



**UPDATED**

## **COUNCIL REGULAR SESSION**

Wednesday, August 07, 2024 at 7:00 PM

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### **COUNCIL MEMBERS:**

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

### **LOCATION & CONTACT:**

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

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## **AGENDA**

### **CALL REGULAR SESSION TO ORDER**

### **PLEDGE OF ALLEGIANCE**

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

### **ORDINANCES** – *Final Reading*

- 1. Ordinance No. 3302:** An Ordinance to Annex and Designate the Zone of Certain Property at 35456 East Division Road
- 2. Ordinance No. 3303:** An Ordinance to Annex and Designate the Zone of Certain Property West, South, and East of 58212 Old Portland Road
- 3. Ordinance No. 3304:** An Ordinance to Annex and Designate the Zone of Certain Property at 2180 Gable Road

### **RESOLUTIONS**

- 4. Resolution No. 2017:** A Resolution Adopting the Findings from Broadband and Digital Infrastructure Planning and Authorizing City Council Support for a Digital Infrastructure Initiative for St. Helens and Adjacent Municipalities to Include Preparation of BEAD Funding Pre-Qualification Required Financial Information

### **AWARD BID/CONTRACT**

- 5.** Award Contract to Hicks Striping & Curbing, LLC for the 2024 Pavement Striping Project (R-719) in the Amount of \$51,122.00

### **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**

- 6.** Agreement with Strategic Networks Group, Inc. for Broadband Planning
- 7.** Oregon State Marine Board Boating Facility Grant Agreement
- 8.** Amendment No. 1 to Letter of Intent for Arcadia Project
- 9.** Agreement with Treadway Events and Entertainment LLC for Special Event Coordination and Management Services
- 10. Diligence Access Agreement – Project Arcadia**

**CONSENT AGENDA FOR ACCEPTANCE**

- [11.](#) Strategic Networks Group Broadband Assessment and eStrategy Report

**CONSENT AGENDA FOR APPROVAL**

- [12.](#) Utility Bill Leak Adjustment Request for 2560 Columbia Blvd. (Craig Melton) in the Amount of \$1,084.22
- [13.](#) Utility Bill Leak Adjustment Request for 2304 Columbia Blvd. (Paul Nezbeda) in the Amount of \$1,935.20
- [14.](#) OLCC Licenses
- [15.](#) Accounts Payable Bill Lists

**WORK SESSION ACTION ITEMS**

**COUNCIL MEMBER REPORTS**

**MAYOR SCHOLL REPORTS**

**OTHER BUSINESS**

**ADJOURN**

**VIRTUAL MEETING DETAILS**

Join: <https://us02web.zoom.us/j/84263159395?pwd=hfnrbxabbB8fjbw4ogitkFjtSf6iv2.1>

Passcode: 547829

Dial: +17193594580

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

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

**City of St. Helens**  
**ORDINANCE NO. 3302**

AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN  
PROPERTY AT 35456 EAST DIVISION ROAD

**WHEREAS**, applicant Christine Dahlgren has requested to annex to the City of St. Helens certain property at 35456 East Division Road. 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 June 19, 2024, 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 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.2.23 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit C** 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:  | July 16, 2024  |
| Read the second time: | August 7, 2024 |

**APPROVED AND ADOPTED** this 7<sup>th</sup> day of August, 2024 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 NE ¼ of the SW ¼ of Section 8, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more specifically described as follows:

Beginning at the southernmost point of Lot 14 of the McNulty Heights Subdivision, Columbia County, Oregon;

Thence South 26°26'42" East 176.9 feet to the **True Point of Beginning** of the parcel herein described;

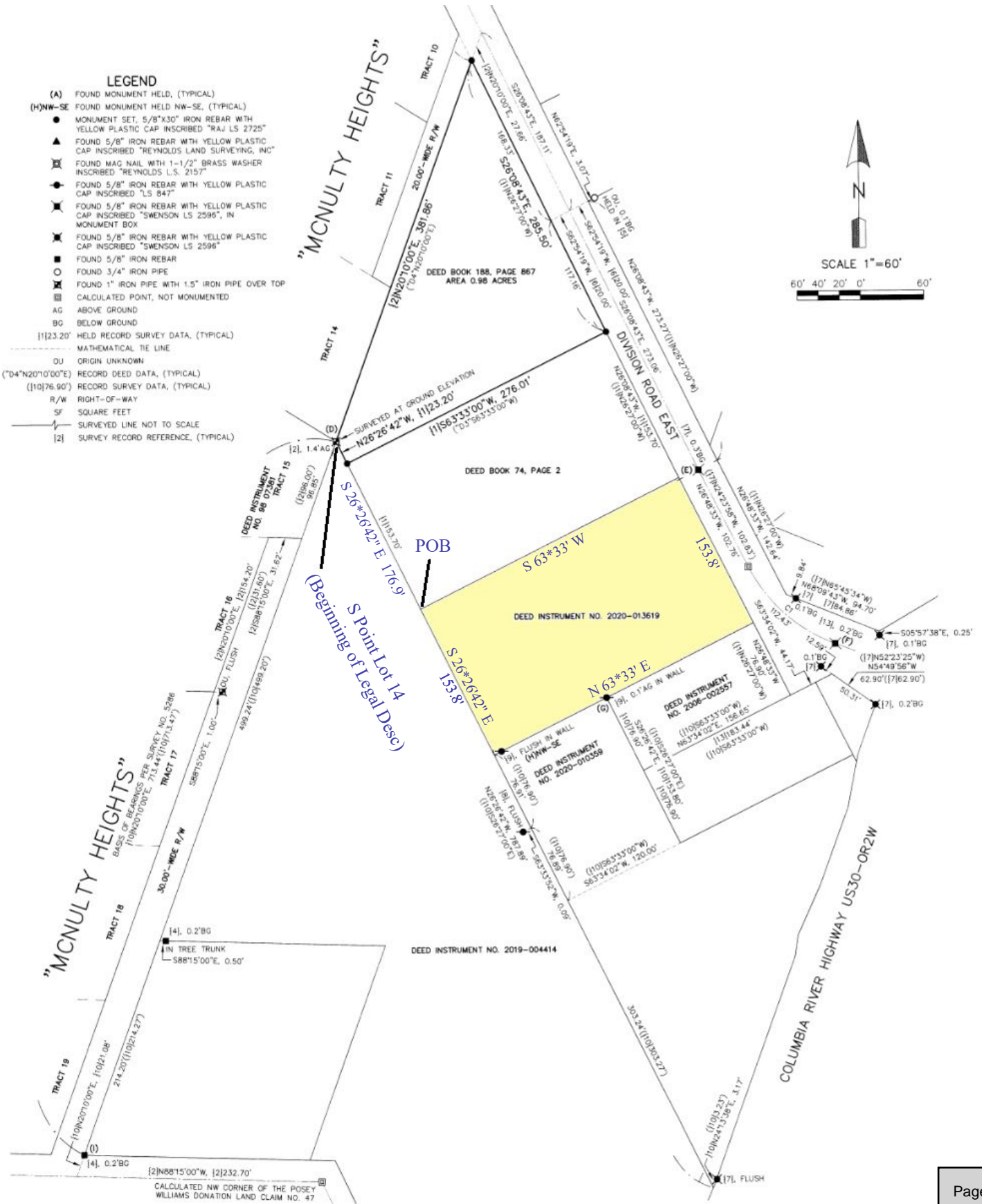
Thence continuing South 26°26'42" East 153.8 feet;

Thence North 63°33' East to a point on the West line of the Division Road East right-of-way;

Thence Northerly along said right-of-way line 153.8 feet;

Thence South 63°33' West to the **True Point of Beginning**.

ORD. 3302 EXHIBIT B  
NE 1/4 SW 1/4 SEC. 8 T.4N R.1W W.M.  
COLUMBIA COUNTY



**CITY OF ST. HELENS PLANNING DEPARTMENT  
FINDINGS OF FACT AND CONCLUSIONS OF LAW  
Annexation A.2.23**

**APPLICANT:** Christine Dahlgren  
**OWNERS:** Same as applicant  
**ZONING:** Columbia County’s Commercial-General (C-3)  
**LOCATION:** 35456 E. Division Road  
 4N1W-8CA-1900  
**PROPOSAL:** The property owner filed consent to annex because they wanted to connect to City sewer.

**SITE INFORMATION / BACKGROUND**

The subject property is 1 acre in size. It is developed with a detached single-family dwelling and a small detached accessory structure (shed). There are two developed accesses from East Division Road which are paved and include concrete aprons and asphalt drives. The 2<sup>nd</sup> access appears to lead to a building pad where there may have been another structure at one time but there is no longer. The lot also includes developed curb/gutter along the frontage, but no sidewalk improvements. There is a public sanitary sewer line which runs along the southern property line.

**Abutting Zoning**

North – County’s Commercial-General (C-3)  
 East – County’s Commercial-General (C-3)  
 South - County’s Commercial-General (C-3)  
 West - County’s Commercial-General (C-3)

**PUBLIC HEARING & NOTICE**

**Public hearing** before the Planning Commission for *recommendation to the City Council*: May 14, 2024. Public hearing before the City Council: June 19, 2024.

**Notice** of this proposal was sent to the Oregon Department of Land Conservation and Development on April 9, 2024, through their PAPA Online Submittal website.

**Notice** of this proposal was sent to surrounding property owners within 300 feet of the subject property on April 17, 2024, via first class mail. Notice was sent to agencies by mail or e-mail on the same date.

**Notice** was published on May 1, 2024, in The Chronicle newspaper.

**AGENCY REFERRALS & COMMENTS**

The following agency referrals/comments were received:

**Columbia County Land Development Services:** No concerns related to the annexation as proposed provided all annexation criteria have been met.

**Columbia County Public Works:** No comments or concerns for the annexation. In the future, if this property goes through any development that requires a building permit, then they will need to obtain an access permit through the County Public Works Department.

### 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) 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

This property is separated by only a public right-of-way to City limits. 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 inconsistency 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** – Access to the City sewer is available in E. Division Road. Since the applicant filed a consent to annex, they have connected the property to City sewer (via Building Permit No. 15110) because of a failing septic system.

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. Sanitary sewer *capacity* is adequate.

With regards to *conveyance*, the city adopted a new **Wastewater Master Plan (WWMP)** in November 2021 that identifies undersized trunk lines already operating at or above capacity that further development of the subject property (e.g., land division creating new parcels) would depend on. The WWMP can be found here:

<https://www.sthelensoregon.gov/engineering/page/public-infrastructure-master-plans>

If the subject property was redeveloped in the future with a proposal that required a land use permit (e.g., Site Development Review or Partition) while the conveyance issue still exists, the city may implement a proportional fee as a condition of approval to contribute to the conveyance projects in the WWMP to help offset the deficiency. Because single-family dwellings and duplexes are not subject to Site Development Review per SHMC 17.96.020, the fee would not apply to that type of development. As a property that has an existing detached single-family dwelling, this fee would not apply to this annexation.

**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 an allowed use in the City’s Highway Commercial (HC) zoning district. It is also not allowed as a sole principal use in the County’s C-3 zone. It is a non-conforming use of the property and will continue to be 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 is separated only by public right-of-way along E. Division Road to the southeast.

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."*

The subject property is served by McNulty water. City sewer capacities are 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 has access off East Division Road which is within the County’s jurisdiction. The roadway is classified as a local street in our TSP which has a minimum right-of-way of 50’, which is not met. The roadway is also not developed with frontage improvements (sidewalks) abutting the subject property.

**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 improvements or requirements are warranted with this proposal. At the time of future development, this would be considered.

**(e)** The subject property is not zoned residential. This does not apply.

**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 & Developed Area Classification criteria**

(1) Established Area.

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

**Finding:** The subject property is not zoned residential. This provision does not apply.

**CONCLUSION & DECISION**

**Based upon the facts and findings herein, 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. 3303**

AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN  
PROPERTY WEST, SOUTH, AND EAST OF 58212 OLD PORTLAND ROAD

**WHEREAS**, applicant the Port of Columbia County requested to annex to the City of St. Helens certain property west, south, and east of 58212 Old Portland Road. 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 June 19, 2024, 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 Heavy Industrial (HI).

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

**Section 5.** In support of the above annexation and amendments described herein, the Council hereby adopts the Annexation A.3.23 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit C** 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:  | July 16, 2024  |
| Read the second time: | August 7, 2024 |

**APPROVED AND ADOPTED** this 7<sup>th</sup> day of August, 2024 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 SE  $\frac{1}{4}$  of Section 8, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more specifically described as follows:

Beginning at the Southwest corner of the Posey Williams Donation Land Claim (D.L.C.) No. 47 in Section 17 and 8, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon;

Thence along the South line of said D.L.C. North  $82^{\circ}00'$  East 930.6 feet;

Thence North  $60^{\circ}00'$  East 750.4 feet;

Thence North  $37^{\circ}00'$  East 828.66 feet;

Thence leaving said South line North  $25^{\circ}19'$  West, parallel to the West line of said D.L.C. a distance of 2659.89 feet to the Southerly right-of-way line of Old Portland Road;

Thence South  $53^{\circ}39'$  West, along said Southerly right-of-way line 157.70 feet to the **True Point of Beginning** of the parcel herein described;

Thence South  $38^{\circ}14'20''$  East 100 feet;

Thence North  $63^{\circ}34'50''$  East 19.27 feet;

Thence South  $29^{\circ}11'13''$  East 336.93 feet;

Thence North  $51^{\circ}54'41''$  East 468.83 feet;

Thence North  $49^{\circ}19'37''$  East 176.01 feet;

Thence North  $9^{\circ}19'38''$  East 233.37 feet;

Thence North  $9^{\circ}05'00''$  West 284.25 feet to a point on the Southerly right-of-way line of Old Portland Road;

Thence East along said right-of-way line to a point where said right-of-way line intersects the East line of the Posey Williams D.L.C. No. 47;

Thence South along said D.L.C. a distance of 900 feet;

Thence South  $45^{\circ}23'45''$  West 1226.79 feet;

Thence North  $25^{\circ}21'52''$  West to the Southerly right-of-way line of Old Portland Road;

Thence East along said right-of-way line to the **True Point of Beginning**.



**CITY OF ST. HELENS PLANNING DEPARTMENT  
FINDINGS OF FACT AND CONCLUSIONS OF LAW  
Annexation A.3.23**

**APPLICANT:** Port of Columbia County, c/o Sean Clark  
**OWNERS:** Same  
**ZONING:** Columbia County’s Heavy Industrial (M-1)  
**LOCATION:** Property west, south, and east of 58212 Old Portland Road  
Map No. 4N1W-8D-1000  
**PROPOSAL:** The property owner filed consent to annex because they desire to connect to City utilities

**SITE INFORMATION / BACKGROUND**

The subject property is an irregular shaped lot at 11.84 acres. The site is accessed off Old Portland Road, which is a developed minor arterial classified street without frontage improvements (sidewalks and curb) abutting the property. The site has land use approval with County File DR 23-06 for a 10,320 sq. ft. maintenance building for the Port of Columbia County. A large portion of the property is encumbered by the 100-year flood plain with the site sloping heavily along the southeastern property line. The Port’s project intends to keep the proposed building out of the 100-year flood plain. The City’s Local Wetland Inventory also identifies wetland MC-25a which is a locally significant wetland with a 75’ upland protection zone. The Port’s project avoids the wetland areas.

**Abutting Zoning**

North – City Heavy Industrial (HI) & County Heavy Industrial (M-1)  
East – City Heavy Industrial (HI)  
South – City Heavy Industrial (HI)  
West – County Heavy Industrial (M-1)

**PUBLIC HEARING & NOTICE**

**Public hearing** before the Planning Commission for *recommendation to the City Council*: May 14, 2024. Public hearing before the City Council: June 19, 2024.

**Notice** of this proposal was sent to the Oregon Department of Land Conservation and Development on April 3, 2024, through their PAPA Online Submittal website.

**Notice** of this proposal was sent to surrounding property owners within 300 feet of the subject property on April 17, 2024, via first class mail. Notice was sent to agencies by mail or e-mail on the same date.

**Notice** was published on May 1, 2024, in The Chronicle newspaper.

## AGENCY REFERRALS & COMMENTS

The following agency comments were received:

**Columbia County Land Development Services:** No concerns about this proposal as present.

**Columbia County Public Works:** No comments or concerns for this annexation. It looks like there are no County roads involved. Old Portland Road is the City's jurisdiction in this location.

## 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 Heavy Industrial (UHI). Zoning and Comprehensive Plan designations are addressed under SHMC 17.28.030 (1).

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. Sewer and water capacity to serve this property is addressed in more detail under SHMC 17.28.030 (1) below. By this review process, the proposal complies with this aspect of the Comprehensive Plan. There is no known conflict with the general Comprehensive Plan policies identified in Chapter 19.08 SHMC.

