



COUNCIL REGULAR SESSION

Wednesday, April 07, 2021 at 7:00 PM

COUNCIL MEMBERS:

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

LOCATION & CONTACT:

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AGENDA

CALL REGULAR SESSION TO ORDER

PLEDGE OF ALLEGIANCE

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

DELIBERATIONS

1. Amendments to the St. Helens Community Development Code

ORDINANCES – *Final Reading*

2. Ordinance No. 3260: An Ordinance Granting Comcast of Delaware, II, Inc. a Non-Exclusive Franchise and Right to Continue to Operate, Construct, and Maintain a Cable System in the City of St. Helens, Oregon

ORDINANCES – *First Reading*

3. Ordinance No. 3261 - An Ordinance Vacating a Portion of S. 2nd Street Right of Way
4. Ordinance No. 3262: An Ordinance to Annex and Designate the Zone of Certain Property at 35526 Firway Lane
5. Ordinance No. 3263: An Ordinance to Annex and Designate the Zone of Certain Property at 58830 Firlok Park Street

RESOLUTIONS

6. **Resolution No. 1913:** A Resolution to Adopt an Updated City of St. Helens Personnel Policies and Procedures Handbook, Superseding Resolution No. 1893

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

7. Intergovernmental Agreement with St. Helens School District for School Resource Officers
8. Agreement with WEST Consultants, Inc. for Milton Creek FEMA Letter of Map Revisions
9. Contract with A West Pacific Contractors LLC for Playground Equipment and Fall Protection Installation at McCormick Park
10. Contract Payments

CONSENT AGENDA FOR APPROVAL

[11.](#) Council Work Session, Executive Session, Public Hearings, and Regular Session Minutes dated March 17, 2021

[12.](#) OLCC Licenses

[13.](#) Accounts Payable Bill Lists

WORK SESSION ACTION ITEMS

MAYOR SCHOLL REPORTS

COUNCIL MEMBER REPORTS

OTHER BUSINESS

ADJOURN

EXECUTIVE SESSION

Following the conclusion of the Council Regular Session, an Executive Session is scheduled to be continued from earlier in the day today under ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection.

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 meeting.

VIRTUAL MEETING DETAILS

Join Zoom Meeting: <https://zoom.us/j/99288010400>

Meeting ID: 992 8801 0400

Dial by your location: 1 346 248 7799

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

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

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

City of St. Helens
ORDINANCE NO. 3260

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

THE CITY OF ST. HELENS ORDAINS AS FOLLOWS:

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

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

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

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

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

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

APPROVED AND ADOPTED this 7th day of April 2021, by the following vote:

Ayes:

Nays:

 Rick Scholl, Mayor

ATTEST:

 Kathy Payne, City Recorder

**CABLE TELEVISION
FRANCHISE AGREEMENT**

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

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

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ATTACHMENT A – CUSTOMER SERVICE

SECTION 1. PURPOSE AND INTENT

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

SECTION 2. DEFINITIONS

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

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

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

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

- Advertising Revenues as defined herein;
- Fees including, but not limited to: (1) late fees, convenience fees and administrative fees which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total Grantee revenues within the Franchise Area; (2) Franchise fees; (3) the FCC user fee and (4) PEG fees if included on Subscriber billing statements;
- Revenues from program guides; and
- Commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a *pro rata* basis using total Cable Service Subscribers within the Franchise Area.
- “Gross Revenues” shall not be net of: (1) any operating expense; (2) any accrual, including without limitation, any accrual for commissions to Affiliates; or (3) any other expenditure, regardless of whether such expense, accrual, or expenditure reflects a cash payment. “Gross Revenues”, however, shall not be double counted. Revenues of both Grantee and an Affiliate that represent a transfer of funds between the Grantee and the Affiliate, and that would otherwise constitute Gross Revenues of both the Grantee and the Affiliate, shall be counted only once for purposes of determining Gross Revenues. Similarly, operating expenses of the Grantee which are payable from Grantee’s revenue to an Affiliate and which may otherwise constitute revenue of the Affiliate, shall not constitute additional Gross Revenues for the purpose of this Franchise. “Gross Revenues” shall include amounts earned by Affiliates only to the extent that Grantee could, in concept, have earned such types of revenue in connection with the operation of Grantee’s Cable System to provide Cable Services and recorded such types of revenue in its books and Records directly, but for the existence of Affiliates. “Gross Revenues” shall not include sales taxes imposed by law on Subscribers that the Grantee is obligated to collect. With the exception of recovered bad debt, “Gross Revenues” shall not include bad debt.

- (A) “Advertising Revenues” shall mean amounts derived from sales of advertising that are made available to Grantee’s Cable System Subscribers within the Franchise Area and shall be allocated on a *pro rata* basis using total Cable Service Subscribers reached by the advertising. Whenever Grantee acts as the principal in advertising arrangements involving representation firms and/or advertising interconnects and/or other multichannel video providers, Advertising Revenues subject to Franchise fees shall include the total amount from advertising that is sold, and not be reduced by any operating expenses (e.g., “revenue offsets” and “contra expenses” and “administrative expenses” or similar expenses), or by fees, commissions, or other amounts paid to or retained by National Cable Communications or Comcast Effectv or similarly affiliated advertising representations firms to Grantee or their successors involved with sales of advertising on the Cable System within the Franchise Area.

(B) "Gross Revenues" shall not include:

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

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

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

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

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

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

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

SECTION 3. GRANT OF FRANCHISE

3.1 **Grant.**

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

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

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

- 3.3 Duration.** The term of this Agreement and all rights, privileges, obligations, and restrictions pertaining thereto shall be from the Effective Date of this Agreement through _____, 2031, unless extended or terminated sooner as hereinafter provided.
- 3.4 Effective Date.** The Effective Date of this Agreement shall be _____, 2021 unless Grantee fails to file an unconditional written acceptance of this Agreement and post the security required hereunder by Section 6.4. Grantee shall accept this Agreement within forty-five (45) days of the Effective Date, unless the time for acceptance is extended by Grantor. In the event acceptance does not take place, this Agreement shall be voidable at the reasonable discretion of Grantor, and any and all rights of Grantee to own or operate a Cable System within the Franchise Area under the express terms of this Agreement shall be of no force or effect.
- 3.5 Franchise Nonexclusive.** This Agreement shall be nonexclusive, and is subject to all prior rights, interests, agreements, permits, easements or licenses granted by Grantor to any Person to use any Street, Public Rights of Way, easements not otherwise restricted, or property for any purpose whatsoever, including the right of Grantor to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. Grantor may, at any time, grant authorization to use the Public Rights of Way for any purpose not incompatible with Grantee's authority under this Agreement and for such additional Franchises for Cable Systems as Grantor deems appropriate subject to Section 3.6 below.
- 3.6 Grant of Other Franchises.** The Grantee acknowledges and agrees that the Grantor may be required by federal law, and reserves the right, to grant one or more additional franchises to provide Cable Service within the Franchise Area. If any additional competitive franchise is granted by the Grantor to provide Cable Service in the Grantee's Franchise Area pursuant to the Cable Act, which franchise contains material terms and conditions that are more favorable or less burdensome terms or conditions than this Franchise Agreement, then, except to the extent that state or federal laws or regulations permit or require more favorable or less burdensome terms or conditions, the Grantor agrees that it shall amend this Franchise to ensure that, considering all the circumstances including any limitations on its regulatory authority, the material provisions of such other franchises and this Franchise are, taken together, materially equivalent to the extent required by law. "Material terms and conditions" include, but are not limited to: franchise fees; insurance; system build-out requirements; performance bonds or similar instruments; Public, Educational and Government Access Channels and support; customer service

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

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

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

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

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

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

SECTION 4. FRANCHISE FEE AND FINANCIAL CONTROLS

4.1 Franchise Fees.

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

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

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

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

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

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

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

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

4.7 Interest on Late Payments. Payments not received within forty-five (45) days from the Quarter ending date or are underpaid shall be assessed interest from the due date at a rate equal to the legal interest rate on judgments in the State of Oregon.

4.8 Additional Commitments Not Franchise Fees. No term or condition in this Agreement shall in any way modify or affect Grantee's obligation to pay Franchise fees related to Cable Services to Grantor in accordance with applicable law. Although the total sum of Franchise fee payments and additional commitments set forth elsewhere in this Agreement may total more than five percent (5%) of Grantee's Gross Revenues in any twelve (12) month period, Grantee agrees that the additional commitments herein are not Franchise fees as defined under federal law, to the extent not inconsistent with applicable federal law, nor are they to be offset or credited against any Franchise fee payments due to Grantor.

4.9 Costs of Publication. Grantee shall pay the reasonable cost of newspaper notices and publication pertaining to this Agreement, and any amendments thereto, including changes in control or transfers of ownership, as such notice or publication is reasonably required by Grantor or applicable law.

4.10 Tax Liability. Payment of the Franchise fees under this Agreement shall not exempt Grantee from the payment of any generally applicable license, permit fee or other generally applicable fee, tax or charge on the business, occupation, property or income of Grantee that may be imposed by Grantor.

4.11 Payment on Termination. If this Agreement terminates for any reason, the Grantee shall file with the Grantor within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year.

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

SECTION 5. ADMINISTRATION AND REGULATION

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

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

SECTION 6. FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Insurance Requirements.

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

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

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

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

6.3 **Indemnification.**

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

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

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

6.4 **Performance Bond.**

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

SECTION 7. CUSTOMER SERVICE

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

SECTION 8. REPORTS AND RECORDS

8.1 **Open Records.**

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

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

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

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

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

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

8.4 Complaint Files and Reports.

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

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

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

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

SECTION 9. PROGRAMMING

9.1 Broad Programming Categories.

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

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

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

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

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

9.3 Continuity of Service.

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

SECTION 10. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

(A) Designated Access Providers.

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

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

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

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

(B) Channel Capacity.

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

(C) Support for Access Costs.

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

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

- (2) If Grantor enters into a franchise agreement or amends an existing franchise agreement with another Cable Operator after the Effective Date of this Franchise to provide Cable Service in all or any portion of the Grantee's Franchise Area that includes PEG financial support calculated based on a Gross Revenues basis that is less than twenty-five cents (\$.25) per month, per residential Subscriber, then, to the extent required by law, Grantee shall be entitled to reduce the PEG contribution to match that of the other Cable Operator(s).
 - (3) Upon request, the Grantor shall provide a report not more than annually to the Grantee on the use of the funds provided to the Grantor under this Section 10(C). The annual report shall be submitted to Grantee within forty-five (45) days after the date the Grantor receives the request. Grantee may review Records of the Grantor and its designees regarding the use of funds described in such report. Grantee may review Records of the Grantor, and any PEG access providers receiving the funds, regarding the use of funds provided and channels, to verify that the funds have been used in accordance with this Agreement.
 - (4) Grantee agrees that financial support or costs arising from or relating to the obligations set forth in this Section 10(C) shall in no way modify or otherwise affect the Grantee's obligations to pay Franchise fees to the Grantor. Grantee agrees that although the sum of Franchise fees and the payments set forth in this Section may total more than five percent (5%) of the Grantee's Gross Revenues in any twelve (12) month period, the additional commitments shall not be offset or otherwise credited in any way against any past, present and future Franchise fee payments under this Franchise. As provided for under federal law, Grantee may pass through to Subscribers and itemize on Subscriber cable bills the PEG Access contribution set forth in subsection 10(C)(i).
- (D) **Origination Points.** An additional Origination Point may be required at one (1) future public site and shall be provided by Grantee within ninety (90) days following receipt of written notice from Grantor, at the expense of Grantee, up to a distance of one hundred twenty-five (125) feet from Grantee's existing outside plant facilities. Grantor shall be responsible for any additional actual connection costs beyond the one hundred twenty-five (125). Such additional costs may be paid for from the PEG capital fee in Section 10.(C).

SECTION 11. GENERAL STREET USE AND CONSTRUCTION

11.1 **Construction.**

- (A) Subject to applicable laws, regulations and ordinances of Grantor and the provisions of this Agreement, Grantee may perform all construction and maintenance necessary for the operation of its Cable System. All construction and maintenance of any and all facilities within the Public Rights of Way incident to Grantee's Cable System shall, regardless of who performs the construction,

be and remain Grantee's responsibility. Except as permitted in Section 11.1(D), prior to performing any construction or maintenance in the Public Rights of Way, Grantee shall apply for, and obtain, all necessary permits. Grantee shall pay, prior to issuance, all applicable fees of the requisite construction permits and give appropriate notices to any other Cable Operators, licensees or permittees of the Grantor, or other units of government owning or maintaining pipes, wires, conduits or other facilities which may be affected by the proposed excavation.

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

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

11.3 Relocation.

- (A) Relocation for Grantor.
 - (1) Grantor shall have the right to require Grantee to change the location of

any part of Grantee's Cable System within the Public Rights of Way when the public convenience requires such change, and the expense thereof shall be paid by Grantee (however payment by Grantee shall in no way limit Grantee's right, if any, to seek reimbursement for such costs from any third party). Should Grantee fail to remove or relocate any such facilities by the date established by Grantor, Grantor may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by Grantor due to Grantee's delay. If Grantor requires Grantee to relocate its facilities located within the Public Rights of Way, Grantor shall make a reasonable effort to provide Grantee with an alternate location within the Public Rights of Way.

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

11.4 Restoration of Public Rights of Way. Whenever Grantee excavates, damages, or

disturbs the surface of any Public Right of Way for any purpose, including but not limited to relocation or undergrounding as required in this Section, Grantee shall promptly restore the Public Right of Way to the satisfaction of the Grantor in accordance with applicable Grantor ordinances and codes and any permit issued by the Grantor. In the event there is no applicable ordinance, code or permit, Grantee shall promptly restore the Public Right of Way to at least its prior condition. Unless otherwise provided in any permit issued by Grantor, when any opening is made by Grantee in a hard surface pavement in any Public Right of Way, Grantee shall refill within twenty-four (24) hours. Grantee shall be responsible for restoration and maintenance of the Public Right of Way and its surface affected by the excavation in accordance with applicable regulations of the Grantor. Grantor may, after providing notice to Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, refill or repave any opening made by Grantee in the Public Rights of Way, and the expense thereof shall be paid by Grantee. Grantor may, after providing notice to Grantee, remove and/or repair any work done by Grantee that, in the determination of Grantor, is inadequate. The cost thereof, including the costs of inspection and supervision, shall be paid by Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the Grantor. All excavations made by Grantee in the Public Rights of Way shall be properly safeguarded for the prevention of accidents. All of Grantee's work under this Agreement, and this Section in particular, shall be done in strict compliance with all rules, regulations and ordinances of Grantor.

11.5 Maintenance and Workmanship.

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

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

removal, adjustment or relocation, and the expense thereof shall be paid by Grantee, including all reasonable costs and expenses incurred by Grantor due to Grantee's delay.

- 11.7 Use of Conduits by Grantor.** Grantor may install or affix and maintain wires and equipment owned by Grantor for governmental purposes in or upon any and all of Grantee's ducts, conduits or equipment in the Public Rights of Way and other public places upon reasonable share of costs, to the extent space therein or thereon is reasonably available and feasible without compromising the integrity of the Cable System or facility, and pursuant to all applicable ordinances and codes. For the purposes of this Section 11.7, "governmental purposes" includes, but is not limited to, the use of the structures and installations by Grantor for fire, police, traffic, water, telephone, or signal systems, but not for Cable System purposes or provision of services in competition with Grantee. Grantee shall not deduct the value of such use of its facilities from its Franchise fees payable to Grantor except as otherwise may be authorized by federal law.
- 11.8 Public Rights of Way Vacation.** If any Public Right of Way or portion thereof used by Grantee is vacated by Grantor during the term of this Agreement, unless Grantor specifically reserves to Grantee the right to continue its installation in the vacated Public Right of Way, Grantee shall, without delay or expense to Grantor, remove its facilities from such Public Right of Way, and restore, repair or reconstruct the Public Right of Way where such removal has occurred, and place the Public Right of Way in such condition as may be required by Grantor. In the event of failure, neglect or refusal of Grantee, after thirty (30) days' notice by Grantor, to restore, repair or reconstruct such Public Right of Way, Grantor may do such work or cause it to be done, and the reasonable cost thereof, as found and declared by Grantor, shall be paid by Grantee within thirty (30) days of receipt of an invoice and documentation, and failure to make such payment shall be considered a material violation of this Agreement.
- 11.9 Discontinuing Use of Facilities.** Whenever Grantee intends to discontinue using any facility within the Public Rights of Way, Grantee shall submit for Grantor's approval a complete description of the facility and the date on which Grantee intends to discontinue using the facility. Grantee may remove the facility or request that Grantor allow it to remain in place. Notwithstanding Grantee's request that any such facility remain in place, Grantor may require Grantee to remove the facility from the Public Rights of Way or modify the facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. Grantor may require Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a reasonable schedule set by Grantor. Until such time as Grantee removes or modifies the facility as directed by Grantor, or until the rights to and responsibility for the facility are accepted by another Person having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Public Rights of Way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility. Grantee shall not be required to remove the facility if the facility is used to provide services not regulated under this Agreement.
- 11.10 Hazardous Substances.**

- (A) Grantee shall comply with all applicable local, state and federal laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Cable System in the Public Rights of Way.
- (B) Grantee shall maintain and inspect its Cable System located in the Public Rights of Way. Upon reasonable notice to Grantee, Grantor may inspect Grantee's facilities in the Public Rights of Way to determine if any release of hazardous substances has occurred, or may occur, from or related to Grantee's Cable System. In removing or modifying Grantee's facilities as provided in this Agreement, Grantee shall also remove all residue of hazardous substances related thereto.
- (C) Grantee agrees to forever indemnify the Grantor, its officers, boards, City, duly authorized agents, and employees, from and against any claims, costs and expenses of any kind, pursuant to and in accordance with applicable State or federal laws, rules and regulations, for the removal or remediation of any leaks, spills, contamination or residues of hazardous substances attributable to Grantee's Cable System in the Public Rights of Way.

11.11 Undergrounding of Cable.

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

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

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

11.14 Standards.

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

SECTION 12. SYSTEM DESIGN AND STANDARDS

12.1 Subscriber Network.

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

12.2 Test and Compliance Procedures.

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

12.3 Standby Power. Grantee shall provide standby power generating capacity at the Cable System Headend capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power system supplies, to the node, rated for at least two (2) hours duration. In addition, throughout the term of this Agreement,

Grantee shall have a plan in place, along with all resources necessary for implementing such plan, for dealing with outages of more than two (2) hours.

SECTION 13. SERVICE EXTENSION, CONSTRUCTION, AND INTERCONNECTION

13.1 Equivalent Service. It is Grantee's general policy that all residential dwelling units in the Franchise Area have equivalent availability to Cable Service from Grantee's Cable System under nondiscriminatory rates and reasonable terms and conditions, subject to federal law. Grantee shall not arbitrarily refuse to provide Cable Service to any Person within its Franchise Area.

13.2 Service Availability.

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

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

(B) Grantee shall provide such service:

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

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

(D) Customer Charges for Extensions of Service. No potential Subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a potential Subscriber's request to locate a cable drop underground, existence of more than one hundred twenty-five (125) feet of distance from distribution cable to connection of service to such Subscriber, or a density of less than ten (10) residences per one thousand three hundred twenty (1,320) cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor, and easements. For the purpose of determining the amount of capital contribution in

aid of construction to be borne by the Grantee and potential Subscribers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per one thousand three hundred twenty (1320) cable-bearing strand feet of its trunks or distribution cable and whose denominator equals ten (10) residences. Subscribers who request service hereunder will bear the remainder of the construction and other costs on a *pro rata* basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Subscriber be paid in advance.

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

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

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

SECTION 14. FRANCHISE VIOLATIONS; REVOCATION OF FRANCHISE

14.1 Procedure for Remedying Franchise Violations.

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

from the date of receipt of such notice to:

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

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

14.2 Liquidated Damages.

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

has been cured;

A cure is defined as meeting the Subscriber telephone answering standards for two (2) consecutive Quarterly measurement periods;

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

14.3 Revocation.

- (A) Should Grantor seek to revoke the Franchise after following the procedures set forth in Section 14.1, Grantor shall give written notice to Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. Grantee shall have ninety (90) days from such notice to object in writing and to state its

reasons for such objection. In the event Grantor has not received a satisfactory response from Grantee, it may then seek termination of the Franchise at a public hearing. Grantor shall cause to be served upon Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

- (B) At the designated hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of Grantor, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.
- (C) Following the public hearing, Grantee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter Grantor shall determine (i) whether an event of default has occurred; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by Grantee. Grantor shall also determine whether to revoke the Franchise based on the information presented, or, where applicable, grant additional time to Grantee to effect any cure. If Grantor determines that the Franchise shall be revoked, Grantor shall promptly provide Grantee with a written decision setting forth its reasoning. Grantee may appeal such determination of Grantor to an appropriate court, which shall have the power to review the decision of Grantor. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Grantee's receipt of the determination of the Grantor.
- (D) Grantor may, at its sole discretion, take any lawful action which it deems appropriate to enforce Grantor's rights under the Agreement in lieu of revocation of the Franchise.

14.4 Relationship of Remedies.

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

of Grantee under the Agreement for liquidated damages or otherwise, except as provided in Section 14.2; or an excuse of faithful performance by Grantee.

14.5 **Removal.**

- (A) In the event of termination, expiration or revocation of this Agreement, Grantor may order the removal of the above-ground Cable System facilities and such underground facilities as required by Grantor in order to achieve reasonable engineering or Public Rights of Way use purposes, from the Franchise Area at Grantee's sole expense within a reasonable period of time as determined by Grantor. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Public Rights of Way, public places and private property in as good a condition as that prevailing prior to Grantee's removal of its equipment.
- (B) If Grantee fails to complete any required removal to the satisfaction of Grantor, Grantor may cause the work to be done and Grantee shall reimburse Grantor for the reasonable costs incurred within thirty (30) days after receipt of an itemized list of the costs and Grantor may recover the costs through the Performance Bond provided by Grantee.

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

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

- (2) The purchaser has agreed with Grantor to assume and be bound by all of the terms and conditions of this Agreement.

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

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

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

SECTION 15. ABANDONMENT

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

15.2 What Constitutes Abandonment.

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

SECTION 16. FRANCHISE RENEWAL AND TRANSFER

16.1 Renewal.

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

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

16.2 Transfer of Ownership or Control.

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

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

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

SECTION 17. SEVERABILITY

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

SECTION 18. MISCELLANEOUS PROVISIONS

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

18.2 Dispute Resolution.

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

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

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

18.3 **Notices.**

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

Comcast of Delaware, II, Inc.
Attn: Government Affairs
11309 SW 68th Parkway
Tigard, OR 97223

with copy to:

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

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

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

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

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

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

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

- 18.8 Guarantee.** The performance of the Grantee shall be guaranteed in all respects by TCI West, LLC. A signed guarantee, in a form acceptable to the Grantor, shall be filed with the Grantor prior to the Effective Date hereof.
- 18.9 Captions.** The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provisions of this Agreement.
- 18.10 Entire Agreement.** This Agreement, together with all appendices and attachments, contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically set forth herein, and cannot be changed orally but only by an instrument in writing executed by the parties.
- 18.11 Construction of Agreement.** The provisions of this Agreement shall be liberally construed to promote the public interest. Agreed to this ____ day of _____, 2021.

COMCAST OF DELAWARE II, INC.

CITY OF ST. HELENS, OREGON

By: _____

By: _____

Its _____

Its _____

Attachment A CUSTOMER SERVICE

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

1. Definitions

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

2. Telephone Availability

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

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

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

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

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

3. Installations and Service Appointments

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

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

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

4. Service Interruptions and Outages

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

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

5. Subscriber Complaints Referred by Grantor

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

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

6. Billing

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

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

7. Deposits, Refunds and Credits

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

8. Rates, Fees and Charges

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

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

9. Disconnection/Denial of Service

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

10. Communications with Subscribers

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

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

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

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

City of St. Helens
ORDINANCE NO. 3261

AN ORDINANCE VACATING A PORTION OF
S. 2nd STREET RIGHT OF WAY

WHEREAS, a petition to vacate a portion of S. 2nd Street right of way was filed with the City Recorder on or about November 13, 2020; and

WHEREAS, a Notice of Street Vacation was published December 9, 2020 and December 16, 2020 in *The Chronicle* describing the property to be vacated, the date the petition was filed, the date and location for objections, and the date of the hearing; and

WHEREAS, copies of the Notice of Street Vacation were posted near the property proposed to be vacated December 2, 2020; and

WHEREAS, a public hearing was held on December 16, 2020 and testimony was received for the record.

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

Section 1. The City Council hereby adopts the following findings based on the record:

- a. The Council received notice of the petition and set the public hearing date.
- b. The Notice of Street Vacation was duly published and posted in the manner required by law.
- c. The City Recorder has searched the City records and certified that there are no outstanding liens against the property to be vacated. They also certified that the real estate taxes on this property are also current.
- d. The majority of affected property owners support the street vacation request.
- e. The S. 2nd Street right-of-way abutting the adjusted Lot 21 shall remain public right-of-way.
- f. The legal description and exhibit for this Ordinance was provided to the City within one year of December 16, 2020 as required by the Council.
- g. Lot Line Adjustment (LLA.2.20) was recorded within one year from December 16, 2020 as required by the Council.

Section 2. The portion of S. 2nd Street right-of-way of way requested to be vacated, hereby vacated from and after the effective date of this ordinance, is unimproved right of way that is described as follows:

Described per **Attachment "A"** attached hereto; and

Depicted per **Attachment "B"** attached hereto.

Section 3. The City Recorder shall file a certified copy of this Ordinance with the County Clerk, the

County Assessor, and the County Surveyor of Columbia County, Oregon.

Read the first time: April 7, 2021
Read the second time: April 21, 2021

APPROVED AND ADOPTED this 21st day of April 2021 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder



KLS Surveying Inc.

1224 Alder Street
Vernonia, OR 97064

Phone: (503) 429-6115
Fax: (866) 297-1402
Email: dwallace_ksl@msn.com

Item #3.

Exhibit A Street Vacation

Beginning at the Southeast corner of Lot 21, Block 24, City of St. Helens, Columbia County; thence North $17^{\circ}03'22''$ West along the East line of said Lot 21, 7.25 feet to a 5/8" iron rod with a yellow plastic cap marked "KLS Surveying Inc."; thence North $72^{\circ}56'38''$ East 16.39 feet to the West line of vacated 2nd Street as described in Deed Book 141, Page 211, Columbia County Deed Records, thence South $15^{\circ}56'23''$ West along said vacated right of way line 30.11 feet to the East line of said Lot 21; Thence North $17^{\circ}03'22''$ West along said East line 18.00 feet to the point of beginning.

The Bearings are NAD 83 (2011) Oregon Coordinate Reference System, Columbia River West.

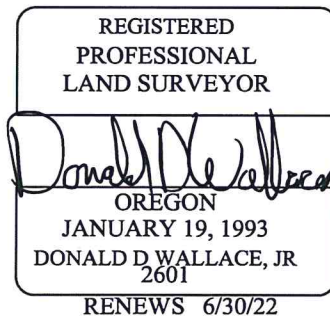
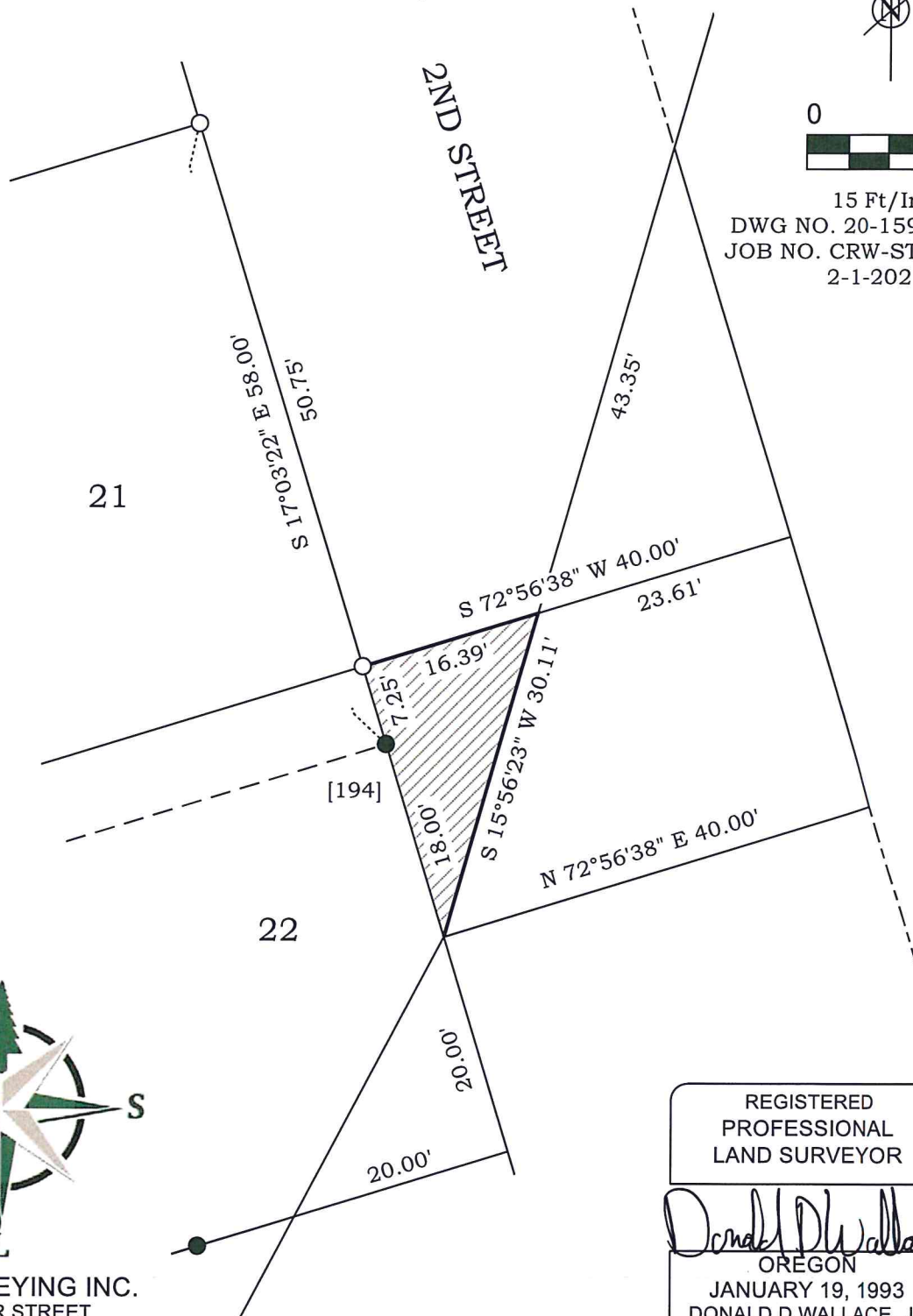


EXHIBIT B
 PROPOSED STREET VACATION
 IN THE SW 1/4 OF SECTION 3,
 T4N, R1W, W.M.,
 CITY OF ST. HELENS,
 COLUMBIA COUNTY, OREGON
 FEBRUARY 1, 2021



15 Ft/In
 DWG NO. 20-159 Vacation
 JOB NO. CRW-ST. HELENS
 2-1-2021



K.L.S. SURVEYING INC.
 1224 ALDER STREET
 VERNONIA, OREGON 97064
 (503) 429-6115

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Donald D Wallace, Jr.

OREGON
 JANUARY 19, 1993
 DONALD D WALLACE, JR
 2601

RENEWES 6/30/22

City of St. Helens
ORDINANCE NO. 3262

AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN
PROPERTY AT 35526 FIRWAY LANE

WHEREAS, applicant Mark and Elizabeth Sell have requested to annex to the City of St. Helens certain property at 35526 Firway Lane. This property is also described as **Lots 11 and 12, Block 2 of the Golf Club Addition to St. Helens, Columbia County, Oregon** and depicted per **Exhibit A**.

WHEREAS, the applicant has consented in writing to the proposed annexation; and

WHEREAS, the applicant constitutes 1) all the owners of the property to be annexed, and 2) more than half of the owners of the property to be annexed own more than half of such property representing more than half of the assessed value pursuant to ORS 222.170(1); and

WHEREAS, the City Council must determine the incorporated Comprehensive Plan Map designation and the Zone Map designation; and

WHEREAS, appropriate notice has been given and a public hearing was held March 17, 2021 on the annexation proposal; and

WHEREAS, the Council has considered findings of compliance with criteria and law applicable to the proposal.

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

Section 1. The above recitations are true and correct and are incorporated herein by this reference.

Section 2. The property described as **Lots 11 and 12, Block 2 of the Golf Club Addition to St. Helens, Columbia County, Oregon** and depicted in **Exhibit A** is hereby accepted for annexation to the City of St. Helens.

Section 3. The St. Helens Zoning Ordinance Map is hereby amended to reflect that the property described herein shall be zoned Highway Commercial (HC).

Section 4. The St. Helens Comprehensive Plan Map is hereby amended to reflect that the property described herein shall be designated as Highway Commercial (Incorporated).

Section 5. In support of the above annexation and amendments described herein, the Council hereby adopts the Annexation A.2.20 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit B** and made part of this reference.

Section 6. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time:

April 7th, 2021

Read the second time:

April 21st, 2021

APPROVED AND ADOPTED this 21st day of April, 2021 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

0 25 50 100 Feet

COLUMBIA COUNTY

$$1'' = 100'$$

Item #4.

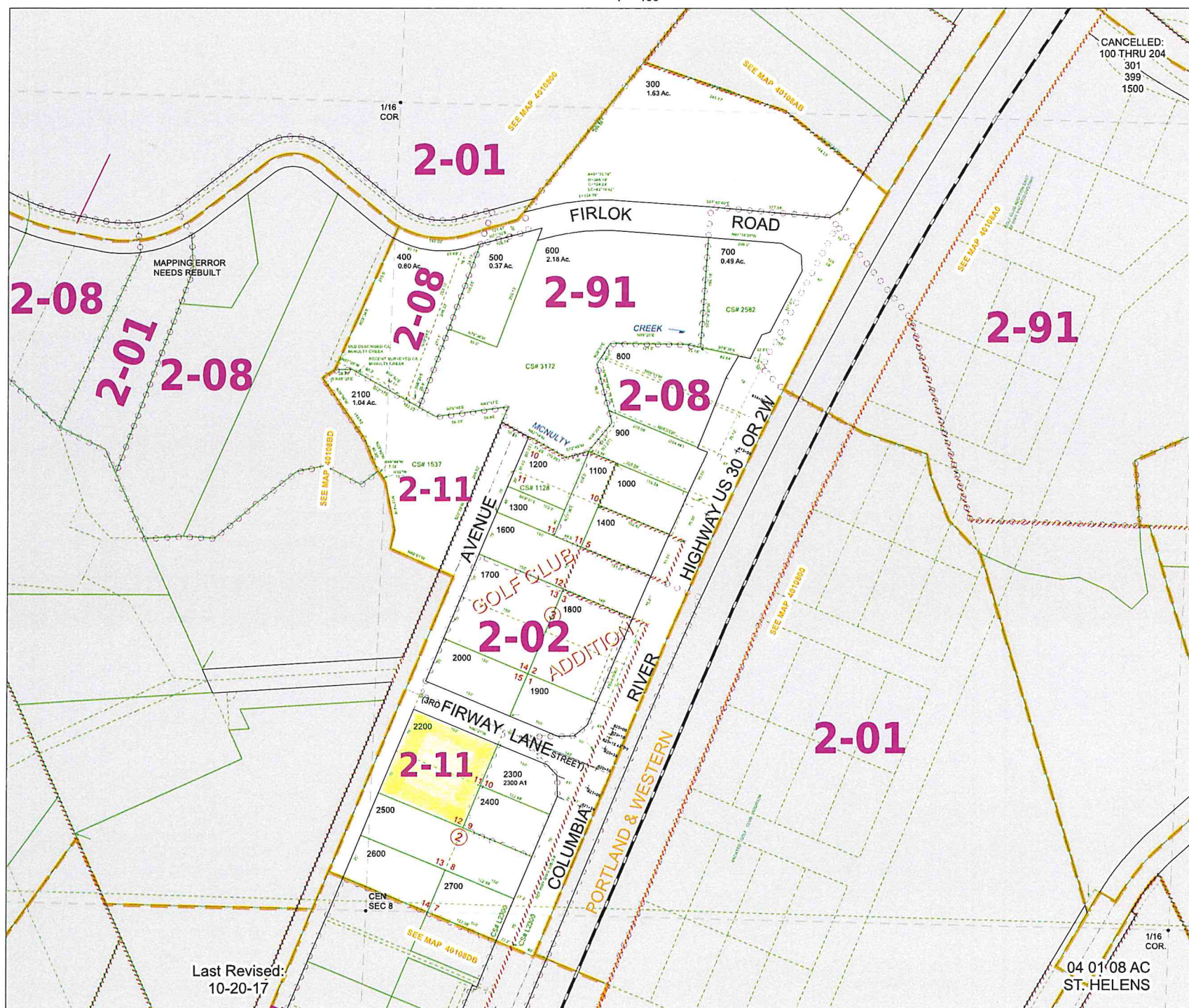


EXHIBIT A

Page 61

**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT AND CONCLUSIONS OF LAW
Annexation A.2.20**

APPLICANT: Mark & Elizabeth Sell
OWNERS: Same
ZONING: Columbia County's Commercial-General (C-3)
LOCATION: 35526 Firway Lane, 4N1W-8AC-2200
PROPOSAL: The property owner filed consent to annex because they desire to be within City limits.

SITE INFORMATION / BACKGROUND

The subject property is developed with a detached single-family dwelling on a square-shaped, corner lot at 22,500 square feet or 0.52 acres. It is made of two lots from the Golf Club Addition Subdivision. It is accessed by Firway Lane with a paved driveway to a covered carport (pictured on right below). Firway Lane is a developed local classified street without sidewalks on either side, but it does have a curb and gutter along the abutting property. The subject property also abuts Kavanaugh Street right-of-way to the west, which is a gravel undeveloped right-of-way also lacking frontage improvements (although it does have a curb abutting the subject property). Both streets are within the County's jurisdiction. The dwelling is connected to McNulty water and not connected to City sewer, although City sewer is available in Firway Lane and Kavanaugh Street.



Subject property on left. Undeveloped Kavanaugh Street right-of-way pictured on right.



Subject property on left. Driveway approach shown with curb and gutter along Firway Lane.

Abutting Zoning

North – City's Highway Commercial (HC)
 East – City's Highway Commercial (HC)
 South - County's Commercial-General (C-3)

West - County's Commercial-General (C-3) & County's Single-Family Residential (R-10)

PUBLIC HEARING & NOTICE

Hearing dates are as follows:

February 9, 2021 before the Planning Commission

March 17, 2021 before the City Council

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties on January 20, 2021 via first class mail. Notice was sent to agencies by mail or e-mail on the same date. Notice was published in the The Chronicle on January 27, 2021. Notice was sent to the Oregon Department of Land Conservation and Development on January 5, 2021 via e-mail.

AGENCY REFERRALS & COMMENTS

The Columbia County Planning Manager had no objection to this annexation.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

SHMC 17.08.040 (1) – Quasi-judicial amendment and standards criteria

- (a) A recommendation or a decision to approve, approve with conditions, or to deny an application for a quasi-judicial amendment shall be based on all of the following standards:
 - (i) The applicable comprehensive plan policies and map designation; and that the change will not adversely affect the health, safety, and welfare of the community; and
 - (ii) The applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197, until acknowledgment of the comprehensive plan and ordinances; and
 - (iii) The standards applicable of any provision of this code or other applicable implementing ordinance.
- (b) Consideration may also be given to:
 - (i) Any applicable evidence of change in the neighborhood or community or a mistake or inconsistency in the comprehensive plan or zoning map as it relates to the property which is the subject of the development application.

Discussion: (a)(i) The Comprehensive Plan designation for the subject property is Unincorporated Highway Commercial. Applicable designation and zoning district for annexation are discussed later.

There is no known conflict with the general Comprehensive Plan policies identified in Chapter 19.08 SHMC. Note that SHMC 19.08.030 discusses public services and facilities and includes utility provisions (e.g., water and sewer) and services such as police and library. In sum, all services are intertwined; the consent to annexation allows connection to City sewer to support existing and future development on the subject property, and once annexed, all other City services/facilities. By this process, the proposal complies with the Comprehensive Plan.

There is no known conflict with the specific Comprehensive Plan policies identified in Chapter 19.12 SHMC.

There is no known conflict with the addendums to the Comprehensive Plan which includes Economic Opportunities Analysis (Ord. No. 3101), Waterfront Prioritization Plan (Ord. No. 3148), the Transportation Systems Plan (Ord. No. 3150), the Corridor Master Plan (Ord. No. 3181), the Parks & Trails Master Plan (Ord. No. 3191), the Riverfront Connector Plan (Ord. No. 3241), and the Housing Needs Analysis (Ord. No. 3244).

Finally, there is no evidence that this proposal will be contrary to the health, safety and welfare of the community.

(a)(ii) The City's Comprehensive Plan has been adopted by the State, thus, the applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197 do not need to be analyzed per this section.

(a)(iii) In addition, Section 3 of the City's Charter states that "annexation, delayed or otherwise, to the City of St. Helens, may only be approved by a prior majority vote among the electorate." However, during the 2016 Legislative Assembly, Senate Bill 1578 was passed. It states that a City shall annex the territory without submitting the proposal to the electors if certain criteria are met:

1. Property is within the UGB
2. Property will be subject to the City's Comprehensive Plan
3. Property is contiguous to the City limits or is separated by only a public right of way or body of water
4. Property conforms to all other City requirements

As this proposal meets these criteria, this property will **not** be subject to a majority vote among the electorate.

Other provisions applicable to this proposal are discussed elsewhere herein.

(b) There is no evidence of a change in neighborhood, or mistake or inconstancy in the Comprehensive Plan or Zoning Map.

Finding: The quasi-judicial amendment and standards criteria are met.

SHMC 17.08.060 – Transportation planning rule compliance

- (1) Review of Applications for Effect on Transportation Facilities. A proposed comprehensive plan amendment, zone change or land use regulation change, whether initiated by the city or by a private interest, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with OAR 660-012-0060 (the Transportation Planning Rule ("TPR")).