There is no known conflict with the specific Comprehensive Plan policies identified in Chapter 19.12 SHMC. Zoning and Comprehensive Plan designations are addressed under SHMC 17.28.030 (1)

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 inconsistency 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 Heavy Industrial (M-1) and the City’s zoning option given annexation is Heavy Industrial.**

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 – City water is available in the Old Portland Road right-of-way. With regards to capacity, 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** – While not currently connected to City sewer, it is available along the Old Portland Road right-of-way.

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. Sanitary sewer *capacity* is adequate.

With regards to *conveyance*, the County’s approval of County file DR 23-06 included referral comments from the City which addressed the City’s sanitary sewer conveyance issues identified in the City’s 2021 Wastewater Master Plan. The city recommended specific conditions that were partially reflected in the County’s final decision per condition 8.aa (there are two condition “8.a’s”), requiring a will serve letter from the city verifying the new maintenance facility can utilize its water and sewer. However, specific language pertaining to the “fair share” fee was not included. To help ensure this provision is an aspect of this will serve letter, the following condition shall be incorporated into this annexation:

*For the project triggering this annexation, as approved by Columbia County File DR 23-06, an additional “fair share” fee shall be paid per equivalent dwelling unit (EDU) based on the portions of the city wastewater collection system between the subject property and the wastewater treatment plant, that this development depends on, that are at or above capacity as identified in the city’s 2021 Wastewater Master Plan. Estimated per EDU cost is \$3,200 based on October 2022 dollars. Inflation adjustment to value at time of building permit issuance shall be included.*

Below are the sanitary sewer findings of the City per its referral for County file DR 23-06 to be incorporated with this annexation:

City sanitary sewer is available along the Old Portland Road right-of-way. Like with water, connection will require a consent to annex to be filed with the city (and recorded on the deed records of the County Clerk). In addition, System Development Charges and connection fees will apply.

Pumping may be necessary for the sanitary sewer.

Moreover, there are system deficiencies in the city’s sanitary sewer system. The city adopted a new **Wastewater Master Plan (WWMP)** in November 2021 that identifies undersized trunk lines already operating at or above capacity that this development would depend on. The WWMP can be found here:

<https://www.sthelensoregon.gov/engineering/page/public-infrastructure-master-plans>

Sewer pipes are considered “at capacity” when peak flows exceed 85% of the full depth of the pipe in accordance with industry standards. This depth is based on the maximum depth of flow ratio (d/D), where “d” is the depth of flow and “D” is the pipe diameter. The WWMP includes an exhibit—Figure 18—that shows that a portion of the sanitary sewer main along the north side of the waste water treatment pond is currently operating between 0.85 and 0.99. This is greater than the industry and city standard 85% “at capacity” flows and is a portion of the conveyance system between the subject property and the wastewater treatment plant.

Pipeline surcharging occurs as flows exceed the capacity of a full pipe, causing wastewater to back up into manholes and services. In addition to potentially backing up into homes and health risks

associated with sanitary sewer overflows, Oregon DEQ prohibits all sanitary sewer overflows and can fine cities for allowing such and has done so to other jurisdictions. Examples of DEQ fines can be found here:

[https://www.oregon.gov/deq/Pages/enforcement-actions.aspx?wp2643=p:2#g\\_c4e47a01\\_bc88\\_4a9f\\_aa38\\_c1bcac799ce5](https://www.oregon.gov/deq/Pages/enforcement-actions.aspx?wp2643=p:2#g_c4e47a01_bc88_4a9f_aa38_c1bcac799ce5)

This deficiency could be a basis to disallow connection to the sanitary sewer system. However, the city can accept a fee to help offset costs of sanitary sewer upgrades to avoid delays to this project.

A condition of approval to require a fee per equivalent dwelling unit will be included. This is not a System Development Charge pursuant to ORS 223.299(4)(b); it is a temporary charge by order for development and land divisions proposed under these circumstances until the infrastructure is in order per the WWMP. The nexus is clear as it relates to the sewer conveyance deficiency and an amount has been determined based on calculations to determine fair proportionality—see attached **St. Helens Wastewater Collection System New Sewer Connection Surcharge memo**.

**For this project, the fee per equivalent dwelling unit is \$3,200**, and this estimated amount is determined to be a fair share quantity for this proposal. It is based on October 2022 dollars, and inflation must be considered.

**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)** This property is currently vacant. The County-approved development proposal for a maintenance building would be considered a public facility, major in the City's HI zone. This is a conditional use per the city's zoning. 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 three sides 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."*

City water and sewer capacities are addressed under SHMC 17.28.030 (1) above. There is no evidence that adequate infrastructure will not be available to serve the annexed area if developed in 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 Old Portland Road. Old Portland Road is classified as a minor arterial with a minimum right-of-way width of 60’, which is met.

There are no frontage improvements (sidewalks and curb) abutting the subject property. City standards require such improvements. Such was not required by Columbia County’s approval of DR 23-06, which is the development prompting this annexation. Because no such requirement was associated with the development permitting and that an annexation, by itself, does not provide the necessary legal nexus and proportionality to require such improvements, no conditions for this annexation pertaining to street improvements are warranted.

**(e)** The subject property is not zoned residential. 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 Heavy Industrial (UHI). The City option for zoning is Heavy Industrial (HI). The Comprehensive Plan designation would be Heavy Industrial (Incorporated).

**Finding:** Upon annexation, the subject property’s Comprehensive Plan designation shall be Heavy Industrial (Incorporated) and zoned Heavy Industrial (HI).

#### **SHMC 17.112.020 – Established & Developed 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 not zoned residential. This provision does not apply.

**Finding:** This provision is not applicable.

### CONCLUSION & DECISION

**Based upon the facts and findings herein, City Council approves of this annexation and that upon annexation, the subject property have a Comprehensive Plan designation of Heavy Industrial (Incorporated) and be zoned Heavy Industrial (HI), with the condition that:**

For the project triggering this annexation, as approved by Columbia County File DR 23-06, an additional "fair share" fee shall be paid per equivalent dwelling unit (EDU) based on the portions of the city wastewater collection system between the subject property and the wastewater treatment plant, that this development depends on, that are at or above capacity as identified in the city's 2021 Wastewater Master Plan. Estimated per EDU cost is \$3,200 based on October 2022 dollars. Inflation adjustment to value at time of building permit issuance shall be included.

\*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. 3304**

AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN  
PROPERTY AT 2180 GABLE ROAD

**WHEREAS**, applicant JLJ Earthmovers, LLC has requested to annex to the City of St. Helens certain property at 2180 Gable Road. 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 June 19, 2024 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 Light Industrial, LI.

**Section 4.** The St. Helens Comprehensive Plan Map is hereby amended to reflect that the property described herein shall be designated as Light Industrial, LI.

**Section 5.** In support of the above annexation and amendments described herein, the Council hereby adopts the Annexation A.1.24 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit C** 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:  | July 16, 2024  |
| Read the second time: | August 7, 2024 |

**APPROVED AND ADOPTED** this 7th day of August, 2024 by the following vote:

Ayes:

Nays:

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

ATTEST:

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

EXHIBIT A  
LEGAL DESCRIPTION

A parcel of land located in Thomas H. Smith Donation Land Claim in the W ½ of the NW ¼ of Section 9, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more specifically described as follows:

Beginning at a point which is South 1563.80 feet and East 1613.80 feet from the Northwest corner of said Thomas H. Smith Donation Land Claim, said point being the Southeast corner of the Hany H. Wallace et ux tract as described in Deed Book 104, page 355, recorded on June 29, 1949 in the Clerk's Records of Columbia County, Oregon;

Thence North 12°43'55" East, along the East line of said Wallace tract a distance of 17.10 feet to a point on the Northerly right of way line of Gable Road and the **True Point of Beginning** of the following described tract;

Thence continuing North 12°43'55" East, along the East line of said Wallace tract, a distance of 499.05 feet to a point on the Southerly right of way line of the Portland & Western Railroad Spur;

Thence along said Southerly right of way line the following 2 courses and distances;

South 57°19'58" East a distance of 372.28 feet;

Thence South 57°19'17" East a distance of 110.74 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING INC";

Thence South 36°12'25" West a distance of 364.24 feet to a 5/8" Iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING INC" on said Northerly right of way line of Gable Road;

Thence North 77°18'49" West, along said Northerly right of way line, a distance of 308.98 feet to the **True Point of Beginning**.

EXHIBIT B

Item #3.

Record of Survey  
 Property Line Adjustment  
 For Nelson and Schlumpberger  
 Situated In The N.W. 1/4  
 Section 9, T.4N., R.1W., W.M.  
 Columbia County, Oregon  
 January 7, 2016

Narrative

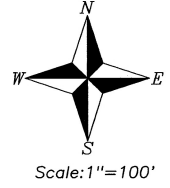
The purpose of this survey is to facilitate a Property Line Adjustment between the tracts of land described in Instrument No. 2005-009318 and Instrument No. 2015-009711 and to monument the outer boundaries of both tracts.

Basis of bearings is the my survey for Partition Plat No. 2008-17 between monuments found at points A and B (the Donation Land Claim Line). I held deed calls, per Deed Book 104, Pg. 355 and map calls, per C.S. No. L-1302 (with bearings rotated to fit my bearing on the Donation Land Claim Line) from point A to compute the position for point J. I held monuments found at points C and D to define the current North right of way line for Gable Road. I held the monuments found at points E, F and G for the Northerly right of way line of the Portland & Western Railroad Spur. I held record curve data per M-128 for curve C-1. I offset the Northerly Railroad right of way 50' Southerly for the Southerly right of way line. I held angle I-H-M per M-128 and the Plat of South St. Helens to for the bearing on the East line of the subject tract and intersect said East line with the Railroad right of way line and Gable Road right of way line to establish points M and N. I monumented the adjusted property line as directed by Clients. The Columbia County Land Development Services file number is PLA 16-20.

Legend

- Denotes monument found as noted.
- Denotes 5/8"x30" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING INC".
- Denotes calculated position.
- 1[ ] Denotes record data per plat of South St. Helens, Plat Book 1, Page 34 (Elliott & Scoggins, June 1912)
- 2[ ] Denotes record data per County Survey No. 174 (VanOrshoven, December 1922)
- 3[ ] Denotes record data per County Survey No. M-128, a Portland General Electric Company Property Plat (No Surveyor given, 1953)
- 4[ ] Denotes record data per County Survey No. L-1302 (Dewey, 1981)
- 5[ ] Denotes record data per County Survey No. 3016 (Dewey, 1978)
- 6[ ] Denotes record data per Oregon State Highway Dept. (O.S.H.D.) Drawing No. 9B-5-16 (No Surveyor given, 1969 & 1986)
- 7[ ] Denotes record data per Columbia County Clerk's Instrument No. 00-00001.
- 8[ ] Denotes record data per Columbia County Clerk's Instrument No. 32005-009318.
- 9[ ] Denotes record data per Columbia County Clerk's Instrument No. 2015-009711.
- 10[ ] Denotes record data per Columbia County Clerk's Deed Book No. 104, Page 355.

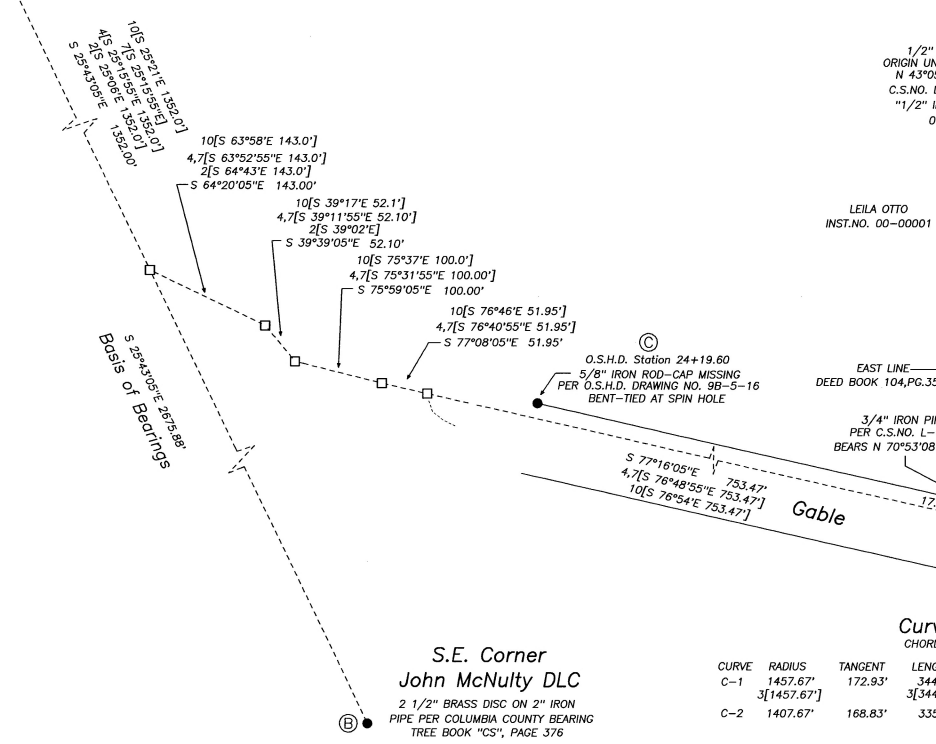
REGISTERED PROFESSIONAL LAND SURVEYOR  
 OREGON  
 JULY 26, 1985  
 DAVID E. REYNOLDS  
 2157  
 RENEWAL DATE: 12-31-2016



Reynolds Land Surveying, Inc.  
 32990 Stone Road  
 Warren, Oregon 97053  
 (503) 397-5516

Columbia County Surveyor  
 Received 3-2-16  
 Plat 4-7-16  
 CS# 6179

N.W. Corner Smith DLC  
 5/8" IRON ROD WITH "COLUMBIA COUNTY SURVEYOR" YPC PER BEARING TREE BOOK "CS", PAGE 314



Curve Table

| CURVE | RADIUS   | TANGENT     | LENGTH     | DELTA        | CHORD      | CH. BEARING     |
|-------|----------|-------------|------------|--------------|------------|-----------------|
| C-1   | 1457.67' | 172.93'     | 344.18'    | 13°31'52"    | 343.45'    | S 50°33'07"E    |
|       |          | 3[1457.67'] | 3[344.36'] | 3[13°32'08"] | 3[343.57'] | 3[S 50°07'56"E] |
| C-2   | 1407.67' | 168.83'     | 335.98'    | 13°40'41"    | 335.25'    | S 50°28'43"E    |

S.E. Corner John McNulty DLC  
 2 1/2" BRASS DISC ON 2" IRON PIPE PER COLUMBIA COUNTY BEARING TREE BOOK "CS", PAGE 376

**CITY OF ST. HELENS PLANNING DEPARTMENT  
FINDINGS OF FACT AND CONCLUSIONS OF LAW  
Annexation A.1.24**

**APPLICANT:** JLJ Earthmovers, LLC  
**OWNERS:** IVES J & L & SCHLUMPBERGER R & T  
**ZONING:** Columbia County’s Light Manufacturing, M-2  
**LOCATION:** 2180 Gable Road; 4N1W-9BB-100  
**PROPOSAL:** The property owner filed consent to annex because they desire to use the City’s development rules

**SITE INFORMATION / BACKGROUND**

The subject property is 3.91 acres abutting Gable Road. It is accessed by Gable Road with one semi-paved asphalt driveway. Gable Road is a developed minor arterial-classified street without frontage improvements (sidewalks, curb, and landscape strip) abutting the subject property. The site is partially developed with a 6’ high fence with barbed wire surrounding a portion of the lot. There is an identified wetland on the property by DSL WD# 2017-0028, which is identified as Wetland MC-23 on the St. Helens Local Wetland Inventory. It is not considered a “significant” wetland per the SHMC, though state and federal requirements still apply. It encompasses the northwest corner of the lot, which is also where most of the vegetation on the lot is located. A rail spur runs along the back side of the property.

Years ago, the property was developed with what is assumed to be a single-family dwelling. Per County Assessor information in 2013 the home structure had been vacant for many years and was in poor condition. The remaining structure was demolished in 2015. There is no known lawful use of land since this dwelling was functional (sometime prior to 2013) and used, to today.

In 2017, applicants and property owners Ron Schlumpberger and Jim Ives applied for a Site Design Review with the County for RV and boat storage with an enclosed storage building (County file DR 17-04). A holding tank was proposed for sanitary sewer. This application was received by the County on April 12, 2017, with a hearing date scheduled for June 5, 2017. The application was withdrawn by the applicant on May 24, 2017, via email. City staff was aware of this at least by June 6, 2017, when the email chain was received by the City.





Based on the photo herein dated April 24, 2017, fence improvements had started to be installed before any land use approval for the property and before application withdrawal. The fencing improvements were partially completed. At least, the applicant worked with the City, so the fencing was installed to have an access point that could be potentially be approved. However, no right-of-way permit has been obtained and no paving has occurred. Gable Road, at this location, is a city jurisdiction road. For several years after the 2017 efforts, the land sat idle but with the

fence installed.

In 2023, JLJ Earthmovers, LLC applied for a Land Use Compatibility Statement (LUCS) Planning Compliance Review for a contractor's yard. Oregon DEQ typically requires a LUCS for certain activities, most commonly a 1200-C permit. It was authorized by Columbia County planning staff who noted on the LUCS that the proposal will require Site Design Review.

Towards the end of 2023/beginning of 2024 staff noticed storage activity taking place. Staff had conversations with John Jersey of JLJ Earthmovers before the Christmas and New Year's holidays given the lack of land use approval for any use of the site. After no actions, City staff filed a complaint with the County via their online system on February 12, 2024. Further conversations with JLJ Earthmovers followed. The city reviewed the consent to annex on February 28, 2024.

The reason for the annexation in this case is to use the City's land use rules. To use the site as a storage yard, the City's normal process is administrative, whereas the County processes includes a public hearing before its Planning Commission given the size of the site. The County's process is not desired by the applicant. So, the intent is to annex and use the city's land use rules to grant the use and remedy this enforcement issue.



*Photo taken March 29, 2024 looking northeast at the subject property from Gable Road.*

The applicant filed a Site Development Review (SDR.2.24) with the city on April 10, 2024, for a storage site with no buildings and to relocate the proposed access point, that in conjunction with this annexation, is an effort to achieve compliance upon annexation.

### **Abutting Zoning**

North - City Heavy Industrial (HI)

East – City Light Industrial (LI)

South – City General Commercial (GC) and County Light Manufacturing (M-2)

West – City Light Industrial (LI)

### **PUBLIC HEARING & NOTICE**

**Public hearing** before the Planning Commission for *recommendation to the City Council*: May 14, 2024. Public hearing before the City Council: June 19, 2024.

**Notice** of this proposal was sent to the Oregon Department of Land Conservation and Development on April 4, 2024, through their PAPA Online Submittal website.

**Notice** of this proposal was sent to surrounding property owners within 300 feet of the subject property on April 17, 2024, via first class mail. Notice was sent to agencies by mail or e-mail on the same date.

**Notice** was published on May 1, 2024, in The Chronicle newspaper.

### **AGENCY REFERRALS & COMMENTS**

**Columbia County Land Development Services:** No concerns with the approval of this annexation as proposed.

**Columbia County Public Works:** No comments or concerns with this annexation. It looks like there are no County Roads involved. Gable Road is the City’s jurisdiction at this property.

### **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 Light Industrial (ULI). 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), and 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 inconsistency 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 Light Manufacturing, M-2 and the City zoning option given annexation is Light Industrial.**

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 property is not currently connected to City water. The nearest City water line is approximately 205 feet away. 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** – City sewer is not in the immediate vicinity of the subject property. There are possible land uses for the site which would not require a connection to city sewer (e.g., the adjacent property at 2130 Gable Road has an approved holding tank for equipment storage, a truck maintenance building, and administrative office uses).

However, should the property owner wish to connect the property to City sewer in the future, the City's sewer system has notable system-wide conveyance issues as identified in the 2021 Wastewater Master Plan (WWMP). City Public Works and Engineering are in the process of designing and upgrading the system to address the conveyance deficiencies. If the property is developed with a proposal which requires a land use permit and requires connection the City's sewer system while the conveyance issue still exists, the City may implement a proportional fee as a condition of approval to contribute to the conveyance projects in the WWMP to help offset the deficiency.

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

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

**(b)** The site is currently vacant. 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 four sides 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."*

There is no evidence that adequate infrastructure cannot be made available to serve the annexed area if developed in 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 Gable Road, which is a City road at this location.

The City's Transportation Systems Plan designates Gable Road as a Minor Arterial and subject to Minor Arterial standards. The existing right-of-way width for Gable Road is sufficient for this classification. Therefore, right-of-way dedication is not necessary.

Along the subject property, Gable Road is improved with asphalt, but lacks frontage improvements such as sidewalk and curb along the subject property's frontage. 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.** As such, no improvements are warranted with this proposal. At the time of future development, this would be considered. However, there is an access point that is not approved by the City and is being used. All approvals for access and right-of-way improvements shall be obtained as a condition of this annexation. There are no such approvals currently.

**(e)** The subject property is not designated residential. 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 Light Industrial (ULI). Upon annexation, the Comprehensive Plan designation would thus be Light Industrial (Incorporated).

**Finding:** The subject property shall be designated Light Industrial (Incorporated), LI and zoned Light Industrial (LI) upon annexation.

**SHMC 17.112.020 – Established & Developed 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 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 is not applicable.

**CONCLUSION & DECISION**

**Based upon the facts and findings herein, the City Council approves this annexation and that upon annexation, the subject property have a Comprehensive Plan designation of Light Industrial (incorporated), LI, and be zoned Light Industrial, LI, with the condition that:**

Any Gable Road access point, including one in use at the SW corner of the subject property, requires approval by the City and associated improvements including but not limited to paving prior to use. Use without such approval is contrary to this condition and applicable City law.

\*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. 2017**

A RESOLUTION ADOPTING THE FINDINGS FROM BROADBAND AND DIGITAL INFRASTRUCTURE PLANNING AND AUTHORIZING CITY COUNCIL SUPPORT FOR A DIGITAL INFRASTRUCTURE INITIATIVE FOR ST. HELENS AND ADJACENT MUNICIPALITIES TO INCLUDE PREPARTATION OF BEAD FUNDING PRE-QUALIFICATION REQUIRED FINANCIAL INFORMATION

**WHEREAS**, the Digital Needs and Readiness Assessment (DNRA) Report, prepared for the City of St. Helens in December 2020, summarized the results of officials and City leaders participating from across the region. DNRA findings showed that leadership acknowledged broadband as an important and relevant issue deserving further attention and room for improvement. The primary emphasis of local leaders was that broadband was needed for economic growth, which included focusing on enhancing workforce skills, attracting and retaining businesses, and improving job opportunities; and

**WHEREAS**, from July to September 2021, a Broadband Economic Case Analysis indicated that St. Helens could self-finance 93 percent of the cost to connect its anchor institutions with core digital infrastructure by reallocating existing and planned municipal spending on telecom and internet services; and

**WHEREAS**, to develop a sustainable economic case for building digital infrastructure, the City of St. Helens commissioned an assessment of the existing market conditions and demand for broadband and online services, as well as identify gaps, barriers, and opportunities that need to be addressed by digital inclusion programming; and

**WHEREAS**, the findings from the broadband market assessment indicated that St. Helens residents and businesses were not satisfied with existing broadband service offerings, and showed demand for more options of affordable, high speed broadband internet service. Detailed findings from the eCheckup and broadband impact and market assessment were presented to City Council in December 2023; and

**WHEREAS**, at the July 17, 2024 meeting, SNG President, Michael Curri, presented to St. Helens City Council an overview of project findings and recommended next steps to include pursuing digital infrastructure initiative that includes the municipalities of Columbia City and Scappoose, thereby increasing market size and market feasibility; and

**WHEREAS**, Broadband Equity, Access, and Deployment (BEAD) program funding requires the submission of pre-qualification materials as detailed by the National

Telecommunications and Information Administration (NTIA) approved Initial Proposal Volume II in order to qualify for future application submittals.

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

**Section 1.** The City of St. Helens will pursue regional digital infrastructure project for the greater St. Helens area that includes Columbia City and Scappoose. This will be in collaboration with Columbia County in a regional approach towards the development of the most viable infrastructure deployment and cost-effective funding available for an open access fiber network.

**Section 2.** The City of St. Helens authorizes coordination with city public facilities, agencies, and local organizations to gather the necessary BEAD program pre-qualification materials.

**Section 3.** The City of St. Helens authorizes SNG to act on behalf of city interests in identifying network operators and service providers that may support the digital infrastructure project.

**Approved and adopted** by the City Council on August 7, 2024 by the following vote:

Ayes:

Nays:

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

ATTEST:

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

# COUNCIL ACTION SHEET

|                 |                                       |   |
|-----------------|---------------------------------------|---|
| <b>To:</b>      | The Mayor and Members of City Council |  |
| <b>From:</b>    | Mouhamad Zaher, Public Works Director |   |
| <b>Date:</b>    | August 7, 2024                        |   |
| <b>Subject:</b> | 2024 Annual Pavement Striping Project |   |

## **BACKGROUND**

The City of St. Helens annually restripes the centerline, fog lines, and bike lanes on roadways to maintain reflectivity and visibility. This work requires specialized equipment and materials that the City does not own. The required work is contracted out on an annual basis based on competitive quotes from qualified contractors.

Quotes were requested from multiple qualified contracting firms on June 25, 2024. Quotes were due by 3:00 p.m., July 16, 2024.

The following quotes were received as follows:

| <b>FIRM</b>                       | <b>LOCATION</b> | <b>BID</b>  |
|-----------------------------------|-----------------|-------------|
| Specialized Pavement Marking, LLC | Tualatin, OR    | \$61,430.00 |
| Hicks Striping & Curbing, LLC     | Brooks, OR      | \$51,122.00 |

The project will be funded through the Street Fund budget.

## **STAFF RECOMMENDATION**

Award the contract for the 2024 Annual Pavement Striping Project, No. R-719 to Hicks Striping & Curbing, LLC and authorize the City Administrator to execute a Construction Contract for project. The contract will be for the amount specified in the firm's bid, plus standard contingency.

## **ATTACHMENTS**

- Bid Tabulation Sheet
- Specialized Pavement Marking quote
- Hicks Striping and Curbing quote
- 2024 pavement striping map



**BID TABULATION**  
**PROJECT: 2024 ANNUAL STRIPING**  
**PROJECT NO: R-719**  
**BID OPENING DATE: 7/16/2024, 3:00 PM**

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION  
 265 Strand Street, St. Helens, OR 97051  
 Phone: 503.397.6272 Web: www.sthelensoregon.gov

|                   |                    |      |          | SPECIALIZED PAVEMENT MARKING, LLC. |                    | HICKS STRIPING & CURBING, LLC.   |                    |
|-------------------|--------------------|------|----------|------------------------------------|--------------------|--|--------------------|
| ITEM No.          | DESCRIPTION        | UNIT | QUANTITY | UNIT PRICE #1                      | TOTAL PRICE #1     | UNIT PRICE #2  | TOTAL PRICE #2     |
| 1)                | 4" YELLOW STRIPING | FOOT | 93200    | \$0.25                             | \$23,300.00        | \$0.22   | \$20,504.00        |
| 2)                | 8" WHITE STRIPING  | FOOT | 57200    | \$0.40                             | \$22,880.00        | \$0.29   | \$16,588.00        |
| 3)                | 4" WHITE STRIPING  | FOOT | 61000    | \$0.25                             | \$15,250.00        | \$0.23   | \$14,030.00        |
| <b>BID TOTALS</b> |                    |      |          |                                    | <b>\$61,430.00</b> |  | <b>\$51,122.00</b> |
|                   |                    |      |          |                                    |                    | *Hicks Striping & Curbing, LLC. has the lowest of the bid at \$51,122.00 |                    |



**PROPOSAL FORM**  
**R-719**  
**2024 ANNUAL STRIPING PROJECT**  
**Submittal Deadline: 3:00 p.m. July 16<sup>th</sup>, 2024**

**BID SCHEDULE**

| <b>Item No.</b>  | <b>Description</b> | <b>Estimated Quantity</b> | <b>Unit of Measure</b> | <b>Unit Price</b> | <b>Total Price</b> |
|------------------|--------------------|---------------------------|------------------------|-------------------|--------------------|
| 1)               | 4" Yellow Striping | 93,200                    | Linear Feet            | \$ 0.25           | \$ 23,300.00       |
| 2)               | 8" White Striping  | 57,200                    | Linear Feet            | \$ 0.40           | \$ 22,880.00       |
| 3)               | 4" White Striping  | 61,000                    | Linear Feet            | \$ 0.25           | \$ 15,250.00       |
| <b>Total Bid</b> |                    |                           |                        | <b>\$</b>         | <b>61,430.00</b>   |

Paint and reflectivity must conform to all current Federal Highway Administration, Oregon Department of Transportation, current version of the Oregon Standard Specifications for Construction including all revisions at date of bid submittal, City of St. Helens, and other applicable Federal, State, and Local standards.

Respectfully submitted: Specialized Pavement Marking, LLC  
Name of Firm

  
Signature

11095 SW Industrial Way  
Address

Mark Price, President  
Print Name & Title

Tualatin, OR 97062  
Address

7/15/2024  
Date

503-885-0420  
Phone Number

If the bidder is a co-partnership, state giving firm name under which business is transacted.

If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

If no bid is submitted, kindly mark "NO BID" and return to the Project Manager, [abird@sthelensoregon.gov](mailto:abird@sthelensoregon.gov) (503) 366-8223 or by mail to City of St. Helens, City Hall, 265 Strand Street, St. Helens, OR 97051



**PROPOSAL FORM**  
**R-719**  
**2024 ANNUAL STRIPING PROJECT**  
**Submittal Deadline: 3:00 p.m. July 16<sup>th</sup>, 2024**

**BID SCHEDULE**

| <b>Item No.</b>  | <b>Description</b> | <b>Estimated Quantity</b> | <b>Unit of Measure</b> | <b>Unit Price</b>   | <b>Total Price</b> |
|------------------|--------------------|---------------------------|------------------------|---------------------|--------------------|
| 1)               | 4" Yellow Striping | 93,200                    | Linear Feet            | \$ 0.22             | \$ 20,504.00       |
| 2)               | 8" White Striping  | 57,200                    | Linear Feet            | \$ 0.29             | \$ 16,588.00       |
| 3)               | 4" White Striping  | 61,000                    | Linear Feet            | \$ 0.23             | \$ 14,030.00       |
| <b>Total Bid</b> |                    |                           |                        | <b>\$ 51,122.00</b> |                    |

Paint and reflectivity must conform to all current Federal Highway Administration, Oregon Department of Transportation, current version of the Oregon Standard Specifications for Construction including all revisions at date of bid submittal, City of St. Helens, and other applicable Federal, State, and Local standards.

Respectfully submitted: Hicks Striping & Curbing, LLC  
Name of Firm

[Signature]  
Signature

Po Box 9127  
Address

Fra Simerval - General Manager  
Print Name & Title

Brooks, OR 97305  
Address

7/16/24  
Date

503-364-4577  
Phone Number

If the bidder is a co-partnership, state giving firm name under which business is transacted.

If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

If no bid is submitted, kindly mark "NO BID" and return to the Project Manager, [abird@sthelensoregon.gov](mailto:abird@sthelensoregon.gov) (503) 366-8223 or by mail to City of St. Helens, City Hall, 265 Strand Street, St. Helens, OR 97051



Map Provided by  
City of St. Helens  
Public Works Department  
Engineering Division  
265 Strand Street  
St. Helens, OR 97051  
503.397.6272

Print Date: 6/24/2024

# Striping Project 2024 R-719

## Legend

- 8" WHITE  
8" BASE LANE
- 4" YELLOW  
SOLID
- 4" YELLOW  
DASHED
- 4" WHITE SKIPS  
SKIPS
- 4" WHITE FOG



**Item #5.**

DISCLAIMER: This map is for reference only. The City of St. Helens makes no warranty, expressed or implied, for the use of this map. The City of St. Helens is not responsible for any errors or omissions on this map. The City of St. Helens is not responsible for any damage or injury resulting from the use of this map. The City of St. Helens is not responsible for any loss of property or other damages resulting from the use of this map. The City of St. Helens is not responsible for any other consequences resulting from the use of this map.



## 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 Strategic Networks Group, Inc. (“Contractor”).

### RECITALS

**A.** The City is in need of personal services for broadband planning, and Contractor represents that it 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 broadband planning for the City of St. Helens, and Contractor accepts such engagement. The principal contact for Contractor shall be Michael Curri, phone (202) 559-2128.

**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 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on October 30, 2024. 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 Attachment C.

**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 any requirement 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.** Contractor shall retain all common law, statutory and other reserved rights, including copyrights, in 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, except that all copies of such plans, designs, calculations and other documents and renditions provided to City shall become the property of City who may use them without Contractor's further permission for any lawful purpose related to the project. Upon execution of this agreement, Contractor grants to City an irrevocable, nonexclusive license to use Contractor's work products created through its services for the project. The license granted under this section permits City to authorize its contractors, subcontractors of any tier, consultants, subconsultants of any tier, and material or equipment suppliers, to reproduce applicable portions of the work products in performing services for the project. Any unauthorized use of Contractor's work product for purposes unrelated to the project shall be at City's sole risk and without liability to Contractor.

**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:** Strategic Networks Group, Inc.  
Attn: Michael Curri, President  
2-137 Second Avenue  
Ottawa, Ontario, K1S 2H4, Canada

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 the applicable professional standard of 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. Insurance.**

**9.1** 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.

**9.2** 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 without the written permission of City.

**9.3** 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 may charge the cost against any moneys due Contractor hereunder or for any other contract.