"Significant" means the proposal would:

- (a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);
- (b) Change standards implementing a functional classification system; or
- (c) As measured at the end of the planning period identified in the adopted transportation system plan:
 - (i) Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;

- (ii) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP; or
 - (iii) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or comprehensive plan.
- (2) Amendments That Affect Transportation Facilities. Comprehensive plan amendments, zone changes or land use regulations that significantly affect a transportation facility shall ensure that allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the TSP. This shall be accomplished by one or a combination of the following:
- (a) Adopting measures that demonstrate allowed land uses are consistent with the planned function, capacity, and performance standards of the transportation facility.
 - (b) Amending the TSP or comprehensive plan to provide transportation facilities, improvements or services adequate to support the proposed land uses consistent with the requirements of OAR 660-012-0060.
 - (c) Altering land use designations, densities, or design requirements to reduce demand for vehicle travel and meet travel needs through other modes of transportation.
 - (d) Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.
- (3) Traffic Impact Analysis. A traffic impact analysis shall be submitted with a plan amendment or zone change application, as applicable, pursuant to Chapter 17.156 SHMC.

Discussion: This section reflects State law regarding the Transportation Planning Rule (TPR): Transportation Planning Rule (TPR), OAR 660, Division 12. The TPR requires that where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures to assure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility. **Current zoning of the property is Columbia County's Commercial-General (C-3) and the City's only zoning option given annexation is Highway Commercial.**

Generally, when comparing potential land use impact on transportation facilities, the *reasonable worst case scenario* for the existing and proposed designation/zone are considered. The potential land uses are very similar for both the City and County. The City's zoning is comparable to the County with regards to the possible intensity of uses allowed and potential vehicular trips generated. Thus, this proposal will not affect an existing or planned transportation facility.

Finding: No transportation facility will be significantly affected by this proposal. No traffic impact analysis is warranted.

SHMC 17.28.030 (1) – Annexation criteria

- (a) Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area; and
- (b) Comply with comprehensive plan amendment standards and zoning ordinance amendment standards and not be in conflict with applicable comprehensive plan policies and implementing ordinances; and
- (c) Complies with state laws; and
- (d) Abutting roads must meet city standards or property owner will be required to sign and record an irrevocable consent to local improvement district; and

- (e) Property exceeding 10 acres in gross size must show a need on the part of the city for such land if it is designated residential (e.g., less than five years' supply of like designated lands in current city limits).

Discussion: (a)

Water – The site is currently connected to McNulty Water.

Sewer - The site is not currently connected to City sewer. With regards to capacity, the City's wastewater treatment plant currently has a daily limit (physically and as permitted by DEQ) to handle over 50,000 pounds of Biochemical Oxygen Demand (BOD) and a monthly average limit of 26,862 pounds. This is the "loading" or potency of the wastewater received by the plant. The average daily BOD is well below this at only 1,500 pounds. Thus, any potential uses that occur on the subject property can be accommodated by the City's sanitary sewer system as infrastructure is in place or can be upgraded and there is substantial capacity available.

Transportation - As described above, this proposal poses no significant impact on a transportation facility.

Finding: Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area.

(b) The land use of the subject property is a detached single-family dwelling. This is not a permitted use in the City's Highway Commercial zoning district, but the use can continue, subject to the City's non-conforming use rules. The applicant is aware of the creation of a non-conforming use of the property upon annexation into the City.

Finding: There is no known conflict with the Comprehensive Plan and implementing ordinances.

(c) With regards to Oregon Revised Statutes (ORS), city annexations of territory must be undertaken consistent with ORS 222.111 to 222.183.

Pursuant to ORS 222.111(1), a City may only annex territory that is not within another City, and the territory must either be contiguous to the annexing City or be separated from the City only by a body of water or public right-of-way. The subject property is not within another City's jurisdiction and City of St. Helens corporate limits lies on the west side of the subject property. Although undertaking an annexation is authorized by state law, the manner in which a city proceeds with annexation is also dictated in the city charter. ORS 222.111(1) references a city's charter as well as other ORS. St. Helens' Charter requirements pertaining to annexations are noted above.

Per ORS 222.111(2) an annexation may be initiated by the owner of real property or the city council. This annexation request was initiated by the property owner. Further, ORS 222.125 requires that that all property owners of the subject property to be annexed and at least half of the electors residing on the property consent in writing to the annexation. These documents were submitted with the annexation application.

ORS 197.175(1) suggests that all annexations are subject to the statewide planning goals. The statewide planning goals that could technically apply or relate to this proposal are Goals 1, 2, 11 and 12.

- ***Statewide Planning Goal 1: Citizen Involvement.***

Goal 1 requires the development of a citizen involvement program that is widespread, allows two-way communication, provides for citizen involvement through all planning phases, and is understandable, responsive, and funded.

Generally, Goal 1 is satisfied when a local government follows the public involvement procedures set out in the statutes and in its acknowledged comprehensive plan and land use regulations.

The City's Development Code is consistent with State law with regards to notification requirements. Pursuant to SHMC 17.20.080 at least one public hearing before the Planning Commission and City Council is required. Legal notice in a newspaper of general circulation is also required. The City has met these requirements and notified DLCD of the proposal.

- ***Statewide Planning Goal 2: Land Use Planning.***

This goal requires that a land use planning process and policy framework be established as a basis for all decisions and actions relating to the use of land. All local governments and state agencies involved in the land use action must coordinate with each other. City, county, state and federal agency and special districts plans and actions related to land use must be consistent with the comprehensive plans of cities and counties and regional plans adopted under Oregon Revised Statutes (ORS) Chapter 268.

Generally, Goal 2 requires that actions related to land use be consistent with acknowledged Comprehensive Plans and coordination with affected governments and agencies and be based on an adequate factual base. The City has an adopted Comprehensive Plan, compliance of this proposal which is addressed herein. Moreover, explanation and proof of coordination with affected agencies and factual base are described herein, as well, including inventory, needs, etc.

- ***Statewide Planning Goal 11: Public Facilities and Services.***

Goal 11 requires cities and counties to plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development. The goal requires that urban and rural development be "guided and supported by types and levels of urban and rural public facilities and services appropriate for, but limited to, the needs and requirements of the urban, urbanizable and rural areas to be served."

The subject property is served by McNulty water. Should the applicant desire a connection to the City sewer, capacities are adequate to serve the subject property. This is explained above. The existing development is adequately served.

- ***Statewide Planning Goal 12: Transportation.***

Goal 12 requires cities, counties, metropolitan planning organizations, and ODOT to provide and encourage a “safe, convenient and economic transportation system.” This is accomplished through development of Transportation System Plans based on inventories of local, regional and state transportation needs. Goal 12 is implemented through OAR 660, Division 12, also known as the Transportation Planning Rule (“TPR”). The TPR contains numerous requirements governing transportation planning and project development.

Traffic impacts and the City’s provisions that address the TPR are explained above. This proposal will not significantly affect an existing or planned transportation facility.

(d) The subject property abuts Firway Lane and Kavanaugh Street. Both are classified as local streets without sidewalks on either side. City standards require such improvements.

However, this property is not the subject of a current development land use review, which provides the legal nexus and proportionality to require such improvements or right-of-way dedications. As such, no conditions are warranted.

The existing right-of-way widths of 50 feet are adequate for the City’s local street standards.

(e) The subject property is not greater than 10 acres in gross size. A needs analysis is not necessary.

Finding: The annexation approval criteria are met for this proposal.

SHMC 17.28.030 (2) – Annexation criteria

The plan designation and the zoning designation placed on the property shall be the city’s zoning district which most closely implements the city’s comprehensive plan map designation.

Discussion: The Comprehensive Plan designation is currently Unincorporated Highway Commercial (UHC). The City’s only zoning option given annexation is Highway Commercial (HC). The Comprehensive Plan designation would thus be Highway Commercial (Incorporated) (HC).

Finding: Upon annexation, the subject property’s Comprehensive Plan designation shall be Highway Commercial (Incorporated) and zoned Highway Commercial (HC).

SHMC 17.112.020 – Established & Developing Area Classification criteria

- (1) Established Area.
 - (a) An “established area” is an area where the land is not classified as buildable land under OAR 660-08-0005;
 - (b) An established area may include some small tracts of vacant land (tracts less than an acre in size) provided the tracts are surrounded by land which is not classified as buildable land; and
 - (c) An area shown on a zone map or overlay map as an established area.
- (2) Developing Area. A “developing area” is an area which is included in the city’s buildable land inventory under the provisions of OAR except as provided by subsection (1)(b) of this section.

Discussion: OAR 660-008-0005 classifies *buildable land* as:

Residentially designated land within the urban growth boundary, including both vacant and developed land likely to be redeveloped, that is suitable, available and necessary for residential uses. Publicly owned land is generally not considered available for residential uses. Land is generally considered “suitable and available” unless it:

- (a) Is severely constrained by natural hazards as determined under Statewide Planning Goal 7;
- (b) Is subject to natural resource protection measures determined under Statewide Planning Goals 5, 6, 15, 16, 17 or 18;
- (c) Has slopes of 25 percent or greater;
- (d) Is within the 100-year flood plain; or
- (e) Cannot be provided with public facilities.

OAR 660-008-0005 generally defines “Buildable Land” as vacant residential property not constrained by natural hazards or resources, and typically not publicly owned. The subject property is not zoned residential. This provision does not apply.

Finding: This provision does not apply.

CONCLUSION & DECISION

Based upon the facts and findings herein and the recommendations of staff and the Planning Commission, the City Council approves this annexation, and that upon annexation, the subject property have a Comprehensive Plan designation of Highway Commercial (Incorporated) HC and be zoned Highway Commercial (HC).

*This annexation will **not** be subject to voter approval subsequent to this land use process.*

Rick Scholl, Mayor

Date

City of St. Helens
ORDINANCE NO. 3263

AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN
PROPERTY AT 58830 FIRLOK PARK STREET

WHEREAS, Kathryn & Charles Frank have requested to annex to the City of St. Helens certain property at 58830 Firlok Park Street. This property is also described per **Exhibit A** and depicted per **Exhibit B**; and

WHEREAS, the applicant has consented in writing to the proposed annexation; and

WHEREAS, the applicant constitutes 1) all the owners of the property to be annexed, and 2) more than half of the owners of the property to be annexed own more than half of such property representing more than half of the assessed value pursuant to ORS 222.170(1); and

WHEREAS, the City Council must determine the incorporated Comprehensive Plan Map designation and the Zone Map designation; and

WHEREAS, appropriate notice has been given and a public hearing was held March 17, 2021 on the annexation proposal; and

WHEREAS, the Council has considered findings of compliance with criteria and law applicable to the proposal.

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

Section 1. The above recitations are true and correct and are incorporated herein by this reference.

Section 2. The property described in **Exhibit A** and depicted in **Exhibit B** is hereby accepted for annexation to the City of St. Helens.

Section 3. The St. Helens Zoning Ordinance Map is hereby amended to reflect that the property described herein shall be zoned Apartment Residential (AR).

Section 4. The St. Helens Comprehensive Plan Map is hereby amended to reflect that the property described herein shall be designated as General Residential (GR).

Section 5. The land is classified as "Developing" in accordance with Chapter 17.112 of the St. Helens Community Development Code (SHMC Title 17) and OAR 660-08-0005.

Section 6. In support of the above annexation and amendments described herein, the Council hereby adopts the Annexation A.3.20 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit C** and made part of this reference.

Section 7. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: April 7, 2021
Read the second time: April 21, 2021

APPROVED AND ADOPTED this 21st day of April, 2021 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more specifically described as follows:

Beginning at a point, the **True Point of Beginning**, which is the Southwest corner of Lot 64 of the Firlok Park Subdivision, Columbia County, Oregon;

Thence, along the North line of the Fir Street right-of-way, North $89^{\circ}27'$ West a distance of 95' to the Easterly right-of-way line of the Firlok Park Street right-of-way;

Thence, along the Easterly right-of-way line of the Firlok Park Street right-of-way, North $0^{\circ}33'$ East a distance of 210';

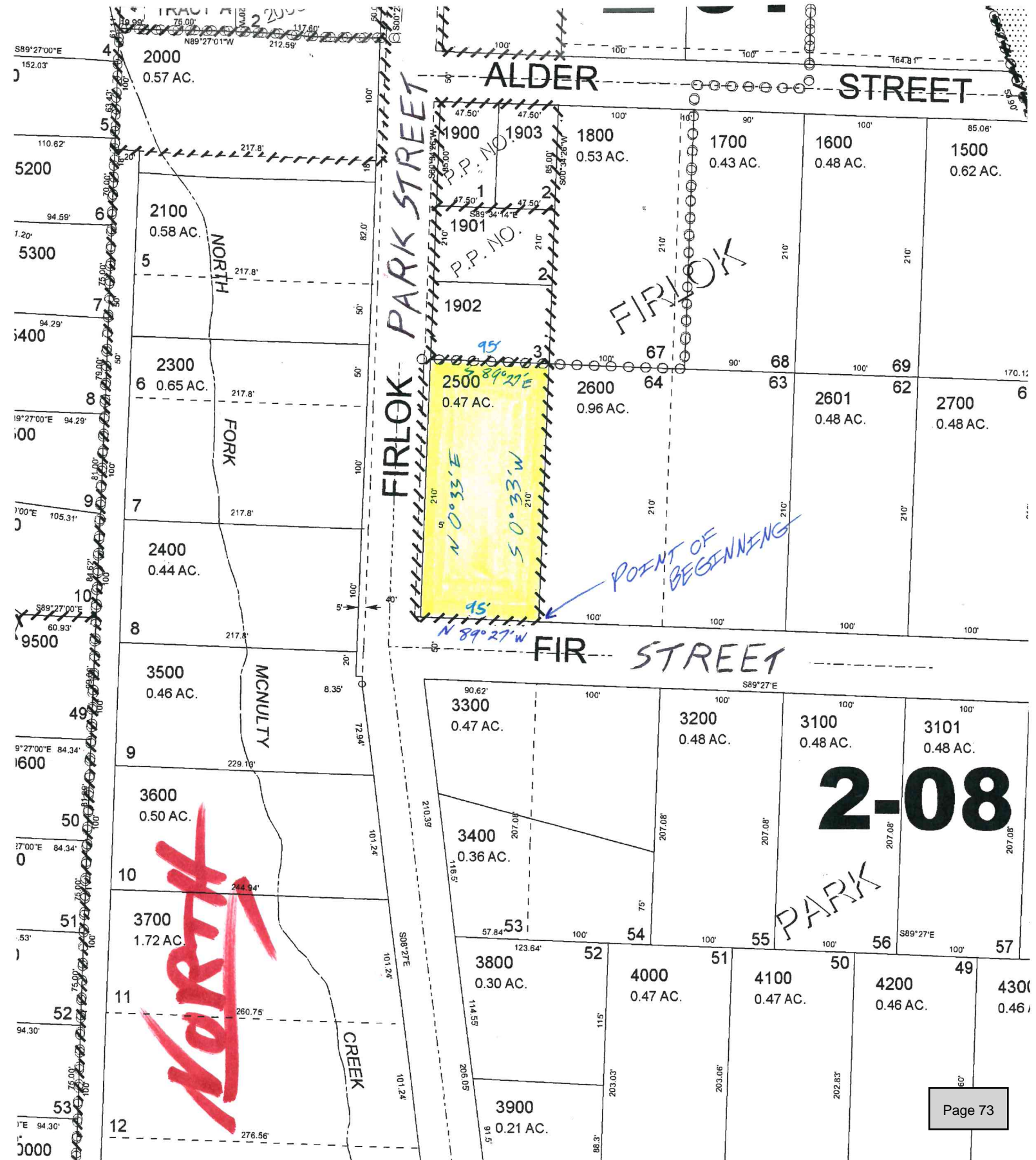
Thence, South $89^{\circ}27'$ East a distance of 95' to the Northwest corner of said Lot 64;

Thence, along the West line of said Lot 64 South $0^{\circ}33'$ West a distance of 210' to the **True Point of Beginning**.

N.W.1/4 N.W.1/4 SEC.8 T.4N. R.1W. W.M.

COLUMBIA COUNTY

1" = 100'



**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT & CONCLUSIONS OF LAW
Annexation A.3.20**

APPLICANT: Kathryn & Charles Frank
OWNERS: Same
ZONING: Columbia County's Multi-Family Residential (MFR)
LOCATION: 58830 Firlok Park Street (Firlock Boulevard), 4N1W-8BB-2500
PROPOSAL: The property owner filed consent to annex because they desired to connect to City water.

SITE INFORMATION / BACKGROUND

The subject property is a rectangular shaped lot at 20,473 square feet or 0.47 acres. It is located at the corner of Firlok Park Street (Firlock Boulevard) and Fir Street. It is currently vacant, but the applicant has received approval for a septic system for a detached single-family dwelling through the County. Firlok Park Street is a developed collector classified street without frontage improvements (sidewalks, curb, and landscape strip) on either side. Fir Street is a local street without any frontage improvements. Both roads are within the County's jurisdiction. The parcel is generally flat sloping towards the two streets with a few sparse trees around the perimeter. There is a stormwater ditch along Firlok Park Street and along the shared northern property line.



*Looking north along Firlok Park Street.
Subject property on right.*



Subject property looking south to Fir Street.

Abutting Zoning

North – City Apartment Residential (AR)
 East - County's Multi-Family Residential (MFR)
 South - County's Single-Family Residential (R-10)
 West – City Apartment Residential (AR) and County Multi-Family Residential (MFR)

PUBLIC HEARING & NOTICE

Hearing dates are as follows:

February 9, 2021 before the Planning Commission

March 17, 2021 before the City Council

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties on January 20, 2021 via first class mail. Notice was sent to agencies by mail or e-mail on the same date. Notice was published in the The Chronicle on January 21, 2021. Notice was sent to the Oregon Department of Land Conservation and Development on January 5, 2021 via e-mail.

AGENCY REFERRALS & COMMENTS

The Columbia County Planning Manager has no objection to this annexation.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

SHMC 17.08.040 (1) – Quasi-judicial amendment and standards criteria

- (a) A recommendation or a decision to approve, approve with conditions, or to deny an application for a quasi-judicial amendment shall be based on all of the following standards:
 - (i) The applicable comprehensive plan policies and map designation; and that the change will not adversely affect the health, safety, and welfare of the community; and
 - (ii) The applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197, until acknowledgment of the comprehensive plan and ordinances; and
 - (iii) The standards applicable of any provision of this code or other applicable implementing ordinance.
- (b) Consideration may also be given to:
 - (i) Any applicable evidence of change in the neighborhood or community or a mistake or inconsistency in the comprehensive plan or zoning map as it relates to the property which is the subject of the development application.

Discussion: (a)(i) The Comprehensive Plan designation for the subject property is Unincorporated Multi-Family Residential (UMFR). Applicable designation and zoning district for annexation are discussed later.

There is no known conflict with the general Comprehensive Plan policies identified in Chapter 19.08 SHMC. Note that SHMC 19.08.030 discusses public services and facilities and includes utility provisions (e.g., water and sewer) as well as services such as police and library. In sum, all services are intertwined; the consent to annexation allows connection to City sewer to support existing and future development on the subject property, and, once annexed, all other City services/facilities. By this process, the proposal complies with this aspect of the Comprehensive Plan.

There is no known conflict with the specific Comprehensive Plan policies identified in Chapter 19.12 SHMC.

There is no known conflict with the addendums to the Comprehensive Plan which includes Economic Opportunities Analysis (Ord. No. 3101), Waterfront Prioritization Plan (Ord. No. 3148), the Transportation Systems Plan (Ord. No. 3150), the Corridor Master Plan (Ord. No. 3181), the Parks & Trails Master Plan (Ord. No. 3191), the Riverfront Connector Plan (Ord. No. 3241), and the Housing Needs Analysis (Ord. No. 3244).

Finally, there is no evidence that this proposal will be contrary to the health, safety and welfare of the community.

(a)(ii) The City's Comprehensive Plan has been adopted by the State, thus, the applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197 do not need to be analyzed per this section.

(a)(iii) In addition, Section 3 of the City's Charter states that "annexation, delayed or otherwise, to the City of St. Helens, may only be approved by a prior majority vote among the electorate." However, during the 2016 Legislative Assembly, Senate Bill 1578 was passed. It states that a City shall annex the territory without submitting the proposal to the electors if certain criteria are met:

1. Property is within the UGB
2. Property will be subject to the City's Comprehensive Plan
3. Property is contiguous to the City limits or is separated by only a public right of way or body of water
4. Property conforms to all other City requirements

As this proposal meets these criteria, this property will **not** be subject to a majority vote among the electorate.

Other provisions applicable to this proposal are discussed elsewhere herein.

(b) There is no evidence of a change in neighborhood, or mistake or inconstancy in the Comprehensive Plan or Zoning Map.

Finding: The quasi-judicial amendment and standards criteria are met.

SHMC 17.08.060 – Transportation planning rule compliance

- (1) Review of Applications for Effect on Transportation Facilities. A proposed comprehensive plan amendment, zone change or land use regulation change, whether initiated by the city or by a private interest, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with OAR 660-012-0060 (the Transportation Planning Rule ("TPR")).

"Significant" means the proposal would:

- (a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);
- (b) Change standards implementing a functional classification system; or
- (c) As measured at the end of the planning period identified in the adopted transportation system plan:
 - (i) Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;

- (ii) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP; or
 - (iii) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or comprehensive plan.
- (2) Amendments That Affect Transportation Facilities. Comprehensive plan amendments, zone changes or land use regulations that significantly affect a transportation facility shall ensure that allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the TSP. This shall be accomplished by one or a combination of the following:
- (a) Adopting measures that demonstrate allowed land uses are consistent with the planned function, capacity, and performance standards of the transportation facility.
 - (b) Amending the TSP or comprehensive plan to provide transportation facilities, improvements or services adequate to support the proposed land uses consistent with the requirements of OAR 660-012-0060.
 - (c) Altering land use designations, densities, or design requirements to reduce demand for vehicle travel and meet travel needs through other modes of transportation.
 - (d) Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.
- (3) Traffic Impact Analysis. A traffic impact analysis shall be submitted with a plan amendment or zone change application, as applicable, pursuant to Chapter 17.156 SHMC.

Discussion: This section reflects State law regarding the Transportation Planning Rule (TPR): Transportation Planning Rule (TPR), OAR 660, Division 12. The TPR requires that where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures to assure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility. **Current zoning of the property is Columbia County's Multi-Family Residential (MFR), and the City's only zoning option given annexation is Apartment Residential (AR).**

Generally, when comparing potential land use impact on transportation facilities, the *reasonable worst case scenario* for the existing and proposed designation/zone are considered. The potential land uses are very similar for both the City and County. The City's zoning is comparable to the County with regards to the possible intensity of uses allowed and potential vehicular trips generated. Thus, this proposal will not affect an existing or planned transportation facility.

Finding: No transportation facility will be significantly affected by this proposal. No traffic impact analysis is warranted.

SHMC 17.28.030 (1) – Annexation criteria

- (a) Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area; and
- (b) Comply with comprehensive plan amendment standards and zoning ordinance amendment standards and not be in conflict with applicable comprehensive plan policies and implementing ordinances; and
- (c) Complies with state laws; and
- (d) Abutting roads must meet city standards or property owner will be required to sign and record an irrevocable consent to local improvement district; and

- (e) Property exceeding 10 acres in gross size must show a need on the part of the city for such land if it is designated residential (e.g., less than five years' supply of like designated lands in current city limits).

Discussion: (a) Water - The site has access to connect to City water. The City's current water capacity is 6 million gallons/day and the peak flow, usually in the summer, is 3 to 4 million gallons/day. Additionally, the City has the capacity of approximately 10 million gallons to meet future demands. Any additional uses that occur on the subject property can be accommodated by the City's municipal water system as infrastructure has substantial capacity available.

Sewer - The site is not currently hooked to City sewer. The site has been approved for an on-site septic system for the development of a detached single-family dwelling according to the County. The closest City sanitary sewer is in the Firlok Park Street right-of-way, but it is very shallow (only approximately 2 feet deep) and cannot supported by a gravity system. If the property could be served by City sewer in the future, capacity of the system is addressed below.

With regards to capacity, the City's wastewater treatment plant currently has a daily limit (physically and as permitted by DEQ) to handle over 50,000 pounds of Biochemical Oxygen Demand (BOD) and a monthly average limit of 26,862 pounds. This is the "loading" or potency of the wastewater received by the plant. The average daily BOD is well below this at only 1,500 pounds. Thus, any potential uses that occur on the subject property can be accommodated by the City's sanitary sewer system as infrastructure is in place or can be upgraded and there is substantial capacity available.

Transportation - As described above, this proposal poses no significant impact on a transportation facility.

Finding: Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area.

(b) The proposed land use of the subject property is a detached single-family dwelling. This is a permitted use in the corresponding zoning district.

Finding: There is no known conflict with the Comprehensive Plan and implementing ordinances.

(c) With regards to Oregon Revised Statutes (ORS), city annexations of territory must be undertaken consistent with ORS 222.111 to 222.183. Pursuant to ORS 222.111(1), a City may only annex territory that is not within another City, and the territory must either be contiguous to the annexing City or be separated from the City only by a body of water or public right-of-way. The subject property is not within another City's jurisdiction and City of St. Helens corporate limits lies on the west side of the subject property.

Although undertaking an annexation is authorized by state law, the manner in which a city proceeds with annexation is also dictated in the city charter. ORS 222.111(1) references a city's charter as well as other ORS. St. Helens' Charter requirements pertaining to annexations are noted above.

Per ORS 222.111(2) an annexation may be initiated by the owner of real property or the city council. This annexation request was initiated by the property owner. Further, ORS 222.125 requires that all property owners of the subject property to be annexed and at least half of the electors residing on the property consent in writing to the annexation. These documents were submitted with the annexation application.

ORS 197.175(1) suggests that all annexations are subject to the statewide planning goals.

The statewide planning goals that could technically apply or relate to this proposal are Goals 1, 2, 11 and 12.

- ***Statewide Planning Goal 1: Citizen Involvement.***

Goal 1 requires the development of a citizen involvement program that is widespread, allows two-way communication, provides for citizen involvement through all planning phases, and is understandable, responsive, and funded.

Generally, Goal 1 is satisfied when a local government follows the public involvement procedures set out in the statutes and in its acknowledged comprehensive plan and land use regulations.

The City's Development Code is consistent with State law with regards to notification requirements. Pursuant to SHMC 17.20.080 at least one public hearing before the Planning Commission and City Council is required. Legal notice in a newspaper of general circulation is also required. The City has met these requirements and notified DLCD of the proposal.

- ***Statewide Planning Goal 2: Land Use Planning.***

This goal requires that a land use planning process and policy framework be established as a basis for all decisions and actions relating to the use of land. All local governments and state agencies involved in the land use action must coordinate with each other. City, county, state and federal agency and special districts plans and actions related to land use must be consistent with the comprehensive plans of cities and counties and regional plans adopted under Oregon Revised Statutes (ORS) Chapter 268.

Generally, Goal 2 requires that actions related to land use be consistent with acknowledged Comprehensive Plans and coordination with affected governments and agencies and be based on an adequate factual base. The City has an adopted Comprehensive Plan, compliance of this proposal which is addressed herein. Moreover, explanation and proof of coordination with affected agencies and factual base are described herein, as well, including inventory, needs, etc.

- ***Statewide Planning Goal 11: Public Facilities and Services.***

Goal 11 requires cities and counties to plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development. The goal requires that urban and rural development be "guided and supported by types and levels of urban and rural public facilities and services appropriate for, but limited to, the needs and requirements of the urban, urbanizable and rural areas to be served."

City water and sewer capacities (should they connect in the future) are adequate to serve the subject property. There is no evidence that adequate infrastructure cannot be made available to serve the annexed area if redeveloped at a higher density the future.

- ***Statewide Planning Goal 12: Transportation.***

Goal 12 requires cities, counties, metropolitan planning organizations, and ODOT to provide and encourage a “safe, convenient and economic transportation system.” This is accomplished through development of Transportation System Plans based on inventories of local, regional and state transportation needs. Goal 12 is implemented through OAR 660, Division 12, also known as the Transportation Planning Rule (“TPR”). The TPR contains numerous requirements governing transportation planning and project development.

Traffic impacts and the City’s provisions that address the TPR are explained above. This proposal will not significantly affect an existing or planned transportation facility.

(d) The subject property abuts Firlok Park Street. Firlok Park Street is a collector-classified developed street without frontage improvements (sidewalks, curb, and landscape strip) on either side. City standards require such improvements. The existing right-of-way width of Firlok Park Street is also insufficient for the collector street right-of-way width standard of 60 feet. Fir Street is also lacking frontage improvements, though the existing right-of-way width meets the local street standard.

However, this property is not the subject of a current development land use review, which provides the legal nexus and proportionality to require such improvements, right-of-way dedications, or other requirements. As such, no conditions are warranted.

(e) The subject property is not greater than 10 acres in gross size. An analysis is not necessary.

Finding: The annexation approval criteria are met for this proposal.

SHMC 17.28.030 (2) – Annexation criteria

The plan designation and the zoning designation placed on the property shall be the city’s zoning district which most closely implements the city’s comprehensive plan map designation.

Discussion: The Comprehensive Plan designation is currently Unincorporated Multi-Family Residential (UMFR). The City’s only zoning option given annexation is Apartment Residential (AR). The Comprehensive Plan designation would thus be General Residential (Incorporated) (GR).

Finding: Upon annexation, the subject property’s Comprehensive Plan designation shall be General Residential (Incorporated) and zoned Apartment Residential (AR).

SHMC 17.112.020 – Established & Developing Area Classification criteria

(1) Established Area.

(a) An “established area” is an area where the land is not classified as buildable land under OAR 660-08-0005;

- (b) An established area may include some small tracts of vacant land (tracts less than an acre in size) provided the tracts are surrounded by land which is not classified as buildable land; and
 - (c) An area shown on a zone map or overlay map as an established area.
- (2) Developing Area. A “developing area” is an area which is included in the city’s buildable land inventory under the provisions of OAR except as provided by subsection (1)(b) of this section.

Discussion: OAR 660-008-0005 classifies *buildable land* as:

Residentially designated land within the urban growth boundary, including both vacant and developed land likely to be redeveloped, that is suitable, available and necessary for residential uses. Publicly owned land is generally not considered available for residential uses. Land is generally considered “suitable and available” unless it:

- (a) Is severely constrained by natural hazards as determined under Statewide Planning Goal 7;
- (b) Is subject to natural resource protection measures determined under Statewide Planning Goals 5, 6, 15, 16, 17 or 18;
- (c) Has slopes of 25 percent or greater;
- (d) Is within the 100-year flood plain; or
- (e) Cannot be provided with public facilities.

Discussion: OAR 660-008-0005 generally defines “Buildable Land” as vacant residential property not constrained by natural hazards or resources, and typically not publicly owned. The subject property is zoned residential and is classified as buildable.

Finding: This property should be designated as “developing.”

CONCLUSION & DECISION

Based upon the facts and findings herein and the recommendations of staff and the Planning Commission, City Council approves this annexation and that upon annexation, the subject property have a Comprehensive Plan designation of General Residential (Incorporated) GR and be zoned Apartment Residential (AR) and designated as “developing.”

* This annexation will **not** be subject to voter approval subsequent to this land use process. *

Rick Scholl, Mayor

Date

City of St. Helens
RESOLUTION NO. 1913

A RESOLUTION TO ADOPT AN UPDATED CITY OF ST. HELENS
 PERSONNEL POLICIES AND PROCEDURES HANDBOOK,
 SUPERSEDING RESOLUTION NO. 1893

WHEREAS, the City of St. Helens adopted the Personnel Policies and Procedures Handbook on June 17, 2020, with an effective date of July 1, 2020; and

WHEREAS, from time to time the City finds it necessary to update the Policies and Procedures Handbook, especially when changes in the law take place.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of St. Helens that:

1. The City of St. Helens Personnel Policies and Procedures Handbook, as set forth in **Exhibit A**, which is attached hereto and by this reference incorporated herein, is adopted in its entirety as the *City of St. Helens Personnel Policies and Procedures Handbook*.
2. The effective date for this Resolution and the attached *Personnel Policies and Procedures Handbook* is April 7, 2021.
3. Resolution No. 1893 is hereby superseded by this Resolution.

Approved and adopted by the City Council on April 7, 2021, by the following vote:

Ayes:

Nays:

 Rick Scholl, Mayor

ATTEST:

 Kathy Payne, City Recorder



Personnel Policies and Procedures Handbook

Adopted by Resolution No. 1893

Effective July 1, 2020

Amended by Resolution No. 1913

Effective April 7, 2021

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ADDENDUM A – Explanation and Examples of Code of Ethics

Welcome!

Welcome to the City of St. Helens! We're glad to have you on our team. At the City, we believe that our employees are our most valuable asset. In fact, we attribute our success as an organization in significant part to our ability to recruit, hire, and maintain a motivated and productive workforce. We hope that during your employment with the City you will be a productive and successful member of our team and do your part to contribute to the community we serve.

This employee handbook describes, in summary, the personnel policies and procedures that govern the employment relationship between the City of St. Helens and its employees, other than those found in collective bargaining agreements. The policies stated in this handbook are subject to change at any time at the sole discretion of the City with or without prior notice. This handbook supersedes any prior handbooks or written policies of the City that are inconsistent with its provisions. It does not, however, substitute for collective bargaining agreement provisions. To the extent that a provision in a valid collective bargaining agreement contradicts or is inconsistent with what is in this handbook, the collective bargaining agreement provision controls.

This handbook does not create a contract of employment between the City of St. Helens and its employees. All employment at the City is "at-will," meaning that either you or the City may terminate this relationship at any time, for any reason, not prohibited by law, with or without notice (unless you are subject to a collective bargaining agreement or written employment contract). No supervisor, department head, or representative of the City other than the City Council has the authority to enter into any agreement with you regarding the terms of your employment that changes our at-will relationship or deviates from the provisions in this handbook, unless the change or deviation is put in writing and signed by the Council (or that is included in a collective bargaining agreement).

You may receive updated information concerning changes in policy from time to time, and those updates should be kept with your copy of the handbook. I recommend reviewing this handbook periodically to be reminded of the City's expectations of its employees. If you have any questions about any of the provisions of this or future policies, please ask your department head, the City Administrator or Human Resources.

We hope that your experience here will be challenging, enjoyable and rewarding, while engaging you in the true meaning of public service.

Sincerely,

John Walsh
City Administrator
City of St. Helens

00I. EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICIES

The following EEO Policies apply to all employees, elected officials, and volunteers. Members of management, elected officials and employees alike are expected to adhere to and enforce the following EEO Policies. Any employee's failure to do so may result in discipline, up to and including termination.

All employees are encouraged to discuss these EEO Policies with their immediate supervisor or the City Administrator at any time if they have questions relating to the issues of harassment, discrimination or bullying.

A. No-Discrimination, No-Retaliation Policy

The City of St. Helens provides equal employment opportunity to all qualified employees and applicants without unlawful regard to race, color, religion, sex, gender identity, pregnancy (including childbirth and related medical conditions), sexual orientation, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other status protected by applicable federal, Oregon, or local law. The City also recognizes an employee's right to engage in protected activity under Oregon and federal law, as discussed in various policies below, and will not retaliate against an employee for engaging in protected activity.

The City's commitment to equal opportunity applies to all aspects of the employment relationship including but not limited to recruitment, hiring, compensation, promotion, demotion, transfer, disciplinary action, layoff, recall, and termination of employment.

B. Statement Regarding Pay Equity

The City supports Oregon's Pay Equity Law and federal and Oregon laws prohibiting discrimination between employees on the basis of a protected class (as defined by Oregon law) in the payment of wages or other compensation for work of comparable character. Employees who believe they are receiving wages or other compensation at a rate less than that at which the City pays wages or other compensation to other employees for work of comparable character are encouraged to discuss the issue with Human Resources.

See also "Statement Regarding Pay Practices" policy, below.

C. No-Harassment Policy

The City of St. Helens prohibits harassment of any kind or sexual assault in the workplace, or harassment or sexual assault outside of the workplace that violates its employees, elected officials, volunteers, and interns' right to work in a harassment-free workplace. Specifically, the City prohibits harassment or conduct related to an individual's race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other protected status or activity recognized under Oregon, federal or local law.

Each member of management is responsible for creating an atmosphere free of discrimination, harassment, and sexual assault. Further, all employees are responsible for respecting the rights of other employees and to refrain from engaging in conduct prohibited by this policy, regardless of the circumstances, and regardless of whether others participate in the conduct or did not appear to be offended. All employees are encouraged to discuss this policy with their immediate

supervisor, any member of the management team, or with Human Resources, at any time if they have questions relating to the issues of discrimination or harassment.

This policy applies to and prohibits sexual or other forms of harassment that occur during working hours, during City-related or –sponsored trips (such as conferences or work-related travel), and during non-working hours when that off-duty conduct creates an unlawful hostile work environment for any of the City’s employees. ***Such harassment is prohibited whether committed by City employees or by non-employees (including elected officials, members of the community, volunteers, interns, and vendors).***

Sexual Harassment

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature (regardless of whether such conduct is “welcome”), when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
3. Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment.

Some examples of conduct that could give rise to sexual harassment are unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; sexual jokes; flirtations; advances or propositions; verbal abuse of a sexual nature; comments about an individual’s body, sexual prowess, or deficiency; talking about your sex life or asking others questions about theirs; leering or whistling; unwelcome touching or assault; sexually suggestive, insulting, or obscene comments or gestures; displays of sexually suggestive objects or pictures; making derogatory remarks about individuals who are gay, lesbian, bisexual or transgender; or discriminatory treatment based on sex.

This is not a complete list.

Other Forms of Prohibited Harassment

City policy also prohibits harassment against an individual based on the individual’s race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other protected status or activity recognized under Oregon, federal or local law.

Such harassment may include verbal, written or physical conduct that denigrates, makes fun of, or shows hostility towards an individual because of that individual’s protected class or protected activity, and can include:

- Jokes, pictures (including drawings), epithets, or slurs;
- Negative stereotyping;
- Displaying racist symbols anywhere on City property;
- “Teasing” or mimicking the characteristics of someone with a physical or mental disability;
- Criticizing or making fun of another person’s religious beliefs, or “pushing” your religious beliefs on someone who doesn’t have them;

- Threatening, intimidating, or hostile acts that relate to a protected class or protected activity; or
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of the protected status.

This is not a complete list. All employees are expected to exercise common sense and refrain from other similar kinds of conduct.

Complaint Procedure

Employees, elected officials, volunteers, or interns who have experienced a sexual assault, any harassment, discrimination in violation of this policy, who have witnessed such behavior, or who have credible information about such behavior occurring, are expected and should bring the matter to the attention of the City Administrator or Human Resources, or a supervisor or member of management as soon as possible. Employees are strongly encouraged to document the information or incident in any written or electronic form, or with a voice mail message (or phone call). An employee who experiences or witnesses harassment is encouraged, but not required, to tell the harasser that the behavior is offensive and unwanted, and that he/she wants it to stop.

Investigation and Confidentiality

All complaints and reports will be promptly and impartially investigated and will be kept confidential to the extent possible, consistent with the City's need to investigate the complaint and address the situation. If conduct in violation of this policy is found to have occurred, the City will take prompt, appropriate corrective action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

Employees who have been subjected to harassment, sexual assault, or discrimination are encouraged to use the City's complaint-reporting procedure, described above, to ensure a timely, thorough investigation and handling of the situation. Employees may, however, seek redress from the Oregon Bureau of Labor and Industries (BOLI) pursuant to ORS 659A.820 to 659A.865, or in a court under any other available law, whether criminal or civil. Although the City cannot provide employees with legal advice, employees should be aware of the statute of limitations applicable to harassment or discrimination claims under ORS 659A.030, 659A.082 or 659A.121 (five years). Further, before an employee can take any legal action against the City, the employee must provide written notice of the claim within 180 days of the act or omission the employee claims has caused him/her harm. When an employee can prove harm as a result of unlawful harassment or discrimination in an administrative proceeding or in a court, remedies available to the employee include enforcement of a right, imposition of a penalty, or issuance of an order to the employee's employer (in limited circumstances).

Protection Against Retaliation

The City prohibits retaliation in any way against an employee because the employee has made a good-faith complaint pursuant to this policy or the law, has reported (in good faith) sexual assault, harassing or discriminatory conduct, or has participated in an investigation of such conduct.

Employees who believe they have been retaliated against in violation of this policy should immediately report it to the City Administrator or Human Resources or any supervisor or member of management. Any employee who is found to have retaliated against another employee in violation of this policy will be subject to disciplinary action up to and including termination of employment.

See also the No-Discrimination, No-Retaliation Policy, above, and the Reporting Improper and Unlawful Activity Policy, below.

Other Resources Available to Employees

The City provides an Employee Assistance Program (EAP) through a third party vendor to employees and dependents who are enrolled in the City's medical coverage. Employees will have access to confidential help 24 hours a day, seven days a week. The EAP program provides confidential counseling services and educational tools such as resources relating to eldercare, childcare, legal consultation, financial coaching, identity theft, and others.

The City cannot provide legal resources to its employees or referrals to specific attorneys. Employees may contact the Oregon State Bar for more information:
<https://www.osbar.org/public/>.

Other Employee Rights

Nothing in this policy is intended to diminish or discourage an employee who has experienced workplace harassment or discrimination, or sexual assault, from talking about or disclosing his/her experience.

The City is committed to creating and maintaining a workplace free of sexual assault, harassment, discrimination, and retaliation and it has confidence in the process it has developed for addressing good-faith complaints. However, Oregon law requires the City to inform employees that if they have been aggrieved by workplace harassment, discrimination or sexual assault and want to enter into an agreement with the City regarding his/her experience and/or employment status, the employee should contact Human Resources. The employee's request to enter into such an agreement must be in writing (email or text is acceptable). Requests of this nature will be considered on a case-by-case basis; such agreements are not appropriate for every situation. If the City and employee do reach an agreement, the City will not require an employee to enter into a nondisclosure agreement (which would prohibit the employee from discussing or communicating about his/her experiences in the workplace or the terms of the agreement) or a non-disparagement agreement (which would prohibit the employee from speaking slightly about the City or making comments that would lower the City in rank or reputation). If, however, the employee makes a request for an agreement under this paragraph, nondisclosure and non-disparagement are terms that the City and the employee may agree to. The employee will have seven days to revoke the agreement after signing it.

D. No-Bullying Policy

The City strives to promote a positive, professional work environment free of physical or verbal harassment, "bullying," or discriminatory conduct of any kind. The City, therefore, prohibits employees, elected officials, volunteers, and interns from bullying one another or engaging in any conduct that is disrespectful, insubordinate, or that creates a hostile work environment for another individual for any reason. For purposes of this policy, "bullying" refers to repeated, unreasonable actions of individuals (or a group) directed towards an individual or a group of employees, which is intended to intimidate and that creates a risk to the health and safety of the individual(s). Examples of bullying include:

1. Verbal Bullying: Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.

2. Physical Bullying: Pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person's work area or property.
3. Gesture Bullying: Non-verbal threatening gestures, glances that can convey threatening messages.
4. Exclusion Bullying: Socially or physically excluding or disregarding a person in work-related activities. In some cases, failing to be cooperative and working well with co-workers may be viewed as bullying.
5. Cyber Bullying: Bullying that takes place using electronic technology, which includes devices and equipment such as cell phones, computers, and tablets as well as communication tools including social media sites, text messages, chat, and websites. Examples of cyberbullying include transmitting or showing mean-spirited text messages, emails, embarrassing pictures, videos or graphics, rumors sent by email or posted on social networking sites, or creating fake profiles on websites for co-workers, managers or supervisors or elected officials.

This is not a complete list.

Individuals who have experienced bullying in violation of this policy, who have witnessed an incident of bullying, or who have credible information about an incident, are expected and should bring the matter to the attention of their supervisor or a member of management as soon as possible. If conduct in violation of this policy is found to have occurred the City will take prompt, appropriate action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

E. Disability Accommodation Policy

The City of St. Helens is committed to complying fully with the Americans with Disabilities Act (ADA), and Oregon's disability accommodation and anti-discrimination laws. We are also committed to ensuring equal opportunity in employment for qualified persons with disabilities.

Accommodations

The City will make reasonable efforts to accommodate a qualified applicant or employee with a known disability, unless such accommodation creates an undue hardship on the operation of the City.

Requesting an Accommodation

A reasonable accommodation is any change or adjustment to a job or work environment that does not cause an undue hardship on the department or unit (or, in some cases, the City) and which permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, or to enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities. For example, a reasonable accommodation may include providing or modifying equipment or devices, job restructuring, allowing part-time or modified work schedules, reassigning an individual, adjusting or modifying examinations, modifying training materials or policies, providing readers and interpreters, or making the workplace readily accessible to and usable by people with disabilities.

Employees should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to perform the essential duties of a position. All requests for accommodation should be made with the City Administrator, and should specify which essential functions of the employee's job cannot be performed without a reasonable accommodation. In most cases, an employee will need to

secure medical verification of his/her need for a reasonable accommodation. Both the City and employee must monitor the employee's accommodation situation and make adjustments as needed.

F. Pregnancy Accommodation Policy

Employees who are concerned that their pregnancy, childbirth, or a related medical condition (including lactation) will impact their ability to work should contact Human Resources to discuss their options for continuing to work and, if necessary, leave of absence options. The City will provide one or more reasonable accommodations pursuant to this policy for employees with known limitations unless such accommodations impose an undue hardship on the City's operations.

Although this policy refers to "employees," the City will apply this policy equally to an applicant with known limitations caused by pregnancy, childbirth or a related medical condition.

Requesting a Pregnancy-Related Accommodation

Employees who are concerned that their pregnancy, childbirth or a related medical condition will limit their ability to perform their duties should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to work. All requests for accommodation should be made with Human Resources and should specify which essential functions of the employee's job cannot be performed without a reasonable accommodation. In most cases, information from the employee's doctor may be needed to assist the City and the employee to find an effective accommodation, or to verify the employee's need for an accommodation. Both the City and employee must monitor the employee's accommodation situation and make adjustments as needed.

No-Discrimination, No-Retaliation

The City prohibits retaliation or discrimination against any employee who, under this policy: (1) asked for information about or requested accommodations; (2) used accommodations provided by the City; or (3) needed an accommodation.

Employees who ask about, request or use accommodations under this policy and applicable Oregon law have the right to refuse an accommodation that is unnecessary for the employee to perform the essential functions of the job or when the employee doesn't have a known limitation. Under Oregon law, an employer can't require an employee to use Family Medical Leave Act if a reasonable accommodation can be made that doesn't impose an undue hardship on the operations of the City. Also, no employee will be denied employment opportunities if the denial is based on the need of the City to make reasonable accommodations under this policy.

Leave of Absence Options for Pregnant Employees

Employees who are pregnant or experiencing pregnancy-related medical conditions should also be aware of their leave of absence options under Family Medical Leave Act. See policies on page 29, or speak with Human Resources.

G. Reporting Improper or Unlawful Conduct – No Retaliation

Employees may report reasonable concerns about the City's compliance with any law, regulation or policy, using one of the methods identified in this policy. The City will not retaliate

against employees who disclose information that the employee reasonably believes is evidence of:

- A violation of any federal, Oregon, or local law, rules or regulations by the City;
- Mismanagement, gross waste of funds, abuse of authority;
- A substantial and specific danger to public health and safety resulting from actions of the City; or
- The fact that a recipient of government services is subject to a felony or misdemeanor arrest warrant.

Further, in accordance with Oregon law, the City will not prohibit an employee from discussing the activities of a public body or a person authorized to act on behalf of a public body with a member of the Legislative Assembly, legislative committee staff acting under the direction of a member of the Legislative Assembly, any member of the elected governing body of a political subdivision, or an elected auditor of a city, county or metropolitan service district.

Employee Reporting Options

In addition to the City's Open Door Policy (see page 66), employees who wish to report potential improper or unlawful conduct should first talk to his/her supervisor. If you are not comfortable speaking with your supervisor, or you are not satisfied with your supervisor's response, you are encouraged to speak with Human Resources. Supervisors and managers are required to inform the City Administrator about reports of improper or unlawful conduct they receive from employees.

Reports of unlawful or improper conduct will be kept confidential to the extent allowed by law and consistent with the need to conduct an impartial and efficient investigation.

If the City were to prohibit, discipline, or threaten to discipline an employee for engaging in an activity described above, the employee may file a complaint with the Oregon Bureau of Labor and Industries or bring a civil action in court to secure all remedies provided for under Oregon law.

Additional Protection for Reporting Employees

Oregon law provides that, in some circumstances, an employee who discloses a good faith and objectively reasonable belief of the City's violation of law will have an "affirmative defense" to any civil or criminal charges related to the disclosure. For this defense to apply, the employee's disclosure must relate to the conduct of a coworker or supervisor acting within the course and scope of his or her employment. The disclosure must have been made to either: (1) a state or federal regulatory agency; (2) a law enforcement agency; (3) a manager with the City; or (4) an Oregon-licensed attorney who represents the employee making the report/disclosure. The defense also only applies in situations where the information disclosed was lawfully accessed by the reporting employee.

Policy Against Retaliation

The City will not retaliate against employees who make reports or disclosures of information of the type described above when the employee reasonably believes he/she is disclosing information about conduct that is improper or unlawful, and who lawfully accessed information related to the violation (including information that is exempt from disclosure as provided in Oregon law or by City policy).

In addition, the City prohibits retaliation against an employee for participating in good faith in any investigation or proceeding resulting from a report made pursuant to this policy. Further, no City employee will be adversely affected because he/she refused to carry out a directive that constitutes fraud or is a violation of local, Oregon, federal or other applicable laws and regulations. The City may take disciplinary action (up to and including termination of employment) against an employee who has engaged in retaliatory conduct in violation of this policy.

This policy is not intended to protect an employee from the consequences of his or her own misconduct or inadequate performance simply by reporting the misconduct or inadequate performance. Furthermore, an employee is not entitled to protections under this policy if the City determines that the report was known to be false, or information was disclosed with reckless disregard for its truth or falsity. If such a determination is made, an employee may be subject to discipline up to and including termination of employment.

002. EMPLOYMENT STATUS AND TERMS AND CONDITIONS OF EMPLOYMENT

A. Introductory Period of Employment

All new employees, including current employees who are promoted or transferred within the City, are hired into an introductory training period which generally lasts no less than six months. The introductory period is an extension of the employee selection process. During this period, you are considered to be in training and under observation and evaluation by your supervisor. Evaluation of your adjustment to work tasks, conduct and other work rules, attendance and job responsibilities will be considered during the introductory period. This period gives you an opportunity to demonstrate satisfactory performance for the position, and also provides an opportunity to determine if your knowledge, skills and abilities and the requirements of the position match. It is also an opportunity for you to decide if the City meets your expectations as an employer.

Employees who are promoted or transferred within the City must complete a secondary introductory period of the same length with each reassignment to a new position. A promoted/transferred employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the secondary introductory period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and the City's needs.

Any significant absence will automatically extend an introductory period by the length of the absence. If the City determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

At or before the end of the introductory period, a decision about your employment status will be made. The City will decide whether to: (1) Extend your introductory period; (2) Move you to regular, full-time or regular, part-time status; or (3) Terminate your employment.

Employees are not guaranteed any length of employment upon hire or transfer/promotion; both you and the City may terminate the employment relationship during the introductory period or any lawful reason. Further, completion of the introductory period or continuation of employment after the introductory period does not entitle you to remain employed by the City for any definite period of time. Both you and the City are free to terminate the employment relationship, at any time, with or without notice and for any reason not prohibited by law, unless subject to a

collective bargaining agreement or written employment contract.

Benefits eligibility and employment status are not changed during the secondary introductory period that results from a promotion or transfer within the City.

B. Employment Classifications

The City classifies employees as follows:

1. **Introductory:** Sometimes referred to as trial or probationary, employees in this classification are those whose performance is being evaluated to determine whether further employment in a specific position or with the City is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification as part of their probationary period performance evaluation.
2. **Regular Full-time:** Employees who are not in a temporary or introductory status and who are regularly scheduled to work the City's full-time schedule. Generally, they are eligible for the City's benefit package, subject to terms, conditions, and limitations of each benefit program.
3. **Regular Part-time:** Employees who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than the full-time work schedule. Regular part-time employees may be eligible for some benefits as specified in a collective bargaining agreement, or as required by law, subject to the terms, conditions, and limitations of the benefit program and those mandated by applicable law.
4. **Temporary/Term-limited:** Employment in a job established for a specific purpose, for a specific period of time, or for the duration of a specific project or group of assignments. Participation in benefits programs for temporary/term-limited employees is subject to the terms, conditions, and limitations of each benefit program and those mandated by applicable law. Temporary/term-limited employment can either be full-time or part-time.

Additionally, all employees are defined by federal and Oregon law as either "exempt" or "nonexempt," which determines whether the employee is eligible for overtime. Employees will be instructed as to whether they are exempt or nonexempt at the time of hire or when a promotion or demotion occurs. All employees, regardless of employment classification, are subject to all of the City's rules and procedures.

C. The Workweek

The workweek is a seven-day work period beginning Monday at 12:00 a.m. through Sunday at 11:59 p.m. or as otherwise prescribed by collective bargaining agreement. Work schedules vary throughout the City. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

D. Meal Periods and Rest Breaks

Nonexempt employees are required to take a paid, uninterrupted 15-minute rest break for every four-hour segment or major portion thereof in the work period. The rest break should be taken in the middle of each segment, whenever possible. Whenever a segment exceeds two hours, the employee must take a rest break for that segment.

Nonexempt employees are required to take at least a 30-minute unpaid meal period when the work period is six hours or greater. The law requires an uninterrupted period in which the

employee is relieved of all duties. No meal period is required if the work period is less than six hours. If, because of the nature or circumstances of the work, an employee is required to remain on duty or to perform any tasks during the meal period, the employee must inform his or her supervisor before the end of the shift so that the City may pay the employee for that work.

Sample rest and meal break schedules are listed below. Any changes to an employee's regular schedule must be authorized by his/her supervisor. Employees with questions about the rest or meal breaks available to them should contact their immediate supervisor or Human Resources.

| Length of Work Period | Number of Rest Breaks Required | Number of Meal Periods Required |
|--|--------------------------------|---------------------------------|
| 2 hours or less | 0 | 0 |
| 2 hours, 1 minute to 5 hours, 59 minutes | 1 | 0 |
| 6 hours | 1 | 1 |
| 6 hours, 1 minute to 10 hours | 2 | 1 |
| 10 hours, 1 minute to 13 hours, 59 minutes | 3 | 1 |

E. Rest Breaks for Expression of Breast Milk

The City will provide reasonable rest periods to accommodate an employee who needs to express milk for her child eighteen (18) months of age or younger. If possible, the employee will take the rest periods to express milk at the same time as the rest breaks or meal periods that are otherwise provided to the employee. If not possible, the employee is entitled to take reasonable time as needed to express breast milk.

The City will treat the rest breaks used by the employee for expressing milk as paid rest breaks up to the amount of time the City is required to provide as paid rest breaks and/or meal periods under applicable personnel rules or collective bargaining agreements. Additional time needed beyond the paid rest breaks and/or meal periods may be taken as unpaid time or take leave accruals.

If an employee takes unpaid rest breaks, the City may, at the discretion of the employee's supervisor, allow the employee to work before or after her normal shift to make up the amount of time used during the unpaid rest periods. The City will allow, but not require, an employee to substitute paid leave time for unpaid rest periods taken in accordance with this policy.

The City will make a reasonable effort to provide the employee with a private location within close proximity to the employee's work area to express milk. For purposes of this policy, "close proximity" means within walking distance from the employee's work area that does not appreciably shorten the rest or meal period. A "private location" is a place, other than a public restroom or toilet stall, in close proximity to the employee's work area for the employee to express milk concealed from view and without intrusion by other employees or the public.

If a private location is not within close proximity to the employee's work area, the City will identify a private location the employee can travel to. The travel time to and from the private location will not be counted as a part of the employee's break period.

Notice

An employee who intends to express milk during work hours must give their supervisor or

Human Resources reasonable verbal or written notice of her intention to do so in order to allow the City time to make any preparations necessary for compliance with this rule.

Storage

Employees are responsible for storing expressed milk. Employees may bring a cooler or other insulated food container to work for storing the expressed milk. If an office provides access to refrigeration for personal use, an employee who expresses milk during work hours may use the available refrigeration.

F. Overtime

Overtime compensation is paid to all nonexempt employees at a rate of one and one-half times a nonexempt employee's hourly rate for all hours worked over 40 in any workweek. Nonexempt employees are those who work in positions for which an overtime premium must be paid under Oregon wage and hour law and the federal Fair Labor Standards Act (FLSA).

In addition, non-represented, nonexempt employees of the Police Department shall be subject to the same overtime rules as provided to employees of the Police Department that are covered by the collective bargaining agreement with the recognized bargaining unit for the Police Department. General service non-represented, nonexempt employees shall be governed by the overtime rules in the collective bargaining agreement as applies to those employees who are represented by the recognized bargaining unit for general service employees. Refer to the respective collective bargaining agreement for further information.

Overtime Authority

Department heads are authorized to establish working hours and schedules to meet their department workload efficiently with attention given to the "work week" established for compliance with the federal Fair Labor Standards Act (FLSA). Work shall be scheduled to minimize overtime by eliminating regularly scheduled overtime unless approved by the employee's supervisor. Holiday overtime shall be reduced by scheduling the minimum staff necessary for those days. No overtime may be worked by nonexempt employees unless specifically authorized by a supervisor or member of management. Employees who work unauthorized overtime may be subject to discipline up to and including termination.

Assignment of Overtime Work

You may be required to work overtime. When overtime work is required by the City on a particular job on a shift commencing on a day other than Saturday, Sunday, or a holiday, the nonexempt employee performing that job at the conclusion of his or her straight-time hours will normally be expected to continue to perform the job on an overtime basis. When overtime work is assigned by the City on a Saturday, Sunday, or holiday, it generally will be assigned in order of seniority to the employees who regularly perform the particular work involved.

When overtime is required by the City on a Sunday or on a holiday, the City will endeavor to give the employees required to work notice of their assignment during their last shift worked prior to such Sunday or Holiday.

Overtime Pay

Overtime beyond the scheduled workday or workweek, must be authorized by the supervisor or member of management. Such authorized overtime shall be computed to the nearest fifteen (15) minutes and shall be compensated at the rate of one and one-half times the employee's

regular rate for all hours worked over 40 in any workweek. Paid leave time shall be counted as time worked for the purpose of computing overtime.

Compensatory (Comp) Time Policy

Compensatory time off in lieu of overtime pay may be used by departments with the understanding and notice to the employees that employees may request payment for overtime during the same pay period. All overtime work compensated by compensatory time off shall be credited at time and one-half for the hours actually worked. Employees shall be able to accrue a maximum of 80 hours of compensatory time or as stipulated in a collective bargaining agreement. An employee who has requested the use of accumulated comp time or payment for accumulated comp time shall be permitted to use those hours off within a reasonable period after the request unless it would unduly disrupt department operations. Upon termination of employment, any employee with unused comp time shall be paid at the average hourly base wage rate during the last three years of employment for the number of unused compensatory hours.

Call Time Policy

Call time shall be paid in accordance with approved collective bargaining agreements.

Standby Time

The City may need to be able to respond to emergencies for the safety and protection of its systems and the citizens of the city. The person designated as standby will be determined by the department manager or their designee. The City requires that the designated person be able to respond by telephone within 15 minutes, and to be on site within one hour. The designated person shall carry a cell phone and will be on standby for a time designated by the department manager or designee.

Compensation will be eight (8) hours regular pay for each week and then an additional four (4) hours regular pay for each holiday during the week. When responding to standby calls, employees will be paid in accordance with the respective collective bargaining agreement. Such pay will be in addition to any standby pay.

Additional Authority

City, Oregon, or federal rules sometimes require that personnel be on duty at other times rather than the City's normal scheduled work hours. During these times non-management employees, who are scheduled to work this as additional time, are either paid overtime or earn compensatory time off. When a supervisor is required to work hours not normal to his or her regular work hours, the supervisor shall be paid in accordance with the respective collective bargaining agreement. Work not normal to the supervisor includes, but is not limited to, weekend work at the Waste Water Treatment Plant or Public Works Department, or coverage of a shift or part of a shift at the Police Department that is normally scheduled for a non-management employee. Supervisors are encouraged to arrange schedules so as to limit the number of hours that supervisors are required to cover work not normally performed by the supervisor.

G. Employee-Incurred Expenses and Reimbursements

The City will pay actual and reasonable business-related expenses you incur in the performance of your job responsibilities if they are: (1) listed below or elsewhere in this handbook; and (2) pre-approved by your supervisor before they are incurred. The City will not pay for or

reimburse the costs incurred by a spouse, same-sex domestic partner, or travel companion who accompanies the employee on City-approved travel.

Employees must provide a completed and signed expense report and evidence of proof of purchase (receipts) (e.g., conference registration confirmation, map showing the mileage to and from the location). These items must be submitted within one month of the expense being incurred or the employee risks forfeiting their payment or reimbursement.

Some examples of actual and reasonable business-related expenses that the City will reimburse/pay for are:

- Conferences/workshops/trainings/seminars
- Lodging
- Meals
- Mileage and parking
- Clothing allowance
- Physical exams for commercial driver's license
- Certifications required to perform job duties

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

When a job requirement, it is the responsibility of the employee to maintain a current commercial driver's license.

Conferences/Workshops/Trainings/Seminars

As long as the conference/workshop/training/seminar is related to your position with the City, the City will pay for pre-authorized registration fees.

Lodging

The City will pay reasonable lodging expenses for pre-authorized travel as long as the purpose of the travel relates to your position with the City. Employees shall be reimbursed for reasonable actual expenses incurred for lodging while attending conferences, workshops, trainings or seminars authorized in advance by a supervisor or department head. When the employee would not reasonably be expected to return to his or her residence from authorized City business, lodging will also be reimbursed. Receipts for lodging must be provided to and approved by the supervisor before reimbursement shall be made.

Meals

For meals consumed while on pre-authorized travel, the City will reimburse employee for actual expenses incurred, not to exceed fifteen dollars (\$15) for breakfast, twenty dollars (\$20) for lunch, and twenty-five (\$25) dollars for dinner.

Maximum allowable meal expenses shall be based on the following schedule:

| | |
|-----------|--|
| | <u>Departure from assigned workplace</u> |
| Breakfast | 6:00 a.m. or earlier |
| Lunch | 11:00 a.m. or earlier |
| Dinner | 5:00 p.m. or earlier |

| | |
|-----------|---|
| | <u>Arrival back to assigned workplace</u> |
| Breakfast | 8:00 a.m. or later |
| Lunch | 2:00 p.m. or later |
| Dinner | 7:00 p.m. or later |

There shall be no reimbursement for alcohol expenses.

Working lunches for meeting purposes or representing the City will be reimbursed the actual cost and not be affected by the above time schedule.

If the registration fee for employee's conference/workshop/training/seminar includes a meal(s) but employee chooses to purchase a different meal, no reimbursement will be made for that purchase, since the City has already paid for a meal(s) in the registration fee. A copy of the registration form must be submitted with employee's reimbursement request.

A per diem may be requested prior to pre-authorized travel if the travel takes you away from the workplace for at least twenty-four (24) hours. The daily per diem rate is \$60 but upon return you must submit receipts and any unused monies to the City.

Mileage and Parking

City vehicles are provided for any transportation needed for City business, such as trainings, seminars, meetings, etc. Whenever feasible, employees will take a City vehicle. Use of personal vehicles for City business must be approved by your supervisor.

Employees will be reimbursed for authorized use of their personal vehicles at a rate established by the Internal Revenue Service. Reasonable parking costs are also reimbursed upon submission of receipts on an expense report. The mileage reimbursement is intended to offset the operating cost of the employee's vehicle when used in City business. This includes car insurance. The City is not responsible for damage to an employee's vehicle, when such vehicle is used for City business.

Any traffic citations or court-ordered fees relating to driving or parking offenses (including parking tickets) are the responsibility of the employee and will not be reimbursed by the City.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by the City may not be used for personal use without prior approval.

Clothing Allowance

The City will provide all necessary personal protection equipment (PPE) as is needed for any employee.

Physical Exams for Commercial Driver's License

Employees who are required to maintain a commercial driver's license as a condition of employment may have their physical exam requirement dealt with in the following manner:

1. The City shall provide the time and place to take such physical exam. Such tests shall be at City expense. It shall be arranged by the employee's supervisor to be done during regular work hours of the employee.

2. If an employee desires to make arrangements with a personal physician, such tests shall be arranged at a time approved by the employee's supervisor. The City will reimburse the employee up to the usual and customary charge for such exam as charged at the local clinic, upon proper documentation, for the costs of such physical exam.

Certifications Required to Perform Job Duties

Employees whose positions require certification will be reimbursed for expenses related to acquiring the certification or renewal of certification.

H. Payroll Policies

Employees are paid on the last business day of every month. Full-time employees have the option to receive up to 50% of their monthly paycheck via a draw on or the closest business day of the 15th of every month. The amount requested may be a percentage or a specific amount up to 50% of their base pay.

New employees as of the date this policy is approved will be required to have their checks setup on a direct deposit to the bank of their choosing. No paychecks will be delivered to any person other than the employee named on the paycheck unless the employee provides written permission for someone else to receive the check. Employees with direct deposit will have their itemized statement of wages for each pay period uploaded to an employee self-service portal that is available 24/7 for employees that need to physically print their paystubs, which means no physical paystubs will be printed for anyone who receives direct deposit.

I. Statement Regarding Pay Practices

The City makes all efforts to comply with applicable Oregon and federal wage and hour laws. In the event you believe that the City has made any improper deductions, has failed to pay you for all hours worked or for overtime, has failed to pay you in accordance with the law, or has failed to properly calculate your wages in any way, you must immediately report the error to the Finance Director. The City will investigate all reports of improper pay practices and will reimburse employees for any improper deductions or omissions. No employee will suffer retaliation or discrimination for reporting an error or complaint regarding the City's pay practices.

See also "Statement Regarding Pay Equity" policy, above.

J. Reporting Changes to an Employee's Personal Data

Because personnel records are used to administer pay and benefits, and other employment decisions, employees are responsible for keeping information current regarding changes in name, address, phone number, exemptions, dependents, beneficiaries, etc. Keeping your personnel records current can be important to you with regard to pay, deductions, benefits and other matters. If you have changes in any of the following items, please notify the Finance Division to assure that the proper updates/paperwork are completed as quickly as possible:

- Name;
- Marital status/Domestic Partnership (for purposes of benefit eligibility determination only);

- Address or telephone number;
- Dependents;
- Person to be notified in case of emergency;
- Other information having a bearing on your employment; and
- Tax withholding.

Employees may not intentionally withhold information from the City about the items listed above in order to continue to receive benefits or anything of value for themselves or anyone else. Upon request, the City may require employees to provide proof of marital status/domestic partnership status. Employees who violate this policy may be subject to discipline, up to and including termination.

K. Performance Reviews

All City employees will receive periodic performance reviews. Performance reviews serve as one factor in decisions related to employment, such as training, merit pay increases, job assignments, employee development, promotions, retention, and discipline/termination. Any employee who fails to satisfactorily perform the duties of his/her position is subject to disciplinary action (including termination).

The City's goal is to provide an employee with his/her first formal performance evaluation within 6-18 months following hire or promotion. After the initial evaluation, the City will strive to provide a formal performance review every 12 months from the employee's hire or promotion date. Special evaluations may be done at any time.

Reviews will generally include the following:

- An evaluation of the employee's quality and quantity of work
- A review of exceptional employee accomplishments
- Establishment of goals for career development and job enrichment
- A review of areas needing improvement
- Setting of performance goals for the employee for the following year

Employees who disagree with a performance evaluation may submit a written response with reasons for disagreement. The employee's response shall be filed with the employee's performance evaluation in the employee's personnel file. Such response must be filed no later than 30 days following the date the performance evaluation was received.

Supervisors and managers are encouraged to provide employees with informal evaluations of their employees' work on an as-needed basis.

L. Appointment

Employees are agents of the public and hold their positions for the benefit of the public. The employees are bound to uphold the Constitution of the United States of America and the State of Oregon and are required to administer impartially the laws of the nation, state, and city. All appointments to vacancies shall be made solely on the basis of merit, efficiency, and ability to do the job. These qualities shall be determined through careful and impartial evaluation of the following:

1. The applicant's level of training relative to the requirements of the position for which he or she has applied.

2. The applicant's level of education relative to the requirements of the position.
3. The results of an oral interview.
4. Whenever practical, the results of a competitive, written examination, or demonstration test, which shall be a fair and valid test of the abilities and aptitudes of applicants for the duties performed.
5. All other factors being equal and considering the equal employment opportunity policy, current City employees shall receive a preference for original appointments to vacancies.

No question in any test, in any application form, or posed by any appointing power shall be so framed as to attempt to elicit information concerning race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, veteran status, marital status, political affiliation, or any other legally protected classification or characteristic protected by federal, Oregon, or local law for the purpose of discrimination. Any collection of such data for the purposes of equal employment opportunity policy, or as required for any federal contract/subcontract shall be conducted in a manner to separate that data from the information utilized by the appointing authority in making a hiring decision.

All statements submitted on the employment application or attached to the resume shall be subject to investigation and verification prior to appointment. A false or incorrect statement, or a material omission, shall constitute cause for elimination from selection or termination at any time, if the applicant has been hired.

Appointments to regular positions shall be identified as "regular full-time" or "regular part-time" at the time of appointment. Regular full-time employees regularly working more than 37 hours per week year-round receive the full benefits outlined in these policies, and the salary schedule. Part-time employees are workers hired for less than 37 hours per week year-round. These employees may be eligible for benefits as specified in a collective bargaining agreement, or as required by law.

New employees shall be placed at the minimum rate within the assigned wage range unless special qualifications or labor market conditions justify placement above or below that level. In no instance should new employees be placed more than two steps on the salary schedule above the range entry rate on the basis of specialized skills, experience, or unique labor market conditions unless otherwise authorized by the Council. Employees who are promoted to a classification with a higher entry level should be placed at the lowest salary step that would result in a salary increase. Promotions should never occur just because an employee has reached the top of the range, unless covered in a collective bargaining agreement.

A successful applicant shall pass a criminal background check and, in some cases, a pre-employment screening test for alcohol and/or controlled substances.

Upon request, the City will provide reasonable accommodation in compliance with the Americans with Disabilities Act and Oregon law.

M. Access to Personnel Files

The City maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of the City, and access to the information they contain is restricted. Generally, only supervisors and management personnel of the City who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the City Recorder's Office and shall be required to give a minimum of five (5) calendar days' advance notice. Employees who wish to receive a certified copy of their own personnel file should contact the City Recorder's Office and shall be required to give a minimum of 10 calendar days advance notice. Employees may review their own personnel files in the City's offices and in the presence of an individual appointed by the City to maintain the files.

003. TIME OFF AND LEAVES OF ABSENCE

A. Attendance, Punctuality and Reporting Absences

Employees are expected to report to work as scheduled, on time and be prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for unpaid break periods or when required to leave on authorized City business, and perform the work assigned to or requested of them. Late arrivals, early departures, or other absences from scheduled hours are disruptive and must be avoided.

Unless specified otherwise in a policy below, employees who will be unexpectedly absent from work for any reason or who will not show up for work on time must communicate directly with their supervisor no later than one hour before the start of the employee's shift/work day. Communication may be in the form of a phone call, text message, or email, however, you must receive verbal or written acknowledgment for your absence to be excused. Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. A no call/no show lasting three days may be considered job abandonment and may result in termination of employment.

B. Vacation

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

* Regular full-time employees or as specified in any collective bargaining agreement

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule:

| Years of Service | | Hours Accrued Per Month | Days Per Year | Maximum Accumulation |
|------------------|-----------------------------|----------------------------|---------------------|-------------------------|
| Greater Than | Less Than Or Equal To | | | |
| 0 | 4 | 6.67 | 10 | 200 hours |
| 4 | 9 | 10.00 | 15 | 300 hours |
| 9 | 14 | 13.33 | 20 | 400 hours |
| 14 | 19 | 16.67 | 25 | 500 hours |
| 19 | | 20.00 | 30 | 600 hours |

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. Regular employees may take vacation time as it is accrued with their supervisor's permission and consistent with any established collective bargaining agreement.

Paid vacation time can be used in minimum increments of one-quarter hour. To take vacation, employees shall request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Vacation leave accrual and maximum accumulation may be modified with special written arrangement from the City Administrator. Failure to have special written arrangement will result in the employee's loss of any vacation leave earned over the maximum allowance.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

An employee who has been employed with the City for a minimum of 12 full months and who separates from City service shall receive payment for unused vacation leave in a lump sum at the base rate of pay applicable at the time of separation, providing the employee has been established at the base pay rate for the minimum of 45 days. A minimum of one-year employment must be served before vacation time accrued can be taken. Employees with less than 12 months of service are ineligible for this benefit.

There may be extenuating circumstances due to staffing levels and project workload demands that result in an employee exceeding vacation accrual limits. In this instance, an employee may be eligible to be paid accumulated vacation accruals not to exceed 96 hours in a given fiscal year, contingent upon the City Administrator and designated Council department liaison findings that:

1. The employee is not currently eligible to receive overtime pay; and
2. The employee could not reasonably take an extended vacation leave due to the Department and/or Division being understaffed (as defined by unfilled authorized budgeted/appropriated positions) or from excessive workload demands; and
3. That the payment is found to be in the best interest of the City instead of carrying forward excess accruals; and
4. That the amount of vacation accrual paid out reflects additional work effort.

C. Sick Leave

The City provides eligible employees with sick leave in accordance with Oregon's Paid Sick Leave Law. This policy will be updated as necessary to reflect changes in and to ensure compliance with Oregon law.

Employees with questions about this policy may contact Human Resources. Please also refer to the Oregon Sick Leave Law poster that is posted in your building's breakroom and is incorporated here by reference.

Eligibility and Accrual of Paid Sick Leave

Under Oregon's Paid Sick Leave Law and this policy, "employee" includes part-time, full-time, temporary/term-limited, hourly, salaried, exempt, and non-exempt employees. Sick leave runs concurrently with Oregon Family Medical Leave, federal Family and Medical Leave and other leave where allowed by law.

Eligible regular full-time employees accrue sick leave at the rate of eight (8) hours per full month of service. Eligible regular part-time employees accrue sick leave as per their respective collective bargaining agreement. Sick leave cannot be used during the month that it is being accrued. No sick leave shall accrue for any calendar month in which an employee has been off work using sick leave or leave without pay for more than one-half the scheduled working days of that month.

Regular part-time employees, not covered by a collective bargaining agreement, and temporary seasonal employees will be covered by the Oregon Sick Time Law.

Employees can request use of paid sick leave after completing a waiting period of 30 calendar days from the date they become eligible to accrue sick leave benefits.

Employees may carry over accrued and unused sick leave for use in subsequent years. Sick leave accrual is capped at 1,200 hours. If the employee's sick leave accruals reach this maximum, further accrual of sick leave will be suspended until the employee has reduced the balance below the limit.

Paid sick leave shall be taken in one-quarter hour increments.

An employee on an extended absence must apply for any other available compensation and benefits, such as workers' compensation and short- or long-term disability. Sick leave benefits will be used to supplement any payments that an employee is eligible to receive from these programs. The combination of any such disability payments and sick leave benefits shall not exceed the employee's base rate of pay.

Pay Rate and Carryover

Paid sick leave will be paid at the employee's regular base rate of pay.

Sick leave benefits will be calculated based on the employee's base rate of pay at the time of the absence and will not include any special forms of compensation, such as incentives, bonuses, or shift differentials.

Sick leave is meant to be used or carried over; any unused sick leave will not be cashed out upon separation from employment except upon retirement (see Sick Leave Cash-Out Upon Retirement below). If an employee leaves employment and is rehired within 180 days, the employee's sick leave balance will be restored.

Use of Sick Leave

Accrued paid sick leave may be used for the following reasons:

1. For the diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care. This is available for the employee or his/her covered family member.
 - “Family member” means the eligible employee’s spouse, same-gender domestic partner (as described in ORS 106.300 to 106.340), biological child, adopted child, stepchild, foster child; same-gender domestic partner’s child, parent, adoptive parent, stepparent, foster parent, parent-in-law; same-gender domestic partner’s parent, grandparent, grandchild; and any individual with whom the employee has or had an *in loco parentis* relationship.
2. For any purpose allowed under the Oregon Family Leave Act, including bereavement leave.
3. If the employee, or the employee’s minor child or dependent, is a victim of domestic violence, harassment, sexual assault or stalking as defined by Oregon law and requires leave for any of the purposes under Oregon’s domestic violence leave law (ORS 659A.272).
4. In the event of certain public health emergencies or other reasons specified under Oregon’s sick leave law.

Employee Notice of Need for Sick Leave

Foreseeable Sick Leave. If the need for sick leave is foreseeable, an employee must notify their supervisor as soon as practicable before the leave using the City’s call-in/notification procedures. Generally, an employee must provide at least 10 days’ notice for foreseeable sick leave. The request shall include the anticipated duration of the sick leave, if possible. Employees must make a reasonable effort to schedule foreseeable sick time in a manner that minimally disrupts the operations of the City. Employees must notify their supervisor of any change in the expected duration of sick leave as soon as is practicable.

Unforeseeable Sick Leave: If the need for sick leave is unforeseeable, the employee must notify their supervisor as soon as practicable and comply generally with the City’s call-in procedures. Generally, an employee should notify his/her immediate supervisor of unforeseeable sick leave at least 30 minutes prior to the beginning of his/her shift, unless physically unable to do so, at which time notice should be given as soon as possible. Employees shall strive to provide supervisor with as much advanced notice as possible but in no case shall it be less than 30 minutes.

An employee must contact his/her supervisor daily while on sick leave, unless an extended period of sick leave has been prearranged with the supervisor or when off work on protected leave. The employee shall inform his/her supervisor of any change in the duration of sick leave as soon as practicable.

If an employee fails to provide proper notice or make a reasonable effort to schedule leave in a manner that is only minimally disruptive to the organization and operations, the City may deny the use and legal protections of sick leave.

While on sick leave, employees are expected to be in their residence, a medical facility, or a pharmacy to pick up medication. If employee has the need to go elsewhere, they shall contact their supervisor for approval.

Sick Leave Documentation

If an employee takes more than three consecutive scheduled workdays as sick leave, the City may require reasonable documentation showing that the employee was absent for an approved reason. Reasonable documentation includes documentation signed by a healthcare provider, or documentation for victims of domestic violence, harassment, sexual assault or stalking.

Sick Leave Abuse

If the City suspects sick leave abuse, including but not limited to repeated use of unscheduled sick leave or repeated use of sick leave adjacent to weekends, holidays, vacations and paydays, the City may require documentation from a healthcare provider on a more frequent basis. Employees who use 80 or more hours per year of unscheduled sick leave without a doctor's note will be scrutinized. Employees found to have abused sick leave as described here may also be subject to discipline, up to and including termination.

Sick Leave Cash-Out Upon Retirement

Upon a PERS-eligible retirement, employees employed as of July 1, 2020, up to a maximum of 960 hours of sick leave accumulation will be deposited into the employee's HRA VEBA account or as prescribed in your respective collective bargaining agreement.

D. Holidays and Floating Holidays

The City will grant holiday time off to all employees on the holidays listed below:

- * New Year's Day (January 1)
- * Martin Luther King, Jr. Day (third Monday in January)
- * Presidents' Day (third Monday in February)
- * Memorial Day (last Monday in May)
- * Independence Day (July 4)
- * Labor Day (first Monday in September)
- * Veterans' Day (November 11)

The City will provide paid time off for Veterans Day if an employee would otherwise be required to work on that day and if the employee provides: (a) at least three weeks' written notice to their direct supervisor that he or she intends to take time off for Veterans Day; and (b) documents showing that he or she is a veteran. To take this leave, the veteran must have served on active duty in the armed forces for at least six months and received an honorable discharge. If the individual served in a reserve or National Guard unit, the employee is not qualified for leave unless he/she was deployed or served on active duty for at least six months. The City will notify the employee, at least 14 days before Veterans Day, whether he/she will receive time off for Veterans Day. If the City determines that providing time off on this holiday would cause significant economic or operational disruption or undue hardship, the request will be denied, but the City will allow the worker to take a single day off within one year of Veterans Day.

- * Thanksgiving (fourth Thursday in November)
- * Day after Thanksgiving
- * Christmas Eve (December 24)
- * Christmas (December 25)
- * Floating Holidays. Eligible employees will receive two floating holidays in each anniversary year except in the first fiscal year of employment. If hired after July 1, an employee's floating holidays will be pro-rated following the first full month of employment.

The City will grant paid holiday time off to all regular full-time employees or as specified in any collective bargaining agreement, immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's base rate of pay (as of the date of the holiday) times eight (8) hours.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. In the case where the Friday or Monday is also an observed holiday, the preceding Thursday or following Tuesday shall be observed as the holiday.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If eligible nonexempt employees work on a recognized holiday, they will receive holiday pay plus wages at their base rate of pay times one and a half for the hours worked on the holiday.

E. Family Medical Leave

FMLA/OFLA Policy

The following is a summary of Family and Medical Leave policy and procedures under the federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). Generally, and as will be discussed, eligible employees are entitled to 12 weeks of unpaid leave of absence for the reasons identified below. Federal and state law prohibit retaliation against an employee with respect to hiring or any other term or condition of employment because the employee asked about, requested or used Family Medical Leave. In all cases, applicable Oregon and federal laws, rules, policies and collective bargaining agreements govern the employee's and the City's rights and obligations, not this policy.

Employees seeking further information should contact Human Resources. Please also refer to the "Employee Rights and Responsibilities Under the Family Medical Leave Act" and "Oregon Family Leave Act" notices posted on employee bulletin boards, which are incorporated here by reference.

Definitions

Child/Son or Daughter

For purposes of OFLA, "child" includes a biological, adopted, foster or stepchild, the child of a registered same-sex domestic partner or a child with whom the employee is in a relationship of *in loco parentis*. For purposes of OFLA Serious Health Condition Leave, the "child" can be any age; for all other types of leave under OFLA, the "child" must be under the age of 18 or over 18 if incapable of self-care.

A "son or daughter" is defined by FMLA as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is either under 18 years of age or is 18 years of age or older and "incapable of self-care because of a mental or physical disability" at the time FMLA leave is to commence. FMLA also provides separate definitions of "son or daughter" for FMLA military family leave that are not restricted by age – see below.

Eligible Employee

OFLA – To qualify for OFLA leave for a Serious Health Condition or Sick Child Leave, an

employee must have been employed for at least 180 calendar days and worked an average of at least 25 hours per week. To qualify for Parental Leave under OFLA, an employee must have been employed for at least 180 calendar days (no per-week hourly minimum is required).

OMFLA – For purposes of Oregon Military Family Leave Act Leave, the employee need have only worked 20 hours per week (no minimum length of employment required). A different calculation method applies for reemployed service members under USERRA who seek OMFLA leave; see Human Resources for more information.

FMLA – Employees are eligible for FMLA leave if they have worked for a covered employer for at least 12 months (which may be based on separate stints of employment) and for 1,250 hours during the 12 months preceding the date leave is to begin. They must also be employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite.

Leave under Oregon and federal law will run concurrently when permitted.

Family Medical Leave

This includes all of the types of leave identified in the section below, entitled “Reasons for Taking Leave,” unless otherwise specified.

Family Member

- For purposes of FMLA, “family member” is defined as a spouse, parent or a “son” or “daughter” (defined above).
- For purposes of OFLA, “family member” includes the definitions found under FMLA and also includes adult children (for “serious health condition” leave only), a parent-in-law, grandparent, grandchild, registered same-sex domestic partner, and parent or child of a registered same-sex domestic partner.

Serious Health Condition

“Serious health condition” is defined under FMLA and OFLA as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Under OFLA only, “serious health condition” includes any period of absence for the donation of a body part, organ or tissue, including preoperative or diagnostic services, surgery, post-operative treatment and recovery.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

Other conditions may meet the definition of a “serious health condition”; see Human Resources for more information. The common cold, flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, and cosmetic treatments (without complications), are examples of conditions that are not generally defined as serious health conditions.

Reasons for Taking Leave

Family Medical Leave may be taken under any of the following circumstances:

1. Call to Active Duty Leave: Eligible employees with a spouse, son, daughter or parent on active duty or call to active duty status in the regular Armed Forces, National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain “qualifying exigencies.” “Qualifying exigencies” may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. This type of leave is available under FMLA only; however, under OFLA, specifically under the Oregon Military Family Leave Act, during a period of military conflict, as defined by the statute, eligible employees with a spouse or registered same-sex domestic partner who is a member of the Armed Forces, National Guard, or military reserve forces of the U.S. and who has been notified of an impending call or order to active duty, or who has been deployed, is entitled to a total of 14 days of unpaid leave per deployment after the military spouse or registered same-sex domestic partner has been notified of an impending call or order to active duty and before deployment and when the military person is on leave from deployment.
2. Employee’s Serious Health Condition Leave: To recover from or seek treatment for an employee’s serious health condition, including pregnancy-related conditions and prenatal care.
3. Family Member’s Serious Health Condition Leave: To care for a family member with a serious health condition.
4. Parental Leave: For the birth of a child or for the placement of a child under 18 years of age for adoption or foster care. Parental leave must be completed within 12 months of the birth of a newborn or placement of an adopted or foster child.
5. Pregnancy Disability Leave: For incapacity due to pregnancy, prenatal medical care or birth.
6. Servicemember Family Leave: Eligible employees may take up to 26 weeks of leave to care for a “covered servicemember” during a single 12-month period. A “covered servicemember” is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Under some circumstances, a veteran will be considered a “covered servicemember.” This type of leave is available under FMLA only.
7. Sick Child Leave: To care for a child who suffers from an illness or injury that does not qualify as a serious health condition but that requires home care. This type of leave does not provide for routine medical and dental appointments or issues surrounding the availability of childcare when the child is not ill or injured. Sick child leave is not available if another family member is able and willing to care for the child. This type of leave is available only to employees who are eligible under OFLA.
8. Bereavement Leave: This type of leave is addressed under OFLA; see the

Bereavement Leave Policy on page 36 for more information.