**9.4** 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 coverages. The policies shall contain an endorsement naming the City, its council members, officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

**9.5** 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.

## 10. Termination.

**10.1** Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Contractor under any of the following conditions:

**10.1.1** If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of service. This Agreement may be modified to accommodate a reduction in funding.

**10.1.2** If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

**10.1.3** If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, suspended, revoked, or not renewed.

**10.1.4** If Contractor becomes insolvent, if a voluntary or an involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

**10.1.5** If Contractor is in breach of this Agreement, and such breach is not remedied as contemplated by Section 10.2 of the Agreement.

## 10.2 Breach of Agreement

**10.2.1** Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor fails to remedy a breach within three (3) working days of its actual notice or receipt of written notice from the City, City may terminate that part of the Agreement affected by the breach upon written notice to Contractor, may obtain substitute services in a reasonable manner, and may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.

**10.2.2** If the breach is material and Contractor fails to remedy the breach within three (3) working days of receipt of written notice from the City, City may declare Contractor in default, terminate this Agreement and pursue any remedy available for a default.

**10.2.3** Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this Section 10.2, Contractor shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Contractor to resume those services after

determining Contractor was not at fault, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

**10.2.4** In the event of termination of this Agreement due to the fault of the Contractor, City may immediately cease payment to Contractor, and when the breach is remedied, City may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement, along with any additional amounts for loss and damage caused to the City by the breach, and withhold such amounts from amounts owed by City to Contractor. If the amount due Contractor is insufficient to cover City's damages due to the breach, Contractor shall tender the balance to City upon demand.

**10.3** Termination for Convenience. City may terminate all or part of this Agreement at any time for its own convenience by providing three (3) days written notice to Contractor. Upon termination under this paragraph, Contractor shall be entitled to compensation for all services properly rendered prior to the termination, including Contractor's and sub consultants reasonable costs actually incurred in closing out the Agreement. In no instance shall Contractor be entitled to overhead or profit on work not performed.

**11. 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.

**12. Modification.** Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

**13. Waiver.** A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach. All waivers shall be done in writing.

**14. Indemnification.**

**14.1** Liability of Contractor for Claims Other Than Professional Liability. For claims for other than professional liability, Contractor shall defend, save and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities or omissions of Contractor, its subcontractors, sub-consultants, agents or employees under this Agreement. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Contractor.

**14.2** Liability of Contractor for Claims for Professional Liability. For claims for professional liability, Contractor shall save, and hold harmless City, its officers, agents and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor, its subcontractors, sub-consultants, agents or employees in the performance of professional services under this Agreement. A claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City.

**14.3** 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.

**15. Governing Laws.** This Agreement shall be governed by the laws of the State of Oregon.

**16. Compliance with Law.**

**16.1** Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

**16.2** Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the services provided for in the Agreement and shall be responsible for such payment of all persons supplying such labor or material to any subcontractor.

**16.3** Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Agreement.

**16.4** Contractor shall not permit any lien or claim to be filed or prosecuted against the City or its property on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien or claim so filed or prosecuted.

**16.5** Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.

**16.6** If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a subcontractor by any person in connection with the Agreement as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the Agreement. The payment of a claim in the manner authorized hereby shall not relieve the Contractor from his/her or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

**16.7** If the Contractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement within 30 days after receiving payment from the City, the Contractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

**16.8** Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

**16.9** No person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:

**16.9.1** Either:

**16.9.1.1** For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

**16.9.1.2** For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

**16.9.2** For all work performed on Saturday and on any legal holiday specified in ORS 279C.540;

**16.9.3** Contractor shall pay employees for overtime work performed under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

**16.10** The Contractor must give notice to employees who work on this Agreement in writing, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

**16.11** All subject employers working under the Contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

**16.12** All sums due the State Unemployment Compensation Fund from the Contractor or any subcontractor in connection with the performance of the Agreement shall be promptly so paid.

**16.13** Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

**16.14** Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business

enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**16.15** The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.

**16.16** If Contractor is a foreign contractor as defined in ORS 279A.120, Contractor shall comply with that section and the City must satisfy itself that the requirements of ORS 279A.120 have been complied with by Contractor before City issues final payment under this agreement.

**16.17** If this Contract exceeds \$50,000, is not otherwise exempt, and includes work subject to prevailing wage, Contractor shall comply with ORS 279C.838, ORS 279C.840, and federal law.

**16.18** Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244.

**16.19** Contractor shall ensure that any lawn and landscape maintenance, if applicable, shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

**16.20** Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017.

**16.21** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

**16.22** Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

**16.23** Any other condition or clause required by law to be in this Agreement shall be considered included by this reference.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

## **21. Mediation/Dispute Resolution**

**21.1** Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any arbitration or litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation or binding arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in the City of St. Helens, unless both parties agree in writing otherwise. If arbitration is selected by the parties, the parties shall exercise good faith efforts to select an arbitrator who shall be compensated equally by both parties. Venue for any arbitration shall be the City of St. Helens. Venue for any litigation shall be the Circuit Court for Columbia County.

**22. 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, expert fees and costs incurred therein at arbitration, trial and on appeal.

## **23. Records, Inspection and Audit by the City.**

**23.1** Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after City makes final payment on this Agreement and all other pending matters are closed.

**23.2** 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.



**23.3** 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 three (3) years after City makes final payment on this Agreement and all other pending matters are closed.

**23.4** This Section 23 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

**24. Force Majeure.** Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

**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 by its duly authorized undersigned agent, and Contractor has executed this Agreement on the date written below.

**CITY:**

**CITY OF ST. HELENS**

Council Meeting Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CONTRACTOR:**

Strategic Networks Group, Inc.

Signature: Michael Curri

Print: Michael Curri

Title: President

Date: July 23, 2024

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

## ATTACHMENT A Scope of Work

### City of St Helens Broadband Planning SNG Scope of Work July to October 2024

The following table outlines the scope of work with dates with not to exceed budget estimates. On a monthly basis, SNG will submit invoices as well as provide a summary of activities and deliverables invoiced at hourly rates (see SNG Consultant Rates).

| Item | Tasks and Deliverables   | Date         | Budget<br>(not to exceed) |
|------|--|--------------|---------------------------|
| 1    | Prepare draft resolution for St Helens to move forward for submission July 30th for August 7th Council meeting <ul style="list-style-type: none"> <li>• Input for legal staff to prepare resolution: background (reporting of last 3 years, opportunity to invest, action items (approx. one page) – temporary nature, support for an initiative</li> <li>• investment prepares for BEAD funding</li> </ul>  | Jul2024      | \$2.5K                    |
| 2    | Conduct due diligence with <b>three (3) network operator options</b> for greater St Helens area, that includes the following criteria: <ul style="list-style-type: none"> <li>• The company is an open access operator on at least one municipal or regional network in the USA</li> <li>• They have the ability (software, staff, processes) to scale their operations to properly position, attract and support a multi-retailer service network</li> <li>• They have an onsite / in region / partner presence that will allow them to properly support their customers</li> <li>• They have the capital backing to build out fiber to the home to 11,000+ premises</li> <li>• They are able to work with the communities to connect CAIs</li> <li>• They work with the county on the larger county wide and regional network vision</li> <li>• They are willing to commit to a 5-10 year contract to realize the buildout and the returns needed to be successful</li> <li>• Willingness of the partner / operator to share ownership of the network so that the community can control their digital future</li> <li>• Readiness and ability to invest in digital inclusion within the network footprint</li> </ul> | Jul-Aug 2024 | \$12.5K                   |
| 3    | Coordinate with greater St Helens area (St Helens, Scappoose, Columbia City) to prepare for digital infrastructure initiative <ul style="list-style-type: none"> <li>• Engage planning departments, Councils, etc.</li> <li>• Regular update meetings</li> <li>• Coordination and planning</li> </ul>  | Aug-Dec 2024 | \$10K                     |

|   |  |              |          |
|---|--|--------------|----------|
|   | <ul style="list-style-type: none"> <li>• Work with Paul Vogel to help coordinate</li> <li>• Work with Columbia County</li> <li>• Try to organize collective meetings</li> <li>• Localities to bring own funding to planning process</li> </ul>   |              |          |
| 4 | <p>Gather necessary information to develop a high-level design and cost estimate</p> <ul style="list-style-type: none"> <li>• Provided to network operator selected after due diligence</li> <li>• Coordination with local municipal and utility officials as needed</li> </ul>  | Sep 2024     | \$2.5K   |
| 5 | <p>Draft a broadband work plan for Greater St Helens Digital Infrastructure with action items from August 2024 to January 2025 to prepare for BEAD funding and St Helens' share of \$680 million allocated to Oregon. Action items will seek to coordinate with other municipalities for the Greater St Helens Digital Infrastructure.</p> | Aug-Oct 2024 | \$7.5K   |
|   | <b>Total</b> (not to exceed, invoiced at hourly rates on a monthly basis)  |              | \$35,000 |

Submitted to City of St Helens July 23, 2024.

## 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 |
|--|---|---|----------------------------|
| <b>General Liability</b>                     | Each occurrence   | \$1,000,000   | YES/NO                     |
|  | General Aggregate   | \$2,000,000   |                            |
|  | Products/Comp Ops Aggregate   | \$2,000,000   |                            |
|  | Personal and Advertising Injury   | \$1,000,000<br>w/umbrella or<br>\$1,500,000<br>w/o umbrella |                            |
| Please indicate if Claims Made or Occurrence |   |   |                            |
| <b>Automobile Liability</b>                  | Combined Single – covering any vehicle used on City business  | \$2,000,000   | YES/NO                     |
| <b>Workers' Compensation</b>                 | Per Oregon State Statutes<br>If workers compensation is not applicable please initial here _____. State the reason it is not applicable:<br>_____ |   | YES/NO                     |
| <b>Professional Liability</b>                | Per occurrence  | \$500,000<br>or per contract                                | YES/NO                     |
|  | Annual Aggregate  | \$500,000<br>or per contract                                |                            |

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.

Professional liability insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured.

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 Agreement 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 Agreement. Such certificates and/or binders must be delivered prior to commencement of the Services.

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 Agreement.

**ATTACHMENT C**  
**Terms of Compensation**

| <b>SNG Consultant Rates</b>              |                    |
|--|--------------------|
| <b>Professional Labor Category</b>       | <b>Hourly Rate</b> |
| Program Director/Principal               | \$212              |
| Senior Subject Matter Expert             | \$210              |
| Senior Consultant                        | \$190              |
| Senior Project Manager                   | \$160              |
| Senior Engineer                          | \$150              |
| Consultant/Design Engineer               | \$136              |
| Geographic Information System Specialist | \$125              |
| System Analyst/Technical Staff           | \$80               |
| Administrative Coordinator               | \$60               |

# BOATING FACILITY GRANT INTERGOVERNMENTAL AGREEMENT

Agreement No. 1735

This Agreement is between the State of Oregon acting by and through its State Marine Board (“OSMB”) and City of St. Helens (“Recipient”), each a “Party” and, together, the “Parties”.

## SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110. OSMB is authorized to provide grants for boating facility projects under ORS 830.150 and OSMB has sufficient facility grant funds available within its current biennial budget and has authorized expenditure on the Recipient’s Project as defined below, and the Recipient agrees to comply with Boating Facility Grant Program rules in OAR 250-014 and other OSMB adopted policies and procedures.

## SECTION 2: PURPOSE

The purpose of this Agreement is to set forth the obligations of both Parties in the development of recreational boating facilities at *St. Helens Courthouse Docks, to repair bullrails, wales, bumpers, through rods, rollers and decking surface of the short-term tie-up docks, replace one section of the debris deflection boom and inspect all boom connections*, hereinafter called the “Project,” as described in the Recipient’s Facility Grant Application *FG#1735* and Staff Report to OSMB. With this reference, the Facility Grant Application and Staff Report are made part of this Agreement. If a conflict exists between the Facility Grant Application, Staff Report and this Agreement, the Agreement will govern.

## SECTION 3: EFFECTIVE DATE AND DURATION

- 3.1 Term.** This Agreement is effective on the date of the last signature and terminates on the date 20 years after the date of Project completion or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with Section 16.
- 3.2 Project Completion.** The Project shall be completed, and final billing for the Project shall be submitted to OSMB, on or before June 30, 2023. Unless approved in writing, OSMB shall not be obligated to disburse any payments after this date.

## SECTION 4: AUTHORIZED REPRESENTATIVES

- 4.1** OSMB’s Authorized Representative is:

Janine Belleque, Boating Facilities Program Manager  
PO Box 14145, Salem OR 97309  
435 Commercial Street NE Suite #400, Salem Oregon  
(503) 378-2628 Office, [Janine.Belleque@boat.oregon.gov](mailto:Janine.Belleque@boat.oregon.gov)

- 4.2** Recipient’s Authorized Representative is:

John Walsh, City Administrator  
265 Strand Street, St. Helens, OR 97051  
(503)397-6272 Office, [jwalsh@sthelensoregon.gov](mailto:jwalsh@sthelensoregon.gov)

- 4.3** A Party may designate a new Authorized Representative by written notice to the other Party.

## SECTION 5: RESPONSIBILITIES OF EACH PARTY

### 5.1 Responsibilities of Recipient:

- 5.1.1 Project Timeline.** The Recipient is responsible for maintaining the project timeline for all dates and activities outlined as the Recipient's responsibility as identified in Attachment "A".
- 5.1.2 Matching Cash Funds.** The Recipient shall contribute the total sum of \$27,000.00 in cash and procure \$108,000.00 from Oregon Department of Fish and Wildlife federal Sport Fish Restoration funds as described in the Staff Report. \$25,000.00 of the Recipient cash is for 50 percent of the estimated cost of the debris deflection boom section replacement.
- 5.1.3 Matching Non-cash Resources.** The Recipient shall contribute the total sum of \$1,000.00 administrative match and \$3,000.00 force account labor, materials and/or equipment. These are non-reimbursable items.
- 5.1.4 Construction.** The Recipient shall award and monitor the contractor's performance under the construction contract or construction consultant contract in such a manner as to ensure compliance with Project plans and specifications. The Recipient must notify OSMB immediately of any proposed change in Project design, cost modifications, proposed change orders or modification of scope. The Recipient shall be responsible for all costs associated with unauthorized changes or modifications unless otherwise specifically agreed to in writing by OSMB.

### 5.1.5 Commercial and Other Uses.

- a. For purposes of this Section 5, Commercial Use means any activity on or affecting the Project that was not described in the Facility Grant Application or Staff Report, or not approved pursuant to OSMB Policy 93-06 or 93-02, where the Recipient:
  - has financial profit as a goal,
  - charges any fees or receives any benefit to provide services, supplies or goods, or
  - allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.
- b. Commercial Use is prohibited.
- c. Recipient must have the capability to make an ordinance, rule, or other regulation to the effect that the Projects are for the benefit of recreational boaters, including, but not limited to prohibiting single cars from parking in boat trailer parking spots. If, in the sole discretion of OSMB, the use by non-recreational boaters such as swimmers, fishermen, divers, crabbers' impact recreational boating uses or diminishes the useful life of the Project, then the Recipient must establish and enforce its ordinance, rule, or other regulation.



- d. If Project funded a pumpout or dump station in a marina or short-term tie-up dock, the Recipient must include language in its moorage agreement requiring use of the pumpout and/or dump station if a boat has a holding tank or marine toilet.
- e. Recipient must restrict use of the Project to only boats that comply with ORS 830.770 and 830.775.

**5.1.6 Project Sign.** The Recipient shall post in a conspicuous location at the site a sign identifying OSMB's participation and source of grant funds in the Project. The sign will be maintained during the term of the Agreement.

**5.1.7 Publications and Advertising.** The Recipient shall include the following statement if publishing any report, news release or publication regarding the project: *"Partial funding was provided by the Oregon State Marine Board Boating Facility Grant Program, investing fees and taxes paid by motorized boaters for boating facility improvements."*

**5.1.8 Public Access to Project.** During the term of this Agreement the Recipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

**5.1.9 User Fees.** Recipient shall notify and request written approval from OSMB of any user fees charged to recreational boaters for the use of the improvements described herein throughout the term of this Agreement. Fees charged shall be reasonable and are subject to review and approval by OSMB. If user fees are charged for the use of the completed Project, the Recipient shall maintain sufficient records and accounting procedures that demonstrate all of the gross income from the fees is used to defray direct operational costs (for example, maintenance and repair costs) for the Project. User fees may affect Maintenance Assistance Grant, as described in OAR 250-014-0300 thru 250-014-0305 eligibility on publicly owned and operated Projects.

**5.1.10 Maintenance.** The Recipient shall at all times be responsible for the maintenance and operation of the Project and related facilities during the term of the Agreement. This does not restrict the Recipient's ability to subcontract for the performance of maintenance and operation services. Such subcontractors would be subject to Section 5.1.13, Indemnification by Subcontractors.

**5.1.11 Payments.** Recipient agrees to:

- a. Make payment promptly as due to all contractors, subcontractors, vendors or any other persons supplying labor or materials for the Project;
- b. All employers, including Recipient that employ subject workers as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
- c. Not permit any lien or claim to be filed or prosecuted against OSMB, due to any construction or maintenance activities at the Project.