Length of Leave

In any One-Year Calculation Period, eligible employees may take:

- Up to 12 weeks of Parental Leave, Serious Health Condition Leave (employee's own or family member), Sick Child Leave, or Call to Active Duty Leave;
- In some cases, an additional 12 weeks of leave may be available to an eligible employee for an illness, injury or condition related to pregnancy or childbirth that disables the employee; and
- In some cases, employees who take the entire 12 weeks of OFLA Parental Leave will be entitled to an additional 12 weeks of Sick Child Leave.

When leave is taken for Servicemember Family Leave, an eligible employee may take up to 26 weeks of leave during the One-Year Calculation Period to care for the servicemember. During the One-Year Calculation Period in which Servicemember Family Leave is taken, an eligible employee is entitled to a combined total of 26 weeks of FMLA Leave (some of which may include other types of FMLA-specific leaves of absence).

One-Year Calculation Period

The "twelve month period" during which leave is available (also referred to as the "One-Year Calculation Period") will be determined by a rolling 12-month period measured backward from the date an employee uses any Family Medical Leave. Each time an employee takes Family Medical Leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Intermittent Leave

Intermittent or reduced schedule leave may be taken during a period of Family Member or Employee Serious Health Condition Leave or Servicemember Family Leave. Additionally, Call to Active Duty Leave may be taken on an intermittent or reduced leave schedule basis. An employee may be temporarily reassigned to a position that better accommodates an intermittent or reduced schedule; employees covered by OFLA will not be reassigned without his/her express consent and agreement. Employees must make reasonable efforts to schedule planned medical treatments so as to minimize disruption of City operations, including consulting management prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of both the City and the employee. The City will follow applicable federal and state laws in reviewing and approving such leave requests. Intermittent leave for Parental Leave is not available.

Employee Responsibilities – Notice

Employees must provide at least 30 days' advance written notice before Family Medical Leave is to begin if the reason for leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned treatment for a serious injury or illness of a covered servicemember (Servicemember Family Leave) by completing a Leave of Absence Request Form. If 30 days' notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical

emergency, notice must be given as soon as practicable. Normally, this should be within two business days of when the employee became aware of the need for the leave. If the situation giving rise to a Sick Child Leave is unforeseeable, an employee must give verbal or written notice to the City within 24 hours of commencement of the leave.

In the case of an unexpected serious health condition for employee or employee's family member, an unexpected illness, injury, or condition of a child requiring home care, a premature birth, unexpected adoption, or unexpected foster placement, or the death of a family member, you must provide your supervisor verbal notice within 24 hours of commencing leave, and file the Leave of Absence Request Form within three days of returning to work.

For Call to Active Duty Leave, notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.

Whether leave is to be continuous or is to be taken intermittently or on a reduced schedule basis, notice need only be given one time, but the employee must let Human Resources know as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown.

If circumstances change during the leave and the leave period differs from the original request, the employee must notify Human Resources within three business days, or as soon as possible. Further, employees must provide written notice within three days of returning to work.

Regardless of the reason for leave, or whether the need for leave is foreseeable, employees will be expected to comply with the City's normal call-in procedures. Employees who fail to comply with the City's leave procedures may be denied leave, subject to discipline, or the start date of the employee's Family Medical Leave may be delayed.

Certification

Generally speaking, employees must provide sufficient information for the City to determine if the leave may qualify for FMLA or OFLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for either Call to Active Duty or Servicemember Family Leave.

Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Additionally:

1. Employees requesting serious health condition leave for themselves or to care for a covered family member will be required to provide certification from the health care provider of the employee or the covered family member to support the request.
2. Employees requesting sick child leave under OFLA may be required to submit, at a minimum, a note from a doctor if the employee has requested to use more than three days (i.e., one three-day occurrence or three separate instances) of sick child leave within a one-year period.

Employees must furnish the City's requested medical certification information within 15 calendar days after such information is requested by the City. In some cases (except for leave to care for a sick child), the City may require a second or third opinion, at the City's expense, at the beginning of, during, or at the end of your leave period as allowed by law. Employees also may be required to submit subsequent medical verification.

Employees will not be asked for, and they should not provide, any genetic information about themselves or a family member in connection with a FMLA/OFLA medical certification.

Medical Certification Prior to Returning to Work

If Family Medical Leave is for the employee's own serious health condition, the employee must furnish, prior to returning to work, medical certification (fitness-for-duty certification) from his/her health care provider stating that the employee is able to resume work.

Substitution of Paid Leave for Unpaid Leave

Employees are required to use accrued paid leave, including floating holidays, vacation, compensatory time, and sick leave prior to a period of unpaid leave of absence on Family Medical Leave. Use of accrued paid leaves will run concurrently with Family Medical Leave. Represented employees may reserve accrued leave and compensatory time if provided by their collective bargaining agreement. If the employee has no accrued paid leave, floating holidays, vacation, compensatory time, or sick leave available to use during a Family Medical Leave, the leave will be unpaid.

Holiday Pay While on Leave

Employees using vacation pay or sick pay during a portion of approved Family Medical Leave in which a holiday occurs will qualify to receive holiday pay. Employees who are on unpaid leave during a portion of approved Family Medical Leave in which a holiday occurs, will not qualify to receive holiday pay.

On-the-Job Injury or Illness

Periods of employee disability resulting from a compensable on-the-job injury or illness will qualify for FMLA leave if the injury or illness is a "serious health condition" as defined by applicable law.

OFLA leave will not be reduced by and will not run concurrently with any period the employee is unable to work because of a disabling compensable on-the-job injury; however, if the injury or illness is a "serious health condition" as defined by Oregon law and the employee has refused a bona fide offer of light-duty or modified employment, OFLA leave will commence.

If the employee's serious health condition is the result of an on-the-job injury or illness, the employee may qualify for workers' compensation time-loss benefits.

Benefits While on Leave

If an employee is on approved FMLA or OFLA leave, the City will continue the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. An employee wishing to maintain health insurance during a period of approved FMLA or OFLA leave will be responsible for bearing the cost of his/her share of group health plan premiums which had been paid by the employee prior to the OFLA/FMLA leave. Employees will not accrue vacation, sick leave or other benefits (other than health insurance) while the employee is on a FMLA or OFLA leave. The leave period, however, will be treated as continuous service (i.e., no break in service) for purposes of vesting and eligibility to participate in the City's benefit plans.

Job Protection

Employees returning to work from Family Medical Leave will be reinstated to their former position. If the position has been eliminated, the employee may be reassigned to an available equivalent position with equivalent benefits, pay, and other terms and conditions of employment. Reinstatement is not guaranteed if the position has been eliminated under circumstances where the law does not require reinstatement. Exceptions may also apply for certain highly compensated employees under certain conditions for FMLA-only leave. In addition, employees on a leave extension are not guaranteed reinstatement. These employees will be handled in accordance with the reinstatement provisions for employees who do not meet their respective leave eligibility test.

Employees are expected to promptly return to work when the circumstances requiring Family Medical Leave have been resolved, even if leave was originally approved for a longer period. If an employee does not return to work at the end of a designated Family Medical Leave period, reinstatement may not be available unless the law requires otherwise.

The use of Family Medical Leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Employees who work for other employers during a "serious health condition" leave may be subject to discipline up to and including termination. Additionally, all employees who use Family Medical Leave for reasons other than the reason for which leave had been granted may be subject to discipline up to and including termination.

Leaves for Employees Who Do Not Meet Their Respective Leave Eligibility Test Above

Regular employees who have less than 180 calendar days of service and/or who average less than 25 hours per week prior to their leave may request leaves of absence for the reasons set forth above, subject to the following terms and conditions:

1. Leave requests must be made at least 30 days in advance of the date the employee would like the leave to begin or, in emergency situations, with as much advance notice as is practicable, using the official Leave of Absence Request Form. (Normally, this should be within two business days of when the need for the leave becomes known to the employee.)
2. The certification requirements and the conditions for required use of accrued time off, benefits accrual and continuation of group health insurance during leave set forth above apply to all leave requests.
3. Leaves will be limited to a 30-day maximum duration, except leaves for the employee's own serious health condition, which may be granted for up to a 12-week period and may be taken intermittently.

Reinstatement will not be guaranteed to any employee requesting leave who does not meet the respective leave eligibility test above unless otherwise required by law. However, the City will endeavor to place employees returning from leave in their former position or a position comparable in status and pay, subject to budgetary restrictions, the City's need to fill vacancies and its ability to find qualified temporary replacements.

F. Bereavement Leave

Employees who wish to take bereavement leave must inform the City as soon as possible after receiving notification of a family member's death. Notice must be provided within 24 hours of beginning leave.

Employees who have worked for the City for 180 calendar days, and averaged at least 25 hours per week, may take up to two weeks of unpaid bereavement leave per death of a Family Member (defined below). Employee who have worked for the City for 90-180 days may use up to 40 hours of accrued leave for bereavement purposes, and who have experienced the death of a Family Member (defined below). Employees who have worked for the City for fewer than 90 days may not be eligible for leave. See Human Resources for more information.

Bereavement leave may be used to attend the funeral or alternative to a funeral of the family member, to make arrangements necessitated by the death of the family member, or to grieve the death of the family member. The two weeks of bereavement leave must be taken in the 60-day period following notice of death of a family member and will be deducted from the employee's available leave time under OFLA.

Up to three (3) days of paid bereavement leave will be provided to regular full-time employees for travel of 120 miles or less one way and five (5) days for travel of more than 120 miles one way. Bereavement leave days are not required to be taken consecutively as long as the employee receives supervisor's approval. Employees may, with their supervisor's approval, use any available paid leave for additional time off as necessary.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements.

For paid bereavement leave purposes, the City defines "family member" as the employee's spouse, same-sex domestic partner (registered), child, parent, parent-in-law, grandparent, grandchild, sibling, son-in-law, daughter-in-law, aunt, uncle; or the same relations of an employee's spouse or same-sex domestic partner (registered).

In the event that a City employee dies, employees may be granted reasonable time off, up to three (3) hours of paid leave for the purpose of serving as pall bearer or to otherwise attend the funeral, with supervisor's approval.

G. Jury and Witness Duty

Jury Duty

The City will grant employees time off for mandatory jury duty and/or jury duty orientation. A copy of the court notice must be submitted to the employee's supervisor to verify the need for such leave. Jury duty leave is treated as time worked for pay purposes. The employee will turn over the jury duty pay he or she receives to the City.

The employee is expected to report for work when doing so does not conflict with court obligations. It is the employee's responsibility to keep his/her supervisor informed about the amount of time required for jury duty.

Witness Duty

Time spent serving as a witness in a work-related, legal proceeding will be treated as time worked for pay purposes, provided the time served occurs during regularly scheduled hours, the employee is subpoenaed to testify, and the employee submits witness fees to the City upon receipt.

Except for employee absences covered under the City's "Crime Victim Leave Policy" or "Domestic Violence Leave and Accommodation Policy," employees who are subpoenaed to testify in non-work-related legal proceedings must use any available vacation time to cover their absence from work. If the employee does not have any available vacation time, the employee may take unpaid leave. Employees must present a copy of the subpoena served on them to their supervisor for scheduling and verification purposes no later than 24 hours after being served.

H. Religious Observances Leave and Accommodation Policy

The City respects the sincerely held religious beliefs and ~~practices~~ observances of all employees. The City will make, upon request, an accommodation for such beliefs and observances when a reasonable accommodation is available that does not create an undue hardship on City's business. Employees may use vacation or unpaid time for religious holy days or to participate in a religious observance or practice; if accrued leave is not available, then an employee may request to take unpaid leave. Requests for religious leave or accommodation should be made with your immediate supervisor, and may require the requesting employee to provide proof of the "sincerely held" religious belief.

I. Crime Victim Leave Policy

Any employee who has worked an average of at least 25 hours per week for 180 days is eligible for reasonable, unpaid leave to attend criminal proceedings if the employee or his/her immediate family member (defined below) has suffered financial, social, psychological or physical harm as a result of being a victim of certain felonies, such as kidnapping, rape, arson, and assault.

"Immediate family member" includes a spouse, registered same-sex domestic partner, father, mother, sibling, child, stepchild, grandchild, or grandparent.

Employees who are eligible for crime victim leave must:

- Use any accrued, but unused vacation/sick leave during the leave period;
- After accrued leave is exhausted, employee may take unpaid leave;
- Provide as much advance notice as is practicable of his/her intention to take leave (unless giving advance notice is not feasible); and
- Submit a request for the leave in writing to their supervisor as far in advance as possible, indicating the amount of time needed, when the time will be needed, and the reason for the leave.

In all circumstances, the City may require certification of the need for leave, such as copies of any notices of scheduled criminal proceedings that the employee receives from a law enforcement agency or district attorney's office, police report, a protective order issued by a

court, or similarly reliable sources.

J. Domestic Violence Leave and Accommodation Policy

All employees are eligible for reasonable unpaid leave to address domestic violence, harassment, sexual assault, or stalking of the employee or his/her minor dependents.

Reasons for taking leave include the employee's (or the employee's dependent's) need to: seek legal or law enforcement assistance or remedies; secure medical treatment for or time off to recover from injuries; seek counseling from a licensed mental health professional; obtain services from a victim services provider; or relocate or secure an existing home.

Leave is generally unpaid, but the employee may use any accrued vacation or similar paid time off while on this type of leave.

When seeking this type of leave, the employee should provide as much advance notice as is practicable of his or her intention to take leave, unless giving advance notice is not feasible.

Notice of need to take leave should be provided by submitting a request for leave in writing to the employee's supervisor as far in advance as possible, indicating the time needed, when the time will be needed, and the reason for the leave. The City will then generally require certification of the need for the leave, such as a police report, protective order or other evidence of a court proceeding, or documentation from a law enforcement officer, attorney, healthcare professional, member of the clergy, or victim services provider.

If more leave than originally authorized needs to be taken, the employee should give the City notice as soon as is practicable prior to the end of the authorized leave. When taking leave in an unanticipated or emergency situation, the employee must give oral or written notice as soon as is practicable. When leave is unanticipated, this notice may be given by any other person on the employee's behalf.

Finally, employees who are victims of domestic violence, harassment, sexual assault, or stalking may be entitled to a "reasonable safety accommodation" that will allow the employee to more safely continue to work, unless such an accommodation would impose an "undue hardship" on the City. Please contact your supervisor immediately with requests for reasonable safety accommodations.

K. Military Leave

Employees who wish to serve in the military and take military leave should contact Human Resources for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

Further, eligible employees called for initial active duty for training and for all periods of annual active duty for training as a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States or of the United States Public Health Service, may be entitled to leave with pay for all regular workdays that fall within a period not to exceed 15 calendar days in any federal training year. Weekend drill obligations are not considered "federal active duty" for training under this policy; other requirements apply. Please contact Human Resources for more information and to make arrangements for this paid leave. Application for Military Leave shall be made at least 30 days in advance or as soon as is practicable.

L. Personal Leave

The City provides leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill personal obligations. Regular full-time employees are eligible to request personal leave as described in this policy.

As soon as eligible employees become aware of the need for a personal leave of absence, they should request a leave from their supervisor by completing a Leave of Absence Request Form.

Personal leave may be granted for a period of up to 90 calendar days every one-year. With the supervisor's approval, an employee may take any available sick leave or vacation leave as part of the approved period of leave.

Requests for personal leave will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by the City until the end of the month in which the approved personal leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from personal leave, benefits will again be provided by the City according to the applicable plans.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

When a personal leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, the City cannot guarantee reinstatement in all cases.

If an employee fails to report to work promptly at the expiration of the approved leave period, the City will assume the employee has resigned.

M. Donated Leave Program

Eligible employees are regular, non-probationary City employees accruing sick leave. The receiving employee shall have no documented history of abuse of leave for unscheduled absences, is not receiving workers' compensation or retirement benefits, and has depleted all available leave accruals. An employee called to active military duty who has exhausted all available leave is also eligible to receive donated leave.

The donated leave is intended to cover serious health conditions that may require inpatient hospice or resident health care. An employee may request leave for a serious health condition of themselves or any other eligible family member as defined in the Sick Leave section of the current Personnel Policy.

Regular full-time and regular part-time employees may voluntarily donate vacation leave or compensatory time in one hour increments to an eligible employee's sick leave account.

An employee may receive a maximum of 260 hours of donated leave at any one time. At no time may an employee have more than 260 hours of donated leave at his or her disposal. Only amounts needed will be used; any unneeded donated leave will not be deducted from the donor's accrual account.

Any eligible employee may request a donation of leave hours from employees within the City who are eligible to participate by completing the “Request to Receive Donated Leave” form. It shall be up to an employee to request donations of leave accrual through their supervisor. If such employee is not capable of making application on their own behalf, a personal representative or the employee’s supervisor may make a written application for the employee. Before applying on behalf of an employee, every effort must be made to obtain consent from the employee or, in situations where this is not possible, the recipient’s personal guardian. This form may be obtained from Human Resources. Completed forms shall be returned to the employee’s supervisor for approval. Human Resources will distribute the approved Request to Receive Donated Leave notice to all City employees.

Payroll shall reduce the donor’s leave balances according to the approved request forms submitted by Human Resources. Payroll will notify the donor of the transfer of leave. The hours shall be credited as sick leave only based on an hour for hour exchange.

Employees receiving short- or long-term disability are not eligible to receive donated leave.

004. EMPLOYEE BENEFITS

A. Healthcare Benefits

The City’s health insurance plan provides employees and their dependents access to medical, vision and dental insurance benefits. Regular full-time employees, or as otherwise specified in a collective bargaining agreement, are eligible to participate in the health insurance plan. Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between the City and the insurance carrier.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact Human Resources for more information about health insurance benefits.

B. Short-Term Disability

The City provides a short-term disability (STD) benefits plan to regular full-time employees, or as otherwise specified in a collective bargaining agreement, who are unable to work because of a serious health condition as defined by FMLA/OFLA (see Section 003.E).

The City’s self-funded STD insurance program will provide wage continuation of up to 50% of the employee’s monthly base wage and maintain health benefits for any qualifying short term disability event. The short-term disability benefit only covers a qualifying event and shall not exceed 90 days from the date of incident. Once an employee returns to work, whether part-time or full-time, they no longer qualify for this benefit. After employees exhaust 90 days of this short-term disability self-funded City benefit, long-term disability insurance benefits cover qualifying employees in accordance with the group insurance policy plan document in effect.

Other benefits you receive, or may be eligible to receive, may reduce the amount of disability benefits due you. Examples of other benefits may include, but are not limited to, sick leave, workers’ compensation, state disability, social security, and retirement.

To avoid a possible overpayment on your claim, which would need to be repaid to the City, you should inform the City if you receive other benefits.

Sick leave and vacation time shall not accrue while on STD.

See respective collective bargaining agreement for effects of leave on seniority.

An employee eligible for short-term disability is ineligible for donated leave.

C. Long-Term Disability

The City provides a long-term disability (LTD) benefit plan to help eligible employees cope with an illness or injury that results in a long-term absence from employment. LTD is designed to ensure a continuing income for employees who are disabled and unable to work.

Long-term disability benefits are not to exceed sixty-six and two-thirds percent (66 2/3%) of gross pay or \$2,000 per month, whichever is less, reduced by Social Security and PERS disability payments as well and to the extent defined by the LTD insurance plan for the duration of disability benefit eligibility as provided in the LTD plan.

No accrual of sick leave, vacation, and holiday benefits will occur during LTD. Employee's health premiums paid by the City will cease one year from the date of time loss whether established through a workers' compensation claim or disability insurance claim.

Regular full-time employees, or as specified in a collective bargaining agreement, may participate in the LTD plan subject to all terms and conditions of the agreement between the City and the insurance carrier.

See respective collective bargaining agreement for effects of leave on seniority.

Details of the LTD benefits plan including benefit amounts, and limitations and restrictions are described in the Summary Plan Description provided to eligible employees. Contact Human Resources for more information about LTD benefits.

An employee eligible for long-term disability is ineligible for donated leave.

D. Employee Assistance Program (EAP)

The City cares about the health and well-being of its employees and recognizes that a variety of personal problems can disrupt their personal and work lives. While many employees solve their problems either on their own or with the help of family and friends, sometimes employees need professional assistance and advice.

This free, confidential service is provided by a third-party vendor and is available to all employees and dependents covered on a CIS Regence or Kaiser medical plan. The EAP can be used to assist employees and eligible family members with any personal problems, large or small. Each covered employee and eligible family members can receive up to five (5) personal counseling sessions per situation per year. Sessions can be face to face, over the phone, or online for concerns such as marital conflict, conflict at work, depressions, stress management, family relationships, anxiety, alcohol or drug abuse, grieving a loss, and career development services.

EAPs may also provide educational tools as resources relating to eldercare, childcare, legal consultation, financial coaching, identity theft, home ownership, and gym membership discounts.

More information regarding this service can be obtained by contacting Human Resources.

The EAP is strictly confidential and is designed to safeguard your privacy and rights. Information

given to the EAP counselor may be released only if requested by you in writing. All counselors are guided by a Professional Code of Ethics.

Personal information concerning employee participation in the EAP is maintained in a confidential manner. No information related to an employee's participation in the program is entered into the personnel file.

There is no cost for employees to consult with an EAP counselor. If further counseling is necessary, the EAP counselor will outline community and private services available. The counselor will also let employees know whether any costs associated with private services may be covered by their health insurance plan. Costs that are not covered are the responsibility of the employee.

Minor concerns can become major problems if you ignore them. No issue is too small or too large, and a professional counselor is available to help you when you need it.

E. Workers' Compensation and Safety on the Job

You are protected by workers' compensation insurance under Oregon law. This insurance covers you in case of occupational injury or illness by providing, among other things, medical care and compensation and temporary or other disability benefits. Employees are expected to work safely and in a safe environment.

To assist in providing a safe and healthful work environment for employees, customers, and visitors, the City has established a workplace safety program. This program is a top priority for the City. Its success depends on the alertness and personal commitment of all.

The City has adopted a comprehensive Health & Safety Manual, a copy of which is available to all employees. The City also provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Steps to Take if You are Injured on the Job

If you are injured on the job, the City wants to know about it and expects to learn about it no later than 24 hours after your injury (report all work-related injuries to your supervisor).

To ensure that you receive any workers' compensation benefits to which you may be entitled, you must do all of the following:

1. Immediately report any work-related injury to your supervisor. You must report the injury at the time it happens, and no later than 24 hours after injury.
2. Seek medical treatment and follow-up care if required.
3. Human Resources will fill out a claim form (Form 801) for you to sign and then it will be sent to SAIF.

Failure to timely follow these steps may negatively affect your ability to receive benefits.

Return-to-Work Program

The City has developed a program designed to assist workers who are temporarily disabled due to an injury or illness. This program is called the *Return to Work Program*.

When employees report injuries or illness, they will be given certain forms and may be sent to a doctor for examination and/or treatment. If the doctor determines that the employee qualifies for the City's *Return-to-Work Program*, the doctor will complete the appropriate forms indicating the restrictions and conditions for transitional work. The City will then attempt to provide a modified work position until the employee is able to resume regular duties. All modified work is temporary in nature and is designed to facilitate a return to regular duties as soon as possible. Modified duty positions may be offered at any location or on any shift.

Failure to report to work at the designated time and place will be regarded as voluntary resignation and could affect the employee's time loss compensation.

The City may modify, change, or discontinue the *Return-to-Work Program* position or conditions of the program at any time.

Studies show that return to work programs are therapeutic and help speed the recovery process. In addition, injured employees stay in touch with the work environment and with fellow employees, which helps to facilitate a smooth opportunity for cross training and developing new skills.

If you require workers' compensation leave, you will — under most circumstances — be reinstated to the same position that you held at the time your leave began, or to an equivalent position, if available. However, you must first submit documentation from a healthcare provider who is familiar with your condition certifying your ability to return to work and perform the essential functions of your position.

When returning from a workers' compensation leave you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not been on leave, or if your position is eliminated, and no equivalent or comparable positions are available, then you may not be entitled to reinstatement. These are only examples and all reinstatement/reemployment decisions are guided by the terms of any applicable collective bargaining agreement. The City does not discriminate against employees who suffer a workplace injury or illness.

Early Return-to-Work Program

Our Return-to-Work program provides guidelines for returning you to work at the earliest possible time after you have suffered an on-the-job injury or illness that results in time loss. This program is not intended as a substitute for reasonable accommodation when an injured employee also

qualifies as an individual with a disability. The Return-to-Work Program is intended to be transitional work, to enable you to return to your regular job in a reasonable period of time.

The Return-to-Work program for job-related injuries consists of a team effort by the City, injured employees and their treating physicians, and our workers' compensation insurance carrier claims staff. The goal is to return our employees to full employment at the earliest possible date that is consistent with their medical condition and the advice of the treating physician.

If your doctor determines that you are able to perform modified work, the City will attempt to provide you with a temporary job assignment for a reasonable period of time until you can resume your regular duties (except where provided as an accommodation for a disability). If, due to a work-related injury, you are offered a modified position that has been medically approved, failure to phone in or report at the designated time and place may affect your compensation and employment with the City. While you are on modified or transitional work, you are still subject to all other City rules and procedures.

Overlap With Other Laws

The City will account for other leave and disability laws that might also apply to your situation, such as the Americans with Disabilities Act (ADA) and Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA). If, after returning from a workers' compensation leave, it is determined that you are unable to perform the essential functions of your position because of a qualifying disability, you may be entitled to a reasonable accommodation, as governed by the ADA and/or applicable Oregon laws covering disabilities in the workplace.

F. Public Employees' Retirement System (PERS) Benefits

The City participates in the Public Employees Retirement System (PERS); therefore, your designation as a Tier I, Tier II, or Oregon Public Service Retirement Plan (OPSRP) member will depend on your prior PERS service and PERS rules. An employee's designation and eligibility for participation in PERS or the OPSRP are determined by law. For more information about these plans, please contact PERS at 1-888-320-7377 or visit their website at www.oregon.gov/PERS. For information about the City's contributions to employee PERS or OPSRP plans, please contact Payroll.

So long as required by state law, all employees automatically become a member of PERS of the State of Oregon, if they are eligible immediately, or its successor plan, the Oregon Public Service Retirement Plan (OPSRP), after six (6) consecutive months of uninterrupted service in any position which requires at least 600 hours of work per year.

The City has elected to pay the employee's portion, called PERS/OPSRP pickup, on gross salary and wages as part of the compensation for all regular full-time employees and employees who work more than 600 hours per calendar year.

For information about the City's contributions to employee PERS or OPSRP plans, please contact Payroll.

The City will consider allowing PERS-eligible employees to retire from his/her employment with the City and then rehiring them, as permitted under Oregon law. The City will consider, among other factors, the uniqueness of the employee's skills or experience, the needs of the City, and the ability of existing employees to perform the work of the retiring employee. Please see the City Administrator for more information.

G. Longevity Pay

Longevity pay is available to regular full-time employees, except those receiving certification pay. Unrepresented full-time employees' longevity rates shall be adopted by resolution. Represented employees' longevity rates shall be included in their respective collective bargaining agreements. Longevity will be paid out monthly and included in employees' paycheck.

H. Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a qualifying event would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the City's group rates plus an administration fee. The City's insurance provider provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the City's health insurance plan. The notice contains important information about the employee's rights and obligations.

For questions regarding COBRA, please contact Payroll.

I. Educational Assistance

The City encourages training and educational opportunities for its regular full-time employees to allow promotion from within existing employees whenever possible.

Attendance at seminars, training opportunities, conferences, or conventions shall be the decision of the department head. Permission shall be granted on the basis of available time, budget constraints, and the relationship of the training to the employee's job. For required training, an employee sent to such training will have instructional fees, lodging, meals and travel paid for by the City. Employees assigned to mandatory training activities will be paid at the regular rate or overtime rate, whichever is appropriate and according to BOLI standards and requirements.

The City may also reimburse for higher education or vocational training after the higher education or vocational training class has been completed and when the following are met:

- Courses must directly relate to the employee's present or potential promotional assignment at the City.
- The Department must have sufficient budgetary resources available prior to approval. The absence of budgeted funds is a reason for denial of the request.
- The City shall reimburse for tuition expenses only. The reimbursement rate shall not exceed public institution charges for undergraduate courses. If graduate fees are charged, the City will reimburse based on the undergraduate rate.
- To participate in the City's reimbursement policy as outlined in this section, an employee must submit a written request to his/her supervisor and obtain the approval from the department head prior to enrolling in the course.
- Tuition reimbursement may be requested for only one course during any one quarter or semester.

- The employee may not be receiving reimbursement from any other source.
- The employee must submit evidence of satisfactory completion of the course, a grade, when reduced to standard numerical grading, of 2.5 or better (or “pass” in the case of a pass/fail class).
- The employee shall refund the City a proportional amount of the course if the employee terminates employment or is terminated with cause within two calendar years of completion of the course. To determine the prorated amount, the cost of the course will be divided by 24 months and the employee will be responsible for repaying the cost of the course less the prorated amounts for the months worked since completion of the course.

Employees will receive no compensation for time spent outside regular work hours participating in voluntary training activities for which they receive tuition reimbursement.

J. HRA VEBA Plan Contribution

The City has established an Employer Plan Agreement with HRA VEBA, which must be operated in compliance with IRS requirements and meet conditions, if any, which are established by the City’s health insurance provider.

The HRA VEBA Plan is a funded health reimbursement arrangement (HRA) offered by HRA VEBA Trust. VEBA stands for voluntary employees’ beneficiary association. An HRA is an account-based health plan you can use to reimburse your qualified out-of-pocket healthcare costs as defined by the IRS. Your account is funded with contributions from the City. Employer contributions, investment earnings and withdrawals (claims) are tax-free. The amount the City contributes is based on an adopted resolution or your respective collective bargaining agreement.

At the time of PERS eligibility retirement, the cash value of unused sick accrual, up to a maximum of 960 hours, will be deposited into the employee’s HRA VEBA account, if the employee has established one. The City’s definition of retirement follows the rules of PERS eligibility for retirement (see figure below). Exceptions to the retirement rule may be granted upon written approval by the City Administrator. Requests for exception must be received 30 days prior to separation.

| Classification | Tier | Retirement Age | | Unreduced Retirement |
|-----------------|---------|----------------|-------|----------------------------------|
| | | Normal | Early | |
| General Service | 1 | 58 | 55 | 30 years |
| General Service | 2 | 60 | 55 | 30 years |
| General Service | OPSRP | 65 | 55 | Age 58 with 30 years |
| Police & Fire | 1 and 2 | 55 | 50 | 30 years or age 50 with 25 years |
| Police & Fire | OPSRP | 60 | 50 | Age 53 with 25 years |

K. Physical Fitness Club / Wellness Activity Benefit

The City shall provide for regular full-time employees up to \$50 payment per month per employee for participation by the employee in any physical fitness club or other wellness activity approved by the City Administrator. Payment is on a reimbursement basis. Reimbursement requests for January through June must be submitted by July 15 and reimbursement requests for July through December must be submitted by January 15.

005. MISCELLANEOUS POLICIES

A. Alcohol/Drug Use, Abuse and Testing

The City works to maintain a safe and efficient work environment. Employees who misuse controlled substances, prescription or illegal drugs, or alcoholic beverages pose a risk both to themselves and to everyone who comes into contact with or depends upon them and risks damage to the City's reputation.

The City expects employees to report to work in a condition that is conducive to performing their duties in a safe, effective and efficient manner. An employee's off-the-job as well as on-the-job involvement with drugs and alcohol can have a significant impact on the workplace and can present a substantial risk to the employee who is using alcohol and drugs, to coworkers and others.

This policy applies to all employees (except where noted in this policy or where it is inconsistent with applicable law and/or collective bargaining agreement principles). This policy revises and supersedes all previous drug and alcohol testing policies and practices.

Prohibited Conduct

- Possession, transfer, use or being under the influence of any alcohol while on City property, on City time, while driving City vehicles (or personal vehicles while on City business), or in other circumstances which adversely affect City operations or safety of City employees or others.
- The conduct prohibited by this rule includes consumption of any intoxicating liquor within four hours of reporting to work or during rest breaks or meal periods. If use of alcoholic liquor or an alcohol "hangover" adversely affects an employee's physical or mental faculties while at work to any perceptible degree, or the employee's blood alcohol content exceeds .02 percent, the employee will be deemed "under the influence" for purposes of this rule.
- Law enforcement employees may possess or transfer alcohol during the performance of their law enforcement duties, e.g., collecting evidence.
- Possession, distribution, dispensing, sale, attempted sale, use, manufacture or being under the influence of any narcotic, hallucinogen, stimulant, sedative, drug or other controlled substance while on City property, on City time, while driving City vehicles (or personal vehicles while on City business), or in other circumstances which adversely affect City operations or safety of City employees. Employees may not have any detectable amount of narcotic, hallucinogen, stimulant, sedative, drug or other controlled substance in their system while on City property or on City time.
 - Law enforcement employees may possess narcotics, drugs or other controlled substances while engaging in law enforcement duties, e.g., collecting or transporting evidence.
 - The conduct prohibited by this rule includes consumption of any such substance prior to reporting to work or during rest breaks or meal periods. If use of such substances or withdrawal symptoms adversely affects an employee's physical or mental faculties while at work to any perceptible degree, or the employee tests "positive" for any such substances by screening and confirmation tests, the employee will be deemed "under the influence" for purposes of this rule.

- As used in this policy, "controlled substance" includes, but is not limited to, any controlled substance listed in Schedules I through V of the Federal Controlled Substance Act, including marijuana that is otherwise lawful to use under Oregon, Washington or any other state's law.
- Bringing to City property, or possessing, items or objects on City property that contain any "controlled substance," including, for example, "pot brownies" and candy containing marijuana. This prohibition does not apply to law enforcement employees who bring or possess such items in connection with law enforcement work. No employee, regardless of position held, may knowingly serve items containing marijuana or any other "controlled substance" to co-workers, members of the public, or elected officials while on work time or on/in City property.
- Bringing marijuana-related equipment or any devices marketed for use or designed specifically for use in ingesting, inhaling or otherwise introducing marijuana (among other drugs), such as pipes, bongs, "vape" pens, smoking masks, roach clips, and or other drug paraphernalia. This prohibition does not apply to employees who possess such items in connection with law enforcement work.
- Bringing equipment, products or materials that are marketed for use or designed for use in planting, propagating, cultivating, growing, or manufacturing marijuana, including live or dried marijuana plants to City property. This prohibition does not apply to employees who possess such items in connection with law enforcement work.

Prescription Drugs and Medical Marijuana

With the exception of medical marijuana, nothing in this rule is intended to prohibit the use of a drug taken under supervision by a licensed health care professional, where its use does not present a safety hazard or otherwise adversely impact an employee's performance or City operations.

Employees must inform their supervisor about any prescription drugs that they use that could adversely affect their physical or mental faculties to any perceptible degree. If an employee's use of such prescription drugs could adversely affect City operations or safety of City employees or other persons, the City may reassign the employee using the drugs to other work or take other appropriate action to accommodate the physical or mental effects of the medication. Failure to report use of prescription drugs covered by this rule will subject an employee to disciplinary action, up to and including termination. (Although an employee is not required to provide the City with the name(s) of the prescription medication(s) taken, medical verification of the prescription may be required.)

The use of marijuana, which is a Schedule 1 controlled substance under federal law, is expressly prohibited under this policy, even if its medical use is authorized under state law. Employees who use medical marijuana in connection with a disability should discuss with their supervisor other means of accommodating the disability in the workplace, as the City will not agree to allow an employee to use medical marijuana as an accommodation. (See the "Disability Accommodation Policy," above.)

Reasonable Cause Testing

If there is reasonable cause to suspect that an employee is under the influence of controlled substances or alcohol during work hours, or has used drugs or alcohol in violation of this policy, the City may require the employee to undergo testing for controlled substances or alcohol.

As used in this policy, unless the context indicates otherwise:

- The terms "test" and "testing" shall be construed to mean job impairment field tests, laboratory tests, breathalyzer tests, and other tests of saliva, blood and urine. No testing shall be performed under this rule without the approval of the City Administrator or the City Administrator's designee.
- "Reasonable cause" as used in this policy means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is more likely than not under the influence of controlled substances or alcohol, or has used drugs or alcohol in violation of this policy. Circumstances which can constitute a basis for determining "reasonable cause" may include, but are not limited to:
 - a pattern of abnormal or erratic behavior;
 - information provided by a reliable and credible source;
 - a work-related accident;
 - direct observation of drug or alcohol use;
 - presence of the physical symptoms of drug or alcohol use (i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
 - unexplained significant deterioration in individual job performance;
 - unexplained or suspicious absenteeism or tardiness;
 - employee admissions regarding drug or alcohol use; and
 - unexplained absences from normal work areas where there is reason to suspect drug or alcohol related activity.

Supervisors should detail in writing the specific facts, symptoms or observations that form the basis for their determination that reasonable cause exists to warrant alcohol or controlled substance testing of an employee or a search. This documentation shall be forwarded to the City Administrator. Whenever possible, supervisors should locate a second employee or witness to corroborate his/her "reasonable cause" findings.

An employee whose initial laboratory screening test for controlled substances yields a positive result, will be sent for confirmation testing. If the result comes back positive after the confirmation test, it will then be sent to Medical Review. The Medical Review Officer (MRO) for Bio-Med or his/her Assistant will then call the employee for an interview, to determine if the positive is from a prescription medication or an illegal substance. The MRO will make the final decision on the result and then forward it to Bio-Med to data enter and send to the employer. The employee may request the sample be sent to another lab for a reconfirmation, but such testing will be paid for by the employee.

Post-Accident Testing

Employees are subject to testing when they: (a) cause or contribute to accidents that seriously damage a City vehicle, machinery, equipment or property; or (b) result in an injury to themselves or another employee requiring offsite medical attention; and (c) when the City has a reasonable basis to believe that the accident or injury may have been caused by drug or alcohol use.

Search of Property

When reasonable cause exists to believe an employee possesses alcohol or a controlled substance on City property, not in conjunction with the functions of the job, or has otherwise

violated provisions of this rule regarding possession, sale or use of controlled substances or alcohol, the City may search the employee's possessions located on City property, including but not limited to, clothes, locker, lunchbox, toolbox, and desk. Employees should have no expectation of privacy in any items they bring on to City property, or in property, equipment or supplies provided by the City to employee.

Employee Refusal to Test/Search

An employee who refuses to consent to a test or a search when there is reasonable cause to suspect that the employee has violated this policy is subject to disciplinary action, up to and including termination. The reasons for the refusal shall be considered in determining the appropriate disciplinary action.

An employee who refuses to cooperate with any and all tests required by this policy is also subject to discipline, up to and including termination. This includes, but is not limited to, tampering with, or attempting to tamper with, a specimen sample, using chemicals or other ingredients to mask or otherwise cover up the presence of metabolites, drugs or alcohol in a specimen, or providing a blood or urine specimen that was produced by anyone or anything other than the employee being tested.

Crimes Involving Drugs and/or Alcohol

Employees shall report:

- Any criminal arrest or conviction for drug- or alcohol-related activity within five days of the arrest or conviction;
- Entry into a drug court or diversion program; or
- Loss or limitation of driving privileges when the employee's job is identified as requiring a valid driver's license (regular or CDL).

Failure to report as required will result in disciplinary action, up to and including termination.

Drug and Alcohol Treatment

The City recognizes that alcohol and drug use may be a sign of chemical dependency and that employees with alcohol and drug problems can be successfully treated. The City is willing to help such employees obtain appropriate treatment.

An employee who believes that he or she has a problem involving the use of alcohol or drugs should ask a supervisor or Human Resources for assistance.

The City will work with an employee to identify all benefits and benefit programs that may be available to help deal with the problem. Attendance at any rehabilitation or treatment program will be a shared financial responsibility of the employee and the City to the extent its existing benefits package covers some or all of the program costs.

Although the City recognizes that alcohol and drug abuse can be successfully treated and is willing to work with employees who may suffer from such problems, it is the employee's responsibility to seek assistance *before* drug or alcohol problems lead to disciplinary action. Once a violation of City policy is discovered, the employee's willingness to seek City or outside

assistance will not "excuse" the violation and generally will have no bearing on the determination of appropriate disciplinary action.

Discipline and Consequences of Prohibited Conduct

An employee who tests positive for drugs or alcohol in accordance with this policy will be subject to either termination or a last-chance agreement.

A last-chance agreement is an agreement whereby an employee who would otherwise be terminated is provided an opportunity to address their substance abuse issue and/or performance or safety issues. The last-chance agreement will inform the employee of the problems noted with their performance and to specify the performance required for the employee to achieve in order to continue to be employed by the City. Violation of the provisions of a last-chance agreement shall result in immediate termination of the employee, notwithstanding the provisions of any other personnel rule.

Confidentiality

All information from an employee's drug and alcohol evaluation is confidential and only those with a need to know are to be informed of test results. Disclosure of such information to any other person, agency, or the City is prohibited unless written authorization is obtained from the employee.

B. Smoke-Free Workplace

The City provides a t-free environment for all employees and visitors. For purposes of this policy, smoke-free includes the smoking of any tobacco-based product and smoking in any form (including, without limitation, cigars and e-cigarettes). Marijuana is also prohibited under this policy. This policy applies to employees, volunteers, and any visitors to City property, vehicles or facilities/buildings.

City buildings and vehicles are smoke and marijuana-free areas. Smoking and marijuana use is prohibited during working hours. Further, the City prohibits smoking or marijuana use in or around City vehicles and equipment or machinery.

If you wish to smoke tobacco, you must do so outside of the City's facilities/buildings, only in designated smoking areas, and out of visitor view. Smoking is not allowed near building entrances; Oregon law prohibits smoking within 10 feet of building entrances and other openings, including second-story windows. The City has established employee smoking areas that your supervisor can show you.

C. Land Line Phones Usage

The telephone system is provided as a communication tool for employees to conduct City business and is solely the property of the City. Employees are to limit personal use of the telephone system and in no instance shall use of the telecommunications system be used for personal gain.

To ensure effective telephone communications, employees should always speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

D. Cellular Mobile Devices Policy

This policy applies to employee use of cell phones, smart phones (including iPhones, “smartphones,” and similar devices), tablets and similar devices, all of which are referred to as “cellular mobile” devices” in the Cellular Devices ~~this~~ Policy.

Cell Phones and Cellular Mobile Devices in General

Employees are allowed to bring personal ~~cell phones and cellular mobile~~ devices to work with them. During working hours, however, employees should refrain from using them except in an emergency or during a meal period or rest break.

Employees who use personal or City-provided cell phones/cellular mobile devices may not violate the City’s policies against harassment and discrimination. Thus, employees who use a personal or City-provided cell phone/cellular mobile device to send a text or instant message to another employee (or to a citizen or someone not employed by the City) that is harassing or otherwise in violation of the City’s no harassment and no discrimination policies ~~prohibiting discrimination, harassment, bullying, and retaliation~~ will be subject to discipline, up to and including termination.

Employee Use of City-Provided Cell Phones/Cellular or Paid for Mobile Devices

Cell phones/cellular Mobile devices are made available to City employees on a limited basis to conduct the City’s business. Determinations as to which employees receive City-provided ~~cell phones mobile devices~~ will be made on a case-by-case basis; employees are not guaranteed a ~~cell phone or cellular mobile~~ device. In some cases, the City may provide a monthly ~~cellular telephone mobile device~~ allowance to employees who regularly make calls on behalf of the City away from the office (see your supervisor for more information).

Employees who receive a cell phone or cellular mobile device from the City must agree to not use the cell phone/cellular mobile device for personal use except in emergency situations and must abide by all aspects of the Cellular Mobile Device Policy. Further, employees who receive a cell phone or cellular mobile device from the City must acknowledge and understand that because the cell phone/cellular mobile device is paid for and provided by the City, or subsidized by the City, any communications (including text messages) received by or sent from the cell phone/cellular mobile device may be subject to inspection and review if the City has reasonable grounds to believe that the employee’s use of the cell phone mobile device violates any aspect of the Cellular Mobile Device Policy or any other City policy. An employee who refuses to provide the City access to his/her personal cell phone/cellular mobile device in connection with an investigation and after reasonable notice may be subject to discipline, up to and including termination.

Employees may not use City-provided cell phones or cellular mobile devices to call 1-900, 1-976, or similar “pay per minute” services. Further, family and friends may not use an employee’s City-provided cell phone/cellular mobile device.

Cell Phones/Cellular Mobile Devices and Public Records

City-related business conducted on City-provided or personal cell phones/cellular mobile devices, may be subject to disclosure and production under Oregon’s Public Records laws or in connection with litigation filed against the City or individual employees.

Cell Phone/~~Cellular~~Mobile Device Use While Driving

The use of a ~~cell phone or cellular~~mobile device while driving may present a hazard to the driver, other employees and the general public. Subject to a few narrow exceptions for emergency or public safety purposes, Oregon law also prohibits the use of handheld cell phones while driving, even if the driving is for work-related reasons. This policy is meant to ensure the safe operation of City vehicles and the operation of private vehicles while an employee is on work time. It applies equally to the usage of employee-owned cell phones and phones provided or subsidized by the City.

Employees are prohibited from using handheld cell phones for any purpose while driving on City-authorized or City-related business. This policy also prohibits employees from using a cell phone or other ~~mobile~~ device to send or receive text or "instant" messages while driving on City business (other than those employees engaged in law enforcement work). Should an employee need to make a business call while driving, the employee must locate a lawfully designated area to park and make the call, unless the employee uses a hands-free cell phone or cellular device for the call. In either situation, such calls should be kept short and should the circumstances warrant (for example, heavy traffic, bad weather), the employee should locate a lawfully designated area to park to continue or make the call, even if the employee is using a hands-free device. Violation of this policy will subject the employee to discipline, up to and including termination.

E. Use of City Email and Electronic Equipment, Facilities and Services

The City uses multiple types of electronic equipment, facilities and services for producing documents, research and communication including, but not limited to, computers, software, email, copiers, telephones, voicemail, fax machines, online services, ~~cell phones~~mobile devices (including text messaging), the Internet, and any new technologies used in the future. The rules that govern these items is located in the City's IT Policies, a separate and distinct set of policies, which all employees must read and acknowledge.

F. Use of City Vehicles

The operation of vehicles and equipment is necessary in conducting the day-to-day business of the City. Driving and the use of vehicles for City business includes regular vehicles for operation on streets as well as operation of special-use vehicles such as construction and excavation equipment designed to operate primarily off-road but driven on public roads to a job site.

City vehicles and equipment are to be used only in the performance of official City business; however, personnel whose work assignment is primarily in the field may utilize their assigned City vehicle during meal and rest periods for personal business as approved by the employee's supervisor. Employees doing so must conduct themselves in a manner which does not bring discredit upon the City or incur additional costs for fuel or vehicle maintenance.

The use of City-owned vehicles is restricted to City operational or business purposes, subject to the exceptions provided in this policy. Infrequent and limited use of a City-owned vehicle is permissible under the following circumstances:

- An employee stops at a store or restaurant to purchase food while on a breakfast, lunch, or dinner break.

- An employee using a City-owned vehicle to travel out of town may stop at a restaurant to purchase a meal (excluding facilities where alcohol is the chief item for sale, casinos, or other establishments where entertainment is provided; provided further that this excursion does not apply when the purchase of a meal at such a facility is in connection with attendance at an authorized conference or training session).

City-owned vehicles shall only be used to transport City employees subject to the following exceptions:

- The ride-a-long program authorized for the City Police Department.
- Transportation of a public official, or consultant(s), or other authorized person(s) in conjunction with official City business.

City-owned vehicles shall not be used for transportation of animals belonging to City employees, except for service animals.

The use of City-owned vehicles is restricted to employees who are engaged in the performance of City business. Use of City-owned vehicles is restricted to City employees, which would prevent a City employee from allowing a family member or other non-City employee from riding in the vehicle while it is being used by the City employee. City-owned vehicles shall not be used for any personal use by a City employee who is engaged in the performance of City business, except for the infrequent and limited uses described above.

It is necessary for the City to comply with IRS regulations that govern these issues. Non-compliance with the IRS regulations in these matters creates a liability to both the City and individual employees who may be subject to retroactive taxes and penalties in the event of an IRS compliance audit. Any interpretation of this policy will follow IRS regulations. If an employee uses a City vehicle for commuting purposes, they will be charged per IRS Commuting Rules for each one-way commute (that is, from home to work or from work to home).

Collisions are incidents or events that involve City-owned vehicles and equipment or a personally owned vehicle which is being used for official City business resulting in property damage, injury or death. Whenever a collision occurs involving a City-owned vehicle or piece of equipment or a personal vehicle if the employee is using the vehicle while on City business, the collision must be reported immediately to the employee's supervisor, and, if within the city limits, to the St. Helens Police Department.

In order to maintain a safe and productive work environment, a violation of this policy will be considered a very serious case of misconduct and subject to disciplinary action, up to and including termination.

Fleet Safety

These rules are published for the information and guidance of employees of the City. To drive safely is the first duty of every driver. This means driving defensively, anticipating the mistakes, actions, recklessness or absentmindedness of pedestrians or other drivers, and being prepared at all times to do everything possible to prevent an accident.

Our operation requires alert drivers who conduct themselves and their vehicles at all times in a manner that will reflect credit on the City of St. Helens and the driver.

Drivers are required to observe all rules and procedures outlined in this policy at all times.

Qualifications for Driving City Vehicles

In order to maintain an efficient and orderly operation, it is necessary that we have certain rules which everyone is expected to follow. Familiarize yourself with these rules and operating procedures, and consult your supervisor if any of them are not clear to you.

To qualify as a driver of City vehicles, drivers must meet the following conditions:

1. Must be at least 18 years of age.
2. Must have a current state or jurisdiction driver license.
3. Must have in effect a current liability insurance policy for his/her personal vehicle, if employee owns a personal vehicle. Employees who use their own vehicles for authorized City business should make any necessary arrangements with their insurance carriers.
4. Must have knowledge of, and adhere to, state and municipal traffic laws and regulations whenever driving City vehicles.
5. Must have in your possession a valid driver license while driving vehicles.
6. Be approved by your supervisor to drive on City business.
7. Must attend a City of St. Helens sponsored defensive driving class at least once every three (3) years.

Eligibility to Drive City Vehicles

Typically, in order to be eligible to drive, an employee must meet the following criteria. Accidents and citations involving off-duty driving in a personal vehicle count for the purpose of these rules.

1. No major violations in the previous three (3) years.
Major violations include but are not limited to:
 - Driving under the influence of alcohol or drugs
 - Driving while license is suspended or revoked
 - Leaving the scene of an accident
 - Reckless driving
 - Road rage incidents
 - Speeding over 20 MPH over the posted speed limit
 - Other similarly serious violations
2. No more than two minor violations in the previous three (3) years.
Minor violations include but are not limited to:
 - Speeding 20 MPH or less over the posted speed limit
 - Failure to obey a traffic control or signal
 - Improper lane change
 - Failure to signal
 - Failure to yield the right of way
 - Failure to wear a seat belt
 - Cell phone or texting violations
 - Other similar violations

3. No more than one at-fault accident in the previous three (3) years.
All accidents are considered at-fault unless proven otherwise.

The City may verify the validity of your driver's license and/or your driving record at the time of hire and during any point in your employment. Once you are employed with the City, we will receive automated reports from the Department of Motor Vehicles (DMV). The reports notify the City when there are transactions on your driving record such as speeding tickets, citations and accidents.

Employees must report to their supervisor any change in driving status. Failure to report a suspended license, accidents or other violations may result in disciplinary action, up to and including termination.

Vehicle Accidents

Vehicle accidents may be reviewed by the Safety Committee to determine preventability.

- A preventable accident is any accident in which the driver failed to do everything he/she could have reasonably done to prevent the accident.
- A non-preventable accident is one in which the driver did everything he/she could reasonably have done to foresee the conditions leading to the accident and took suitable safeguards.

The involved driver will be advised of the decision and will be subject to a driving performance review with management. For law enforcement this will quite often be accompanied with disciplinary sanctions.

Courtesy

You are expected to show every courtesy and consideration toward other drivers and pedestrians. Your conduct while driving must be such that it will in no way reflect adversely upon the City of St. Helens.

If a situation arises that you are unable to settle in a friendly manner, phone your supervisor and report the facts, and be guided by their advice.

Vehicle Appearance

City vehicles need to be kept as clean as possible. State law prohibits smoking in public vehicles. Eating in vehicles should be kept to a minimum.

Suggestions

City management appreciates any suggestions from you that may improve our safety, service, and working conditions to make our operation more efficient and safe. Please make suggestions to a supervisor or department head.

Moving Violations

You will be responsible to pay for all speeding, traffic and parking violations, even if the infraction occurred while on City business.

Cell Phones & Texting

Oregon law prohibits the use of cell phones while driving, unless employees are using a “hands-free accessory.” Please note, the use of a speaker phone is not considered a “hands-free accessory.” Texting while driving is prohibited.

Vehicle Safety Inspections

A pre-trip inspection should be made at the start of each shift to ensure the vehicle is in safe operating condition. A post-trip inspection should be made at the end of each shift to effectively report any damage or concern at the completion of the trip.

Safe Driving - Be a Defensive Driver

A defensive driver is defined as, “One who is careful to commit no driving errors themselves, who makes allowance for the lack of skill or improper attitude on the part of the other driver, and who does not allow hazards of weather and road conditions or the action of pedestrians and other drivers to involve themselves in an accident. Keeps continually on the alert, recognizes an accident-producing situation far enough in advance to apply the necessary preventive action, and concedes the right-of-way when necessary to prevent an accident.”

Vehicle Speed

The maximum speed limit is the “posted speed limit.” Your speed at all times **shall** be reasonable and prudent with due consideration given to weather, other traffic, conditions of the road and intersecting side roads of highways and city roads.

Adhering to the posted speed limit is important in terms of traffic citations, reduced insurance rates, reduced maintenance costs, increased tire life, and fuel conservation.

Striking Fixed Objects

In handling your vehicle on the highway, in city traffic, and at loading and unloading spots, remember that striking any fixed object such as abutments, parked cars, loading docks, overhead pipes, or hydrants is classified as the fault of the driver and must be reported to your supervisor.

Proper Backing

Walk around the vehicle to see that nothing is behind or in front of the vehicle before driving away. If there are two or more people, it is advisable to have one person stand behind the vehicle to spot while backing up.

Passing or Meeting a School Bus

When approaching a school bus, be on guard at all times for signals of intention to either discharge or pick up school children. Be on the alert for the actions of these school buses. It is illegal to pass, in either direction, a school bus that is stopped to pick up or discharge passengers. The only exception to this rule is when the roadway is divided by a barrier.

Pedestrians

You have NO right-of-way where pedestrians are concerned. Legally, they may walk on either side of the road, they can cross at intersections or not, and they can pop out from behind a parked car on a busy city street. Never assume that they see you.

Accidents & Incidents

YOU MUST REPORT EVERY ACCIDENT TO YOUR SUPERVISOR WITHOUT FAIL, NO MATTER HOW MINOR, AS SOON AS POSSIBLE.

1. Park safely and set out warning devices. Do not leave vehicle unattended except in an extreme emergency.
2. Prevent the moving of injured persons unless absolutely necessary.
3. If the accident is blocking traffic or there is an injury, call 911. In the case of an accident that is not an emergency, call the non-emergency number 503-397-1521.
4. Within each City vehicle is a ***“What to do if you’re involved in an accident”*** pamphlet. While at the scene, get as many of the details as you can written down in the pamphlet including a sketch of the incident. Information needed to properly complete accident reports, is as follows:
 - a) Location, time, and date.
 - b) Make, model, type, and license of other vehicles involved.
 - c) Registered owner of other vehicle(s) involved.
 - d) Driver’s name, age, address, and license number of other vehicle involved.
 - e) All occupants’ names and addresses in other vehicles involved.
 - f) Names and addresses of all possible witnesses.
 - g) Name of police station to which accident was reported.
 - h) Name and DPSST numbers of the police officers at the scene.
 - i) Name of the insurance company which covers the other vehicles involved.
 - j) Names and addresses of persons injured and the extent of the injury.
 - k) Names of fire and/or medical personnel on scene.
5. Be sure to get the names of witnesses for or against you. If a witness refuses to give his/her name, record the license number of his/her vehicle. **Regardless of the facts, admit nothing, promise nothing, and DO NOT ARGUE.** Give your name, the City’s name and offer to show your license.
6. Take pictures whenever possible. Do not move or allow any vehicles to be moved until someone arrives who can verify or witness the position of the vehicles, length, and position of the skid marks, and lights on the vehicles if at night.
7. If there is a response from law enforcement, you should stay at the scene of the accident until instructed by a police officer to proceed.
8. If you are involved in an accident with an unattended vehicle, you must stop and try to locate the owner. If you cannot locate the owner, you must place a note in or on the vehicle giving your name and City’s name, address and phone number.
9. As soon as possible, complete a **Supervisor’s Report of Accident Form** with your supervisor. Attach a copy of the completed pamphlet. A copy of both should be sent to the Safety Coordinator and to the City Recorder. The City Recorder will make sure that

the accident is reported to the City's current insurance broker who will then notify City County Insurance Services.

10. If any of the following applies, an **Oregon Traffic Accident and Insurance Report Form** must be completed **within 72 hours** of the collision:

- a) Damage to the vehicle you were driving is over \$1,500; or
- b) Damage to any vehicle is over \$1,500 and any vehicle is towed from the scene as a result of damages from the collision; or
- c) Injury or death resulted from the collision; or
- d) Damage to any one person's property other than a vehicle involved in the collision is over \$1,500; or
- e) If your vehicle was the only one in the crash and meets any of the above requirements.

DMV forms are available at the DMV office or online at <https://www.oregon.gov/ODOT/DMV/pages/form/forms.aspx>. **A copy of the form should be given to Human Resources.**

Seat Belts and Other Safety Policies

1. All passengers and drivers are required to wear seatbelts while operating or riding in a vehicle. The driver of the vehicle is responsible for enforcing the use of seatbelts by all occupants. Other vehicle occupants share in this responsibility because seatbelts are proven tools for reducing deaths and minimizing injuries from motor vehicle collisions.
2. Drivers are to comply with all motor vehicle traffic laws while operating a vehicle on business, including laws relating to driving while intoxicated or driving under the influence of alcoholic beverages, illegal substances or medications.
3. Drivers are prohibited from overloading and/or overcrowding the vehicle.

Equipment Protection and Maintenance

It is the driver's responsibility to make sure vehicles are well-maintained and in safe running condition. Frequent inspections must be conducted. Notify a supervisor immediately of any concerns or observed deficiencies.

Priority Items to check are:

- ✓ Brakes – inadequate brakes are no excuse for an accident
- ✓ Steering
- ✓ Oil level
- ✓ Water
- ✓ Windshield wipers
- ✓ Tires
- ✓ Wheels
- ✓ Lights (headlamps, brakes, signals, reflectors, etc.)
- ✓ Mirrors
- ✓ Warning devices
- ✓ Glass (for cracks and defects)
- ✓ Horns
- ✓ Under vehicle for oil and water leaks

G. Use of City Equipment

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

H. Social Media

For purposes of this policy, “social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal website, social networking website, web bulletin board, or a chat room, whether or not associated or affiliated with the City, as well as any other form of electronic communication.

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of co-workers, or otherwise adversely affects our citizens or people who work on behalf of the City or the City’s legitimate business interests may result in disciplinary action, up to and including termination.

Prohibited Postings

Employees will be subject to discipline, up to and including termination, if they create and post any text, images or other media that violate any City policies, including the City’s no-harassment and no-discrimination and workplace violence policies. Similarly, posting that include threats of violence, that are physically threatening or intimidating, bullying, or harassing, will not be tolerated and may subject an employee to discipline, up to and including termination.

Do not create a link from your personal blog, website, or other social networking site to a City-owned or -maintained website without identifying yourself as a City employee.

Express only your personal opinions. Never represent yourself as a spokesperson for the City unless you are authorized by your manager/supervisor to do so. If the City is a subject of the content you are creating, be clear and open about the fact that you are a City employee, and make it clear that your views do not represent those of the City or its employees or elected officials.

Encouraged Conduct

Always be fair and courteous to co-workers, the citizens we serve, the City’s employees and elected officials, and suppliers or other third parties who do business with the City.

Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using

statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage citizens, co-workers, City employees or elected officials, that might constitute harassment or bullying, and/or that violate City policies. Examples of such conduct might include offensive posts that a reasonable person would perceive as calculated to intentionally harm an individual's personal or professional reputation, posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or City policy.

Maintain the confidentiality of the City's confidential information. Do not post internal reports, policies, procedures, or other internal, City-related confidential communications or information. (See "Confidential City Information" policy, below.)

Nothing in this policy is meant to prevent an employee from exercising his/her right to make a complaint of discrimination or other workplace misconduct, engage in lawful collective bargaining activity, or to express an opinion on a matter of public concern that does not unduly disrupt City operations. Employees are free to express themselves as private citizens on social media sites, but an employee's exercise of expression is balanced against the City's interest in the effective and efficient fulfillment of its responsibilities to the public.

Request for Employee Social Media Passwords

City supervisors and managers are prohibited by law from requiring or requesting an employee or an applicant for employment to disclose or to provide access through the employee's or applicant's user name and password, password or other means of authentication that provides access to a personal social media account. This includes, without limitation, a username and password that would otherwise allow a supervisor/manager to access a private email account not provided by the City.

Nothing in this policy prohibits the City from requiring an employee to produce content from his/her social media or internet account in connection with a City-sponsored investigation into potential misconduct, unlawful or unethical behavior, or policy or rule violations.

I. Confidential City Information

Employees must not access, use or disclose sensitive or confidential information or data except in accordance with City policies, practices and procedures, and as authorized by state or federal laws or regulations. Employees with access to confidential information, including but not limited to customer or employee financial, medical, or personal information (including, without limitation, social security numbers), are responsible for the safekeeping and handling of that information to prevent unauthorized disclosure. Employees who access, use, or disclose confidential information contrary to Oregon or federal laws, or for personal use or financial gain, may be subject to civil or criminal penalties under those laws, in addition to appropriate disciplinary action for violating this policy.

No records or information including (without limitation) protected medical data, documents, files, records, computer files or similar materials (except in the ordinary course of performing duties on behalf of the City) may be removed from our premises without permission from the City Administrator. Likewise, any materials developed by City employees in the performance of their jobs is the property of the City and may not be used for personal or financial gain. Additionally, the contents of records or information otherwise obtained in regard to the City's business may not be disclosed to anyone, except where required for a business purpose or when required by law.

J. Ethics

At the City, we believe in treating people with respect and adhering to ethical and fair business practices. We expect employees to avoid situations that may compromise their reputation or integrity, or that might cause their personal interests to conflict with the interests of the City or the City's citizens.

We at the City are public employees, and as such, are also subject to the State of Oregon's ethics laws. In some cases, these laws provide additional limitations on employees, such as prohibitions on gifts and strict definitions of conflict of interest. If you are coming to the City from work in the private sector, you may find that some activities that are common business practices in the private sector are prohibited in the public sector. Information on these laws is available at the Oregon Government Ethics Commission website: www.oregon.gov/OGEC.

This Code of Ethics shall apply to all City officials including all elected and appointed officials, staff, and volunteers.

Definitions

1. "City Official" means any elected official, employee, appointee to a board or commission, or citizen volunteer authorized to act on behalf of the City of St. Helens, Oregon.
2. "Ethics" means positive principles of conduct. Some ethical requirements are enforced by federal, state, or local law; others rely on training or on individuals' desire to do the right thing. The provisions of this policy which are not otherwise enforced by law shall be considered advisory only.

Trust. The purpose of City government is to serve the public. City officials treat their office as a public trust.

1. The City's powers and resources are used for the benefit of the public rather than any official's personal benefit.
2. City officials promote public respect by avoiding even the appearance of impropriety.
3. Policymakers place long-term benefit to the public as a whole above all other considerations, including the concerns of important individuals and special interests. The public interest includes protecting the rights of under-represented minorities.
4. Administrators implement policies in good faith as equitably and economically as possible, regardless of their personal views.
5. Whistleblowing is appropriate on unlawful or improper actions.
6. Citizens have a fair and equal opportunity to express their views to City officials.
7. City officials do not give the appearance of impropriety or personal gain by accepting personal gifts.
8. City officials devote City resources, including paid time, working supplies, and capital assets, to benefit the public.
9. Political campaigns are not conducted on City time or property.

Objectivity. City officials' decisions are based on the merits of the issues. Judgment is independent and objective.

1. City officials avoid financial conflict of interest and do not accept benefits from people requesting to affect decisions.
2. If an individual official's financial or personal interests will be specifically affected by a decision, the official is to disclose the conflict and withdraw from participating in the decision.
3. City officials avoid bias or favoritism and respect cultural differences as part of decision-making.
4. Intervention on behalf of constituents or friends is limited to assuring fairness of procedures, clarifying policies or improving service for citizens.

Accountability. Open government allows citizens to make informed judgments and to hold officials accountable.

1. City officials exercise their authority with open meetings and public records.
2. Officials who delegate responsibilities make sure work is carried out efficiently and ethically.
3. Campaigns for election allow the voters to make an informed choice on appropriate criteria.
4. Each City employee and appointee is encouraged to improve City systems by identifying problems and proposing improvements.
5. City government systems are self-monitoring with procedures in place to promote appropriate actions.

Leadership

1. City officials obey all laws and regulations.
2. City officials do not exploit loopholes.
3. Leadership facilitates, rather than blocks, open discussion.
4. Officials avoid discreditable personal conduct and are personally honest.
5. All City departments and work teams are encouraged to develop detailed ethical standards, training and enforcement.
6. The City Administrator will publish a pamphlet containing explanations and examples of ethical principles.

For the full text of the adopted Code of Ethics, see Addendum A.

Compliance with this policy of business ethics and conduct is the responsibility of every City employee. If you have questions about whether an activity meets the City's or Oregon's ethical standards, please talk with Human Resources. Employees who violate the Ethics Policy, or who violate Oregon ethics laws, may be subject to disciplinary action, up to and including termination.

K. Open Door Policy

The City strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect, and employees are encouraged to offer positive and constructive criticism.

The City's Open Door Policy is based on our belief that open, honest communication between managers and employees should be a common business practice. The City's managers and supervisors are responsible for creating a work environment where employee input is welcomed, and where issues are identified early and shared without the fear of retaliation (when the employee provides the input in good faith). If you have a complaint, suggestion, or question about your job, working conditions, or the treatment you are receiving from anyone in the City, please raise them first with your immediate supervisor. If you are not satisfied with the response from your immediate supervisor, or if your issue involves your immediate supervisor, request to have the facts/situation reviewed by the City Administrator. If the City Administrator is your supervisor, go to Human Resources.

L. Outside Employment

Generally, employees may obtain employment with an employer other than the City or engage in private income-producing activity of their own so long as that activity is not otherwise prohibited by these rules. Employees are responsible for assuring that their outside employment does not conflict with these rules.

An employee is prohibited from, directly or indirectly, soliciting or accepting the promise of future employment based on the understanding that the offer is influenced by the employee's official action.

Employees may not accept outside employment that involves:

- The use of City time (including the employee's work time), City facilities, equipment and supplies, or the prestige or influence of the employee's position with the City. In other words, the employee may not engage in private business interests or other employment activities on the City's time or using the City's property;
- The performance of an act that may later be subject to control, inspection, review or audit by the department for whom the employee works (or by a State agency); or
- Receipt of money or anything of value for the performance of duties that the employee is required to perform for the City.

The City requires employees to report outside employment to their supervisor before the outside employment begins. Thereafter, an employee must provide an update to his/her supervisor on an annual basis, or sooner if any changes in outside employment occurs. Employees who accept outside employment in violation of this policy may be subject to discipline, up to and including termination.

M. Criminal Arrests and Convictions

Employees must promptly and fully disclose to their supervisor on the next working day:

1. All drug- or alcohol-related arrests, citations, convictions, guilty pleas, no contest pleas, or diversions that result from conduct which occurred while on duty, on City property, or

in a City vehicle (see “Alcohol/Drug Use, Abuse and Testing” policy above);

2. All arrests, citations, convictions, guilty pleas, or no contest pleas that result from crimes involving the theft or misappropriation of property, including money; or
3. If you are arrested, cited or convicted of a violation of any law that will prevent you from performing the essential functions of your position.

Reporting an arrest or conviction will not automatically result in termination of employment. Situations will be evaluated on a case-by-case basis.

Employees who are unavailable to report for work because they have been sent to jail or prison may not use sick leave or vacation time to cover the absence, and may be subject to disciplinary action, up to and including termination.

N. Political ActivityPolitical Activities and Expression in the Workplace

Employees may engage in political activity except to the extent prohibited by Oregon law when on the job during working hours. This means that employees cannot:

- Be required to give money or services to aid any political committee or any political campaign; or
- Solicit money or services (including signatures) to aid or oppose any political committee, nomination or election of a candidate, ballot measure or referendum, or political campaign while on the job during working hours (this is not intended to restrict the right of City employees to express their personal political views); or
- Be disciplined or rewarded in any manner for either giving or withholding money or services for any political committee or campaign.

Personal Political Expression

Customer service is an essential part of your job. The City is committed to providing excellent customer service through its employees and must demonstrate that its services will be provided to all citizens on an equal basis regardless of race, gender, economic status, or any other factor. This is important in maintaining public support for City services, as well as maintaining the quality of the services themselves. In any organization, the entire organization may be judged on the actions and appearance of just one of its members. It is also important that citizens are comfortable when visiting City offices and interacting with staff.

In order to maintain this standard, employees are not allowed to wear attire (hats, shirts, etc.) that promotes a personal or political cause in the workplace or violate a department's uniform policy. Personal or political paraphernalia, such as buttons, posters, mugs, etc., will be allowed in the workplace, but discretion must be used. If an item starts to become a distraction in the workplace, or creates disruption, the City may prohibit all such items from the workplace. Personal and political items will not be in the public's view, and employees will not display or wear political paraphernalia when meeting or dealing with the public, or while wearing City-provided clothing or uniforms.

These guidelines are in place and will be enforced equally for all employees in all departments. Department Leads and Supervisors are responsible for ensuring their employees are in compliance. If an employee is found to be in violation of any part of this policy, the

Department Lead or Supervisor reserves the right to send employees home to change into something more appropriate, or to ask the employee to remove paraphernalia from the workplace. Employees who violate this policy may be subject to corrective action.

Personal Political Activity

Employees are free to engage in personal political activity on their own time.

All City employees are advised to acquaint themselves with provisions of the state laws (ORS 260.432) apply to public employees' political activity in Oregon.

The State of Oregon has strict laws regulating political activity in the workplace. During working hours, or while wearing City-provided clothing or uniforms, employees shall not solicit any money, influence, service or other things of value or otherwise promote or oppose any political committee, the nomination or election of a candidate, the gathering of signatures on an initiative, referendum, or recall petition, the adoption of a measure or the recall of a public office holder.

Employees may not use City equipment or resources (including vehicles, computers, mobile devices, printers, internet services, and uniforms) for personal or political work even if on their own time. If employees wish to engage in advocacy with respect to a personal cause, ballot measure, or candidate during a time you are normally working, you must request and obtain permission for a leave of absence from work in advance of engaging in any activity. Employees may use accrued vacation or compensatory time for this purpose, and must request the time off using the Department's request for time off procedure.

Employees may not use break rooms, employee lounges, reception areas, or other areas of City buildings to "drop off" political advertisements or documentation about a candidate, ballot measure or other political issue or movement.

An elected official, non-elected official, public employee, or any other person shall not require, coerce, or direct employees to engage in political activity, regardless of whether the activity itself would be lawful or unlawful.

O. Inclement Weather/Emergency Situations

All departments and offices of the City will be open for regularly scheduled business during hazardous weather conditions or a natural disaster unless the Mayor or Mayor's designee authorizes closure. The Mayor or Mayor's designee may direct employees to leave work early when weather and/or travel conditions deteriorate. Employees are expected to report to work unless their personal safety would be endangered due to travel conditions. Only the employee can assess the individual situation and decide whether it is safe to report to work.

The City provides a wide array of services, including many emergency-related functions and other services essential to the public health and safety. Those employees in Police and Public Works that are considered essential employees are subject to reporting to work during inclement weather and other natural disasters as directed by their supervisor. Collective Bargaining Agreement language prevails for call-out procedures and compensation.

There may be times when the President of the United States, the Governor of Oregon, and/or the Mayor or Council of the City of St. Helens declares a State of Emergency that impacts the City of St. Helens. When such a declaration is made, the City, at its options, may send non-essential employees home and may require that essential employees remain to perform necessary tasks to keep the City in operation.

For the purposes of a declared State of Emergency, essential employees shall be defined as the City Administrator, City Attorney, Finance Director, Building Official, Public Works Director, Police Chief, Library Director, Public Works Supervisor, City Planner, Wastewater Treatment Plant ~~Superintendent~~Supervisor, Communications Officer, Safety Coordinator, and any other employees that the Mayor, Council or their designee finds necessary to assist during the State of Emergency. Once a State of Emergency has been declared, essential employees defined above shall have the latitude to designate additional employees as essential for the duration of the declared State of Emergency. It is anticipated that the City would implement an Incident Command System to address any formally declared State of Emergency.

Closing Procedures

- The Mayor or designee has responsibility for making the determination regarding closure of City facilities. In making such determination both the continuance of service to the public and the safety of employees will be taken into consideration.
- If the City facilities will be closed for an entire day, the Mayor or designee will attempt to notify the City Administrator at least two (2) hours before a facility is scheduled to open. The City Administrator will notify Department Heads and employees under his/her supervision. Department Heads are responsible to notify their employees.
- As soon as possible after the closure determination, City Hall office staff will update the main line to City Hall, 503-397-6272.
- The Communications Officer is responsible to notify the media of the closure.
- An employee who (1) does not report to work, (2) reports to work late; and/or (3) leaves work early during hazardous conditions must use any accrued leave except sick leave to cover the time loss. If there is no accrued leave available, leave without pay may be used for time loss. An employee may make up the hours only with approval of the supervisor and if done in such a manner as not to result in overtime costs.
- When an employee leaves work early or is not required to report to work due to the directive of the Mayor or designee, the employee will receive his/her regular base rate of pay, not to exceed the length of the shift assigned.
- If an employee has chosen to stay home due to weather conditions or other natural disaster conditions and the Mayor later closes the facility early, the employee who chose to stay home must still use accrued leave except sick leave for time lost.

Responsibilities

Mayor or designee

- Make the determination about City closures and contact the City Administrator at least two (2) hours before a facility is scheduled to open.

City Administrator

- Notify Department Heads and employees under his/her supervision.

Department Heads

- Notify employees under his/her supervision.

City Hall Office Staff

- Update the main line message, 503-397-6272.

Communications Officer

- Notify the media of the closure.
- Update the City website.

Employees

- Wait to hear from your supervisor. If you do not hear from your supervisor at least one hour before you're scheduled to begin work, please attempt to contact them.

Compensation

Represented employees who have been designated essential for the purpose of any declared State of Emergency, hazardous weather conditions or natural disaster, will be compensated according to their respective collective bargaining agreement.

Non-represented employees who are not exempt under the Fair Labor Standards Act and work will receive regular pay up to 40 hours during the workweek. Work beyond 40 hours will be compensated at a rate of time and one-half.

Non-represented employees who are exempt under the Fair Labor Standards Act are not subject to hourly or overtime compensation, except as stated in Section 002.F, Additional Authority.

P. Workplace Violence

The City recognizes the importance of a safe workplace for employees, customers, vendors, contractors, and the general public. A work environment that is safe and comfortable enhances employee satisfaction as well as productivity. Therefore, threats and acts of violence made by an employee against another employee, volunteer, elected official, or member of the public with respect to that person's life, health, well-being, family, or property will be dealt with in a zero tolerance manner by the City.

All employees have an obligation to report any incidents that pose a real or potential risk of harm to employees or others associated with the City, or that threaten the safety, security or financial interests of the City. Employees are strongly encouraged to report threats or acts of violence by non-employees, such as vendors or citizens, against any employee, volunteer or elected official. Employees should make such reports directly to their supervisor.

The City also may conduct an investigation of a current employee where the employee's behavior raises concerns about work performance, reliability, honesty, or potentially threatens the safety of co-workers or others. See policy on "Workplace Inspections."

Q. Workplace Inspections – No Right to Privacy or Confidentiality

This policy applies to inspections and investigations conducted by the City pursuant to policy or law unless otherwise modified by a different policy in this Handbook

An employee investigation may include, but is not limited to, investigation of criminal records; it may also include a search of desks, work areas, file cabinets, voicemail systems, and computer systems. Employees are strongly discouraged from storing personal items in the desks, lockers, work areas, file cabinets, and other office equipment or furniture, as well as voicemail

and computer systems assigned to them by the City; these areas are not private.

All information related to reports generated from inspections and investigations, including the name of the reporting employee(s), will be kept as confidential as possible under the circumstances.

R. Personal Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the City presents to the community.

During business hours or when representing the City, you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards.

Your supervisor or department head is responsible for establishing a reasonable dress code appropriate to the job you perform. If your supervisor feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstance, you will not be compensated for the time away from work. Consult your supervisor if you have questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be made to a person with a disability.

S. Animals in the Workplace

In certain circumstances, the City may be willing to accommodate service or working animals for employees with known disabilities. At a minimum, the employee must agree to the conditions below, and present documentation from a healthcare provider attesting that a service or working animal is necessary for the employee to perform the essential functions of the employee's position. The City will then assess with the employee what accommodations may exist to help the employee perform the essential functions of his/her position, and whether allowing the employee to bring a service or working animal to work is the most effective accommodation available. Proof that the service animal can perform specific tasks or functions identified by the healthcare provider or employee may be required.

Further, nothing in this policy is intended to circumvent or contravene laws that allow members of the public to bring service animals into City facilities, or in connection with the receipt of City services, as provided under Title II of the Americans with Disabilities Act and Oregon law. This policy applies to employees, volunteers and contracted workers only, while the employee/volunteer/contracted worker is on duty and performing duties on behalf of the City.

If the City approves an employee's use of a service animal during working hours and in City facilities, the following conditions apply:

- The animal must be under the direct or indirect physical control of the employee at all times. (Direct physical control means control by means of a leash or other restraining device held by the employee and leading to the service animal. Indirect physical is cage, crate, or tied to an inanimate object such as a tree, post, building, handrail, etc.). An employee may not leave a pet or service animal left unattended outdoors, indoors, or in a vehicle during working hours.
- The employee will care for the service animal in a responsible way that ensures the safety of those in the City facility, as well as the safety of the service animal.
- The service animal must be housebroken. The employee will ensure the service animal relieves itself outside in a location or locations designated by the City; will clean up after

the service animal and dispose of the service animal's waste properly; and ensure that the service animal is clean, groomed, and in a health condition without fleas.

- Where applicable, the service animal will be licensed, vaccinated, and have identification tags.
- If the service animal creates a disturbance, poses a health or safety risk to the employee or others, or interrupts the work of the employee or others, it must be immediately removed from the City facility.
- For the safety of both humans and animals, service animals are prohibited from kitchens, workshops, labs or other areas housing potentially hazardous materials and machinery. All requests for service animals as a "reasonable accommodation" will be evaluated on a case-by-case basis, however.
- The employee accepts sole financial and legal responsibility for any injury, damage, or other harm caused by the service animal and will indemnify the City should it be found legally liable for any injury or other harm caused by or to the service animal.

Employees who do not maintain the direct or indirect physical control of the service animal as defined above, or who violate any provisions within this policy, will not be allowed to bring a service animal to work and will be subject to disciplinary action for violation of this policy.

Also, employees who intentionally injure, harm or otherwise prevent a service animal approved by the City from doing his/her work will be subject to discipline, up to and including termination. No employee may harass another employee for bringing a service animal to work, and all employees are expected to respect the personal space and privacy of an employee with a service animal (e.g. no unauthorized petting, feeding or playing with the service animal unless the employee has express permission from the owner to do so).

T. Hiring of Family Members

Relatives of current employees, or individuals involved in an intimate personal or financial relationship with a current employee, are eligible for hire at the City subject to the same selection process and job requirements and will be evaluated in the same manner as any other applicant. However, persons will not be hired or promoted into positions in which one family member (as defined by Oregon law) or person involved in an intimate personal or financial relationship, would fall under the direct line of supervision of the other family member or partner.

All employees shall avoid being in a position where they are subject to supervisory or oversight authority by a family member, member of their household, or a person with whom they have an intimate personal or financial relationship. If the relative relationship is established after employment as a result of organizational restructure, marriage, or a development of an intimate personal or financial relationship, the employees involved have an obligation to immediately inform their supervisor or Human Resources. The employees and the City will jointly make a good faith effort to find an alternative assignment for one of the two employees. Depending on business need, this may include, but is not limited to restructuring duties, assignment to another position, and assignment to another shift or change in supervision. If no alternative assignment is available, the two employees will have 30 days to decide who will resign. If a decision is not made within 30 days, the City will make the final decision, based on the City's operational and financial needs.

Policy violations including, but not limited to, failure to disclose a family relation, or an intimate personal or financial relationship, will be investigated by the City. Policy violations may result in progressive discipline of employees, up to and including termination of employment. Supervisors and lead workers may be disciplined for taking employment actions based upon the relationship.

006. CONDUCT EXPECTATIONS, DISCIPLINE, AND DISCHARGE FROM EMPLOYMENT

A. Workplace Rules and Prohibited Conduct

To ensure orderly operations and provide the best possible work environment, the City expects employees to follow rules of conduct that will protect the interests and safety of all employees and the City.

Any violation of the rules or prohibited conduct in this policy may result in discipline, up to and including termination. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare, and City operations, some of which are described elsewhere in this manual, may also be grounds for discipline, up to and including termination.

1. Falsification of employment or other City records.
2. Recording of work time of another employee or allowing any other employee to record your work time, or allowing falsification of any timesheets (your own or another employee's).
3. Theft or the deliberate or careless damage, or destruction of any City property, or the property of any other employee, citizen, vendor or third party.
4. Working under the influence of alcohol or illegal drugs.
5. Possession, distribution, sale, transfer, or use of alcohol, controlled substances or illegal drugs in the workplace, while on duty, or while operating City-owned vehicles or equipment.
6. Provoking a fight or fighting during work hours or on City property.
7. Negligence or improper conduct leading to damage of City-owned or customer-owned property.
8. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward another City employee, customer or vendor.
9. Unauthorized use of City equipment, materials or facilities.
10. Possession of dangerous or unauthorized materials, such as explosives or firearms or any other dangerous weapon, on City premises at any time.
11. Engaging in criminal conduct while at work.
12. Causing, creating or participating in a significant or substantial disruption of work during working hours on City property.
13. Concerted or deliberate restriction of output (e.g., slow down or delaying other workers).
14. Unauthorized disclosure of business "secrets" or confidential information.
15. Violation of personnel policies.

16. The acceptance of favors, either material or otherwise, in return for the performance of his or her official duties as a City employee or for the neglect of his or her official duties as a City employee.
17. Claim of sick leave under false pretenses or abuse of sick leave.
18. Failure to notify a supervisor when unable to report to work, or when leaving work during normal working hours without permission from a supervisor to do so.
19. Failure to observe work schedules, including rest breaks and meal periods. You are expected to be at work on time, remain until your workday ends, and perform the work assigned to or requested of you.
20. Sleeping or malingering on the job.
21. Excessive personal telephone calls during working hours.
22. Unprofessional appearance during normal business hours.
23. Failing to attend scheduled work sessions and related activities at conferences, workshops, or educational events that are paid for by the City.
24. Misrepresentation of City policies, practices, procedures, or your status or authority to enter into agreements on behalf of the City. Employees may not use the City's name, logo, likeness, facilities, assets, or other resources of the City for personal gain or private interests.
25. Violations of the City's Ethics Policy or Oregon's Ethics laws.
26. Violation of any safety, health, security or City policy, rule or procedure. Employees are expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by City or outside regulatory or legislative bodies.
27. Harassment or discrimination that violates City policy.

This statement of prohibited conduct does not alter the City's policy of at-will employment. With the exception of employees subject to a collective bargaining agreement or contract of employment, the City remains free to terminate the employment relationship at any time, with or without cause or notice.