**5.1.12 Alternative Dispute Resolution.** The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**5.1.13 Indemnification by Subcontractors.** The Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

**5.1.14 Boating Facility Operation.** The Parties have entered into other grant agreement(s) 1032, 1087,1499, 1617-12, 0506-04, 2122-13, which provide for the Recipient to operate boating facilities, including but not limited to, [restrooms, boat trailer parking, docks, boat ramps]. The Recipient shall continue to operate those boating facilities for the duration of this Agreement, even if the terms of the other grant agreement(s) have expired.

## 5.2 Responsibility of OSMB:

5.2.1 OSMB shall pay Recipient as described in Sections 6 and 7.

## SECTION 6: CONDITIONS TO DISBURSEMENT

**6.1 Conditions Precedent to Any Reimbursement.** OSMB shall not be obligated to disburse any of the grant funds to reimburse the Recipient for Project costs hereunder unless OSMB has received from the Recipient:

- a. Prior to Project solicitation or construction, the final architectural and engineering plans, specifications, and cost estimate(s), statement of work, request for proposals or other documentation for the Project, documents must be in form and substance satisfactory to OSMB;
- b. Prior to Project construction a copy of all required, federal, state and local permits or approvals for the Project; and
- c. A copy of the contractor’s, vendor’s, supplier’s bid pricing, unless the Recipient is completing the Project; and
- d. Reimbursement Requests must be submitted on the approved OSMB Boating Facility Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties based on the percentage of their respective cash contributions as set forth in Section 5 and Section 7.

**6.2 Conditions Precedent to Partial Progress Payment(s).** OSMB shall not be obligated to

make partial progress reimbursement payment(s) hereunder until supporting documentation of the percentage of Project completion has been received, reviewed and approved by OSMB. In no event shall OSMB disburse more than ninety percent (90%) of the amount indicated in Section 7.1. as progress payments.

**6.3 Conditions Precedent to Final Payment.** OSMB shall not be obligated to make final payment hereunder until the following have been completed or supplied:

- a. Supporting documentation in form and content determined by OSMB, has been received reviewed and approved by OSMB; and
- b. Recipient provides a minimum of three photographs detailing the completed work. One photo must be of the installed sign crediting OSMB with funding the Project; and
- c. Inspection and approval of the Project by OSMB.

## SECTION 7: COMPENSATION AND PAYMENT TERMS

**7.1 Grant Funds.** Upon approval by its governing body, OSMB shall provide grant funds in the amount of *\$61,000.00 Boating Facility Grant* funds to the Recipient to fund the Project. \$25,000 of the awarded grant is for 50 percent of the estimated cost of the debris deflection boom section replacement. OSMB shall not provide to the Recipient, and the Recipient shall not use any funds described in this section for administrative or for accounting costs whether or not related to this Agreement.

**7.2 Payments.** After the Recipient awards the contract for the Project, and activities commence, OSMB shall, upon receipt of the Recipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to OSMB, disburse funds to the Recipient in accordance with Section 6 "CONDITIONS TO DISBURSEMENT".

**7.3 Overpayment.** In the event that the aggregate amount of OSMB's interim progress payments to the Recipient exceeds the allowable reimbursable costs of the Recipient for the Project, the Recipient agrees to refund to OSMB the amount paid in excess of such allowable expenses within thirty (30) days of final billing by the Recipient or the Project Completion Date, whichever is earlier.

**7.4 Disallowed Costs.** The Recipient agrees that payment(s) made by OSMB under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by OSMB not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Recipient shall pay OSMB the amount of such excess within 30 days after written notice of disallowed costs is provided by OSMB.

**7.5 Cost Savings.** Any cost savings realized on the Project shall be prorated between the Parties based on the percentage of their respective cash contributions as set forth in Section 7.1."GRANT FUNDS" and Section 5.1 "RESPONSIBILITIES OF RECIPIENT."

## SECTION 8: REPRESENTATIONS AND WARRANTIES

Recipient represents and warrants to OSMB that:

- 8.1** Recipient is a city, duly organized and validly existing. Recipient has the power and authority to enter into and perform this Agreement;
- 8.2** The making and performance by Recipient of this Agreement (a) have been duly authorized

by Recipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is party or by which Recipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement, other than those that have already been obtained;

- 8.3** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient enforceable in accordance with its terms;
- 8.4** Recipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Recipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 8.5** Recipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Recipient.

## **SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OSMB or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 10: OWNERSHIP OF WORK PRODUCT**

- 10.1** As used in this Section 10 and elsewhere in this Agreement, the following terms have the meanings set forth below:

- 10.1.1 Project Ownership.** OSMB acknowledges and agrees that the Project is the exclusive property of the Recipient. OSMB is neither responsible nor liable in any manner for the construction, operation, or maintenance of the Project.

## **SECTION 11: NO DUPLICATE PAYMENT**

The Recipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of

the State of Oregon, including, but not limited to, the Oregon Department of Fish and Wildlife, or the United States of America or any other party.

## **SECTION 12: CONTRIBUTION**

- 12.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 12 with respect to the Third-Party Claim.
- 12.2** With respect to a Third Party Claim for which OSMB is jointly liable with Recipient (or would be if joined in the Third Party Claim ), OSMB shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of OSMB on the one hand and of Recipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OSMB on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OSMB’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 12.3** With respect to a Third Party Claim for which Recipient is jointly liable with OSMB (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OSMB in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of OSMB on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of OSMB on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

## **SECTION 13: REMEDIES**

- 13.1** In the event Recipient is in default under Section 16.3, OSMB may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but

not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Recipient has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Recipient to perform, at Recipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 (in addition to the remedies provided in Section 7.3) of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

**13.2** In the event OSMB is in default under Section 16.3 and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 16, or in the event OSMB terminates this Agreement under Sections 16.1, 16.2, or 16.3, Recipient's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by OSMB, for work completed and accepted by OSMB within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims OSMB has against Recipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by OSMB, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that OSMB has against Recipient. In no event will OSMB be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Recipient exceed the amount due to Recipient under this Section 13.2, Recipient shall promptly pay any excess to OSMB.

## **SECTION 14: RECOVERY OF OVERPAYMENTS**

In addition to the remedies provided in Section 7.4, if payments to Recipient under this Agreement, or any other agreement between OSMB and Recipient, exceed the amount to which Recipient is entitled, OSMB may, after notifying Recipient in writing, withhold from payments due Recipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## **SECTION 15: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 12, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

## **SECTION 16: TERMINATION**

**16.1 Termination for Convenience.** The Recipient may terminate this Agreement at any time upon thirty (30) days prior written notice to OSMB; provided, however, that the Recipient shall, within thirty (30) days of such termination, reimburse OSMB for all funds contributed by OSMB to the Project; provided further that until the Recipient has fully reimbursed OSMB

for such funds, the Recipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of nine percent (0.9%) per annum, as authorized by ORS82.010 or, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand. After ninety (90) days OSMB will turn any delinquent debt over to the Department of Revenue for collection per ORS293.231.

**16.2 Termination Because of Non-Appropriation or Project Ineligibility.** OSMB, as provided in Section 27 “FORCE MAJEURE,” may modify or terminate this Agreement and at any time upon 30 days prior written notice to the Recipient, may modify or terminate this Agreement if:

- a. OSMB fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds as described in ORS 830.150.
- b. In the event insufficient funds are appropriated for the payments under this Agreement and the Recipient has no other lawfully available funds, then the Recipient may terminate this Agreement at the end of its current fiscal year, with no further liability to OSMB. The Recipient shall deliver written notice to OSMB of such termination no later than 30 days from the determination by the Recipient of the event of non-appropriation. OSMB shall pay for all authorized Project costs expended up to the date of written notice of termination.

**16.3 Termination for Default.** OSMB, at any time upon 30 days prior written notice of default to the Recipient, may modify or terminate this Agreement if:

- a. The design, permitting, or construction of the Project is not pursued with due diligence; or
- b. The Recipient’s fee simple title to or other interest in the construction sites or Project is not sufficient, legal and valid; or
- c. The construction of the Project is not permissible under federal, state, or local law; or
- d. The Recipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
- e. The Recipient, without the prior written approval of OSMB, uses the funds provided by OSMB hereunder to build any project other than the Project described in the final architectural and engineering drawings approved by OSMB; or
- f. The construction is not completed in a good and workmanlike manner or fails to comply with any required permits; or
- g. During the term of this Agreement, the Recipient fails to perform any obligation or requirement of this Agreement, including, but not limited to, exceeding the length of stay at a short term tie-up dock, allowing non-recreational boating use such as crabbing, fishing, swimming, diving or other activities to impact a recreational boaters ability to use the Project

or conveys the Project or the Project property or any part thereof or converts the use of the Project or the Project property to a use that precludes free and unencumbered recreational public boating access.

h. The Recipient defaults under any other agreement between the Parties.

**16.4 Rights and Remedies.** The Recipient shall, within 30 days of its receipt of a notice of default, cure the default or, if the default cannot be cured within 30 days reimburse OSMB for all funds contributed by OSMB to the Project. Further, OSMB shall have any and all rights and remedies available at law or in equity.

## **SECTION 17: NONAPPROPRIATION**

OSMB's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OSMB receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSMB, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OSMB.

## **SECTION 18: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the Parties.

## **SECTION 19: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 19. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 20: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 9, 10, 12, 14, 15 and 20 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## **SECTION 21: SEVERABILITY**

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.



## SECTION 22: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

## SECTION 23: COMPLIANCE WITH LAW

**23.1 Compliance with Law Generally.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Recipient and the Agreement. **Oregon False Claims Act.** Recipient acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Recipient pertaining to this Agreement, including the procurement process relating to this Agreement that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Recipient certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Recipient further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Recipient. Recipient understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or OSMB under this Contract or any other provision of law.

**23.2 Tax Compliance.** As set forth on Exhibit B, Recipient has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Recipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient's property, operations, receipts, or income, or to Recipient's performance of or compensation for any work performed by Recipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, or to goods, services, or property, whether tangible or intangible, provided by Recipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 23.2 constitutes a material breach of this Agreement. Further, any failure to comply with Recipient's certifications set forth in Exhibit B also shall constitute a material breach of this Agreement. Any failure to comply shall entitle OSMB to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

**23.2.1** Termination of this Agreement, in whole or in part;

**23.2.2** Offsetting against any amount owed to Recipient, and withholding of amounts otherwise due and owing to Recipient, in an amount equal to State's setoff right, without penalty; and

**23.2.3** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. OSMB may recover any and all damages suffered as the result of

Recipient's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

In addition, this Agreement will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Recipient's compensation under this Agreement or (ii) exercising a right of setoff against Recipient's compensation under this Agreement for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

## **SECTION 24: INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

## **SECTION 25: PERSONS NOT TO BENEFIT**

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

## **SECTION 26: INTENDED BENEFICIARIES**

OSMB and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 27: FORCE MAJEURE**

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OSMB may terminate this Agreement upon written notice to Recipient after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST**

Recipient may not assign or transfer its interest in this Agreement without the prior written consent of OSMB and any attempt by Recipient to assign or transfer its interest in this

Agreement without such consent will be void and of no force or effect. OSMB's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

## **SECTION 29: SUBCONTRACTS**

Recipient shall not, without OSMB's prior written consent, enter into any subcontracts for any of the work required of Recipient under this Agreement. OSMB's consent to any subcontract will not relieve Recipient of any of its duties or obligations under this Agreement.

## **SECTION 30: TIME IS OF THE ESSENCE**

Time is of the essence in Recipient's performance of its obligations under this Agreement.

## **SECTION 31: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 32: RECORDS MAINTENANCE AND ACCESS**

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OSMB and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

## **SECTION 33: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

## **SECTION 34: ADDITIONAL REQUIREMENTS**

Recipient shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

**SECTION 35: AGREEMENT DOCUMENTS**

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, the Facility Grant Application, Recipient Staff Report, attached Exhibit A (the Project Timeline), Exhibit B (Certificate of Tax Compliance), and Exhibit C (Additional Requirements).

**SECTION 36: ATTORNEY FEES**

In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

**SECTION 37: SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**STATE OF OREGON acting by and through its State Marine Board.**

\_\_\_\_\_  
Larry Warren, Director \_\_\_\_\_  
Date

**City of St. Helens**

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title:

**Approved for Legal Sufficiency in accordance with ORS 291.047**

Approval Authorized by Letter August 2, 2017  
Steven Marlowe, Assistant Attorney General Date

**EXHIBIT A**  
**PROJECT TIMELINE**

| Responsibility | Date                        | Description   |
|----------------|-----------------------------|---|
| Recipient      | September 2024              | Solicit for quotes to replace the debris boom section                                 |
| OSMB           | Ongoing                     | Provide assistance to Recipient throughout process                                    |
| Recipient      | December 2024-June 30, 2025 | Debris boom section is fabricated, delivered and installed                            |
| Recipient      | June 2024-June 2025         | Complete repairs to the short-term tie-up dock  |
| Recipient      | June 2025                   | Receive consultant invoices, issue payment and request final reimbursement from OSMB. |
| OSMB           | June 2025                   | Issue final reimbursement, close the grant and term of the grant begins.              |

**EXHIBIT B**

**CERTIFICATION OF TAX COMPLIANCE**

The individual signing on behalf of Recipient hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

1. The number shown on this form is Recipient's correct taxpayer identification;

Federal Tax Number \_\_\_\_\_

Oregon Tax Number \_\_\_\_\_

Organizational DUNS \_\_\_\_\_

2. Recipient is not subject to backup withholding because:

(i) Recipient is exempt from backup withholding,

(ii) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends, or

(iii) the IRS has notified Recipient that Recipient is no longer subject to backup withholding.

3. S/he is authorized to act on behalf of Recipient; s/he has authority and knowledge regarding Recipient's payment of taxes,

4. For a period of no fewer than six calendar years preceding the Effective Date of this Contract, Recipient faithfully has complied with:

(i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient's property, operations, receipts, or income, or to Recipient's performance of or compensation for any work performed by Recipient;

(iii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, or to goods, services, or property, whether tangible or intangible, provided by Recipient; and

(iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Recipient Signature \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT C

### ADDITIONAL REQUIREMENTS

1. Recipient will provide quarterly progress reports and photos of the project.
2. If the project impacts recreational boating use of the docks, pumpout or dump station, post advanced notice a minimum of two weeks prior to facility closure or partial closure. Additionally, the Recipient will complete outreach to users through resources such as local media, social media, websites, ODFW District, and angling and boating organizations.
2. OSMB will post notice of facility closure or partial closure on website, online boating map and through social media.

AMENDMENT NO. 1

TO THE

LETTER OF INTENT BY AND BETWEEN ST. HELENS AND PROJECT ARCADIA (“LOI”)

Related St. Helens Industrial Business Park - Site: A Portion of Parcels 22 and 23 and Right OF First Refusal for Adjacent Plots

Dated April 24, 2024

The City of St. Helens (“Seller”) and Project Arcadia (“Purchaser”) both agree to amend the above described LOI, effective as of the date below, as follows: Seller has agreed not to market or offer the Premises for sale to any third party until after August 31, 2024. In no event shall this amendment to the LOI be deemed to waive Seller’s right under the “Escrow and Title Company” section of the LOI to end negotiations of the P&S Agreement in its sole business discretion (including prior to August 31, 2024).

No other amendments are made to the LOI pursuant to this agreement.

AGREED AND ACCEPTED:

**SELLER**

City of St. Helens

By:

Title:

Date: July 24, 2024

AGREED AND ACCEPTED:

**PURCHASER**

Project Arcadia

By:



Title: Partner

Date: July 24, 2024



City of St. Helens  
INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and entered into by and between the **City of St. Helens**, an Oregon municipal corporation (the "City"), and **Treadway Events & Entertainment LLC.**, an Oregon limited liability company ("Contractor"), collectively the "Parties" and each a "Party".

**RECITALS**

- A. The City is in need of services to produce and manage the events listed in Attachment A attached hereto and incorporated herein by reference (each an "Event" and collectively, the "Events").
- B. The City has determined Contractor to be qualified and capable of performing the services sought by the City.

NOW, THEREFORE, the Parties agree as follows:

**AGREEMENT**

- 1. Engagement.** The City hereby engages Contractor to provide services related to special events management, and Contractor accepts such engagement on the terms and conditions set forth herein.
- 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 (the "Services").
- 3. Term.** This Agreement shall become effective upon the full execution by the Parties (the "Effective Date") and shall terminate on December 31, 2025, unless sooner terminated or extended in accordance with the terms stated herein (the "Term"). The Term may be extended annually for up to three (3) years through December 31, 2028 by mutual written agreement of the Parties. Notice of intent to extend shall be provided by the City to Contractor in writing no later than 60 days prior to December 31<sup>st</sup> of each year. If an extension is not agreed to by the Parties in writing by January 31<sup>st</sup>, the City may solicit the Services in accordance with the City's public contracting code and the Oregon Public Contracting Code, or manage the Services internally.
- 4. Compensation.** The terms of compensation for the Contractor shall be as provided in Attachment C attached hereto and incorporated herein by reference.
- 5. Budgeting/Purchases on Behalf of City.** Contractor shall submit budget proposals for the Events by January 31<sup>st</sup> of each year. The City shall promptly review and request revisions or approve the budget proposals by March 1<sup>st</sup> of each year. Contractor shall perform

and complete the services set forth in Attachment A within the final budget agreed to by the Parties in writing ("Approved Budget").