B. Progressive Discipline

The purpose of this policy is to state the City's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

Employees are expected to perform to the best of their abilities at all times. There will be occasions, however, where employees perform at an unsatisfactory level, violate a policy or law, or commit an act that is inappropriate. When performance or conduct does not meet City standards, the City will determine whether it will terminate the employee's employment or provide the employee a reasonable opportunity to correct the deficiency through progressive discipline (such as, in no particular order, verbal warnings, written warnings, suspensions

without pay, and demotions). The corrective action process will not always commence with a verbal counseling or include a sequence or steps. Some acts, particularly those that are intentional or serious, warrant more severe action (including termination) on the first or subsequent offense.

In lieu of terminating employment of an employee for serious violations of City policies, procedures and rules and for other inappropriate behavior or conduct, the City may choose to provide the employee a final opportunity to continue employment in the form of a last-chance agreement. The City may also choose to send the employee to training or an education opportunity.

In all cases, the City retains sole discretion to determine the nature and extent of any discipline based upon the circumstances of each individual case and, where applicable, collective bargaining agreement provisions. The City may proceed directly to a written warning, demotion, last-chance agreement, or termination for misconduct or performance deficiency, without any prior disciplinary steps, when City deems such action appropriate. At all times, the City retains the right to terminate any employee's employment at any time and for any lawful reason, with or without advance notice or other prior disciplinary action (other than those employees who are subject to a collective bargaining agreement or contract of employment).

Every supervisor shall discuss improper or inadequate performance with the employee in order to correct the deficiencies and to avoid the need to exercise disciplinary action.

A written notice shall be given to each employee for each disciplinary action stating the reasons for the disciplinary action and the date it shall take effect. The notice shall be given to the employee at the time such action is taken. A copy of the notice signed by the employee shall be placed in the employee's personnel file and shall serve as prima facie evidence of delivery. Signing does not indicate agreement.

All regular employees shall have the right to appeal any disciplinary action taken against them to the City Administrator within 10 days after the effective date of disciplinary action.

Should the City Administrator be the immediate supervisor of an employee, the employee shall have the right to appeal the City Administrator's decision to the City Council within 10 days after the effective date of the discipline by the City Administrator. At its next regular or special City Council meeting, the City Council shall appoint one of its members to serve as the arbitrator of the disputed action. Any disputes under this provision shall be heard by the Council member within 20 working days of the date appeal has been filed and the Council member has been appointed, whichever is the latter. The decision of the Council member shall be final.

C. Retirement or Resignation

If you choose to resign or retire, it is anticipated that you will give the City as much notice as possible – preferably a minimum of two weeks. When giving your two-week notice, vacation, personal, or sick days should not be used in lieu of notice. If you do not give at least a two-week notice of your intent to leave the City, you may not be eligible for re-employment at a later date.

Employees who miss three or more consecutive work days without contacting their immediate supervisor are typically considered to have resigned their employment.

If the employee's decision to resign is based on a situation that could be corrected, the employee is encouraged to discuss it with their supervisor before making a final decision, or with the City Administrator.

Employees must return all City property, including phones, computers, identification cards, credit cards, keys, and manuals, to Human Resources on or before their last day of work.

Employees are encouraged to participate in an exit interview to discuss the reasons for resignation/retirement including the effect of the resignation on benefits.

D. References

All requests for references or recommendations must be directed to Human Resources. No manager, supervisor or employee is authorized to release references for current or former employees. Department heads and supervisors are expressly prohibited from providing LinkedIn “recommendations” or using a website on the Internet to discuss a current or former employee’s performance or termination of employment.

By policy, the City discloses only the dates of employment and position(s) held of former employees. Former employees who authorize additional disclosures must make a request to do so in writing.

**ACKNOWLEDGEMENT OF RECEIPT OF
CITY OF ST. HELENS
PERSONNEL POLICIES AND PROCEDURES HANDBOOK**

Resolution No. 1893 - Adopted June 17, 2020 – Effective July 1, 2020

I acknowledge that I have received and will read a copy of the City of St. Helens' Personnel Policies and Procedures Handbook. I also understand that a copy of the Personnel Policies and Procedures is available to me at any time to review on the City's network or in Human Resources.

I understand that the City has adopted the Personnel Policies and Procedures only as a general guide about policies, work rules and the work environment, and that they are subject to change at any time in the City's sole discretion. I also understand that the Personnel Policies and Procedures control over any other contradictory statements, other than those found in applicable collective bargaining agreements. I acknowledge that the Personnel Policies and Procedures are not an employment contract and are not intended to give me any express or implied right to continued employment or to any other term or condition of employment.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the manual may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the City Council has the ability to adopt any revisions to the policies in this handbook.

I understand that either the City or I may terminate my employment relationship at any time, for any lawful reason, and with or without cause, and with or without notice, unless my employment is covered under a collective bargaining agreement. Other than promises that may be found in that collective bargaining agreement, I acknowledge that no promises have been made to me that are inconsistent with this "at will" statement.

I have reviewed or will review the City's policies regarding equal employment opportunity and that the City aims to provide a workplace free of harassment and discrimination. I will bring any questions or concerns I have regarding equal employment opportunities, discrimination, retaliation, or harassment to Human Resources, the City Administrator, or any trusted manager or supervisor.

During my employment with the City, I understand that it is my responsibility to remain informed about the policies as revisions, updates and new policies are issued, and to ask questions about any interpretation of any of the policies.

I have read this acknowledgement carefully before signing.

Employee Signature
Print Name: _____

Date Signed

The original of this signed document will be kept in the employee's personnel file. A copy will be provided to the employee upon request.

Addendum A – Explanations and Examples For Code of Ethics

Definitions.

"City Official" means any elected official, employee, appointee to a board or commission, or citizen volunteer authorized to act on behalf of the City of St. Helens, Oregon. The Code of Ethics is intended to apply to everyone. However, specific groups such as employees or elected officials may be mentioned in some examples.

"Ethics" means positive principles of conduct. Some ethical requirements are enforced by federal, state, or local law. Others rely on training or on individuals' desire to do the right thing. The provisions of this Resolution which are not elsewhere enforced by law shall be considered advisory only.

The Code of Ethics is not intended to legislate morality but rather to convey general expectations of appropriate conduct. Just because an action is legal does not necessarily mean it is right or good. Similarly, not every action that is wrong needs to be punished under the law. The role of ethics is particularly to question those actions which are neither prohibited nor required by law. If no law is indicated for a numbered subsection, its provisions are only advisory.

Trust. The purpose of City government is to serve the public. City officials treat their office as a public trust. City officials have special powers, along with a special obligation to act only on behalf of the public. *{ORS Chapter 244 declares public office a public trust, prohibits certain actions, and provides penalties. An explanatory guide is available from the Oregon Ethics Commission.}*

1. **The City's powers and resources are to be used for the benefit of the public rather than any official's personal benefit.** To function effectively the City needs the public's respect and confidence that its power will be used on behalf of the community as a whole. In this context, improper acts are doubly wrong: a selfish decision is not only wrong in itself but also wrong because it violates public trust in government.
2. **Ensure public respect by avoiding even the appearance of impropriety.** Public service requires a continual effort to overcome cynical attitudes and suspicions about the people in government. For example, conduct which could appear dishonest to a reasonable observer will undermine the public trust even if the conduct is not illegal.
3. **Policymakers place long-term benefit to the public as a whole above all other considerations, including important individuals and special interests. The public interest includes protecting the rights of under-represented minorities.** Public service involves a complex network of competing loyalties to country, state, community, employer, mentors, colleagues, subordinates, family, and self. Often constituent interests can be satisfied without violating the public interest but policy formulation requires evaluating information objectively and deciding what is best for the public as a whole. There is no formula for the most difficult decisions. The long-range public interest demands that the will of the majority be tempered by a commitment to consider the rights and interests of minority groups, especially those who are not sufficiently represented in the normal decision-making process. Elected officials have a duty to engage in dialogue with citizens, to hear their concerns, and to increase their awareness of long-term efforts for the community as a whole.
4. **Administrators implement policies in good faith as equitably and economically as possible, regardless of their personal views.** City management is supposed to

implement the policies and laws enacted by City Council. Not every aspect of every situation will be specifically covered in the law, so virtually every employee will have opportunities to make decisions. These decisions should be guided by an honest effort to understand and carry out the policymakers' instructions. Elected officials sometimes become frustrated dealing with a large, unresponsive bureaucracy. Staff can become equally frustrated by the passage of laws which have not sufficiently drawn on the expertise of administrators and are impractical, contradictory, ambiguous, under-funded, or ineffective. To keep these frustrations from paralyzing the organization, two-way dialogue is essential. City workers at all levels generally have personal convictions which affect the way they interpret and implement policies. This is proper so long as their values and attitudes do not impede or nullify instructions from policy-makers. City workers who find their personal convictions are irreconcilably incompatible with lawful policies should openly state their conflict, and in some cases, withdraw from the administration of such policies. It is not ethical to express personal convictions covertly by blocking or ignoring lawful policies.

5. **Whistleblowing is appropriate on unlawful or improper actions.** Anyone who observes significant unlawful or improper actions by a City official is expected to report them. Customarily, the actions are reported to the official's supervisor. If the supervisor appears to be involved in the improper actions, the report can be made to a higher level, to the City Administrator, or to the Oregon Ethics Commission. This decision is not to be made lightly, as whistleblowing creates an atmosphere of suspicion. "Whistleblowing" differs from "leaking" because leakers act covertly and are essentially unaccountable for the consequences of their actions. Conscientious City workers protect the public from improper governmental activities, illegal secret policies and arrogant decision-making. Therefore, it is wrong to harass or punish City workers who seek to hold government accountable through whistleblowing. *{Employer retaliation is prohibited by ORS 659.550, and by the Federal Whistleblower Protection Act of 1987. Civil and criminal penalties are provided.}*
6. **Citizens have a fair and equal opportunity to express their views to City officials.** Often it is impossible for an official to talk personally with every concerned citizen. The ability to schedule a meeting with an official should not depend on the citizen's desire to provide personal benefits or campaign contributions.
7. **City officials do not give the appearance of impropriety or personal gain by accepting personal gifts.** In general, personal gifts should be refused or returned with a friendly but firm message that City officials are not allowed to receive gifts. A personal gift, lunch, or entertainment under \$50 in value is legal but no amount is too small to be ethically questionable. The key question for an individual official is, "Would I receive this gift if I did not hold a City position?" The ethical principle is that officials obtain no personal gain from performance of their duties except official compensation and the satisfaction of a job well done. Citizens can best show their appreciation with a letter of commendation. Even small promotional gifts such as imprinted pens or t-shirts from profit-making entities should not be used on the job because they can create the impression that the vendor is regarded with particular favor by the official. Tact is especially needed if personal gifts to officials are expected in the donor's culture. For example, gifts presented as part of the Sister Cities program should be graciously accepted and become the property of the City of St. Helens. However, if a personal gift is offered within St. Helens by an immigrant business owner, the official should explain that such gifts are not the City's custom. *{ORS 244.020 (8) defines "gift." ORS 244.040 (2) prohibits accepting gifts with a cumulative value over \$50 in a calendar year. ORS 244.350 (1) provides civil penalties up to \$5,000.}* Gifts exchanged between co-workers

for occasions such as birthdays and holidays are not prohibited. Donations to City programs are also allowed.

8. **City officials devote City resources, including paid time, working supplies, and capital assets, to benefit the public.** Time paid for by the City is intended for City business. Personal errands and calls should be confined to break periods or official time-off. Supervisors should not ask subordinates to perform personal services. Generally, personal photocopies and toll calls can be made during break periods and reimbursed to the City. Office supplies are for City use only. If public benefit is the guiding criterion, either decision is ethically defensible. City workers should not use their position to acquire personal benefits such as surplus City equipment, tickets to events, or special treatment. City workers should not use official letterhead or refer to their public position when requesting personal benefits or resolving personal disputes.
9. **Political campaigns are not conducted on City time or property.** *{ORS 260.432 prohibits solicitation of, or campaigning by, public employees during working hours, with an exception for elected officials.}* State law requires posting a notice stating, "No public employee shall solicit any money, influence, service or other thing of value or otherwise promote or oppose any political committee or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder while on the job during working hours. However, this section does not restrict the right of public employees to express personal political views. It is therefore the policy of the state and of your public employer that you may engage in political activity except to the extent prohibited by state law when on the job during working hours." *{State law does not prohibit campaigning on City property, but does require such property to be equally available to both sides of a campaign.}* For example, a City employee while on City property during a lunch break can express personal political views to co-workers but not distribute flyers for a campaign. As a further example, for an election such as a tax limitation or bond measure, Council may declare an official position for the City. City officials are permitted to provide information on the measure's impact but not to use public resources to promote a specific vote. It may be difficult to distinguish official duties from campaign activities in cases such as speeches or articles communicating an elected official's opinion. In such cases, the participation of public employees is justified so long as a substantial public purpose is served.

Objectivity. City officials' decisions are based on the merits of the issues. Judgment is independent and objective. Financial disclosure regulations are designed to prevent bribery and extortion yet protect individuals' freedom of expression and association. The theory is that an informed public will decide on the propriety of financial links and hold the officials accountable. It is ethical for officials not only to scrupulously comply with the law but also to personally examine each transaction offered in order to avoid suggesting any conflict of interest. *{ORS 244.050 requires statements of economic interest, and ORS Chapter 260 requires disclosure of campaign contributions.}*

1. **City officials avoid financial conflict of interest and do not accept benefits from people requesting to affect decisions.** Many citizens seek to influence government actions. Some do so by offering benefits such as personal favors, entertainment, gifts, loans, and special investment opportunities. City officials are to refuse and to educate the citizens that such offers are not allowed. If the citizen is politically experienced and the attempt to unduly influence is clear, the matter should be reported to law enforcement authorities. *{Bribery is a crime under ORS 162.015}*

2. **If an individual official's financial or personal interests will be specifically affected by a decision, the official is to withdraw from participating in the decision.** {ORS Chapter 244 defines conflict of interest, limits participation, and provides for civil penalties. An explanatory guide is available from the Oregon Ethics Commission.} Recusal and disqualification involves a statement such as, "My brother-in-law is part owner of the property under discussion. Therefore, I will not be speaking or voting on this matter." State law distinguishes between actual conflict of interest, which definitely would affect the official, and potential conflict, where the effect is not certain. In the case of a potential conflict, the official must disclose the conflict but may participate in the decision. The law also makes an exception where the official's financial interests are included with a whole class of citizens, such as property taxpayers. For a non-specific link, an informational disclosure is appropriate, such as, "We will be voting on the Albina Neighborhood Plan. I live in Albina, but the plan does not specifically refer to my property." State law focuses on elected officials and appointees to boards and commissions but the ethical principle extends to all officials. For example, a building inspector would not inspect his or her own residence. City workers also undermine objectivity when they award a contract, then leave to become an employee of the contractor.
3. **City officials avoid bias or favoritism, and respect cultural differences as part of decision-making.** It is improper to use public authority to help friends or to hinder enemies. When selecting a committee or task force, it is desirable to provide as much diversity as the size of the group will allow.
4. **Intervention on behalf of constituents or friends is limited to assuring fairness of procedures, clarifying policies or improving service to all citizens.** City officials should avoid giving citizens any reason to believe they would receive better or different services if they had a personal connection with the official. Elected officials, in particular, should be clear about discussing information rather than pressuring administrators toward a particular decision.

Accountability. Open government allows citizens to make informed judgments and to hold officials accountable.

1. **City officials exercise their authority with open meetings and public records.** The laws of open government balance citizens' right to know against the need for confidentiality in matters such as medical records and employee discipline. {Public records and open meetings are covered by ORS 192.420 and 192.990.}
2. **Officials who delegate responsibilities to make sure the work is carried out.** Managers are to make sure routines are developed that support appropriate follow-up and should sponsor staff training to handle delegated responsibilities.
3. **Campaigns for election allow the voters to make an informed choice on appropriate criteria.** Elections offer the ultimate accountability for City officials. Therefore, candidates should strive for respectful and accurate discourse on important issues. To protect freedom of speech and of the press, Oregon law does not prohibit ethically questionable actions such as untrue statements, unkept promises, or deliberate deception. Nevertheless, such actions are unethical. It is also not ethical to focus a campaign on trivial matters or on the kind of negative exchanges that make voters conclude, "A plague on both your houses."
4. **Each City employee and appointee is encouraged to improve City systems by identifying problems and proposing improvements.** City workers who believe a law

or policy is not achieving its stated purpose, is creating unintended harm, or is inefficient, should express such concerns to their supervisors and suggest possible improvements. Department Heads should share "big picture" information with their subordinates and reward suggestions for improvement.

5. **City government systems are self-monitoring with procedures in place to promote appropriate actions.** City workers are often in the best position to observe fraud, waste, or abuse of public power, and their refusal to participate is a necessary part of protecting the public. City managers should support a workplace atmosphere that encourages employees' pride in their work and avoid a "kill the messenger" response if problems are called to their attention. City managers should make sure their practices for purchasing, contracting, and hiring include routines that elicit fair choices and assure protection of City assets. Such routines include checklists, separation of duties, bank account reconciliations, and reports to management. Safeguards should be as simple as possible, so the cost of protection will be reasonable for the situation. Often mere record-keeping is sufficient: for example, an administrator could record and periodically report all contacts from elected officials on behalf of specific constituents.

Leadership. Ethical leadership sets a good example and treats all citizens with respect.

1. **City officials obey all laws and regulations.** Law-abiding behavior by City officials sets a good example for citizens to respect the law. Laws governing their public duties are especially important but even actions in private life carry a public message. *{Violating an oath of office is a misdemeanor under ORS 162.075.}* In rare cases, an official may invoke this country's long tradition of civil disobedience, which is the open refusal to abide by an unjust law, as a matter of conscience and an impetus to change. Such actions must be subject to legal consequences. Because of their knowledge of the law, public officials may be aware of ambiguities or incomplete enforcement, but they should nevertheless comply with the laws' spirit and purpose.
2. **City officials do not exploit loopholes.**
3. **Leadership facilitates, rather than blocks, open discussion.** Any official who controls a parliamentary process has an ethical obligation to avoid behavior such as strained interpretation of the rules, refusal to recognize a person, or arbitrarily delaying a decision.
4. **Officials avoid discreditable personal conduct and are personally honest.**
5. **All City departments and work teams are encouraged to develop detailed ethical standards, training, and enforcement.** This Code of Ethics covers the relationship of the City as a whole to its citizens. Organizations within the City should develop additional standards as needed. Also, ethical standards require training and enforcement, which may lead to refinement of the standards. Even the City-wide Code should be reviewed periodically.
6. **The City Administrator will publish a pamphlet containing explanations and examples of ethical principle.**

INTERGOVERNMENTAL AGREEMENT

This agreement is entered into this _____ day of _____ 2021 by and between THE CITY OF ST. HELENS, a municipal corporation (hereinafter "City"), and ST.HELENS SCHOOL DISTRICT, a political subdivision of the State of Oregon (hereinafter "District").

RECITALS

- A. The District wishes to have the presence of police to assist the District in maintaining security, supervision and safety in the District's schools, and at school-sponsored activities in the St. Helens area; and
- B. The City is willing to assign one or more police officers to provide such presence for the District, in consultation with the District, pursuant to a program philosophy and general job responsibilities mutually determined by the City and the District.
- C. Both the City and the District wish to engage in a cooperative and coordinated effort to:
 - Provide a positive image of law enforcement and law enforcement officers for students;
 - Share educational resources for instructional programs dealing with law enforcement, health and safety, and drug and alcohol education;
 - Create an atmosphere of safety and security on school campuses and at school-sponsored activities;
 - Facilitate a more coordinated effort in dealing with youth problems involving school, parents, police, and other community agencies;
 - Assist school administration with the District's prohibition of the traffic and use of illegal substances in the District's schools;
 - Assist school and District administration with school emergencies and threats; and
 - Assist school administrators, as requested (upon mutual concurrence), in their work with troubled students in both criminal and non-criminal investigations. The SRO will not be utilized for any non-criminal investigation involving SHPD employees.
- D. Both the City and the District desire to formalize such a cooperative effort by written agreement; and
- E. This type of agreement is authorized under ORS 190.010 et seq.
- F. This agreement is effective retroactively to July 1, 2020.

NOW, THEREFORE, in consideration for the mutual covenants contained herein the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. CITY AGREES TO THE FOLLOWING:
 - 1.1 The City shall assign the requested amount of sworn officer as the School Resource Officer (SRO). If the City cannot fulfill the requested number of SRO officers or fulfill any requested time commitments, the City will inform the District as soon as possible.
 - 1.2 The City shall name the Police Sergeant as the contact person to monitor the program on behalf of the City. This contact person shall also be known as the SRO Supervisor.

- 1.3 The SRO shall be an employee of the City, subject to the rules and regulations of the City. The City shall provide all compensation and benefits for the SRO and the SRO shall not be considered a District employee for any purpose. City shall pay the cost of selection, training, salary, benefits, vehicle, and equipment for this program.
- 1.4 To the extent allowed by the City Charter and subject to the Oregon Tort Claims Act, the City covenants and agrees to hold the District, its officers, employees, and/or agency harmless from all claims whatsoever made against the District, its officers, employees or agents, arising out of the City's negligent performance of the duties required by the terms of this Agreement.
- 1.5 Any additional expenses generated beyond the assigned workday (e.g., school dances, football games, etc.) by the SRO program will be billed to the District as they occur.
- 1.6 The City will present the anticipated costs of the upcoming year to the School District no later than April 15th of each year this agreement, its extensions or modifications are in effect.
- 1.7 The City will invoice the school district in December each calendar year for the full year cost.
- 1.8 The City will work to the best of its ability to assign SRO staff to activities like games, dances, and other events that may reside outside of normal business hours. This time will be combined and/or flexed with normal operating hours of the SRO.
2. DISTRICT AGREES TO THE FOLLOWING:
 - 2.1 The District will inform the City of the requested number of SROs by March of each year for the upcoming school year.
 - 2.2 District shall pay to the City:
 - a. 50% of the SRO's cost of Salary and Benefits per SRO requested by the District. This includes salary, DPSST (Department of Public Safety Standards and Training), fitness incentive, health insurance, PERS (Public Employee Retirement System), Federal taxes, WBF (workers benefit fund), SAIF Workers Comp insurance, VEBA, LTD (long term disability), life insurance, accidental death and dismemberment, and uniform allowance. Salary will be capped at Step 5 of the St. Helens Police Association Union Contract.
 - b. Payment shall be made on December 15th each calendar year this agreement, its extensions or modifications are in effect.
 - 2.3 District names the Superintendent as the contact person to monitor the program on behalf of the District.
 - 2.4 In cases when the SRO cannot be present due to court appearances, illness, vacation, training, or other contracted leave of absence, 911 will be called on cases involving emergencies and as needed. The SRO shall report schedule conflicts to the SRO Supervisor who shall in turn report those conflicts to the school and the District's

contact as identified in Paragraph 2.3 as soon as the conflict becomes known to the SRO and the SRO Supervisor.

- 2.5 To the extent allowed by the law and subject to the Oregon Tort Claims Act, the District, covenants and agrees to hold the City, its officers, employees, and/or agents harmless from all claims whatsoever that are made against the District, its officers, employees or agents, arising out of the District's improper or negligent performance of the duties required by the terms of this Agreement.
- 2.6 The District may request additional officer presence at events and the City will do its best to accommodate the requested need.

3. BOTH PARTIES AGREE AS FOLLOWS:

- 3.1 Neither party will ensure the actions of the other, and each party will assume its own responsibility in connection with any claims made by a third party against the City and/or the District.
- 3.2 This IGA shall be effective beginning July 1, 2021 through June 30, 2022, with up to ten (10) automatic 1-year extensions.
- 3.3 This IGA may be modified at any time by written agreement of both of the parties.
- 3.4 Either party may terminate this IGA by providing a ninety (90) day written notice of termination to the other party. The City shall refund any pro-rata portion of prepaid compensation not earned because of any termination.
- 3.5 The duties and responsibilities by the SRO and set forth in Attachment A, SRO Work Rules and Expectations, which is attached hereto, and hereby incorporated by reference.

IN WITNESS WHEREOF, the parties have caused this IGA to be executed by the duly authorized officers on the dates hereinafter written.

THE CITY OF ST. HELENS

By: _____

Rick Scholl, Mayor

Date: _____

Attest: _____

Date: _____

ST. HELENS SCHOOL DISTRICT

By: _____

Date: _____

ATTACHMENT A

SRO Work Rules and Expectations

General guidance and task supervision of the School Resource Officer (SRO) are the responsibility of the SRO Supervisor, who will work closely with and in cooperation with the District Superintendent, or his designee.

1. Since the SRO is a sworn police officer, once involved in an official investigation of criminal activity the SRO shall have the following responsibilities:
 - a. Abide by all federal, state, and local laws and ordinances.
 - b. Report any conflict created by any laws, ordinances, rules, and policies and procedures to the building principal and police supervisor for resolution.
 - c. Perform a fittingly thorough investigation as indicated by the circumstances and document the interviews of all involved parties as necessary based upon the needs of the investigation.
 - d. Inform the supervisor of the SRO program. The SRO Supervisor in accordance with state and federal law shall notify the District contact person of criminal investigations the SRO is conducting.
 - e. Present the case to the District Attorney, City Attorney and/or the Juvenile Department for review.

2. The duties and responsibilities of the SRO shall be as defined below and mutually agreed upon by the City and the District. Such duties shall include, but not be limited to:
 - a. The SRO shall wear the prescribed City uniform with all normal accessories, and equipment including a firearm.
 - b. Marked police vehicles significantly reduce criminal activity when visible to the public. For this reason, the City agrees to provide the SRO marked police vehicles for use when available. This is subject to accommodation by the City.
 - c. Represent the positive image of area law enforcement in the District.
 - d. Give classroom presentations on topics of mutual interest to the City and the District. School officials, teachers, students, or community members may request presentations. The school principal and the SRO Supervisor must approve these presentations.
 - e. Provide information and informal counseling to students as requested by school officials subject to policies and regulations of the City.
 - f. Establish and maintain a sense of security and order on school campuses by providing a visible presence, deterrence, and responsiveness to criminal activity. The SRO shall not act in the capacity of a private security officer for the District.
 - g. Make appropriate contacts with parents and other community agencies as requested.

- h. Assist with supervision of after-school activities as requested. In accordance with the IGA, the District agrees to reimburse the City for overtime costs that are incurred.
 - i. Conduct motorized patrol of school grounds and nearby streets, and/or direction of traffic at designated points.
 - j. Enforce criminal laws through investigation and arrests.
 - k. Adhere to District policy when appropriate unless it is inconsistent with the proper and appropriate police action in a particular situation. Any conflicts must be reported to the SRO Supervisor. The SRO Supervisor will notify the District representative.
3. The District shall provide the City with a copy of any Public Record created by the District which involves, describes, or relates directly to any performance of productivity issues or concerns involving any City police employee, including but not limited to the SRO.

SEARCH AND SEIZURE

The SRO shall not become involved in administrative (school-related) searches unless specifically requested by the school to provide security, protection, or for handling of weapon(s) or contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the administrator act as his or her agent. Any law enforcement searches or interviewing of students for law enforcement purposes shall be limited to and performed in accordance with the District school board policies and regulations.

RELEASE OF STUDENT INFORMATION

The release of student records is governed by ORS 336.187 and ORS 326.565 – 326.580, and the Family Education Rights and Privacy Act (“FERPA”), 20 U.S.C. 1232g, and its implementing regulations. In accordance with FERPA, “school officials” may access and disclose student records only as authorized by FERPA. The SRO will become familiar with and comply with all state and federal student confidentiality laws applicable to the K-12 school environment.

A. School Resource Officer

The release of student records is governed by the Family Educational Rights and Privacy Act (20 U.S.C. 1232g; 34 CFR part 99) (“FERPA”). For purposes of access to student records, the SRO is considered a “school official” and may be provided students’ personally identifiable information (“PII”) on an as-needed basis to carry out SRO duties for legitimate educational purposes. In addition, the SRO and SRO Supervisor may only use PII for the purpose for which the disclosure was made; and to promote school safety and the physical security of students.

B. Director Information

Information that is designated as “directory information” is published in School Board Policy. The information regarding students whose parents have opted-out of disclosure of such student

information will be withheld. The information items designated as “directory information” are subject to change. The SRO or other law enforcement officials seeking access to directory information may request such information from the building principal.

City of St. Helens
PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **WEST Consultants Contractor**”).

RECITALS

A. The City is in need of consulting services to Milton Creek FEMA Revisions and Contractor is qualified and prepared to provide such services.

B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to Milton Creek FEMA letter and Map revisions in St. Helens, and Contractor accepts such engagement. The principal contact for Contractor shall be James Heyen email jheyen@westconsultants.com

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

3. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on December 31, 2021. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

4. Compensation. The terms of compensation for the initial term shall be as provided in Exhibit A.

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor’s cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

5.3 The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.

5.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

5.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

6. Document Ownership. Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

7. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

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

CONTRACTOR: West Consultants
Attn: James Heyen
2601 25th Street SE
Salem, OR 97302

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

8. Standard of Care. Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

9. Consequential Damages. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by

one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

10. Insurance.

10.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

10.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.

10.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

10.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

10.5 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

11. Termination. Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.

12. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

13. Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

14. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

15. Indemnification. Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful

misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

16. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

17. Compliance with Law.

17.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

17.2 Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

17.3 Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

17.4 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

17.5 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

18. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

19. Publicity. Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

20. Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

21. Assignment. This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

22. Default.

22.1 A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

22.2 Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

22.3 Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.

22.4 If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.

23. Attorney Fees. If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

24. Inspection and Audit by the City.

24.1 Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

24.2 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.

24.3 This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

25. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

26. Severance. If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents, and Contractor has executed this Agreement on the date written below.

CITY:

CITY OF ST. HELENS
Council Meeting Date: 4/7/2021

Signature: _____
Print: _____
Title: _____

Date: _____

CONTRACTOR:

WEST CONSULTANTS

Signature: _____
Print: _____
Title: _____

Date: _____

Exhibit A

Scope of Work for Milton Creek FEMA Letter of Map Revision in St. Helens, OR

Project Understanding

We understand that the City of St. Helens wishes to construct a new Police Station at the northeast corner of Old Portland Road and Kaster Road. As shown on the effective Flood Insurance Rate Map (FIRM) numbers 41009C0452D and 41009C0456D, a portion of the site lies within the FEMA Special Flood Hazard Area (SFHA) of Milton Creek. According to the effective mapping, this portion of Milton Creek is studied by detailed methods but does not include a regulatory floodway. After consulting the applicable sections of the City of St. Helens Municipal Code, specifically Chapter 17.46, we proposed to conduct the following tasks in order to support the permitting for the proposed development.

Task 1 – Site Reconnaissance

Consultant shall conduct reconnaissance of the project site to become familiar with the general site layout, existing constraints, existing structures, and the physical and hydraulic conditions of the project site.

Task 2 – Data Collection and Review

Consultant shall research, collect, and review relevant data applicable to the hydraulic analysis. Such data include, but are not limited to, the effective FEMA hydraulic model for Milton Creek, current topographic mapping, and as-built plans for the bridge carrying Old Portland Road over Milton Creek.

Task 3 – Hydrographic Survey

Consultant shall conduct a hydrographic survey of Milton Creek in the project vicinity. The survey will include the researching of available survey monuments, establishment of local survey control, and collection of topographic and bathymetric survey data for use in updating the effective FEMA hydraulic model. The survey would begin at cross section “A” on the effective FIRM (approximately 2,000 feet upstream of Old Portland Road) to a suitable location downstream of the proposed project. WEST will coordinate with the City of St. Helens regarding access to private properties, as necessary, located upstream of the project site.

Task 4 – Hydrology

Consultant shall determine the 0.2% annual-chance (500-year) and 1% annual-chance (100-year or base flood) discharges from available published FEMA data.

Task 5 – Hydraulic Modeling

Consultant shall conduct hydraulic modeling of Milton Creek in the vicinity of the subject property. The modeling will update the water surface profile of the 0.2% and 1% annual chance flood events and determine the extents of the regulatory floodway following established FEMA methodology.

Task 6 – Flood Hazard Mapping

Consultant shall use FEMA methodology to develop work maps that define the limits of the modeled 0.2% and 1% annual chance flood event and floodway boundaries using available topographic data.

Task 7 – FEMA Letter of Map Revision Package

Consultant shall prepare the required FEMA paperwork for submitting a LOMR application (MT-2 forms). The submittal package will include relevant project data, including hydraulic modeling files and revised floodplain mapping.

The LOMR application package will include:

- Hydraulic modeling files
- Updated flood profile plot and floodway data table
- Floodplain work map and associated GIS data
- Annotated FIRM panel(s) with tie-in to effective mapping
- Completed MT-2 forms
- ESA compliance documentation (provided by others)
- Project narrative
- Responses to comments by the City on draft package
- Coordination and response to comments by the FEMA contracted reviewer pursuant to acceptance

Task 8 – Technical Memorandum

Consultant shall produce a technical memorandum that summarizes the approach, assumptions, data, methodology, and results of the analysis. The memorandum will serve as the project narrative for the LOMR application.

Task 9 – Project Management & Coordination

Consultant's project manager will administer all contract paperwork, assign responsibilities to staff, monitor project progress, provide technical direction and oversight, and perform quality assurance reviews. The project manager will coordinate as needed with City of St. Helens and Mackenzie regarding project progress.

Fees

WEST will perform the tasks outlined above on a time and materials basis for an estimated not-to-exceed cost of \$33,438. Work beyond the tasks outlined above will be billed at the rates indicated in Exhibit B. Such work will require the written approval from City of St. Helens prior to commencement.

Terms

- Required endangered species compliance documentation will be provided by Client or Client's consultant. If requested, WEST can provide suggested consultants qualified to provide these services.
- Client will be responsible for all fees charged by FEMA to review the LOMR application. The current fee charged by FEMA for reviewing a LOMR application, if processed online, is \$8,000. This fee is not included in Exhibit B.
- Client will be responsible for any fees charged by Columbia County for LOMR processing.
- Client will be responsible for any land owner notification and/or permission to access private property necessary to conduct the hydrographic survey.
- Client will be responsible for any landowner notification or public notice requirements. This is applicable only if the modifications to the flood hazard mapping extend beyond the Client's property.

Schedule

It is anticipated that approximately eight weeks will be required to complete the above listed tasks. FEMA's reviewers have 90 days to respond to the application once submitted. Processing of the LOMR typically takes 6 to 9 months.

Exhibit B - Milton Creek FEMA Letter of Map Revision

| LABOR COSTS | | | | | | | | | | |
|--------------------|-------------------------------------|-----------------------|------------------------|------------------------|-----------------------|--------------------|--------------------|--------------------|-------------------------|--------------------------|
| TASK # | DESCRIPTION | Vice President | Project Manager | Senior Engineer | Staff Engineer | GIS Analyst | Survey Lead | Survey Crew | Total Task Hours | Total Task Amount |
| 1 | Site Reconnaissance | | | 8 | | | | | 8 | \$ 1,160 |
| 2 | Data Collection and Review | | | 8 | | | | | 8 | \$ 1,160 |
| 3 | Hydrographic Survey | | 2 | 6 | | | 24 | 20 | 52 | \$ 7,246 |
| 4 | Hydrology | | | | 2 | | | | 2 | \$ 256 |
| 5 | Hydraulic Modeling | | 8 | 24 | 24 | | | | 56 | \$ 8,056 |
| 6 | Flood Hazard Mapping | | 4 | 4 | | 16 | | | 24 | \$ 3,732 |
| 7 | FEMA Letter of Map Revision Package | 1 | 8 | 16 | | | | | 25 | \$ 4,090 |
| 8 | Technical Memorandum | 1 | 8 | 16 | | | | | 25 | \$ 4,090 |
| 9 | Project Management & Coordination | | 16 | | | | | | 16 | \$ 3,008 |
| | TOTAL HOURS | 2 | 46 | 82 | 26 | 16 | 24 | 20 | 216 | \$ 32,798 |

| | | | | | | | | | |
|------------------------------|--------|----------|-----------|----------|----------|----------|----------|--|-----------|
| HOURLY RATES | \$ 266 | \$ 188 | \$ 145 | \$ 128 | \$ 150 | \$ 150 | \$ 120 | | |
| TOTAL HOURLY ESTIMATE | \$ 532 | \$ 8,648 | \$ 11,890 | \$ 3,328 | \$ 2,400 | \$ 3,600 | \$ 2,400 | | \$ 32,798 |



2601 25th Street SE
Suite 450
Salem, OR 97302
(503) 485-5490

| DIRECT COSTS | |
|---------------------------|---------------|
| Site Reconnaissance | \$ 90 |
| FEMA Data Request | \$ 300 |
| Hydrographic Survey | \$ 250 |
| TOTAL DIRECT COSTS | \$ 640 |

| TOTAL COSTS | |
|---------------------|------------------|
| LABOR COSTS | \$ 32,798 |
| DIRECT COSTS | \$ 640 |
| OTHER COSTS | \$ - |
| TOTAL | \$ 33,438 |

ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

| TYPE OF INSURANCE | LIMITS OF LIABILITY | | REQUIRED FOR THIS CONTRACT |
|--|---|--|---|
| General Liability | Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury | \$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| Please indicate if Claims Made or Occurrence | | | |
| Automobile Liability | Combined Single – covering any vehicle used on City business | \$2,000,000 | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| Workers' Compensation | Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____ | | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| Professional Liability | Per occurrence Annual Aggregate | \$500,000 or per contract \$500,000 or per contract | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to:

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

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.

MATERIALS AND SERVICES CONTRACT
McCORMICK PARK PLAYGROUND INSTALLATION
A WEST PACIFIC CONTRACTORS LLC

BETWEEN: **City of St. Helens**, a municipal corporation of the State of Oregon (“City”)

AND: A West Pacific Contractors LLC (“Contractor”)

DATED: _____

RECITALS

A. The City is in need of materials and services for playground equipment and fall protection installation at McCormick Park, and Contractor is qualified and prepared to provide materials and services to fill that need.

B. The purpose of this Contract is to establish the materials and services to be provided by Contractor and the compensation and terms for such materials and services.

NOW, THEREFORE, the parties mutually agree as follows:

1. Engagement. The City hereby engages Contractor to furnish the materials (“Materials”) and services (“Services”) specified in Attachment A, Scope of Work, attached hereto and incorporated herein by reference, and Contractor accepts such engagement. The principal contact on behalf of Contractor shall be Pablo Santillan, phone 510-314-1177.

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A. Any changes to this Contract shall be in writing, signed by both parties, and shall be attached to and become a part of this Contract. The scope of work may include supplying “goods,” as defined in ORS 72.1050. References to “Work” herein refer to the provisions of both Materials (or goods) and Services.

3. Contract Documents.

3.1 The term “Contract Document” means this form, the Scope of Work, and any specifications, quotation, extensions, amendments, exhibits and documents incorporated by reference.

3.2 This Contract shall constitute the entire agreement between the parties concerning the Materials and Services. References to “this Contract” or “the Contract” include all Contract Documents.

3.3 Each party shall notify the other party of inconsistencies in the Contract Documents. If inconsistencies occur, the document or provision that will result in a better quality of Services shall have priority. Amendments have priority over all other Contract Documents, including amendments of an earlier date. Specifications have priority over this form. This form and specifications have priority over the quotation. The City may issue a

written interpretation to resolve any inconsistencies in the Contract Documents, which shall be binding on Contractor so long as such interpretation is not unreasonable.

3.4 If any term or provision of a Contract Document is held by a court of competent jurisdiction to be invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract Document did not contain the particular term or provision held to be invalid.

3.5 Notwithstanding Subsection 3.1, Contract Documents include any amendments or addenda issued by the City with the Request for Quotations that are attached to this form as attachments. After this Contract is signed, the Contract Documents may be changed only by written amendments signed by authorized representatives of both parties.

4. Contract Term.

4.1 The initial term of this Contract begins on April 7, 2021, and ends on June 30, 2021 ("Contract Term"). The parties may agree to extend the Contract Term for two (2) successive periods of twelve (12) months each. Such extension shall begin on the day following the end of the initial term or the first extension. Extensions must be set forth in writing and signed by authorized representatives of both parties. The party requesting the extension must deliver a request for extension at least sixty (60) days before the Contract Term is scheduled to end.

4.2 A schedule of performance may be included in the specifications.

4.3 Notwithstanding Subsection 4.1, this Contract may be terminated before the end of the Contract Term, as provided in the Contract Documents.

5. Approvals. If the Contract Documents require approval of any thing, act, or document, the request for approval and the response must be given by persons with proper authority under the Contract Documents in the same manner as notices under Section 6. Approval will not be withheld unreasonably.

6. Notices.

6.1 Notices required by this Contract must be given in writing by personal delivery or by United States mail, first-class postage-prepaid, unless some other means or method of notice is required by law.

6.2 All notices to the City must be directed to the City Administrator. The City's address for notices is:

City of St. Helens
Attn: City Administrator
265 Strand Street
St. Helens OR 97051

6.3 Contractor's address for notices is:

A West Pacific Contractors LLC
Attn: Pablo Santillan
965 Mildred Ln. SE
Salem, OR 97306

Ph. 510-314-1177
Fax 503.851.5911

6.4 Each party shall notify the other of any change of address for notices.

7. Contractor's Responsibility for the Work.

7.1 Time is of the essence on this Contract. Contractor shall perform the Work promptly and efficiently and in accordance with the provisions set forth in Attachment A. Contractor shall provide all labor, materials, tools, equipment and incidentals that are necessary for proper performance of the Work, including items that may be inferred from the specifications or from prevailing custom or trade usage as being necessary to produce the intended results.

7.2 Unless the specifications require certain means or methods, Contractor shall be responsible for the means and methods used for the Services.

7.3 Materials provided by Contractor must be of good quality and will be subject to the warranties provided by ORS 72.3120, ORS 72.3130, ORS 72.3140 and ORS 72.3150.

7.4 Contractor shall provide and properly supervise qualified workers. Workers must have any licenses and certificates required by applicable laws.

7.5 Contractor shall not assign any interest in this Contract or enter into subcontracts for the Services without the prior written approval of the City.

8. Use of Premises.

8.1 Provisions of this Contract that refer to "the Premises" will apply to the Work only if it is performed at the Premises, defined as real property, including buildings or other improvements that are owned or occupied by the City.

8.2 Contractor shall confine the Work performed at the Premises to areas and times stated in Attachment A, and Contractor shall avoid any unnecessary interference with the use of the Premises.

8.3 Contractor shall take reasonable precautions to prevent injury to persons and damage to property that may result from Contractor's use of the Premises. Contractor shall remedy any damage to the Premises and other property of the City resulting from the Work.