**5.1. Purchases on behalf of City equal to \$20,000, but less than \$50,000.**

Any expense related to the purchase of any assets or equipment on behalf of the City in an amount equal to or greater than \$20,000 (Twenty thousand dollars), but less than \$50,000 (Fifty thousand dollars) shall require pre-approval from the City Administrator. Any expenditures made under this category without pre-approval will be the sole responsibility of Contractor.

**5.2. Purchases equal to or greater than \$50,000.** Any expense related to the purchase of any assets or equipment on behalf of the City in an amount equal to or greater than \$50,000 (Fifty thousand dollars) shall require pre-approval from the City Council, in accordance with the City's public contracting code. The Finance Director shall also be informed of the asset purchase price and description for auditing purposes. Any expenditures made under this category without pre-approval will be the sole responsibility of Contractor.

**5.3. Process and Method.** All expenditures in connection with the Events shall be made by Contractor using a credit/debit card issued to Contractor by the City or check issued by the City Finance Department from the Events Account (as defined below). No purchases or exchanges of services shall be made as a method or form of payment between parties. Contractor shall be responsible for assuring that all payables and disbursements actually incurred or paid by Contractor in connection with Contractor's rendering of Services are within the Approved Budget, which shall include, without limitation, payments to vendors and groups that assist tourism activities for payment, and all lease payments, utilities, and taxes relating to use of the Masonic Building ("Masonic Building Costs"), as well as all expenses relating to garbage and temporary facilities. Credit/debit card receipts shall be provided to the City Finance Department by the 5<sup>th</sup> day of the month for expenditures incurred during the prior month and Contractor shall include documentation indicating event / purpose of expenditure.

**5.3.1 Masonic Building Costs.** The Parties acknowledge that the owner of the Masonic Building requires the Masonic Building Costs be paid by the City (and not by Contractor) and that the City shall use Events Funds in the Events Account to pay such Masonic Building Costs. The City shall provide Contractor with estimates of Masonic Building Costs for Contractor's annual budgeting purposes and City shall provide Contractor with written itemized documentation of City's payments of Masonic Building Costs to the owner of the Masonic Building, within a reasonable amount of time after each such payment (or upon Contractor's written request for such documentation).

**5.4. Contractor's Discretion.** Provided Contractor receives approval as set forth in Sections 5.1 and 5.2 above, Contractor shall have discretion and control to utilize any assets or

equipment as Contractor deems appropriate or necessary to perform the Services. This Section 5 is not intended to interfere with Contractor's ability to purchase any assets or equipment on Contractor's own behalf for Contractor's business as Contractor deems appropriate or necessary to perform the Services.

**6. Specific Event Planning.** With the exception of a written plan and summary of the Spirit of Halloweentown Event, Contractor shall submit to the City Administrator, City Public Works Director, and City Police Chief a written plan and summary of each Event at least 60 days in advance of the start date for each such Event for their review. The Contractor shall submit to the City Administrator, City Public Works Director, and City Police Chief the written plan and summary of the Spirit of Halloweentown Event no later than 90 days in advance of the start date of the Spirit of Halloweentown Event (except with respect to the 2024 Spirit of Halloweentown Event, for which in which Contractor shall submit to the City Administrator, City Public Works Director, and City Police Chief the written plan and summary of the Spirit of Halloweentown Event as soon as possible after the Effective Date). The City has the right to request changes to the Event plan to ensure fiscal responsibility, safety and security, and assurances of proper set-up of equipment and staff time is allocated to create a successful event. The City may request additional information or additional resources be allocated to ensure the safety and security of an Event, which may include additional costs at the burden of the Events Account and overall program expenditures and the Approved Budget in connection with such Event shall automatically increase by an amount equal to such additional costs. City Administrator, City Public Works Director, and/or City Police Chief or their respective departments requesting changes or additional resources shall make their request in writing to the City Administrator and Contractor no less than 45 days prior to the start date of the applicable Event.

**7. End of Event and End of Year Reporting Standards.** The Contractor is required to produce a written report after each Event and submit the report to the City Administrator no later than 45 days after each Event. This report will be made available to the City Council at their request. The report shall include: (a) a summary of revenues and expenditures for the Event; (b) a summary of feedback from local business owners and community members; and (c) a summary of recommended improvements for the following year.

**8. Revenue/Banking Services.** City shall establish an account at a local bank branch (the "Events Account") to hold all monies generated by the Events ("Events Funds"). City shall take such necessary steps to provide Contractor with authorization to deposit Events Funds into the Events Account, as well as login-access such that Contractor can connect its accounting management software. Contractor shall initiate a deposit of all Events Funds generated and received by Contractor in connection with the Events, including but not limited to all cash payments, funds generated through the City's tourism websites and electronic transactions in any form, into the Events Account within three (3) business days of receipt of such Events Funds by Contractor. The Parties shall have joint access to the Events Account and receive

monthly account statements. The monthly account statements shall be reconciled by the City to ensure proper accounting. For purposes of this Agreement, Events Funds are defined as any and all gross revenue generated by any Events set forth in Attachment A, or any other Events for which Contractor is managing as mutually agreed upon by the Parties in writing. The City agrees to deposit all existing revenues from previous Events into the Events Account promptly after execution of the Agreement and establishment of the Events Account.

**8.1. Electronic payments.** Contractor shall use commercially reasonable good faith efforts to set up all electronic payments received in connection with the Events to be deposited directly into the Events Account. Contractor shall further use commercially reasonable good faith efforts to provide the City Administrator and City Finance Director with access to all electronic processing sites to confirm payments and processing reports. City acknowledges that Contractor shall engage a ticket sales service provider in connection with Event ticket sales.

**9. Compliance.** The City, at its discretion, may suspend or withhold payments in the event Contractor fails to materially comply with requirements in this Agreement after Contractor has been notified in writing of such non-compliance and has been given a reasonable opportunity to cure. 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. The City represents and warrants that: (a) to the best of its knowledge, in the exercise of reasonable prudence and due inquiry, no provision of this Agreement creates an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution; and (b) funds to pay Contractor's compensation hereunder in connection with services rendered in current fiscal year have been appropriated in compliance with applicable law and City shall use good faith efforts to appropriate Contractor's compensation in compliance with applicable law for the remainder of the Term. City shall notify Contractor in writing immediately upon City's discovery or conclusion or likely conclusion that the City is unable to timely pay Contractor its compensation due to the debt limitation provision of Article XI, Section 9 of the Oregon Constitution or the City's the funds not being appropriated in accordance with applicable law.

**10. Independent Contractor.** 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 to City employees. Contractor is not an officer, employee, or agent of the State or Department as those terms are used in ORS 30.265 of the Oregon Tort Claims Act, and Contractor is not to be considered an officer, employee, or agent of the City for any purpose. Contractor certifies that it currently has a City business license or will obtain one prior to rendering Services under this Agreement.

All persons employed or engaged by Contractor and that may participate in the Contractor's performance of the Services ("Contractor Personnel") shall be considered Contractor's employees, subcontractors, agents, or principals and not principals, agents, or employees of the City. Contractor covenants and agrees not to hold itself out as an employee of the City and Contractor acknowledges that its employees have no right or entitlement in or to any right, privilege or benefit which would accrue to an employee of the City for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code related to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k), and other benefit payments.

**11. Location, Resources and Equipment.** As an independent contractor providing Services to the City hereunder, Contractor will provide any resources it determines are needed to provide the Services. Contractor shall be responsible, at its own cost and expense, to furnish the necessary personnel, incidental services, equipment and facilities to perform the Services at its own office location, including without limitation its own computer, internet access, facsimile machines, photocopy machines, computers, printers and other equipment and facilities necessary to perform his responsibilities hereunder. Nothing in this Agreement shall be deemed a requirement that Contractor incur a cost or expense except as it chooses in its sole discretion. Notwithstanding the above, Contractor shall be permitted access to use of City facilities and equipment when at the City location as requested and approved by City, and only to the extent necessary to perform the Services.

Contractor shall be provided use of specific areas of City Hall during specified events and provide access to adequate storage facilities that contain City assets and tourism related materials. No official place of City business, desk, or office shall be used by Contractor during normal business hours. Contractor may use shared common space within City Hall (except at the front of City Hall) to conduct business during regular City hours of operation but shall not intentionally deter employees from needed meeting spaces. Contractor shall use commercially reasonable good faith efforts to ensure that citizens and patrons do not get the impression that Contractor Personnel are employees of the City and Contractor shall not assist customers of City Hall during normal City Hall hours of operation.

**12. Hiring Employees.** Contractor may select and hire individuals to assist Contractor in providing the Services as employees or independent contractors. Contractor shall comply with applicable federal, state, regional and local laws and regulations in performing the services and in any of its dealings with its employees, including, but not limited to, laws and regulations regarding workplace safety, immigration, payment of wages, child labor, discrimination, harassment, retaliation and protected leaves.

**12.1.** Contractor Personnel and Event volunteers will wear clothing that states "Event Staff" during all Events.

**12.2.** In the event Contractor utilizes City employees to perform work, Contractor agrees that Contractor shall reimburse City from the Events Account for the actual and verifiable use of such employees at rates agreed to in writing and in advance by the Parties. The City will provide a work force to place any assets that physically connect to a City or County structure. All work provided during normal business hours by City employees shall be tracked and billed monthly to Contractor for accounting purposes and to ensure transfer of funds. Contractor will pay for such bill with the funds in the Events Account. City employees may volunteer at Events (subject to Contractor's approval and policies, which may include requiring such volunteers to sign a release and assumption of risk agreement) after normal working hours and shall not be billed to or by the City for their time.

**13. Ownership and Work Made for Hire.** City currently owns several websites and social media accounts ("City Website and Social Media Channels") that Contractor may be given access to convey appropriate marketing for Events. Any ads or materials created by Contractor for public use shall become the property of the City and deemed "Event Materials" as defined below. Any reuse or alteration of Event Materials by the City shall be at City's sole risk. During the Term, the City hereby grants Contractor the right to use the name, intellectual property, signage, trade names, trademarks, trade dress, service marks, copyrights, slogans, verbiage and logos of City and/or the Events in and in connection with the Event and the marketing, advertising, promotion, and/or publicity thereof ("City Marks").

**13.1.** All materials produced for the City by Contractor or Contractor Personnel performing services covered by this Agreement ("Event Materials") shall be deemed "work made for hire" within the meaning of the U.S. Copyright Act, as amended. If any portion of the Event Materials is determined not to be a work made for hire, Contractor hereby sells, assigns, and transfers to the City all present and future right, title, and interest, including all copyrights and trademarks, so that all copyrights for the Event Materials will immediately and automatically be the sole and absolute property of the City. Contractor shall, at the expense of City, execute any instruments (after Contractor has a reasonable opportunity to review and comment thereon) and do all other acts reasonably requested by City that are consistent herewith (both during and after the Term) to vest more fully in City all ownership rights in the Event Materials. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, Contractor will retain ownership and possession of, and will not be required to deliver, license or grant any rights to City, in or to any of Contractor-owned mechanical or electronic devices, source or object code or application software (including, without limitation, computer code, data or files), computer graphic models, processes, know how, methods, procedures, research and development, technologies or proprietary materials and generic or stock elements not provided by City, which are used as tools to create the Event Materials and/or are tools developed in connection with Contractor's services hereunder (collectively, "Contractor Material"). Contractor owns the Contractor Material, as well as all intellectual property rights related to the Contractor Material (and any subsequent modification thereto or enhancement thereof), including but not limited to, any copyrights, trademarks, trade secrets

or patents in connection therewith and the same are expressly excluded from, and will not be deemed to be, the Event Materials. Contractor hereby grants to City a perpetual, irrevocable and non-exclusive license to use the Contractor Material solely as incorporated in the Event Materials solely for City's promotion of Events and for the City's internal and reporting purposes. Except to the extent required to exercise its rights in and to the Event Materials in accordance with this Agreement, City shall not permit any other person or entity to access or use the Contractor Material licensed hereunder.

**13.2.** By January 31<sup>st</sup> of each year, Contractor shall submit to the City Administrator a summary of all Events produced during the prior year. Such summary shall include all relevant documentation, paperwork, and backup materials for the previous years' Events to ensure a continuity of tourism operations should the current contractor not be selected to provide services in the new year.

**14. Notices.** All notices or other communications required or permitted hereunder shall be in writing, and shall be considered as properly given if (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (b) by delivering same in person to the intended addressee, (c) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (d) by electronic mail at the electronic mail address commonly used by the recipient in the conduct of communications between the Parties. Notice sent pursuant to clause (a) shall be effective three (3) business days after its deposit with the United States Postal Service; notice sent pursuant to clause (b) shall be effective upon receipt by the intended recipient; notice sent pursuant to clause (c) shall be effective upon the date delivered by such a commercial delivery service; and notice given by email delivery pursuant to clause (d) shall be effective upon being sent by the sender. Notices sent by mail or email shall be addressed as follows:

City: City of St. Helens  
 Attention: City Administrator  
 265 Strand Street  
 St. Helens, OR 97051  
[Email: jwalsh@sthelensoregon.gov](mailto:jwalsh@sthelensoregon.gov)

Contractor: Treadway Events & Entertainment LLC.  
 Attention: Brandon Treadway  
 465 NE 181st. Avenue, #58  
 Portland, Oregon 97230  
[Email: brandon@treadwayevents.com](mailto:brandon@treadwayevents.com)

Any Party may designate a different address by giving notice to the other Party delivered in accordance with the provisions of this paragraph.

**15. Standard of Care.** Contractor shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

**16. Consequential Damages.** Neither Party shall be liable to the other for consequential, indirect, special or punitive 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.

**17. Insurance.** 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.

**17.1.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew coverage without thirty (30) days' prior written notice to the City.

**17.2.** 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.

**17.3.** 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). Renewal certificates shall be sent to the City at least ten (10) days prior to coverage expiration.

**17.4.** 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.

**18. Workers' Compensation.** Contractor shall carry workers' compensation insurance as and to the extent required by law and shall provide the City with appropriate proof of such insurance reflecting the required coverage prior to commencement of any Services. Contractor assumes full responsibility for any liability and exposure under law relating to workers' compensation because of Contractor's performance of Services under this Agreement and will hold the City harmless for and from any industrial accident or liability that is attributable to



Contractor, except to the extent caused by the negligence or willful misconduct of the City or the City's officers, employees, elected or appointed officials, third party contractors, volunteers, or agents ("City Personnel").

**19. Termination.** At any time and without cause, the City or Contractor shall have the right in their sole discretion to terminate this Agreement by giving 90 days written notice to the other Party. If City terminates this Agreement pursuant to this section, the City shall pay Contractor compensation and applicable Net Revenue (as defined in Attachment C) earned and accrued for services rendered to the date of termination, including Contractor's and subcontractors' reasonable costs actually incurred in closing out the Agreement. In no instance shall Contractor be entitled to overhead or profit on work not performed.

**20. No Third-Party Rights.** This Agreement shall not create any rights in or inure to the benefit of any parties, whether directly, indirectly, or otherwise, other than City and Contractor or their partners, successors, executors, administrators, and assigns as provided in Section 28 of the Agreement.

**21. Modification.** Any modification of the provisions of this Agreement shall be set forth in writing and signed by the Parties.