9. Hazardous Chemicals. Contractor shall implement and bear the cost of precautions required for protection from "hazardous chemicals," as defined in ORS 654.750 or OAR Chapter 437, that may be encountered at the Premises or used for the Work. The City and Contractor shall exchange material safety data sheets, label information, and instructions for precautionary measures for hazardous chemicals kept at the Premises by the City or used for the Work by Contractor. The City may prohibit use of particular hazardous chemicals.

10. Liability of City's Officers, Employees and Agents. Officers, employees and agents of the City shall not have any direct, personal liability to Contractor.

11. No Agency. Contractor is engaged by the City as an independent contractor in accordance with ORS 670.600. Contractor, subcontractors, and their principals, employees and agents are not agents of the City as that term is used in ORS 30.265.

12. Indemnification.

12.1 Except as provided in Subsection 12.2, or as otherwise provided by applicable law, Contractor shall defend and indemnify the City and the City's officers, elected officials, volunteers, employees and agents from all third-party claims arising from the Work, including third-party claims arising from injury to any person or damage to property, breach of this Contract by Contractor, or violation of applicable law by Contractor.

12.2 Contractor shall not be responsible for third-party claims resulting solely from the negligence or other wrongful acts or omissions of the City or the City's officers, elected officials, volunteers, employees or agents.

13. Liability Insurance.

13.1 At all times while Contractor is performing Work at the Premises, Contractor shall, at Contractor's expense, maintain in force insurance policies as set forth in Attachment B, which is attached hereto and incorporated herein by reference.

13.2 Prior to starting Work at the Premises, Contractor shall provide certificates of insurance for coverage required by this section, which will be subject to review and approval by the City Attorney. Each certificate must obligate the insurer to give written notice to the City thirty (30) days prior to termination or restriction of coverage. The City may reject a certificate which states that the insurer will merely "endeavor to mail" written notice.

14. Governing Laws. This Contract shall be interpreted and construed in accordance with the laws of the State of Oregon.

15. Compliance with Law.

15.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Contract.

15.2 Contractor shall comply with applicable laws, including ORS 279B.020, ORS 279B.220, ORS 279B.225, ORS 279B.230 and ORS 279B.235, which are incorporated herein.

15.3 Pursuant to ORS 279B.020, no person shall be employed for the Work for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency, or when the public policy absolutely requires it. Except for persons who are exempt from overtime pay, persons who perform the Work shall be paid at least time and a half pay for legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b) and for time worked in excess of ten (10) hours a day or in excess of forty (40) hours a week, whichever is greater.

15.4 If Contractor is a nonresident bidder, as defined in ORS 279A.120(1)(a), and the compensation, as set forth in Attachment A attached hereto and hereby incorporated by

reference, exceeds Ten Thousand Dollars (\$10,000), Contractor shall comply with ORS 279A.120(3).

15.5 Pursuant to ORS 279A.120(2)(a), Contractor shall use products that have been manufactured in Oregon, provided that price, fitness, availability and quality are otherwise equal.

15.6 Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of the City in connection with this Contract in violation of ORS Chapter 244.

15.7 Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017. Contractor shall provide workers’ compensation coverage for “subject workers,” as defined in ORS 656.005(28), employed to perform the Work. Before performing any Work, Contractor shall provide a certificate of insurance for workers’ compensation coverage or other proof of coverage, or certify that no subject workers will perform Work.

15.8 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. 00675]

16. Nondiscrimination.

16.1 Contractor shall comply with all applicable federal, state and local laws, rules and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions or disability.

16.2 Contractor shall comply with the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 30.670 through ORS 30.685, ORS 659A.425, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training, educational or otherwise, conducted by Contractor.

17. Compensation. The terms of compensation shall be as provided in Attachment A. The compensation stated in Attachment A constitutes the total compensation payable to Contractor for the Work.

18. Payment.

18.1 Unless otherwise provided in Attachment A, Contractor shall be paid on a time and materials basis.

18.2 Contractor shall make and keep reasonable records of Work performed pursuant to this Contract and, unless provided otherwise in Attachment A, shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from the date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute. Payment to Contractor shall be complete once the City pays compensation as provided in Section 17.

18.3 The City may suspend or withhold payments if Contractor fails to comply with the requirements of this Contract.

18.4 The City's obligation to make payments is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565. The City certifies that funds for this Contract are included in the City's budget for the current fiscal year, which ends on June 30 next following the date that this Contract is signed. If funds are not appropriated for this Contract for any subsequent fiscal year during the Contract Term, the City shall notify Contractor and this Contract shall be terminated on June 30 of the last fiscal year for which funds are appropriated.

18.5 Any provision of this Contract that is held by a court to create an obligation that violates the debt limitation of Article XI, Section 9 of the Oregon Constitution shall be void.

19. Waiver. Compliance with the provisions of this Contract may be waived only by a written waiver signed by the party waiving its rights. Waiver of compliance with one provision shall not be deemed to waive compliance with any other provision.

20. Default.

20.1 A party will be in default under this Contract if that party fails to comply with any provision of this Contract within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

20.2 Notwithstanding Subsection 20.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Contract or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

20.3 Should a dispute arise between the parties to this Contract, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Contract.

20.4 If a default occurs, the party injured by the default may terminate this Contract and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.

21. Attorney Fees. If legal action is commenced in connection with this Contract, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

22. Termination for Convenience. The City may terminate this Contract if the City determines in good faith that termination is in the best interest of the public. The City shall endeavor to give Contractor written notice thirty (30) days prior to the date of termination under this section, but failure to give notice will not invalidate the decision to terminate. Termination under this section will not affect the rights of the parties existing at the time of termination. If Contractor is not in default, Contractor shall be paid for Work in progress at the time of termination, and Contractor shall be reimbursed for reasonable costs resulting directly from termination. Contractor shall not be entitled to recover lost profits or overhead for Work that is precluded by termination under this section.

23. Action Upon Termination. Upon receiving notice of termination, Contractor shall cease performance of the Work and terminate subcontracts.

CITY:

CITY OF ST. HELENS

Council Meeting Date: _____

CONTRACTOR:

A WEST PACIFIC CONTRACTORS LLC

Signature: _____

Print: _____

Title: _____

Date: _____

Signature: _____

Print: Pablo Santillan

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

City Recorder

ATTACHMENT A
Scope of Work

A West Pacific Contractors L.L.C.

965 Mildred LN SE
 Salem, OR 97306
 Phone (510)314 1177
 Fax (503)851-5911
 CCB# 221767

Customer Name: City of St. Helens
 Project Name: McCormick Park
 Job Address: 1898 Old Portland RD
 St. Helen, OR 97051

Proposal 03/18/2021

We hereby submit specifications and estimates for playground site preparation, installation of playground equipment, and installation of rubber tiles.

Scope of Work

Install ¼" of concrete slurry under highly used areas such as slide beds and swing bays.

Install a thin layer of rock dust for better compaction.

Install concrete curb 6x12x8 approximate 700lf.

Install Geotextile fabric. Supplied by customer.

Gravel to be supplied and spread at 4" by customer. We will be responsible for proper compaction.

Site preparation cost: \$19,288.00

Install playground structures R50506DOC as per drawing provided.

Install 3 bay traditional swing sets.

Install 3 Conifer Climbers.

Install 1 stum step.

Install 1 Inclusive Merry-go-round.

Install 1 Disc Swing.

Install 1 spin max pod.

Install 4 butterflies.

Install 4 button steps.

Install a set of 5 tun drums.

Install IKO M by Berliner.

Playground equipment installation cost: \$26,950.00

Install 9,000 sf of rubber tiles

Tile installation cost for labor only: \$35,550.00**Total job cost: \$81,788.00**

Temporary fence by others.

Excavation by others.

Excavation needs to be done wide enough to accommodate concrete curb.

This quote includes all labor and concrete materials necessary for the installation 'Scope of Work.'

Please note:

Provide labor concrete for footing and necessary equipment for installation.

- Installation Pricing is based on the manufacturer's recommended footing depth below finished grade. Any requirement greater than will incur additional charges.
- Installation assumes a flat dirt surface with no grading preparation required.
- We are not responsible for any site preparation, and/or grading.
- Customer is responsible for calling 888-DIG-SAFE a minimum of 72 hours before installation is to begin.
- Direct access is required for large construction vehicles.
- All work is to be done in one move.
- Unforeseen subsurface obstructions may incur additional charges.

EXCLUSIONS: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; digging through drain rock or wood fiber; safety surfacing; borders and drainage provisions.

note: 1.- Quote is based on information provided here within and is subject to change based on final installation unless otherwise indicated in writing. Any changes or additions to this proposal will affect pricing.

2.-Changes to the proposed scope not agreed to here within or separately in writing may result in additional charges (change order).Work cannot commence until change order(s) are fully executed

50% down payment is required two weeks prior to starting the project.

Contract type: State Prevailing Wage Type: Prevailing No bonded.

Accepted By:

Accepted Date:

ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

| TYPE OF INSURANCE | LIMITS OF LIABILITY | | REQUIRED FOR THIS CONTRACT |
|--|---|--|----------------------------|
| General Liability | Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury | \$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella | YES |
| Please indicate if Claims Made or Occurrence | | | |
| Automobile Liability | Combined Single – covering any vehicle used on City business | \$2,000,000 | YES |
| Workers' Compensation | Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____ | | YES |
| Professional Liability | Per occurrence Annual Aggregate | \$500,000 or per contract \$500,000 or per contract | NO |

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to:

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

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (3/ Item #9.

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 have **ADDITIONAL INSURED** provisions or 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).

| | |
|---|--|
| PRODUCER Hanson Insurance Group 350 NW Elks Dr Corvallis OR 97330 | CONTACT NAME: Teri West PHONE (A/C, No, Ext): 541-207-1370 FAX (A/C, No): 541-758-2718 E-MAIL ADDRESS: teri@hansoninsurancegroup.com |
| INSURED A West Pacific Contractors LLC 965 Mildred Ln Se Salem OR 97306 | INSURER(S) AFFORDING COVERAGE INSURER A: Benchmark Insurance Co INSURER B: SAIF Corporation INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES **CERTIFICATE NUMBER:** 1932680483 **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------------------------------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | Y | Y | BIC5021461 | 7/9/2020 | 7/9/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N <input type="checkbox"/> | N / A | 100015119 | 7/1/2020 | 7/1/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of St Helens is included as an additional insured per attached G0103 and Waiver of Subrogation per form G0905.
Project: McCormick Park Playground
Job Address: 1898 Old Portland Rd, St Helens, OR 97051

| | |
|---|---|
| CERTIFICATE HOLDER City of St Helens 265 Strand St St Helens OR 97051 | CANCELLATION 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 |
|---|---|

ENDORSEMENT

ENDT. NO.

8

G0905
(ed 09/24/09)**WAIVER OF SUBROGATION - BLANKET**

IT IS AGREED, FOR AN ADDITIONAL PREMIUM OF \$ InclnM&D , THAT THE TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO **US** (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) IS AMENDED AS FOLLOWS:

WE WAIVE ANY RIGHT OF RECOVERY **WE** MAY HAVE AGAINST ANY PERSON OR ORGANIZATION THAT QUALIFIES AS AN ADDITIONAL **INSURED** PURSUANT TO THE TERMS OF ENDORSEMENT NUMBER 7 BECAUSE OF PAYMENTS **WE** MAKE FOR **BODILY INJURY OR PROPERTY DAMAGE** ARISING OUT OF (i) **YOUR WORK** PERFORMED DURING THE **POLICY PERIOD** UNDER AN **INSURED CONTRACT** WITH THAT PERSON OR ORGANIZATION, PROVIDED THAT THE **BODILY INJURY OR PROPERTY DAMAGE** OCCURS SUBSEQUENT TO THE EXECUTION OF THE **INSURED CONTRACT**, OR (ii) **YOUR PRODUCT** MANUFACTURED OR SOLD DURING THE **POLICY PERIOD** UNDER AN **INSURED CONTRACT** WITH THAT PERSON OR ORGANIZATION, PROVIDED THAT THE **BODILY INJURY OR PROPERTY DAMAGE** OCCURS SUBSEQUENT TO THE EXECUTION OF THE **INSURED CONTRACT**.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number

BIC5021461

Insured

A West Pacific Contractors LLC

Effective

07/09/2020

BENCHMARK INSURANCE COMPANY


Countersignature of Authorized Representative



ENDORSEMENT

ENDT. NO.

7

G0103
(ed 09/24/09)**PRIMARY BLANKET ADDITIONAL INSURED**

IT IS AGREED COVERAGE IS PROVIDED TO THE ADDITIONAL **INSURED(S)** AS FOLLOWS:

1. SECTION II OF THE POLICY (WHO IS AN INSURED) IS AMENDED TO INCLUDE ANY PERSON OR ORGANIZATION THAT THE **NAMED INSURED** HAS AGREED IN AN **INSURED CONTRACT** TO NAME AS AN ADDITIONAL **INSURED** PROVIDED THE **BODILY INJURY OR PROPERTY DAMAGE** OCCURS SUBSEQUENT TO THE EXECUTION OF THE **INSURED CONTRACT** AND THE **BODILY INJURY OR PROPERTY DAMAGE** ARISES FROM **YOUR WORK** PERFORMED DURING THE POLICY TERM.
2. PARAGRAPH 6.D. IS HEREBY ADDED TO SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS, OF THE POLICY, AS FOLLOWS:

D. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN PARAGRAPHS 6.A., 6.B., OR 6.C. HEREOF, THE INDEMNITY PROVIDED BY THIS INSURANCE IS PRIMARY AND NONCONTRIBUTORY FOR ANY PERSON OR ORGANIZATION THAT IS AN ADDITIONAL **INSURED** UNDER THIS POLICY AND THAT **YOU** HAVE AGREED, IN AN **INSURED CONTRACT**, TO PROVIDE PRIMARY ADDITIONAL **INSURED** COVERAGE.
3. THE APPLICABLE LIMIT OF THE COMPANY'S LIABILITY SHALL NOT BE INCREASED BY THE INCLUSION OF ANY NUMBER OF ADDITIONAL **INSUREDS**.
4. OTHER THAN AS EXPRESSLY MODIFIED HEREIN, COVERAGE FOR THE ADDITIONAL **INSURED** IS GOVERNED BY THE TERMS AND CONDITIONS OF THIS POLICY, INCLUDING THE INSURING AGREEMENTS.
5. THE COVERAGE PROVIDED FOR THE ADDITIONAL **INSURED** IS ONLY TO THE EXTENT OF DAMAGES FROM **BODILY INJURY OR PROPERTY DAMAGE** ARISING OUT OF THE NEGLIGENCE OR STRICT LIABILITY OF THE **NAMED INSURED**. NO COVERAGE IS PROVIDED FOR **BODILY INJURY OR PROPERTY DAMAGE** ARISING OUT OF ACTS, ERRORS OR OMISSIONS OF THE ADDITIONAL **INSURED**.
6. NO COVERAGE IS PROVIDED TO AN ADDITIONAL **INSURED** FOR DAMAGES BECAUSE OF **BODILY INJURY** TO AN EMPLOYEE OF THE **NAMED INSURED**, WHETHER **SUIT** IS BROUGHT OR **CLAIM** IS MADE BY THE EMPLOYEE OR THE PARENT, SPOUSE, CHILD OR SIBLING OF SUCH EMPLOYEE, OR ANY ENTITY SEEKING DAMAGES BECAUSE OF INJURY TO SUCH EMPLOYEE.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

| | | |
|---|---|---|
| Policy Number BIC5021461 | Insured A West Pacific Contractors LLC | Effective 07/09/2020 |
| BENCHMARK INSURANCE COMPANY  | | Countersignature of Authorized Representative  |



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
03/09/2021

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 have ADDITIONAL INSURED provisions or 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).

| | | | |
|--|--|---|--|
| PRODUCER State Farm Scott Ayres 709 Chemawa Rd Ne Keizer, OR 97303 | | CONTACT NAME: Jenny Alvarez PHONE (A/C No. Ext.): (503) 393-2132 FAX (A/C No.): (503) 393-4921 E-MAIL ADDRESS: jenny@scottayresinsurance.com | |
| INSURED Pablo Santillan-Lopez 995 Mildred Ln Se Salem, OR 97306 | | INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 25178 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER:

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 INSUR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---------------------|------------------------------------|--------------------------|--------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | 389 2808-F07-37 409 8264-E18-37 | 12/07/2020 11/18/2020 | 06/07/2021 05/18/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 20,000 \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City, it's officers, agents and employees as additional insureds

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| City Administrator City of St. Helens 265 Strand Street St. Helens, OR 97051 | 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 |
|---|---|

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

1001466 132848.12 03-16-2016

CONTRACT PAYMENTS

City Council Meeting
April 7, 2021

David Evans and Associates Inc.

| | | |
|---|-----------|---------------|
| Project: R-679 Columbia Blvd. Sidewalks (Inv#484375) | \$ | 102.55 |
| Project: R-687 N. Vernonia Rd. Sidewalks (Inv#484376) | \$ | <u>213.71</u> |
| Total | \$ | 316.26 |



**DAVID EVANS
AND ASSOCIATES INC.**

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

Invoice Number 484376
Invoice Date March 19, 2021
PO Number
Page 1 of 1

Work Beginning 01/31/2021 through 02/27/2021

Manager: Paul Tappana

Project STHN0000-0003: N. Veronia Road Sidewalks *R-687*

| | | <u>Current Hours</u> | <u>Rate</u> | <u>Current Amount</u> |
|--------------------------------|--------------------------------|--------------------------|-------------|---------------------------|
| Contract Work Performed | | | | |
| Office/Clerical | Lori Hicks | 0.10 | 99.20 | 9.92 |
| Project Coordinator III | Lara Abrams | 2.20 | 92.63 | 203.79 |
| Subtotal | Contract Work Performed | 2.30 | | 213.71 |
| Invoice Total | | | | \$213.71 |

Invoiced by: Lara Abrams

APPROVED FOR PAYMENT

INIT

DATE

LA
SW

ACCOUNTS PAYABLE

FINANCE

SUPERVISOR

3-21-21

3-30-2021

205-000-53019

Aged Receivables as of 3/11/2021

| <u>0 To 30 Days</u> | <u>31 To 60 Days</u> | <u>61 To 90 Days</u> | <u>Over 90 Days</u> | <u>Total Outstanding</u> |
|---------------------|----------------------|----------------------|---------------------|--------------------------|
| \$991.00 | \$0.00 | \$0.00 | \$0.00 | \$991.00 |

Submit payment to: Dept LA 24340 Pasadena CA 91185-4340



**DAVID EVANS
AND ASSOCIATES INC.**

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

Invoice Number 484375
Invoice Date March 19, 2021
PO Number
Page 1 of 1

Work Beginning 01/31/2021 through 02/27/2021

Manager: Paul Tappana

Project STHN0000-0002: Columbia Boulevard Sidewalk and Safety Improvements

R-679

| | | Current Hours | Rate | Current Amount |
|--------------------------------|--------------------------------|------------------|-------|-------------------|
| Contract Work Performed | | | | |
| Office/Clerical | Lori Hicks | 0.10 | 99.20 | 9.92 |
| Project Coordinator III | Lara Abrams | 1.00 | 92.63 | 92.63 |
| Subtotal | Contract Work Performed | 1.10 | | 102.55 |

Invoice Total

\$102.55

Invoiced by: Lara Abrams

APPROVED FOR PAYMENT

| | |
|------------------|------------------|
| INIT | DATE |
| <i>MA</i> | <i>3-31-21</i> |
| ACCOUNTS PAYABLE | |
| FINANCE | <i>3-30-2021</i> |
| SUPERVISOR | |

301-000-53001 \$ 51.28

205-000-53002 \$ 51.27

Aged Receivables as of 3/11/2021

| <u>0 To 30 Days</u> | <u>31 To 60 Days</u> | <u>61 To 90 Days</u> | <u>Over 90 Days</u> | <u>Total Outstanding</u> |
|---------------------|----------------------|----------------------|---------------------|--------------------------|
| \$242.15 | \$0.00 | \$0.00 | \$0.00 | \$242.15 |

Submit payment to: Dept LA 24340 Pasadena CA 91185-4340

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

Presented for approval on this 7th day of April, 2021 are the following Council minutes:

2021

- Work Session, Executive Session, Public Hearings, and Regular Session Minutes dated March 17, 2021

After Approval of Council Minutes:

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



COUNCIL WORK SESSION

Wednesday, March 17, 2021

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

John Walsh, City Administrator
 Matt Brown, Assistant City Administrator
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder
 Brian Greenway, Policy Chief
 Jacob Graichen, City Planner
 Mouhamad Zaher, Public Works Director
 Rachael Barry, Government Affairs &
 Project Support Specialist

Margaret Jeffries, Library Director
 Bill Monahan, City Attorney
 Sue Nelson, City Engineer
 Jenny Dimsho, Associate Planner
 Crystal King, Communications Officer
 Sharron Darroux, Engineering Project Manager
 Christina Sullivan, Community Dev. Admin. Assist.
 Michele Karmartsang, Library Assistant
 Tina Curry, Event Coordinator

OTHERS

| | |
|---------------|--------------|
| Judy Thompson | Matthew Kahl |
| Greg Cohen | Peter Hicks |
| Autumn Oliver | Danny |

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

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

- ◆ Judy Thompson. She spoke about the proposed Public Safety Facility. She thanked Assistant City Administrator Brown, Police Chief Greenway, staff, and police officers for all of their time and commitment to the project and making many opportunities for citizens to learn about the proposal. The financial choices to make this happen are a bond or utility fees. Her family will be impacted by either choice. Her family agrees that they need to retire the current decaying, dysfunctional, unsafe police station and move forward with a new facility that will better serve law enforcement, municipal services, provide community meeting space, and serve as a disaster center. They must be prepared for population growth. They are not overly enthused about an increase in property taxes or utility fees, but the monthly fee will cost less than a bond, which would increase their monthly mortgage payment. The bond falls on the shoulders of property owners and the utility fee will include more people and businesses to help with the monthly cost. As population and business growth occurs, there is a potential for the monthly fee to decrease. Perhaps there could be a rate scale for small businesses to help reduce the financial impact. If money were tight, she would much prefer making arrangements to pay the City's bill rather than her monthly mortgage payment. She understands the City will provide additional funds to help

citizens with utility services. This is a need for a new Public Safety Facility. It will only cost more money if they delay. She encouraged Council to listen to feedback.

- ◆ Dylan Gaston, President of St. Helens Police Association. (Read into the record by Assistant City Administrator Brown.) *I write this letter on behalf of the St. Helens Police Association. We have long appreciated the outstanding relationship that we have with the Council. We pride ourselves on our flexibility and adaptability. We want to make our stance on our current, deplorable, Police Department facilities, known.*

Our goals have always been the same: to keep people safe, help civilians and connect with the community. Those goals have become exceedingly difficult to meet with our current working conditions. Our current building is unsafe, unsanitary, and unfit for the job of police work.

Our agency does not have the ability to become accredited due to so many subpar and outdated elements of the building. In fact, our current building does not even meet Americans with Disabilities Act (ADA) requirements which unfortunately makes our Police Department look indifferent to many of our most vulnerable residents. Currently, a citizen with a physical disability may not even be able to physically enter our facility to provide a statement. St. Helens Police Department personnel want our facility to be accessible and welcoming to all of our citizens.

Additionally, due to the lack of space in the building, victims of a crime must use the same, and only, interview room as our suspect's use. This room is cramped, sterile, and does not put a victim at ease. Instead of offering them a safe and comfortable place to disclose their story to officers, they must sit in a tiny room that makes them feel as if they themselves are the suspect. The door to this room is not soundproof and faces directly onto our main office hallway where people often pass by. This is not acceptable.

Our current building does not provide us with the opportunity to properly test dangerous drugs or for officers to decontaminate. We do not have gender-specific locker rooms allowing for necessary privacy. We do not have nearly enough workspace, not to mention room to social distance during the Covid-19 pandemic. While we are on duty, we do not have a secure area to store our personal vehicles or all of our patrol vehicles. Our office does not have the proper IT infrastructure to easily investigate cases with large digital evidence files. There is no briefing room area for officers to discuss their shift and cases that does not also double, triple, or quadruple as space for another use. This is inefficient and leads to frequent interruptions.

We have no dedicated training space so that officers can take classroom and reality-based training to improve themselves professionally. In today's current national movement calling for police reform, this deficiency seems particularly egregious. How can our officers improve, evolve, and grow to be the best in their profession if they are not given the training space and tools necessary to practice and learn?

While we have high hopes for improved working conditions, I do not think what we are asking for is unrealistic or unreasonable. Our hope is to have a building that does not put citizens at risk. A building that allows for victims to feel safe and comfortable. A building that has the ability to host community events and for officers to better connect with the people they serve. Without a doubt, the people that reap the most benefit from an updated facility would be the citizens themselves. The primary reason that we support an updated facility is because we want to deliver the most professional police services as possible to our citizens.

While the community is our top priority, improved working conditions would also be immensely appreciated by our officers, many of whom live in the city. Improved conditions would

undoubtedly help with recruitment, retention, and longevity of officers. It would allow for officers to once again take pride in the building that they spend much of their time working out of.

We support the recommendations made to the City Council by the Public Safety Facility Ad-Hoc Committee. This group, made up of St. Helens community members, recognized that it is past time for a new facility and urged the Council to create a fund to secure the money needed for construction. We ask the Council to take their recommendations seriously and approve the public safety fund.

We write this letter to ask the City Council: what is your plan? What will you do if you chose to send the funding to a vote and it does not pass?

I, and all of our members, eagerly look forward to further discussions and finding out how we can improve our working conditions. We are anxiously awaiting the council's guidance to find out how we can assist the city in making an updated, professional, working environment a reality for our officers.

We fully realize what kind of investment we are asking of the Council, so we do not take this matter lightly. That being said, we are comfortable making this request as we think the community is worthy of that kind of investment. On behalf of the St. Helens Police Association, I want to thank all of you for your time and consideration.

- ◆ Columbia County Republican Central Committee. (Read into the record by Mayor Scholl.) *A majority of our Executive Committee recently attended a presentation by Police Chief Greenway and Matt Brown regarding the need for a new police station and public safety facility and we agree that the current police station is grossly inadequate and outdated.*

We believe that providing public safety is one of the primary functions of government and that our law enforcement officers should be provided the resources they need to assure safety of citizens' persons, homes, business, and other property.

After deliberation and a unanimous vote of our Executive Committee, we support the formation of a Public Safety Fund by the City of St. Helens Council for the sole purpose of building a new public safety facility as presented. We also encourage you to form a robust citizen oversight committee to help assure those funds are used prudently and solely for their intended purpose.

We also encourage you to seek the most cost-effective method of funding for this facility and to pay off any debt incurred for its construction early should a windfall or public safety grant(s) be secured by the City of St. Helens. Should funding debt service be secured through a fee on local utilities, we strongly urge you to establish a non-cancellable sunset provision to that fee so that it is only used for its intended purpose of building aforementioned facility.

We have included a copy of our Board Resolution supporting this project for your reference. (Copy included in the archive packet for this meeting.)

Sincerely on Behalf of Columbia county Republican Central Committee. (Copy of signed document included in the archive packet for this meeting.)

DISCUSSION TOPICS

1. Employee Length of Service Recognition

1:10 p.m.

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

5 Years

Michele Karmartsang started working for the St. Helens Public Library on March 4, 2016 as a part-time Library Assistant, where she still serves the patrons of the Library.

Roger Stauffer began working for the City on March 14, 2016 as the City's Building Maintenance Utility Worker where he serves today.

Congratulations, Michele and Roger, and thank you for your service!

Library Director Jeffries spoke of Karmartsang's extra work during the pandemic.

2. Presentation of Plaque to Greg Cohen, Outgoing Planning Commission Member

1:14 p.m.

Mayor Scholl presented outgoing Planning Commission member Greg Cohen with a plaque for his 18+ years of service.

Greg expressed his appreciation for the opportunity to serve citizens. It has been an honor and privilege.

3. Senior Center Semi-Annual Report - *Manager Kathy Innocenti*

Kathy Innocenti reviewed her report. A copy is included in the archive packet for this meeting.

- Expressed her appreciation of Roger Stauffer.
- Senior Center and Top Notch Thrift Store are doing well.
- Financials are stable.
- Since the last report, they have obtained about \$153,000 through 12 different funding and grant sources.
- Big expenses coming up
 - Store delivery truck needs to be replaced.
 - Copier/printer was replaced.
 - Commercial freezer was beyond repair. The Board voted to have a walk-in freezer and cooler combination installed. They will do a fundraiser in April to help fund it.
- Prepared and served 50,000 last year. They are on track to exceed that this year.
- An employee who worked at both the Senior Center and Top Notch tested positive for COVID. They had substitute kitchen workers from Community Action Team (CAT) help. They closed the store for two weeks. Fortunately, there were no additional cases.
- The Senior Center is closed, except for preparing and delivering meals.
- AARP is on site doing tax preparation through April 15.
- They had a drive-thru holiday dinner sponsored by Schultz Financial. They gave meals to members who normally visit the Senior Center.
- There was a death and resignation on the Board. Two new Board members were added.
- All of the exterior doors were re-keyed to be the same.
- Setting up a system to accept credit cards for donations and meal cards.
- Top Notch is open three days a week and donations are coming in.

4. Public Works Department Semi-Annual Report - *Public Works Director Mouhamad Zaher*

1:23 p.m.

Public Works Director Mouhamad Zaher reviewed his report. A copy is included in the archive packet for this meeting.

Councilor Chilton asked if Public Works has a designated staff member to apply for grants and perform communications. Zaher responded that Communications Officer King does communications for the entire City. There is no one specific person for grants. They work together as a team to apply for them.

Council President Morten has received calls about the reservoir leak. What is the status of the leak? Zaher has researched the issue. There is a problem with the project vendor, and they did not deliver what they agreed to in the contract. The City is taking legal action against the vendor. The next step is to meet with the legal team. They will need to replace the existing tank or repair it.

Mayor Scholl asked about the Campbell Park project. City Engineer Nelson reported that it has not been awarded. They are currently negotiating with contractors. They are also trying to resolve some unstable soil issues before they can proceed with the pad construction.

City Administrator Walsh addressed Councilor Chilton's question about communications and grants. King is the central point of contact, which has been a successful strategy. Grants are usually done by the department. Government Affairs and Project Support Specialist Barry and Associate Planner Dimsho help with many of the grants. The City has been very successful with grant funding.

5. Review Proposed Bench Donation on River Street

1:50 p.m.

Council President Morten reported that the request was from the Lions Club for a set of two benches to be placed adjacent to each other. Council reviewed the submitted plans and requested placement areas. A copy is included in the archive packet for this meeting.

Discussion ensued. It was the consensus of the Council to place the benches at the 1st choice placement request. It will be on tonight's agenda for a motion.

6. Review Concept Designs for Sand Island Campground Picnic Shelters and Cabins - John/Jenny

1:58 p.m.

Associate Planner Dimsho reviewed the design proposal. A copy is included in the archive packet for this meeting. The City has a lease agreement with Brad Hendrickson to operate campsites on Sand Island. Lower Columbia Engineering submitted an application on behalf of Brad to install two picnic shelters and six cabins. As the property owner of Sand Island, the City is required to sign off approving the concept. She is seeking Council's authorization. They will need to make sure the proposal is on the City's portion of land and not Oregon Division of State Land's (DSL) portion. There are also technical details to work out for the floodplain. That will be handled through the land use process.

Council President Morten asked about the lease agreement for building and structures. Does the City assume those buildings when the lease sunsets? Walsh responded that the lease agreement requires that structures come to the City for approval. If the lease is terminated, the City would have to purchase the structures from the campground. Travel Oregon recently released funding for these types of projects. It is possible that public money can help offset some of those costs. The proposal is likely to be very popular during the summer and is a good amenity.

Councilor Topaz asked if the Island is always a flood plain. Are there different rules? Graichen explained that he worked with Lower Columbia Engineering to comply with the flood plain maps. The proposed locations were selected because of their elevation. The entire island is not a flood plain. Council President Morten does not think the City needs to worry about that since they are not covering the insurance.

Councilor Birkle asked about electricity on the Island. Dimsho confirmed there is no electricity or water service on the Island. The plans are conceptual at this time.

Councilor Chilton is concerned about starting this right now. It is still a new thing. They should look at numbers and make sure it is profitable. She would like to hear more about funding and how the City will pay for it. Walsh reported that the Campground LLC is paying for it themselves. Mayor Scholl added that Travel Oregon recognizes that people are traveling from other areas to the Island as a destination. Walsh

added that the business plan is being modeled after Stub Stewart State Park and Fort Stevens, which are in high demand. Camping is very popular right now with COVID.

Mayor Scholl likes the design. It will be on tonight's agenda for a motion.

7. Discussion regarding Covenant to Bind Property for N. 7th Street Affordable Housing Project - *Jacob*

2:11 p.m.

Graichen reviewed the report. A copy is included in the archive packet for this meeting. The subject area is currently four separate pieces of property. They need to bind the properties into one property. He reviewed proposed drawings of the development.

Councilor Topaz spoke of the recent parking rules that were added for duplexes. Does that effect this parking? Graichen said those State rules do not apply to this type of development. Discussion ensued about parking. The proposal meets parking standards. There is opportunity for additional on-street parking.

8. Strategic Action Plan Updates

No updates to report.

9. City Administrator Report

2:20 p.m.

- Receiving requests for parks and field reservations. Subject to COVID guidelines, does the Council want to begin accepting reservations? Consensus of Council to begin taking reservations.
- Waterfront projects beginning in April. Each project will have a Technical Advisory Committee, which will include a core of staff members and two optional council members. Councilors should contact him if they want to participate. Councilor Topaz expressed that he wants a councilor involved the whole time. This is getting too staff heavy and sometimes the staff has a difficult time interconnecting projects. Mayor Scholl argued that staff is doing a fantastic job moving the project along. Discussion ensued.
- There is a resolution on tonight's agenda for application of a low interest loan to design and construct the Riverfront District public infrastructure.
- There will be an ordinance on the April 7 meeting to create a Public Safety Fund for the Public Safety Facility. There would not be a fee associated with it. The fund would be created by resolution later.
- Will begin monthly public forums on the third Wednesday of each month. The April 21 public forum will be a Waterfront update. He asked Council for suggestions for future public forum topics. One can be about the Public Safety Funding. Mayor Scholl would like to discuss the funding in-person, possibly in June. Walsh talked about the potential cannabis tax increase being dedicated to the Police Department, which could pay for a very large portion of the facility.
- There has been interest in the Waterfront from developers. He thanked Councilor Chilton for visiting the site and reviewing the plans.
- Working with St. Helens Mainstreet on the Memorandum of Understand (MOU) and branding. They meet on the 4th or last Tuesday of the month.
- Monitoring the American Recovery Act. The City will receive funding with limited restrictions. Could be a real opportunity to look at projects to move forward.
- Travel Oregon has a grant right now. The City had submitted earlier for a shuttle to help with Sand Island transportation, but they may try again to help the existing public/private partnership.
- Monitoring 4th of July and what will be allowed. Mayor Scholl said he has been talking to the former fireworks committee and they are willing to sit down and discuss what is involved. He asked for volunteers. It is a lot of work.

- Reviewed legislative updates
 - SDC study for affordable housing
 - Infrastructure
- South County Coordination meetings this week to review Highway 30 corridor improvements. Discussion ensued above a railroad overpass.

OTHER BUSINESS

None

ADJOURNMENT – 2:42 p.m.**EXECUTIVE SESSION**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens

CITY COUNCIL

Executive Session Summary

March 17, 2021

This meeting was held electronically via Zoom.

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

Staff Present: John Walsh, City Administrator
 Matt Brown, Assistant City Administrator (left at 3:01 p.m. before the Update on discrimination/harassment complaint)
 Kathy Payne, City Recorder
 Bill Monahan, City Attorney with Jordan Ramis PC
 Matthew Kahl, City Attorney with Jordan Ramis PC
 Peter Hicks, City Attorney with Jordan Ramis PC

Others: None



At 2:58 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call.

- **Real Property Transactions, under ORS 192.660(2)(e)**
 - Update on Dalton Lake property potential purchase.
 - Update on Millard Road property RFP.
 - Update on purchase of property at 2625 Gable Road.
- **Exempt Records/Confidential Memos, under ORS 192.660(2)(f)**
- **Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h)**
 - Update on discrimination/harassment complaint.
- **Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h)**
 - Update on Comcast franchise potential litigation.
 - Update on Cascades Tissue litigation.

The Executive Session was adjourned at 4:03 p.m.



ATTEST:

 Kathy Payne, City Recorder

 Rick Scholl, Mayor



COUNCIL PUBLIC HEARING

Wednesday, March 17, 2021

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

John Walsh, City Administrator
 Matt Brown, Assistant City Administrator
 Kathy Payne, City Recorder
 Jenny Dimsho, Associate Planner

OTHERS

Autumn Oliver

OPEN PUBLIC HEARING – 6:30 p.m.

TOPIC

1. Annexation of 35526 Firway Lane (Sell)

Associate Planner Dimsho covered preliminary matters and presented the staff report, a copy of which is included in the archive packet for this meeting. There were no ex-parte contacts, conflicts of interest, or bias in this matter. There were no objections from the audience for the Council to make a fair decision.

Planning Commission and staff recommend approval and set the zoning as Highway Commercial and Comprehensive Plan designation of Highway Commercial Incorporated.

There was discussion regarding the City's agreement with McNulty Water for properties annexed into the City to switch to City utility services. Dimsho will look into that further. The nearest water line is over 1,000 feet away.

TESTIMONY IN FAVOR - None

TESTIMONY IN OPPOSITION - None

REBUTTAL - None

CLOSE PUBLIC HEARING – 6:46 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL PUBLIC HEARING

Wednesday, March 17, 2021

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

John Walsh, City Administrator
 Matt Brown, Assistant City Administrator
 Kathy Payne, City Recorder
 Jenny Dimsho, Associate Planner

OTHERS

Autumn Oliver

OPEN PUBLIC HEARING – 6:45 p.m.

TOPIC

1. Annexation of 58830 Firlok Park Street (Frank)

Associate Planner Dimsho covered preliminary matters and presented the staff report, a copy of which is included in the archive packet for this meeting. There were no ex-parte contacts, conflicts of interest, or bias in this matter. There were no objections from the audience for the Council to make a fair decision.

Planning Commission and staff both recommend approval and recommend the property have a Comprehensive Plan designation of General Residential and be zoned Apartment Residential and designated as "developing."

Council President Morten suggests the Planning Commission consider requiring property owners to connect to City sewer and water, if they are within a reasonable distance, at the time of annexation. Mayor Scholl pointed out that the sewer is only two feet deep in this area. Dimsho added that an adjacent property had a failing septic system and City Engineer Sue Nelson requested a STEP system be allowed for the existing home. This property has adequate space for a septic system on the property. The owner is planning to build her dream home on this property.

TESTIMONY IN FAVOR - None

TESTIMONY IN OPPOSITION - None

REBUTTAL - None

CLOSE PUBLIC HEARING – 6:56 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL REGULAR SESSION

Wednesday, March 17, 2021

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

John Walsh, City Administrator
Matt Brown, Assistant City Administrator
Kathy Payne, City Recorder
Mouhamad Zaher, Public Works Director

Brian Greenway, Police Chief
Jenny Dimsho, Associate Planner
Tina Curry, Event Coordinator

OTHERS

| | |
|----------------|-------------------|
| Tim Goodman | Autumn Oliver |
| Jerry Cummings | Howard Blumenthal |
| Richard Mason | Michael Bailey |
| Nancy | Heidi Oliver |
| John | Crystal Sharp |

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

PLEDGE OF ALLEGIANCE

Mayor Scholl recited the Pledge of Allegiance.

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

- ◆ Jerry Cummings. He is speaking on the proposed Public Safety Facility. He toured the existing police facility and was astonished. The circumstances they are under to serve in their jobs is extraordinarily difficult. He is grateful that the City is looking at this new facility. This is an urgent need. Suspects and victims are in close proximity to each other while being interviewed. There is an inability to handle evidence. It is in the best interest of the city, law enforcement, and community to do this. The City's elected leadership needs to step forward and get it done.
- ◆ Richard Mason. He would like to know why the Codes are not being enforced on the City docks. He has brought this to the Council's attention and the City Manager, and it is being ignored. If it is not a high priority, why doesn't somebody just tell him?

Mayor Scholl confirmed it is a high priority. They are working with legal counsel to draft language to allow increased enforcement. There are additional dock rules to follow with the Marine Board. Discussion ensued about dock enforcement.

Chief Greenway explained that the City's Code Enforcement Officer does issue citations. This is a person's residence. They can only enforce the Code as it is written. Legal counsel is conducting research. They cannot tow things or arrest people because they do not like them there. Staff is talking about how boats will be monitored. The biggest challenge is that City docks are free. As much as it is a problem, this is not a priority over 911 calls. However, he is not discounting this. They have to work together on a solution.

Discussion ensued about towing boats. Legal counsel will continue working on the Code amendment.

- ◆ Michael Bailey. He reached out to City Administrator Walsh and Event Coordinator Curry earlier this week. He is proposing an off-the-wall idea of turning the Veneer property into an automotive park. Friday night Cruisin' the Gut gets bigger every year. They will likely have large memorials for Craig Coughlin and Tony Cole. He is not condoning illegal activity on the street, but it happens. They would like a place it could be done safely, away from the general public.

Council President Morten asked if they looked at the County Fairgrounds. Michael said no, they have a dirt facility. He is talking about short distance drag racing, drifting, burnouts, etc., which requires asphalt. The closest drag strip is Portland International Raceway (PIR) and they are not accepting spectators.

Discussion ensued about the Waterfront property development. It is too much liability for the citizens to have it there.

- ◆ Howard Blumenthal. At the Parks and Trails Commission meeting, he has been reporting yard debris, plants, tree limbs, etc. being dumped at Grey Cliffs Park. It is the neighbors on top of N. River Street dumping it over the cliff. It is a City park now. He suggested a fence and a letter to the neighbors because they are not adhering to the signage.

Council President Morten acknowledged that the ordinance is being abused since there is clear signage. He agreed with sending a letter to those residents clearly explaining the rules.

Mayor Scholl said it sounds like it is organic material. He cautioned that if it is done for one City property, that it be done for every property in the city. Who will be the person to notify everyone?

Howard responded that if it is legal to dump there, then he will bring his grass clippings there as well. Mayor Scholl argued that it is composting material. It is being done by adjacent property owners, not people across town.

Discussion ensued about dumping.

Mayor Scholl expressed his frustration that Council President Morten did not handle the issue after hearing about it at the Parks and Trails Commission meeting, and instead had it brought before a Council meeting.

DELIBERATIONS

1. Annexation of 35526 Firway Lane (Sell)

City Administrator Walsh emailed a copy of the McNulty Water Agreement to the Council. Associate Planner Dimsho reported that the requirement for connecting to City water does not apply in this case because the water line is 1,000 feet away.

Motion: Motion made by Councilor Topaz and seconded by Mayor Scholl to approve the annexation of 35526 Firway Lane. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

2. Annexation of 58830 Firlok Park Street (Frank)

Motion: Motion made by Councilor Topaz and seconded by Councilor Birkle to approve the annexation of 58830 Firlok Park Street. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

ORDINANCES - First Reading

1. **Ordinance No. 3260:** An Ordinance Granting Comcast of Delaware, II, Inc. a Non-Exclusive Franchise and Right to Continue to Operate, Construct, and Maintain a Cable System in the City of St. Helens, Oregon

Mayor Scholl read Ordinance No. 3260 by title for the first time. The final reading will be held at the next regular session.

RESOLUTIONS

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

Mayor Scholl read Resolution No. 1911 by title. **Motion:** Motion made by Councilor Chilton and seconded by Councilor Topaz to adopt Resolution No. 1912. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

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

Motion: Motion made by Councilor Birkle and seconded by Councilor Chilton to approve '3' through '5' above.

Discussion. Councilor Topaz referred to item '4' above. He has concerns about parking and would like to see a better description. Mayor Scholl pointed out that this request is to just bind the properties. It is not for the buildings.

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

CONSENT AGENDA FOR ACCEPTANCE

6. Library Board Minutes dated December 14, 2020 and February 24, 2021
7. Parks & Trails Commission Minutes dated January 11, 2021
8. Planning Commission Minutes dated February 9, 2021

Motion: Motion made by Councilor Birkle and seconded by Councilor Topaz to approve '6' through '8' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

CONSENT AGENDA FOR APPROVAL

9. Council Work Session, Executive Session, Special Session, and Regular Session Minutes dated March 3, 2021
10. OLCC Licenses
11. Accounts Payable Bill Lists

Motion: Motion made by Councilor Birkle and seconded by Councilor Topaz to approve '9' through '11' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

WORK SESSION ACTION ITEMS**Proposed Bench Donation on River Street**

Motion: Motion made by Councilor Chilton and seconded by Councilor Topaz to approve the bench site as proposed. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

Concept Designs for Sand Island Campground Picnic Shelters and Cabins

Mayor Scholl pointed out that the City does not pay for this proposal. The holder of the lease is requesting approval to add two picnic shelters and six cabins.

Motion: Motion made by Councilor Topaz and seconded by Councilor Chilton to approve the concept design as submitted. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

MAYOR SCHOLL REPORTS

- Activity on the Waterfront Property is increasing.
- He wants to return to in-person meetings. He requested staff report back with a plan at the next meeting. It is better for Council to meet in-person.

COUNCIL MEMBER REPORTS

Council President Morten reported...

- He has received a couple calls from community members stating that the City is not following the Charter adopted by citizens. It was discussed during the retreat. He would like to review the Charter compared to how they function.

Mayor Scholl reminded the Council that they all have a copy of the Charter in their Council handbook.

Councilor Chilton asked what the complaints were referring to? Council President Morten explained that voters amended the Charter in 2014 to specify the City is to have a Commission form of government. He has responded to citizens by saying the City is a hybrid form of government and they have a governing policy that appoints a city manager to oversee daily operations. Citizens respond that it is illegal because the voters passed something else. He would like to review it again as a Council. Mayor Scholl pointed out that Walsh is a city administrator and not city manager. Discussion ensued.

City Administrator Walsh suggested having the City's attorney review the Charter and policies with Council to be sure it is being followed.

Councilor Topaz reported...

- He has no doubt that a new police station is needed. However, someone pointed out to him that the sales agreement for the grow facility at the old mill site was just recently signed. They asked how much money the City has received from it so far. He would like to know how much money was received back to 2018. People are very interested in money coming in and how it is being spent.

Councilor Chilton reported...

- Apologized to people listening. That was an absolute circus how Council members handled themselves. They need to do better.
- She reached out to a few downtown businesses to discuss upcoming projects. A lot of them were not aware of the projects. She reminded the Council and the City to be respectful of current businesses as well as future. They need to be part of the discussion.

Councilor Birkle reported...

- He suggested Council members take turns reading the Council mantra at the beginning of meetings. The reminder would be helpful.

- Planning Commission met last week. He had the great joy of spending 13.5 hours on Zoom and Google Meets that day. The Commission spent a great deal of time looking at the proposed Code changes in response to House Bill 2001. Planning staff worked hard to prepare and present those changes. The Commission did have some minor comments or thoughts about it. Overall, it was good work. It will come before Council as a public hearing on April 7.
- He is looking forward to staff's report on returning to in-person meetings.
- He participated in two of the Public Safety Facility engagement events last Saturday. Staff has done a good, thorough job presenting this information. He encouraged residents to participate. Everyone he has spoken with supports the new facility. The crucial question is how it will be funded. He encouraged citizens to call him and other Council members.

OTHER BUSINESS

Mayor Scholl apologized to Council President Morten. He did not mean to come across that way. He also apologized to citizens for his behavior.

ADJOURNMENT – 8:23 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens
Consent Agenda for Approval

OLCC LICENSES

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

2021 RENEWALS

| <u>Licensee</u> | <u>Tradename</u> | <u>Location</u> | <u>Purpose</u> |
|-----------------------------|-------------------------|--------------------------------|-----------------------|
| • IN TIME INC | DOCKSIDE STEAK & PASTA | 343 S 1 ST ST | RENEWAL |
| • MOD SUPER FAST PIZZA LLC | MOD SUPER FAST PIZZA | 2298 GABLE RD #110 | RENEWAL |
| • MOD SUPER FAST PIZZA LLC | MOD SUPER FAST PIZZA | 2298 GABLE RD #110 | RENEWAL |
| • OREGON TRAIL LANES INC | OREGON TRAIL LANES | 735 COLUMBIA RIVER HWY | RENEWAL |
| • RUNNING DOGS BREWERY LLC | RUNNING DOGS BREWERY | 289 & 291 S 1 ST ST | RENEWAL |
| • RUNNING DOGS BREWERY LLC | RUNNING DOGS BREWERY | 34966 ROBERTS LN | RENEWAL |
| • ST HELENS ROOFTOP EATERY | THE ROOF | 31 COWLITZ ST | RENEWAL |
| • ST HEELNS ROOFTOP EATERY | THE ROOF | 31 COWLITZ ST | RENEWAL |
| • STANSBURY MANAGEMENT INC | SUNSHINE PIZZA | 2124 COLUMBIA BLVD | RENEWAL |
| • TC HEND CO | BURRITO HOUSE | 58499 COLUMBIA RV HWY | RENEWAL |
| • ZHEN'S CHINESE RESTAURANT | ZHEN'S CHINESE REST | 1671 COLUMBIA BLVD | RENEWAL |

2021 NEW OWNERS

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

| <u>Business Name</u> | <u>Applicant Name</u> | <u>Location</u> | <u>Purpose</u> |
|-----------------------------|------------------------------|------------------------|-----------------------|
|-----------------------------|------------------------------|------------------------|-----------------------|



St. Helens, OR

Expense Approval Register

Packet: APPKT00299 - AP 3.19.2021

Item #13.

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|--|----------------|------------|---------------------------------|----------------|------------------|
| Fund: 100 - GENERAL FUND | | | | | |
| STAT PADS LLC | 1236744 | 03/15/2021 | 3 YEAR RENEWAL PROGRAM ... | 100-705-52001 | 297.00 |
| ERSKINE LAW PRECTICE LLC | 2.12.21 | 03/15/2021 | 2/1-2/12 | 100-705-52019 | 2,946.07 |
| COLUMBIA COUNTY COMM. J... | 20211CSH | 03/15/2021 | WORK CREW | 100-708-52001 | 2,250.00 |
| ORKIN | 209909272 | 03/15/2021 | PEST CONTROL POLICE | 100-705-52023 | 96.23 |
| DON'S RENTAL | 552393 | 03/15/2021 | CHIPPER | 100-705-52001 | 180.00 |
| CINTAS | 8405050703 | 03/15/2021 | PARKS FIRST AID CABINET SER... | 100-708-52019 | 53.70 |
| CINTAS | 8405050704 | 03/15/2021 | CITY HALL FIRST AID CABINET ... | 100-715-52019 | 131.48 |
| LAWRENCE OIL COMPANY | CFSI-478 | 03/15/2021 | 247766 BUILDING DEPT | 100-715-52022 | 32.50 |
| METRO PRESORT | IN631641 | 03/15/2021 | UB BILL PRINTING | 100-707-52008 | 3,524.31 |
| OREGON HUMANE SOCIETY | INV0001359 | 03/15/2021 | RESTITUTION NORMA STEVENS | 100-000-21000 | 50.00 |
| E2C | 4426 | 03/17/2021 | CLEANING SERVICES COVID | 100-708-52019 | 1,029.30 |
| AMY LINDGREN LAW LLC | 464 | 03/17/2021 | JUDICIAL SERVICES FEB 2021 | 100-704-52019 | 3,175.50 |
| WILCOX | 0585909-IN | 03/19/2021 | FUEL PARKS DEPT | 100-708-52022 | 1,390.54 |
| PITNEY BOWES INC | 1017657756 | 03/19/2021 | METER FOR DM30 POSTAGE | 100-715-52021 | 156.00 |
| ZOOBEAN INC | 17960 | 03/19/2021 | PLUS SECOND YEAR LICENSE | 100-706-52028 | 895.00 |
| COLUMBIA 911 COMMUNICAT... | 3.10.2021 | 03/19/2021 | NETMOTION MAINTENANCE | 100-705-52001 | 1,724.24 |
| ERSKINE LAW PRECTICE LLC | 3.18.2021 | 03/19/2021 | 3/1/21-3/16/21 | 100-705-52019 | 4,290.05 |
| MIDWEST TAPE | 500105946 | 03/19/2021 | DVD / ABD 2000010011 | 100-706-52034 | 42.99 |
| PORTLAND GENERAL ELECTRIC | INV0001362 | 03/19/2021 | 0153585940 | 100-709-52003 | 253.38 |
| KALBERERS MEDIATION | INV0001364 | 03/19/2021 | OVER PAYMENT FOR BUSINESS.. | 100-000-35002 | 50.00 |
| PET PALACE | INV0001365 | 03/19/2021 | OVER PAYMENT FOR BUSINESS.. | 100-000-35002 | 50.00 |
| COLUMBIA COUNTY TREASUR... | INV0001367 | 03/19/2021 | JAIL ASSESSMENT | 100-000-20900 | 37.76 |
| COLUMBIA COUNTY TREASUR... | INV0001367 | 03/19/2021 | COUNTY ASSESSMENT | 100-000-20900 | 598.51 |
| COLUMBIA COUNTY TREASUR... | INV0001367 | 03/19/2021 | CITY COURT COSTS DEDUCTED | 100-000-36002 | -63.63 |
| COLUMBIA COUNTY CLERK | INV0001368 | 03/19/2021 | RECORD DECLARATION OF CO... | 100-710-52011 | 96.00 |
| EASYPERMIT POSTAGE | INV0001369 | 03/19/2021 | METER REFILL POSTAGE | 100-715-52009 | 1,000.00 |
| LISA MORACE | INV0001338 | 03/02/2021 | Estrada Calvillo, Jonathan | 100-000-20200 | 500.00 |
| Fund 100 - GENERAL FUND Total: | | | | | 24,786.93 |
| Fund: 202 - COMMUNITY DEVELOPMENT | | | | | |
| BOISE WHITE PAPER LLC | 09152020 | 10/08/2020 | NOTE PAYEMNT SEPT | 202-722-55001 | 12,500.00 |
| MASON BRUCE & GIRARD INC | 28560 | 03/15/2021 | ST. HELENS FOREST MANAGE... | 202-724-52019 | 3,437.49 |
| PORTLAND GENERAL ELECTRIC | INV0001358 | 03/15/2021 | 4854421000 | 202-722-52003 | 42.63 |
| MACKENZIE | 1071491 | 03/17/2021 | ST. HELENS POLICE NEEDS ASS... | 202-721-52019 | 2,857.14 |
| E2C | 4426 | 03/17/2021 | ADVERTISING | 202-725-52011 | 157.44 |
| E2C | 4426 | 03/17/2021 | PROPS | 202-725-52028 | 817.70 |
| E2C | 4426 | 03/17/2021 | ENTERTAINMENT ST. HELENS | 202-725-52028 | 303.49 |
| E2C | 4426 | 03/17/2021 | PRODUCT | 202-725-52028 | 669.15 |
| E2C | 4426 | 03/17/2021 | SIGNAGE ST. HELENS | 202-725-52028 | 603.36 |
| E2C | 4426 | 03/17/2021 | EQUIPMENT ST. HELENS | 202-725-52028 | 129.38 |
| E2C | 4427 | 03/17/2021 | RECONCILAITON 2020 EVENT ... | 202-725-52028 | 3,973.00 |
| E2C | 4427 | 03/17/2021 | CREDIT OVERBILLED INV 4398 | 202-725-52028 | -2,000.00 |
| RADLER WHITE PARKS & ALEX... | 27600 | 03/19/2021 | ACSP TRANSACTION | 202-721-52019 | 1,272.50 |
| PORTLAND GENERAL ELECTRIC | INV0001361 | 03/19/2021 | 7357701000 | 202-722-52003 | 33.10 |
| PORTLAND GENERAL ELECTRIC | INV0001363 | 03/19/2021 | 1650931000 | 202-722-52003 | 56.92 |
| JH KELLY LLC | JS 261486 | 03/19/2021 | COL PAC FOOD BANK RENO | 202-721-52096 | 22,227.15 |
| Fund 202 - COMMUNITY DEVELOPMENT Total: | | | | | 47,080.45 |
| Fund: 302 - WATER SDC | | | | | |
| DAILY JOURNAL OF COMMERCE | 744992008 | 03/19/2021 | 2021 WATER SYSTEM MASTER... | 302-000-52019 | 171.82 |
| Fund 302 - WATER SDC Total: | | | | | 171.82 |
| Fund: 303 - SEWER SDC | | | | | |
| KELLER ASSOCIATES, INC | 210363 | 03/15/2021 | SANITARY SEWER MASTER PL... | 303-000-52019 | 20,333.60 |
| Fund 303 - SEWER SDC Total: | | | | | 20,333.60 |

Expense Approval Register

Packet: APPKT002

Item #13.

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| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|--|----------------|------------|--------------------------------|--|-------------------|
| Fund: 304 - STORM SDC | | | | | |
| KELLER ASSOCIATES, INC | 210362 | 03/15/2021 | STORMWATER MASTER PLAN | 304-000-52019 | 18,679.96 |
| | | | | Fund 304 - STORM SDC Total: | 18,679.96 |
| Fund: 305 - PARKS SDC | | | | | |
| INEXPENSIVE TREE CARE | 9675 | 03/15/2021 | REMOVE TWO OAKS BY PLAYG... | 305-000-53001 | 2,000.00 |
| | | | | Fund 305 - PARKS SDC Total: | 2,000.00 |
| Fund: 601 - WATER | | | | | |
| LAWRENCE OIL COMPANY | CFSI-478 | 03/15/2021 | 247752 | 601-732-52022 | 32.16 |
| H.D FOWLER COMPANY | I5689565 | 03/15/2021 | WATER METER | 601-731-52001 | 5,476.29 |
| DAVID HERNDON | INV0001366 | 03/19/2021 | HYDRANT METER RENTAL REI... | 601-000-37004 | 79.69 |
| | | | | Fund 601 - WATER Total: | 5,588.14 |
| Fund: 605 - STORM | | | | | |
| CASCADE CONCRETE PRODUC... | 80283 | 03/15/2021 | CONCRETE | 605-000-52001 | 248.00 |
| | | | | Fund 605 - STORM Total: | 248.00 |
| Fund: 702 - INFORMATION SYSTEMS | | | | | |
| CENTURY LINK | 3.5.2021 | 03/15/2021 | 632B | 702-000-52010 | 43.06 |
| | | | | Fund 702 - INFORMATION SYSTEMS Total: | 43.06 |
| Fund: 703 - PW OPERATIONS | | | | | |
| COLUMBIA COUNTY COMM. J... | 20211CSH | 03/15/2021 | WORK CREW | 703-734-52001 | 750.00 |
| CINTAS | 8405050702 | 03/15/2021 | FIRST AID CABINET SERVICE | 703-734-52019 | 69.44 |
| LAWRENCE OIL COMPANY | CFSI-478 | 03/15/2021 | 247750 PUBLIC WORKS | 703-734-52022 | 69.11 |
| LAWRENCE OIL COMPANY | CFSI-478 | 03/15/2021 | 247748 PUBLIC WORKS | 703-734-52022 | 1,178.40 |
| SOLUTIONS YES | INV268283 | 03/15/2021 | PRINT FEES C11460-01 | 703-733-52001 | 50.97 |
| | | | | Fund 703 - PW OPERATIONS Total: | 2,117.92 |
| Fund: 704 - FACILITY MAJOR MAINTNANCE | | | | | |
| CITY OF ST. HELENS | INV0001360 | 03/15/2021 | REPLACEMEN OF TRANSOM W... | 704-000-53028 | 1,015.17 |
| COLUMBIA NW HEATING INC | 61527789 | 03/19/2021 | CITY HALL INSTALL SERVER RO... | 704-000-53018 | 9,400.00 |
| | | | | Fund 704 - FACILITY MAJOR MAINTNANCE Total: | 10,415.17 |
| | | | | Grand Total: | 131,465.05 |

Fund Summary

| Fund | Expense Amount |
|---------------------------------|-----------------------|
| 100 - GENERAL FUND | 24,786.93 |
| 202 - COMMUNITY DEVELOPMENT | 47,080.45 |
| 302 - WATER SDC | 171.82 |
| 303 - SEWER SDC | 20,333.60 |
| 304 - STORM SDC | 18,679.96 |
| 305 - PARKS SDC | 2,000.00 |
| 601 - WATER | 5,588.14 |
| 605 - STORM | 248.00 |
| 702 - INFORMATION SYSTEMS | 43.06 |
| 703 - PW OPERATIONS | 2,117.92 |
| 704 - FACILITY MAJOR MAINTNANCE | 10,415.17 |
| Grand Total: | 131,465.05 |

Account Summary

| Account Number | Account Name | Expense Amount |
|-----------------------|-----------------------------|-----------------------|
| 100-000-20200 | Bail Deposit | 500.00 |
| 100-000-20900 | County Assessment | 636.27 |
| 100-000-21000 | Court Restitution Paymen... | 50.00 |
| 100-000-35002 | Business Licenses | 100.00 |
| 100-000-36002 | Fines - Court | -63.63 |
| 100-704-52019 | Professional Services | 3,175.50 |
| 100-705-52001 | Operating Supplies | 2,201.24 |
| 100-705-52019 | Professional Services | 7,236.12 |
| 100-705-52023 | Facility Maintenance | 96.23 |
| 100-706-52028 | Projects & Programs | 895.00 |
| 100-706-52034 | Visual Materials | 42.99 |
| 100-707-52008 | Printing | 3,524.31 |
| 100-708-52001 | Operating Supplies | 2,250.00 |
| 100-708-52019 | Professional Services | 1,083.00 |
| 100-708-52022 | Fuel | 1,390.54 |
| 100-709-52003 | Utilities | 253.38 |
| 100-710-52011 | Public Information | 96.00 |
| 100-715-52009 | Postage | 1,000.00 |
| 100-715-52019 | Professional Services | 131.48 |
| 100-715-52021 | Equipment Maintenance | 156.00 |
| 100-715-52022 | Fuel | 32.50 |
| 202-721-52019 | Professional Services | 4,129.64 |
| 202-721-52096 | CDBG Grant Expenses | 22,227.15 |
| 202-722-52003 | Utilities | 132.65 |
| 202-722-55001 | Principal | 12,500.00 |
| 202-724-52019 | Professional Services | 3,437.49 |
| 202-725-52011 | Public Information | 157.44 |
| 202-725-52028 | Projects & Programs | 4,496.08 |
| 302-000-52019 | Professional Services | 171.82 |
| 303-000-52019 | Professional Services | 20,333.60 |
| 304-000-52019 | Professional Services | 18,679.96 |
| 305-000-53001 | Capital Outlay | 2,000.00 |
| 601-000-37004 | Miscellaneous - General | 79.69 |
| 601-731-52001 | Operating Supplies | 5,476.29 |
| 601-732-52022 | Fuel | 32.16 |
| 605-000-52001 | Operating Supplies | 248.00 |
| 702-000-52010 | Telephone | 43.06 |
| 703-733-52001 | Operating Supplies | 50.97 |
| 703-734-52001 | Operating Supplies | 750.00 |
| 703-734-52019 | Professional Services | 69.44 |
| 703-734-52022 | Fuel | 1,247.51 |
| 704-000-53018 | Capital Outlay - City Hall | 9,400.00 |

Account Summary

| Account Number | Account Name | Expense Amount |
|----------------|-------------------------------|-------------------|
| 704-000-53028 | Capital Outlay - Bennet Bu... | 1,015.17 |
| | Grand Total: | 131,465.05 |

Project Account Summary

| Project Account Key | Expense Amount | |
|---------------------|---------------------|-------------------|
| **None** | 131,465.05 | |
| | Grand Total: | 131,465.05 |



St. Helens, OR

Expense Approval Register

Packet: APPKT00304 - AP 3.26.2021

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---------------------------------|----------------|------------|----------------------------------|----------------|-----------|
| Fund: 100 - GENERAL FUND | | | | | |
| RICOH USA INC | 104776682 | 03/23/2021 | POLICE EQUIPMENT LEASE 14... | 100-705-52023 | 281.53 |
| JORDAN RAMIS PC ATTORNEYS.. | 175936 | 03/23/2021 | EMPLOYEMENT MATTERS | 100-703-52019 | 1,865.00 |
| JORDAN RAMIS PC ATTORNEYS.. | 176272 | 03/23/2021 | GENERAL | 100-703-52019 | 2,657.00 |
| JORDAN RAMIS PC ATTORNEYS.. | 176272 | 03/23/2021 | GENERAL | 100-704-52019 | 1,460.00 |
| JORDAN RAMIS PC ATTORNEYS.. | 176274 | 03/23/2021 | FINANCE / FRANCHISE | 100-701-52019 | 965.00 |
| NASASP | 17734 | 03/23/2021 | ANNUAL DUES FOR NASASP M... | 100-702-52019 | 39.00 |
| ORKIN | 209910982 | 03/23/2021 | 1810 OLD PORTLAND RD PEST ... | 100-709-52023 | 75.00 |
| ADVANCED ELECTRICAL | 212432 | 03/23/2021 | BOAT DOCK KIOSK | 100-708-52046 | 531.84 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 150 S 13 ST POLICE STATION | 100-705-52003 | 467.46 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 150 S 13TH ST- POLICE | 100-705-52003 | 174.99 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 375 S 18TH ST COLUMBIA CEN... | 100-706-52003 | 585.99 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 475 S 18TH ST- MCCORMICK E... | 100-708-52003 | 30.79 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 50 PLAZA SQ- PLAZA OUTLETS | 100-708-52003 | 45.63 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 162 MCMICHAEL ST - CAMPBE... | 100-708-52003 | 134.42 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 475 S 18TH ST - MCCORMICK ... | 100-708-52003 | 70.03 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 475 S 18TH ST | 100-708-52003 | 157.82 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 264 STRAND ST- PARKS/ GAZE... | 100-708-52003 | 19.50 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 475 S 18TH ST | 100-708-52003 | 127.14 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 299 N 6TH ST - PARKS | 100-708-52003 | 25.25 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 200 N 7TH ST - PARK | 100-708-52003 | 25.64 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 200 N RIVER ST - GREY CLIFFS ... | 100-708-52003 | 60.31 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 265 STRAND ST. - SPLASH PAD... | 100-708-52003 | 26.26 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 120 WHITE WAY - WALNUT TR... | 100-708-52003 | 25.25 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 264 STRAND ST- COL VIEW PA... | 100-708-52003 | 76.74 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 264 STRAND ST- COL VIEW PA... | 100-708-52046 | 76.71 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 265 STRAND ST. - DOCKS | 100-708-52046 | 229.64 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 264 STRAND ST- PARKS/ GAZE... | 100-708-52047 | 19.49 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 265 STRAND ST- CITY HALL MA... | 100-715-52003 | 938.70 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 275 STRAND ST- CITY HALL UB ... | 100-715-52003 | 123.31 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 265 STRAND ST- CITY HALL UP | 100-715-52003 | 229.64 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 277 STRAND ST - | 100-715-52003 | 27.51 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 277 STRAND ST- CITY HALL UB... | 100-715-52003 | 98.09 |
| U.S BANK EQUIPMENT FINANCE | 438494197 | 03/23/2021 | CONTRACT PAYMENT 500-049... | 100-704-52001 | 150.00 |
| LAWRENCE OIL COMPANY | CFSI-1117 | 03/23/2021 | 247749 BUILDING DEPT | 100-715-52022 | 33.49 |
| LAWRENCE OIL COMPANY | CFSI-1117 | 03/23/2021 | 247766 BUILDING DEPT | 100-715-52022 | 34.89 |
| CITY OF PORTLAND | 10368428 | 03/24/2021 | REGJIN ACCESS CITIES ANNUAL... | 100-705-52006 | 21,249.60 |
| OREGON COLUMBIA COUNTY ... | INV0001370 | 03/24/2021 | OVER PAYMENT FOR BUSINESS.. | 100-000-35002 | 50.00 |
| SOLUTIONS YES | INV268820 | 03/24/2021 | C10184-01 CITY HALL | 100-715-52001 | 275.65 |
| MIDWEST TAPE | 500150229 | 03/25/2021 | DVD / ABD 2000010011 | 100-706-52035 | 44.98 |
| INGRAM LIBRARY SERVICES | 51738508 | 03/25/2021 | BOOKS 20C7921 | 100-706-52033 | 23.70 |
| INGRAM LIBRARY SERVICES | 51738509 | 03/25/2021 | BOOKS 20C7921 | 100-706-52033 | 47.46 |
| INGRAM LIBRARY SERVICES | 51738510 | 03/25/2021 | BOOKS 20C7921 | 100-000-21300 | 15.22 |
| INGRAM LIBRARY SERVICES | 51774367 | 03/25/2021 | BOOKS 20C7921 | 100-706-52033 | 80.57 |
| INGRAM LIBRARY SERVICES | 51774370 | 03/25/2021 | BOOKS 20C7921 | 100-706-52033 | 60.81 |
| INGRAM LIBRARY SERVICES | 51774371 | 03/25/2021 | BOOKS 20C7921 | 100-706-52033 | 381.10 |
| INGRAM LIBRARY SERVICES | 51774373 | 03/25/2021 | BOOKS 20C7921 | 100-706-52033 | 9.02 |
| INGRAM LIBRARY SERVICES | 51805778 | 03/25/2021 | BOOKS 20C7921 | 100-706-52033 | 152.06 |
| INGRAM LIBRARY SERVICES | 51805778 | 03/25/2021 | BOOKS 20C7921 CR 51748718 | 100-706-52033 | -18.95 |
| NW NATURAL GAS | INV0001416 | 03/25/2021 | 5638 | 100-705-52003 | 285.94 |
| NW NATURAL GAS | INV0001416 | 03/25/2021 | 7673 | 100-706-52003 | 781.43 |
| NW NATURAL GAS | INV0001416 | 03/25/2021 | 3047 | 100-708-52003 | 65.94 |
| NW NATURAL GAS | INV0001416 | 03/25/2021 | 8563 | 100-708-52003 | 25.28 |
| NW NATURAL GAS | INV0001416 | 03/25/2021 | 0109 | 100-709-52003 | 214.65 |

Expense Approval Register

Packet: APPKT003

Item #13.

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| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---------------------------------------|----------------|------------|-------------------------------|----------------|------------------|
| NW NATURAL GAS | INV0001416 | 03/25/2021 | 2848 | 100-715-52003 | 101.07 |
| NW NATURAL GAS | INV0001416 | 03/25/2021 | 5285 | 100-715-52003 | 134.22 |
| EDWARD D JONES & CO LP | INV0001417 | 03/25/2021 | OVER PAYMENT FOR BUSINESS.. | 100-000-35002 | 50.00 |
| BRUCE HARRINGTON | INV0001418 | 03/25/2021 | OVER PAYMENT FOR BUSINESS.. | 100-000-35002 | 50.00 |
| MEADOW PARK HEALTH ST HE... | INV0001419 | 03/25/2021 | OVER PAYMENT FOR BUSINESS.. | 100-000-35002 | 50.00 |
| OREGON DEPARTMENT OF RE... | INV0001420 | 03/25/2021 | STATE DUII DIVERSION | 100-000-20700 | 17.05 |
| OREGON DEPARTMENT OF RE... | INV0001420 | 03/25/2021 | STATE DUII CONVICTION FEE | 100-000-20700 | 305.00 |
| OREGON DEPARTMENT OF RE... | INV0001420 | 03/25/2021 | UNITARY | 100-000-20800 | 36.32 |
| OREGON DEPARTMENT OF RE... | INV0001420 | 03/25/2021 | LEMLA | 100-000-20800 | 10.00 |
| OREGON DEPARTMENT OF RE... | INV0001420 | 03/25/2021 | STATE | 100-000-20800 | 342.95 |
| OREGON DEPARTMENT OF RE... | INV0001420 | 03/25/2021 | STATE MISD | 100-000-20800 | 657.00 |
| OREGON DEPARTMENT OF RE... | INV0001420 | 03/25/2021 | STATE VIOLATION | 100-000-20800 | 1,079.00 |
| OREGON DEPARTMENT OF RE... | INV0001420 | 03/25/2021 | STATE COURT FACILITY | 100-000-20800 | 14.00 |
| SOLUTIONS YES | INV269220 | 03/25/2021 | CONTRACT C11782-01 CITY HA... | 100-707-52001 | 31.59 |
| Fund 100 - GENERAL FUND Total: | | | | | 38,511.72 |

Fund: 202 - COMMUNITY DEVELOPMENT

| | | | | | |
|--|------------|------------|------------------------------|---------------|------------------|
| STRATEGIC NETWORKS GROUP.. | 109 | 12/28/2020 | DIGITAL NEEDS AND READINE... | 202-721-52019 | 2,500.00 |
| JORDAN RAMIS PC ATTORNEYS.. | 175878 | 03/23/2021 | GENERAL ENVIRONMENTAL | 202-721-52019 | 16,097.00 |
| JORDAN RAMIS PC ATTORNEYS.. | 175915 | 03/23/2021 | WPI LITIGATION | 202-722-52019 | 488.00 |
| JORDAN RAMIS PC ATTORNEYS.. | 176275 | 03/23/2021 | CDBG CONTRACT REVIEW | 202-721-52096 | 305.00 |
| JORDAN RAMIS PC ATTORNEYS.. | 176276 | 03/23/2021 | MISSIONARY CHURCH | 202-721-52019 | 2,325.00 |
| E2C | 4428 | 03/23/2021 | MONTHLY MARKETING TINA ... | 202-725-52019 | 10,000.00 |
| MUNICODE | 00355650 | 03/24/2021 | WEBSITE ENHANCEMENT | 202-721-52019 | 300.00 |
| NW NATURAL GAS | INV0001416 | 03/25/2021 | 7764 | 202-725-52003 | 143.45 |
| NW NATURAL GAS | INV0001416 | 03/25/2021 | 9614 | 202-725-52003 | 160.55 |
| MASONIC BUILDING LLC | APRIL 2021 | 03/26/2021 | LEASE PAYMENT APRIL | 202-725-52028 | 3,000.00 |
| BOISE WHITE PAPER LLC | INV0001422 | 03/26/2021 | NOTE PAYEMNT MARCH | 202-722-55001 | 12,500.00 |
| Fund 202 - COMMUNITY DEVELOPMENT Total: | | | | | 47,819.00 |

Fund: 205 - STREETS

| | | | | | |
|----------------------------------|-----------|------------|-------------------------------|---------------|-----------------|
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 191 N MILTON WAY- LANDSC... | 205-000-52003 | 35.95 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 191 N MILTON WAY - SIGNAL | 205-000-52003 | 35.95 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 2198 COLUMBIA BLVD - SIGNAL | 205-000-52003 | 40.40 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 495 S 18TH ST - LIGHT SIGNAL | 205-000-52003 | 45.55 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 1370 COLUMBIA BLVD.- FOUN... | 205-000-52003 | 42.43 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 265 STRAND ST | 205-000-52003 | 3,740.81 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 715 S COLUMBIA RIVER HWY -... | 205-000-52003 | 71.03 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 1800 COLUMBIA BLVD - SIGNAL | 205-000-52003 | 105.50 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 58651 COLUMBIA RIVER HWY ... | 205-000-52003 | 26.16 |
| Fund 205 - STREETS Total: | | | | | 4,143.78 |

Fund: 305 - PARKS SDC

| | | | | | |
|------------------------------------|-------|------------|---------------------|---------------|-----------------|
| SUNSET EQUIPMENT | 79312 | 03/23/2021 | TYPR3401 | 305-000-53001 | 720.78 |
| SUNSET EQUIPMENT | 79358 | 03/23/2021 | TYPR3401 | 305-000-53001 | 1,441.56 |
| EAGLE STAR ROCK PRODUCTS ... | 39272 | 03/25/2021 | ROCK MCCORMICK PARK | 305-000-53001 | 951.09 |
| EAGLE STAR ROCK PRODUCTS ... | 39282 | 03/25/2021 | ROCK MCCORMICK PARK | 305-000-53001 | 2,814.73 |
| EAGLE STAR ROCK PRODUCTS ... | 39266 | 03/26/2021 | ROCK MCCORMICK PARK | 305-000-53001 | 558.29 |
| Fund 305 - PARKS SDC Total: | | | | | 6,486.45 |

Fund: 601 - WATER

| | | | | | |
|--------------------------------|------------|------------|------------------------------|---------------|-----------------|
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 35261 PITTSBURG RD- PW WA... | 601-731-52003 | 28.09 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 58791 COLUMBIA RIVER HWY -.. | 601-731-52003 | 72.69 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 57500 OLD PORTLAND RD - W... | 601-731-52003 | 100.06 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | END OF KESTREL VIEW DRIVE | 601-731-52003 | 133.51 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 1680 1 ST - | 601-731-52003 | 2,100.79 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 2300 STRAND ST - WELL 2 | 601-731-52003 | 275.74 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 62420 COLUMBIA RIVER HWY -.. | 601-731-52003 | 333.04 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 1215 FOURTH ST - WFF | 601-732-52003 | 4,730.78 |
| LAWRENCE OIL COMPANY | CFSI-1117 | 03/23/2021 | 247752 | 601-732-52022 | 43.29 |
| NW NATURAL GAS | INV0001416 | 03/25/2021 | 2942 | 601-732-52003 | 1,128.11 |
| Fund 601 - WATER Total: | | | | | 8,946.10 |

Expense Approval Register

Packet: APPKT003

Item #13.

1

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|--|----------------|------------|-------------------------------|----------------|-------------------|
| Fund: 603 - SEWER | | | | | |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 37700 CLARK ST - PS 8 | 603-735-52003 | 25.96 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 451 PLYMOTH ST - WWTP LA... | 603-736-52003 | 1,118.85 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 451 PLYMOTH ST - WWTP LA... | 603-737-52003 | 1,118.86 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 145 N RIVER ST- PS 2 | 603-738-52003 | 179.37 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 320 S 1ST ST- PS #1 | 603-738-52003 | 202.47 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 169 S 4TH ST WATER FLOW M... | 603-738-52003 | 64.24 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 240 MADRONA CT | 603-738-52003 | 203.33 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 35139 MAPLE ST. - PS 11 | 603-738-52003 | 123.87 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 124 S 4 ST - PS 3 | 603-738-52003 | 42.81 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 58360 OLD PORTLAND RD - PS... | 603-738-52003 | 235.33 |
| NW NATURAL GAS | INV0001416 | 03/25/2021 | 7720 | 603-736-52003 | 8.00 |
| NW NATURAL GAS | INV0001416 | 03/25/2021 | 5750 | 603-736-52003 | 75.36 |
| NW NATURAL GAS | INV0001416 | 03/25/2021 | 7720 | 603-737-52003 | 7.99 |
| NW NATURAL GAS | INV0001416 | 03/25/2021 | 5750 | 603-737-52003 | 75.36 |
| Fund 603 - SEWER Total: | | | | | 3,481.80 |
| Fund: 701 - EQUIPMENT | | | | | |
| ENVIRO-CLEAN EQUIPMNET I... | 21-54114 | 03/23/2021 | DOOR FRAME SEAL | 701-000-52001 | 1,367.03 |
| Fund 701 - EQUIPMENT Total: | | | | | 1,367.03 |
| Fund: 702 - INFORMATION SYSTEMS | | | | | |
| MORE POWER TECHNOLOGY ... | 11656 | 03/23/2021 | IT SERVICES | 702-000-52019 | 750.00 |
| CENTURY LINK BUSINESS SERV... | 210769866 | 03/25/2021 | ACCT 88035002 | 702-000-52010 | 206.74 |
| TYLER TECHNOLOGIES INC | 025-327149 | 03/26/2021 | ESS TIME ATTENDANCE | 702-000-52006 | 2,498.27 |
| JOHN WALSH -AP | INV0001421 | 03/26/2021 | REIMB FOR OFFICE COMPUTER.. | 702-000-52005 | 1,599.99 |
| Fund 702 - INFORMATION SYSTEMS Total: | | | | | 5,055.00 |
| Fund: 703 - PW OPERATIONS | | | | | |
| JORDAN RAMIS PC ATTORNEYS.. | 176273 | 03/23/2021 | PUBLIC WORKS / ENGINEERING | 703-733-52019 | 795.00 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 1230 DEER ISLAND RD - PW | 703-734-52003 | 47.76 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 984 OREGON ST - PW SHOP | 703-734-52003 | 161.33 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 650 OREGON ST -LEMONT PU... | 703-734-52003 | 331.53 |
| COLUMBIA RIVER PUD | 3.17.2021 | 03/23/2021 | 984 OREGON ST | 703-734-52003 | 829.09 |
| LAWRENCE OIL COMPANY | CFSI-1117 | 03/23/2021 | 247748 PUBLIC WORKS | 703-734-52022 | 1,390.37 |
| NW NATURAL GAS | INV0001416 | 03/25/2021 | 8675 | 703-734-52003 | 97.04 |
| Fund 703 - PW OPERATIONS Total: | | | | | 3,652.12 |
| Grand Total: | | | | | 119,463.00 |

Fund Summary

| Fund | Expense Amount |
|-----------------------------|-----------------------|
| 100 - GENERAL FUND | 38,511.72 |
| 202 - COMMUNITY DEVELOPMENT | 47,819.00 |
| 205 - STREETS | 4,143.78 |
| 305 - PARKS SDC | 6,486.45 |
| 601 - WATER | 8,946.10 |
| 603 - SEWER | 3,481.80 |
| 701 - EQUIPMENT | 1,367.03 |
| 702 - INFORMATION SYSTEMS | 5,055.00 |
| 703 - PW OPERATIONS | 3,652.12 |
| Grand Total: | 119,463.00 |

Account Summary

| Account Number | Account Name | Expense Amount |
|-----------------------|---------------------------|-----------------------|
| 100-000-20700 | State Surcharge | 322.05 |
| 100-000-20800 | State Assessment | 2,139.27 |
| 100-000-21300 | Library Replacement Fines | 15.22 |
| 100-000-35002 | Business Licenses | 200.00 |
| 100-701-52019 | Professional Services | 965.00 |
| 100-702-52019 | Professional Services | 39.00 |
| 100-703-52019 | Professional Services | 4,522.00 |
| 100-704-52001 | Operating Supplies | 150.00 |
| 100-704-52019 | Professional Services | 1,460.00 |
| 100-705-52003 | Utilities | 928.39 |
| 100-705-52006 | Computer Maintenance | 21,249.60 |
| 100-705-52023 | Facility Maintenance | 281.53 |
| 100-706-52003 | Utilities | 1,367.42 |
| 100-706-52033 | Printed Materials | 735.77 |
| 100-706-52035 | Audio Materials | 44.98 |
| 100-707-52001 | Operating Supplies | 31.59 |
| 100-708-52003 | Utilities | 916.00 |
| 100-708-52046 | Dock Services | 838.19 |
| 100-708-52047 | Marine Board | 19.49 |
| 100-709-52003 | Utilities | 214.65 |
| 100-709-52023 | Facility Maintenance | 75.00 |
| 100-715-52001 | Operating Supplies | 275.65 |
| 100-715-52003 | Utilities | 1,652.54 |
| 100-715-52022 | Fuel | 68.38 |
| 202-721-52019 | Professional Services | 21,222.00 |
| 202-721-52096 | CDBG Grant Expenses | 305.00 |
| 202-722-52019 | Professional Services | 488.00 |
| 202-722-55001 | Principal | 12,500.00 |
| 202-725-52003 | Utilities | 304.00 |
| 202-725-52019 | Professional Services | 10,000.00 |
| 202-725-52028 | Projects & Programs | 3,000.00 |
| 205-000-52003 | Utilities | 4,143.78 |
| 305-000-53001 | Capital Outlay | 6,486.45 |
| 601-731-52003 | Utilities | 3,043.92 |
| 601-732-52003 | Utilities | 5,858.89 |
| 601-732-52022 | Fuel | 43.29 |
| 603-735-52003 | Utilities | 25.96 |
| 603-736-52003 | Utilities | 1,202.21 |
| 603-737-52003 | Utilities | 1,202.21 |
| 603-738-52003 | Utilities | 1,051.42 |
| 701-000-52001 | Operating Supplies | 1,367.03 |
| 702-000-52005 | Small Equipment | 1,599.99 |
| 702-000-52006 | Computer Maintenance | 2,498.27 |
| 702-000-52010 | Telephone | 206.74 |
| 702-000-52019 | Professional Services | 750.00 |
| 703-733-52019 | Professional Services | 795.00 |

Account Summary

| Account Number | Account Name | Expense Amount |
|----------------|---------------------|-------------------|
| 703-734-52003 | Utilities | 1,466.75 |
| 703-734-52022 | Fuel | 1,390.37 |
| | Grand Total: | 119,463.00 |

Project Account Summary

| Project Account Key | Expense Amount |
|---------------------|---------------------|
| **None** | 119,463.00 |
| | Grand Total: |

119,463.00