**22. Waiver.** A waiver by a Party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

**23. Representations and Warranties.** City represents and warrants that: (a) City has the full right, power and authority to enter into this Agreement and to grant Contractor all rights provided by this Agreement; (b) the consent of no other person or entity is required to enable Contractor to use the City Marks or City Website and Social Media Channels as described in this Agreement or as otherwise permitted by City in writing; (c) Contractor's use of the City Marks or any other materials the City provides Contractor for use in connection with the Events will not defame, infringe upon or violate the rights of, any third parties; (d) the Event locations and any and all facilities the City makes available for the Events and/or Contractor's use in connection with the Services are maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances, are free of latent defects or illegal conditions of which City is or should be aware except those of which City has notified Contractor; (e) City will maintain the Event locations and any and all facilities the City makes available for the Events and/or Contractor's use in connection with the Services in useable condition for all uses contemplated hereunder; (f) if the City is not the legal owner of any Event locations or facilities the City makes available for the Events and/or Contractor's use in connection with the Services, the City has secured from the legal owner the right and authority for Contractor to utilize such locations and facilities as provided hereunder; (g) the City has the right to grant Contractor the use of any equipment that the City makes available for Contractor's use in connection with the Events and the Services ("City Equipment") and such City Equipment is in good repair and

working order having passed all necessary inspection and licensing requirements and in full compliance with all applicable laws, rules and regulations as of the date of Contractor's use; (h) the City Equipment is free of latent defects or illegal conditions of which the City is or should be aware; (i) that the boat/watercraft/maritime vessel ("Vessel") used in connection with Events is in first-class operating and seaworthy condition and capable of performing the intended use(s) of transporting people and equipment; (j) the City shall, if necessary, disclose to any insurer the use of the Vessel in connection with Events; (k) if the City is not the legal owner of the Vessel, the City has secured from the legal owner the right and authority for Contractor to obtain and maintain insurance for use of the Vessel in connection with the Events as expressly set forth in this Agreement; (l) the Vessel has been maintained by City (or the Vessel's owner if the City is not the owner) in compliance with all applicable federal, state and local laws, rules regulations, codes and ordinances, including, without limitation, all Coast Guard, environmental, and health and safety laws, rules, regulations, codes and ordinances, as well as all manufacturers' specifications; and (m) the City shall timely render all required decisions and approvals so as not to frustrate Contractor's ability to render Services. Contractor shall not be held responsible or liable for any resulting delay in providing Services or otherwise due to City's breach of this Section 23.

**24. Indemnification.** Contractor shall defend, indemnify and hold harmless the City and City Personnel from any and all liability, causes of action (by third parties), third party claims, losses, damages, judgments or other costs or expenses including reasonable outside attorneys' fees ("Claims") that arise from the negligent or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor, except to the extent that the Claims arise out of the negligence or willful misconduct of the City or City Personnel. To the extent allowed by the Oregon Constitution and the Oregon Tort Claims Act, City shall defend, indemnify and hold harmless the Contractor and Contractor Personnel from and against any and all Claims that arise from the City's breach of this Agreement and/or the negligent or willful misconduct of City or City Personnel, except to the extent that the Claims are covered by Contractor's indemnification obligation hereinabove.

**24. 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.

**25. Compliance with Law.**

**25.1.** The Parties shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

**25.2.** 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.

**25.3.** Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

**25.4.** Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations and shall also comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

**25.5.** Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.

**26. Confidentiality.** Contractor understands the nature of the Services means the Contractor may be privy to information that is identified to Contractor as confidential or proprietary and shall not be disclosed to any third person or entity either during the term of this Agreement or after its termination, except as follows: (a) as authorized by City in writing, (b) as required by law or court order, or (c) to Contractor's representatives and advisors who require the information in order to advise Contractor in accordance with the Agreement.

**27. 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 (which shall not be unreasonably withheld, conditioned or delayed).

**28. 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.

**29. Assignment.** This Agreement shall not be assigned by either Party without the express written consent of the other Party. Contractor shall not assign Contractor's interest in this Agreement without the prior written consent of the City.

**30. Dispute Resolution.** 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.

**31. Force Majeure.** Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the Parties so disabled, including, but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, pandemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather, inability to secure sufficient power, essential commodities, necessary equipment, adequate transportation or transmission facilities, any applicable law, or insufficient funds due to no fault of Contractor, or delay of subcontractor or supplies due to such cause; provided that the Parties so disabled shall within ten (10) days from the beginning of such delay, notify the other Party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim of additional compensation. Each Party shall, however, make good faith reasonable efforts to remove or eliminate such a cause of delay and shall, upon cessation of the cause, diligently pursue performance of its obligation under this Agreement.

**32. 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 outside attorney fees and costs incurred herein at trial and on appeal.

**33. Inspection and Audit by the City.** Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that 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 public documents shall be provided to the City free of charge that do not conflict with any third party or contractor that requires nondisclosures to obtain engagement. The Events Account is considered part of the financial records for purposes of this section.

**33.1.** The City shall have the right to inspect and audit financial records pertaining to the services under this agreement at any time during the term of this agreement or within three (3) years following the termination or expiration of this Agreement.

**34. 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. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and which taken together shall constitute one and the same instrument. Scanned and electronic signatures provided hereto will be deemed original for all purposes hereunder.

**35. Severability.** 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.

**36. Headings.** The descriptive headings of the several sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

*[Signature Page to Independent Contractor Agreement Follows]*

**IN WITNESS WHEREOF**, the City has caused this Agreement to be executed by its duly authorized undersigned agents, and Contractor has executed this Agreement on the date written below.

**City of St. Helens Council Meeting Date of Approval:**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Contractor:**

Treadway Events & Entertainment LLC.

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

**Printed Name:** Brandon Treadway

**Title:** Sole Member

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

*[Signature Page to Independent Contractor Agreement]*

**ATTACHMENT A**  
**City of St. Helens, Oregon**  
**Special Event Coordination and Management Services**  
**Scope of Work**

**TOURISM PROGRAM OBJECTIVE**

The primary objective of the City's Tourism program is to draw people to the St. Helens community for a positive visitor experience. The strategy proposed for achieving this goal is to continue producing meaningful events and activities that draw visitors, fill hotel rooms, support local merchants, and improve community identity and livability. To ensure sustainability, the program costs are expected to be fully recovered through event revenues and sponsorships. It is the expectation of the Contractor to generate all revenue to cover the event expenses including lease of the Masonic Building and utilities. Only the Compensation will be paid by the City to the Contractor utilizing funds appropriated and accounted for in the Events Account (i.e., funds the City deposits into the Events Account and/or Events Funds in the Events Account). It is the further expectation that the City will not withdrawal funds from the Events Account except to pay the Masonic Building Costs and to pay Contractor the Compensation and Incentive Compensation.

**EVENT DESCRIPTIONS**

**1. 13 Nights on the River**

This popular 13 Nights on the River concert series has been a Thursday night favorite in the Columbia View Park from June through Labor Day. The event entails live music and other entertainment along with food and other vendors to attract citizens and visitors to our community.

**2. Fourth of July**

The Independence Day celebration has been a long-standing tradition on the waterfront. Contractor should anticipate working collaboratively with community organizations to ensure a quality and cost-effective event.

**3. Spirit of Halloweentown**

This event has grown into an international event attracting tens of thousands of visitors to experience the magical place where Halloweentown was filmed in 1998. The event has expanded from a modest community celebration into a month-long program where the City transforms and embraces the Spirit of Halloweentown. Past activities have included celebrity visits, character actors, music, performances, meet and greet events, tractor rides, parking management, vendor management, city tours, haunted houses, a

gift shop, and much more. The event provides the opportunity for community organizations and nonprofits to generate revenue to support community programs throughout the year while supporting local business and covering the expenses of operating the event.

4. Christmas Tree Lighting

The Christmas Tree lighting ceremony occurs annually on the evening the Portland Christmas Ships visit in December. This event oversees the decorating and take down of the Court House Plaza decorations including the Christmas Tree lighting and activities the night of the event. Traditionally, the City Public Works employees will assist in the tree installation and decorations. The City provides the ship captains' dinner, Santa and Mrs. Claus visit, amplified or live holiday music, free hot chocolate, and warming barrels along the waterfront.

5. Other events

Contractor and City may opt to produce additional events and activities throughout the year to ensure program sustainability (which shall be agreed to in writing signed by the Parties). Such additional events must be authorized by the City Administrator and City Council. These additional events should be produced with no additional cost burden to the City. No additional compensation is provided to Contractor for additional events, however additional revenue and sponsorships may increase the revenue sharing portion of the contract at the end of the year that is paid to Contractor.

## **SCOPE OF SERVICES**

Contractor will be responsible for all coordinating and managing City Events from inception to completion. Contractor's services may include the following:

- Advertising, promoting, and marketing Events.
- Manage the City's social media and event accounts.
- Create, manage, and reconcile event budgets, revenues, and expenditures.
- Solicit sponsorships for Events.
- Create and coordinate informal brochures for visitors.
- Provide adequate Event staffing and management services. For the sake of clarity, except for Contractor's on-site event staff manager(s)/coordinator(s), expenses for all other paid event staff (e.g., security, parking attendants, trash management, gift shop clerks, concierges, setup and strike labor, production labor, ticket sales personnel, etc.) shall be included in the applicable budget(s) for the Events.
- Recruit musical talent.
- Coordinator vendors.
- Ensure clean-up during and after each Event without burdening City staff.
- Coordinate with City and County departments to ensure good communication and event logistical support.



- Utilize, manage, and coordinate community volunteers.
- Ensure deliverables are on time, on budget and meet City expectations.
- Report/Update verbally and in writing, as requested, to the City Administrator on Events.
- Submit written final reports to the City Administrator timely and accurately as outlined in the Agreement.

## ATTACHMENT B

### City of St. Helens, Oregon Special Event Coordination and Management Services 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 towards, insurance provided by the Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

- General Liability Insurance:  
Each Occurrence: \$1,000,000  
General Aggregate: \$2,000,000
- Automobile liability insurance:  
Combined Single Limit: \$2,000,000
- Workers' Compensation insurance per Oregon state statutes.

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 the City Administrator. Contractor agrees to deposit with the City, promptly after both Parties sign the Agreement, 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 Agreement 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 Term. Such certificates and/or binders must be delivered prior to commencement of the Services. 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 to the extent caused by Contractor's and/or Contractor's employees', contractors', or agents' negligence or neglect connected with this Agreement.

## **ATTACHMENT C**

### **City of St. Helens, Oregon Special Event Coordination and Management Services Terms of Compensation**

City agrees to pay Contractor \$191,600 (One Hundred Ninety One Thousand Six Hundred Dollars) per year ("Compensation"), paid in equal monthly installments for and in consideration of the faithful performance of the Services. Any reimbursable approved expenses shall be billed to the City at cost without markup. The monthly installment shall be billed to the City through an invoice to the City's Finance Department for payment after approved signature from the City Administrator (which signature shall not be unreasonably withheld, conditioned, or delayed), but in any event within 30 days after the City's Finance Department receives the invoice. At the end of each calendar year, the City will review revenue and expenditures within the Events Account for all Events, and the City will determine the Net Revenue of the Events for the calendar year ("Event Year End Accounting"). This Event Year End Accounting shall be completed within 60 days after the end of the calendar year. Within 15 days after completion of the Event Year End Accounting, the City will provide Contractor with a full written report of the Event Year End Accounting and pay Contractor an amount equal to the Incentive Compensation (as defined below). To encourage growth and advancement of the tourism program in St. Helens, Contractor shall be entitled to an incentive payment in an amount equal to the aggregate of five percent (5%) of the Net Revenue of each Event in a calendar year ("Incentive Compensation"). For the purpose of this Agreement, "Net Revenue" shall be defined as the total amount of money received for an Event from ticket sales, sponsorship sales, museum admissions, boat ride ticket sales, parking fees, Event vendor sales (by way of example only, sales from vendors who sell artisan items, concessions, alcohol, carnival rides, etc.), photo-op purchases, tour sales, merchandise sales, and gift shop sales, less any refunded tickets sales, refunded sponsorship monies, all Event-related expenses paid by Contractor to third parties using funds in the Events Account, Masonic Building Costs, and the Compensation allocated for the Event in the Approved Budget for the Event. "Net Revenue" shall not include any monies deposited into the Events Account by the City.

## DILIGENCE ACCESS AGREEMENT

This DILIGENCE ACCESS AGREEMENT (this "**Agreement**"), dated as of July 26, 2024, is entered into between **Arcadia Project LLC**, a State of Delaware limited liability company ("**Arcadia**"), and **The City of St. Helens, Oregon**, an Oregon municipal corporation ("**City**").

### RECITALS

A. City is currently negotiating with Arcadia regarding the potential sale of the following real property owned by City: a portion of Columbia County Tax Lots Tax Lots #4109-00-00100 and #4109-00-00101 located within the City of St. Helens, the exact boundaries of which are to be established by the parties as part of negotiation of the "Property PSA" defined and described below (the "**Property**").

B. City has agreed to grant Arcadia a limited right of entry upon and access to the Property to conduct certain due diligence investigations, inspections, tests, and other activities thereon solely in connection with its proposed acquisition of the Property, subject to and upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Arcadia agree as follows:

1. Until the earlier of: (a) August 31, 2024; or (b) the earlier termination of this Agreement, Arcadia and Arcadia's designated agents and representative (collectively, "**Arcadia's Consultants**") may enter upon the Property solely for the purpose of performing such non-invasive investigations, inspections, analyses, surveys, tests, examinations, and studies as Arcadia deems necessary or desirable in connection with Arcadia's proposed acquisition of the Property (subject to the conditions and limitations set forth herein); provided, however, that Arcadia shall not undertake a phase II environmental site assessment or any other invasive testing without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement shall immediately terminate and be of no further force or effect (except as may expressly be provided otherwise in this Agreement) effective as of earlier to occur of the following dates: (i) the date upon which either City or Arcadia notifies the other party that it has elected, in its sole discretion, to cease negotiations of a purchase and sale agreement with respect to the Property (a "**Property PSA**"), or (ii) the effective date of a fully executed and delivered Property PSA between Arcadia and City. The parties expressly acknowledge that: (A) neither party has any legal obligation to enter into a Property PSA with respect to the Property, and (B) execution of this Agreement is not intended to, and does not, create any obligation upon either party hereto to enter into a Property PSA.

2. Arcadia's rights of access under this Agreement shall be subject to the following terms and conditions:

(a) City may from time to time establish reasonable rules of conduct for Arcadia and Arcadia's Consultants upon the Property, from time to time, to ensure the safety of all parties upon such property;

(b) Such entry shall be subject to not more than twelve (12) hours' prior written notice to City (which notice may be delivered via email message or text messaging), and such entry shall be conducted during the hours of 9 a.m. to 5 p.m., Monday through Friday, unless otherwise requested by Arcadia. To arrange access to the Property, Arcadia shall contact \_\_\_\_\_, or such other individuals as City may designate from time to time. City reserves the right to be present, or to have an agent present, in connection with any such entry;

(c) neither Arcadia nor any of Arcadia's Consultants shall have any discussions (in connection with the due diligence being conducted by Arcadia) related to the Property or the transaction contemplated hereby with: (i) any of City's staff, officials, employees, agents, or other representatives, without having

first obtained City's prior consent to such communications and discussions, which may be subject to such conditions as City may deem appropriate in its reasonable discretion; (ii) any City contractors providing services to the Property; or (iii) any other governmental authority having jurisdiction over the Property (other than ordinary contact associated with routine due diligence, including, without limitation, contacting those governmental agencies that are reasonably necessary in order for Arcadia to obtain a customary zoning report for the Property), unless, in each case, Arcadia obtains the prior written consent of City, which shall not be unreasonably withheld or conditioned by City;

(d) Arcadia understands and acknowledges that it enters the Property at its own risk, and permission to enter the Property is conditioned upon Arcadia's agreement and acknowledgement of its assumed risk in entering the Property; and

(e) The results of all soil tests, surveys, phase I environmental site assessments, and other investigations of the Property undertaken by Arcadia shall not be disclosed to any third party or governmental entity without the prior written consent of City, unless such disclosure is required by law or is required in connection with obtaining any necessary permits or approvals; provided, however, that Arcadia shall be permitted to disclose such results to its design professionals, consultants, attorneys, and potential lenders and investors; provided, further, that such parties have been advised of the foregoing confidentiality obligation.

The terms of this Section 2 shall survive the termination of this Agreement.

3. Arcadia shall promptly repair any damage to the Property resulting from the performance of any inspections by Arcadia or Arcadia's Consultants. All such repairs shall: (i) restore the affected portion of the Property to substantially the same condition as existed prior to such damage in all material respects, and (ii) be completed promptly in a first-class manner, in accordance with applicable laws, and to City's reasonable satisfaction. Any restoration work remaining to be completed after thirty (30) days following termination of this Agreement may, at the option and in the sole discretion of City, be completed by City after giving Arcadia written notice with a minimum of five (5) Business Days within which to cure (which cure period shall be extended for so long as Arcadia is diligently pursuing a cure). Arcadia will reimburse City for any costs associated with any such restoration work within thirty (30) days after written demand from City for such costs, together with supporting invoices. This Section 3 shall survive the termination of this Agreement.

4. Arcadia and Arcadia's Consultants shall comply with all federal, state, or local laws, regulations, or ordinances applicable to any activity in which they engage while in, on, or about the Property. Arcadia's Consultants shall be reputable firms, duly licensed under applicable state laws, if required.

5. Each person or entity that enters the Property pursuant to this Agreement shall maintain, or cause to be maintained, the following insurance: (a) a policy of commercial general liability insurance, with a combined single limit of not less than \$1,000,000 (per occurrence) and \$2,000,000 in the aggregate; (b) workers' compensation insurance in statutory limits where the Property is located; (c) employer's liability insurance in an amount not less than \$1,000,000; and (d) automobile liability insurance in an amount not less than \$1,000,000 for each accident. All policies shall name the City and its agents, contractors, mortgagee, tenants, and such other parties as City may reasonably require as additional insureds, insuring against any injury or damage to persons or property that may result from or be related to such entry and testing, all in such forms as are acceptable to City and underwritten by an insurance company reasonably satisfactory to City. A certificate or other evidence of such insurance is to be provided to City before Arcadia's or any Arcadia's Consultant's first entry onto the Property.

6. All activities performed by Arcadia and Arcadia's Consultants on the Property shall be at Arcadia's sole cost and expense. Arcadia shall not allow such entry or testing to result in mechanics' or materialmen's liens being recorded against the Property. Nothing contained in this Agreement shall be construed in any way as

consenting to allow or authorizing Arcadia to subject the Property or the interest or estate of City to any lien or charge in respect of the work contemplated by this Agreement. Arcadia shall immediately discharge of record any such mechanics' or materialmen's lien at Arcadia's sole cost and expense. This Section 6 shall survive the termination of this Agreement.

7. Arcadia shall indemnify, defend, and hold harmless City and City's shareholders, officers, directors, trustees, partners, principals, members, employees, agents, affiliates, representatives, consultants, accountants, contractors, and attorneys or other advisors, and any successors or assigns of the foregoing, from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, without limitation, costs and reasonable attorneys' fees), suffered or incurred by City or any indemnified party arising out of or in connection with any violation of, or failure to comply with, the provisions of this Agreement by Arcadia or Arcadia's Consultants, any activity conducted by Arcadia or Arcadia's Consultants in connection with this Agreement or the exercise of Arcadia's rights under this Agreement, except to the extent such losses, costs, damages, liens, claims, liabilities, or expenses are solely caused by an existing condition at the Property (and to the extent that Arcadia's activities exacerbate any such pre-existing condition, Arcadia shall only be liable to the extent of the exacerbation, but not the underlying condition) or are caused by the gross negligence or willful misconduct of any indemnified party. This Section 7 shall survive the termination of this Agreement.

8. Within ten (10) Business Days after the date hereof, City shall make available to Arcadia, via DropBox or other mutually acceptable online data sharing portal, copies of the materials set forth on **Exhibit A** attached hereto, to the extent in City's possession or reasonable control. Arcadia acknowledges and understands that, except as may be expressly set forth in this Agreement, City makes no representation or warranty whatsoever, express or implied, regarding the Property or the accuracy or completeness of any information or documents provided to Arcadia regarding the Property, including, without limitation, regarding any hazards or dangers found at the Property. Arcadia acknowledges and agrees that, except as may be expressly set forth in this Agreement, all materials, data and information delivered by City to Arcadia in connection with the transaction contemplated hereby are provided to Arcadia as a convenience only and that any reliance on or use of such materials, data or information by Arcadia shall be at the sole risk of Arcadia. Without limiting the generality of the foregoing provisions, Arcadia acknowledges and agrees that, except as may be expressly set forth in this Agreement, (i) any reports or other information with respect to the Property which are delivered or otherwise made available by City to Arcadia shall be for general informational purposes only, (ii) Arcadia shall not have any right to rely on any such reports and/or information delivered or otherwise made available by City to Arcadia, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Arcadia with respect thereto, (iii) Arcadia shall not have any right to rely on any statements made by a representative of City, and (iv) neither any affiliate of City nor the person or entity which prepared any such reports and/or information delivered or otherwise made available by City to Arcadia shall have any liability to Arcadia for any inaccuracy in or omission from any such reports and/or information.

9. Arcadia agree to keep the terms of this Agreement confidential and not make any public announcements or disclosures with respect to the subject matter hereof without the prior written consent of City; provided, however, that Arcadia may disclose the terms hereof to the Arcadia Consultants. Prior to Closing, Arcadia will treat the information disclosed to it by City, or otherwise gained through Arcadia's access to the Property and City's books and records, as confidential, giving it a level of protection and care that is customary, and make no use of any such disclosed information not independently known to Arcadia except in connection with the transactions contemplated hereby; provided, however, that Arcadia may, without the consent of City, disclose such information: (a) to Arcadia's Consultants and its prospective and actual investors and lenders (the "**Transaction Parties**"), so long as any such Transaction Parties to whom disclosure is made shall also agree to keep all such information confidential in accordance with the terms hereof; and (b) if disclosure is required by law or by regulatory or judicial process (including, without limitation, as required by any securities exchange on which Arcadia's or its affiliates' shares are listed); provided, that in such event, Arcadia shall notify City of such required disclosure, shall exercise all commercially reasonable efforts to preserve the confidentiality of the confidential information, including,

without limitation, reasonably cooperating with City (at City's sole expense) to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded such confidential information and shall disclose only that portion of the confidential information which Arcadia is legally required to disclose. Notwithstanding the foregoing, the confidentiality provisions of this Section 9 shall not apply to any information or document which: (i) is or becomes generally available to the public other than as a result of a disclosure in violation of this Agreement; (ii) subject to compliance with clause (b) in this Section 9 above, is required by law or court order to be disclosed, or (iii) is disclosed in connection with any litigation relating to this Agreement and/or the Property Agreement (if executed). Arcadia will bear the burden of proof with respect to any claims under this Section 9 regarding its handling of the information disclosed to it by City. City, City's Consultants, Arcadia, and Arcadia's Consultants shall each refrain from generating or participating in any publicity or press release regarding this transaction without the prior written consent of the other party, as applicable, which consent shall not be unreasonably withheld, conditioned or delayed; however, it shall be reasonable for a party to withhold its consent if the publicity or press release discloses either: (y) such party's identity; or (z) the Purchase Price. The provisions of this Section 9 shall survive the termination of this Agreement.

10. If either party terminates negotiations of the Property PSA for any reason whatsoever, Arcadia shall promptly return to City copies of all due diligence materials delivered by City to Arcadia and shall destroy all copies and abstracts thereof, subject to Arcadia's customary document retention policies. In addition, if Arcadia elects not to proceed with the purchase of the Property, then at the request of City, Arcadia shall deliver to City, without representation or warranty by Arcadia or any right to rely thereon by City, copies of any third-party physical or environmental tests and reports of the Property made and conducted by Arcadia or Arcadia's Consultants that are in Arcadia's possession or control that City desires to receive. This Section 10 shall survive the termination of this Agreement.

11. An event of default under this Agreement shall include any violation of the terms of this Agreement or the breach of any covenant by Arcadia. Arcadia shall have no rights under this Agreement if and for so long as Arcadia is in default under this Agreement. This Agreement shall terminate upon an event of default by Arcadia. City's approval of any matter under this Agreement shall not constitute an opinion or agreement by City that the same is in compliance with applicable laws or adequate for the purposes specified.

12. Arcadia shall not have the right to assign its rights under this Agreement without City's written consent, in City's sole discretion; provided, that Arcadia may assign this Agreement to an affiliate through common ownership that does not equate to a change in control. Any change in control of Arcadia constitutes an assignment for purposes of this Agreement.

13. This Agreement may only be amended by an agreement in writing, signed by the party to be charged. In no event shall this Agreement or any document or memorandum of this Agreement be recorded without the prior consent of City, in its sole discretion.

14. This Agreement shall be governed by and interpreted in accordance with the laws of Oregon, and exclusive venue shall lie with the state and federal courts located in the State of Oregon. IN ANY LAWSUIT OR OTHER PROCEEDING INITIATED BY A PARTY HERETO UNDER OR WITH RESPECT TO THIS AGREEMENT, CITY AND ARCADIA EACH WAIVE ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

15. No waiver by either party of any failure to comply with this Agreement shall be deemed a waiver of any other or subsequent failure to so comply. If any provision of this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or its application to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. This Agreement may be executed by the parties hereto in multiple counterparts, each of which when so executed and delivered shall be an original for all purposes, with all such counterparts together constituting one and the same instrument. A signed copy of this Agreement delivered by email or DocuSign (or other similar electronic signature) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

17. Any signatory to this Agreement who is the prevailing party in any legal proceeding against any other signatory brought in connection with this Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney fees, and all other litigation expenses, including deposition costs, travel and expert witness fees, from the non-prevailing party.

18. Any notice, consent or other communication permitted or required by this Agreement shall be in writing, and shall be given to each party, at the address set forth below, in the following manner: (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, (d) legible facsimile transmission (provided documentation of completed transmission is retained), or (e) email. Such notice shall be deemed to have been given or delivered upon the date of actual receipt or delivery (or refusal to accept delivery), as evidenced by the notifying party's receipt of written or electronic confirmation of such delivery, refusal, or delivery failure despite use of the correct email notice address, if received by the party to be notified between the hours of 8 a.m. and 5 p.m. Pacific time on any business day, with delivery made after such hours to be deemed received on the following business day. Unless and until changed as provided below, the addresses for notices given pursuant to this Agreement shall be as follows:

To City: City of St. Helens  
 Attention: John Walsh, City Administrator  
 265 Strand St.  
 St. Helens, Oregon 97051  
 Tel: 503.366.8211  
 Email: jwalsh@sthelensoregon.gov

with a copy to: Jordan Ramis PC  
 Attention: David Rabbino  
 1211 SW 5<sup>th</sup> Avenue, Suite 2700  
 Portland, OR 97204  
 Tel: 503.598.5536  
 Email: david.rabbino@jordanramis.com

To Arcadia: c/o John F. Pierce  
 Kilpatrick Townsend & Stockton  
 1420 5<sup>th</sup> Avenue  
 Suite 3700  
 Seattle, WA 98104  
 Email: jfpierce@ktslaw.com



Any party may change its address for purposes of this Section 18 by giving written notice as provided in this Section 18. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 18.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

**CITY:** **ARCADIA**

**CITY OF ST. HELENS, OREGON**

**ARCADIA PROJECT LLC**

an Oregon municipal corporation

a State of Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Executed: \_\_\_\_\_



By: \_\_\_\_\_  
Name: John F. Pierce  
Title: Partner  
Date Executed: July 30, 2024

**Exhibit A**  
**Due Diligence Request List from Arcadia**

City shall provide to Arcadia the following:

1. Pertaining to electrical service relating to the Property:
  - a. All information in City's possession regarding the Property's electrical service and bills for all accounts serviced by the relevant utility, PGE, for the period from January 1, 2018, to the present.
  - b. All information in City's possession regarding the Property's electrical substation current ownership and leases.
2. Pertaining to taxes and fees relating to the Property:
  - a. All records in City's possession regarding taxes and fees for services imposed on the previous company operating the paper mill for the period from January 1, 2018, to July 1, 2023.
  - b. All information in City's possession regarding any fines imposed by the state, county or city on the previous operators at the mill within the last ten (10) years of the date of this LOI.
3. Pertaining to effluent discharge of the Property:
  - a. All records in City's possession regarding sewer fees, usage charges, and rate structure imposed on the previous operator of the paper mill from January 1, 2018, to July 1, 2023.
  - b. All information in City's possession defining any current limitations for mill discharge to the city waste treatment including, but not limited to flow rate, BOD, COD, color, and suspended solids.
  - c. All information in City's possession regarding any future changes planned for wastewater discharge system or permits associated with the Property.
4. Pertaining to environmental indemnification and environmental issues related to the Property:
  - a. All information in City's possession regarding the fifty (50) year environmental indemnity provided to City by the previous owners of the Property (the "Environmental Indemnity").
  - b. All information in City's possession regarding any notice and response regarding the Environmental Indemnity since the indemnity's inception.
  - c. Any Environmental Indemnity related or documents provided to City by the previous operators of the Property prior to City.
  - d. All information in City's possession regarding City's Phase 1 environmental study or studies conducted at the Property.
  - e. described 2 environmental study or studies conducted at the Property.
  - f. All records in City's possession regarding past and ongoing environmental monitoring at the Property.
  - g. All information in City's possession regarding any environmental issues at the Property.
5. Pertaining to air emissions and discharge permits related to the Property:
  - a. All copies of and all information in City's possession of all permits for air emissions and discharge for both paper machines.

6. Pertaining to boiler operation permits related to the Property:
  - a. All copies of and information in City's possession regarding all necessary permits for the current boilers.
7. Pertaining to wastewater permits related to the Property:
  - a. All copies of and information in City's possession regarding all permits related to wastewater.
8. Pertaining to pressure vessel permits related to the Property:
  - a. All copies of and information in City's possession regarding all permits related to pressure vessels.
9. Pertaining to river water supply permits related to providing water the Property:
  - a. All copies of and information in City's possession regarding all permits related to the river water supply.
10. Pertaining to storm water permits related to the Property:
  - a. All copies of and information in City's possession regarding all permits related to the storm water.
11. Pertaining to occupancy permits related to any buildings and land described in **Exhibit A**:
  - a. All copies of and information in City's possession regarding all permits related to occupancy.
12. All information in City's possession regarding building plans for all buildings located upon the Land.
13. All information in City's possession regarding any action taken by City to require maintenance, repair or upgrade to any building or structure located on the Land during the ten (10) years prior to the date of this Agreement.
14. All records in City's possession revoking occupancy permit, threatening revocation of occupancy permit and reinstatement of occupancy permit for any building subject to purchase pursuant to this Agreement.
15. All information in City's possession regarding building permits, permit applications, engineering provided for review, review comments on engineering, permits granted for either temporary repair or permanent repair regarding the number 3 paper machine building specifically, as well as any other building located at the Land during the ten (10) years prior to the date of this Agreement.
16. All information in City's possession regarding the Property's current flood maps for Milton Creek and the Land.
17. All information in City's possession regarding public complaints about the Property and previous operators during the ten (10) years prior to the date of this Agreement.
18. All information in City's possession regarding any lien on the Property.



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advancing economies in a digital world

# City of St. Helens Broadband Assessment and eStrategy Report

Prepared for:  
City of St. Helens, Oregon

Final Report – Issued:  
June 14, 2024



## Project Acknowledgments

The SNG team would like to thank the following for their contributions to the success of this project:

John Walsh, City of St. Helens, City Administrator

Paul Vogel, Executive Director, Columbia Economic Team

Rick Scholl, City of St. Helens, Mayor

Patrick Birkle, City of St. Helens, City Councilor

Ginny Carlson, City of St. Helens, City Councilor

Keith Locke, City of St. Helens, City Councilor

Stephen Topaz, City of St. Helens, City Councilor

R Barry, City of St. Helens Government Affairs and Project Support Specialist

Doug Hayes, Port of Columbia County Executive Director

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## 1 Executive Summary

Broadband service gaps in the City of St. Helens exist and will continue until a viable solution aligns community needs with a viable business case for internet service providers. To bridge these gaps, the City of St. Helens can pivot to facilitating a digital infrastructure model, which like an airport authority, reduces the capital cost barrier for the private sector to provide broadband to unserved and underserved areas.

This **Broadband Assessment and eStrategy Report** identifies areas that are unserved with high-speed internet (broadband), as well as specific groups that are underserved and disadvantaged resulting in broadband gaps in St. Helens (see Section 6). The findings and insights were developed from data collected in St. Helens and broadband supply and demand analytics to identify gaps, barriers, and opportunities. The economic case and cost estimates in Section 5 are a basis for negotiating a public-private partnership and serve as a framework for mounting competitive grant applications for the significant state and federal broadband funds available (e.g. BEAD funding in 2024-25) and for attracting private investment. The recommendations in Section 10 are designed to chart a roadmap for short and longer-term community prosperity and resiliency, addressing both the needed infrastructure improvements and how different groups would benefit from better broadband.

### Background

Areas unserved and underserved with broadband exist in St. Helens because private sector internet service providers, on their own or collectively, do not have enough of a business case to invest, otherwise they would have done so already. Private sector providers have a fiduciary obligation to only target areas they assess to be profitable. Furthermore, most of the payback from digital infrastructure investments are community benefits, which are off-balance sheet to private sector internet service providers. As a result, the City of St. Helens needs to find inclusive, long-term solutions that leverage economies of scale for sustainability, and that enable the private sector to provide internet service in the city and surrounding area in a less capital intensive and more cost-effective manner.

The City of St. Helens **can realize the full economic impacts and community benefits from digital infrastructure over the long term** by facilitating the process and investment in digital infrastructure. A core municipal network can be self-financed with the reallocation of existing telecommunication budgets in St. Helens. There is also sufficient unmet demand for broadband in St. Helens to make the case for investment from the incremental economic impacts and community benefits from digital infrastructure, such as smart-community services, local business retention and growth, and increased opportunities for remote working.

The City of St. Helens can facilitate a public-private partnership to bring investments in digital infrastructure and inclusion that are needed for network sustainability, local economic growth, and community benefits

Digital inclusion activities will be needed to transform the unmet potential demand<sup>1</sup> in St. Helens to grow the broadband market for private service providers and to drive local economic impacts and community benefits. This growth in broadband demand and resulting socio-economic benefits make a case for investing in digital infrastructure in the City of St. Helens.

### A New Approach to Investing in Broadband – Digital Infrastructure

Digital infrastructure is more than simply fast broadband access. Digital infrastructure connects all anchor institutions, residents, and businesses in the community so that all can effectively participate in an

<sup>1</sup> See <https://sngroup.com/broadband-demand-definitions/>

increasingly online economy. Indirect community benefits (local job retention and growth, increased local GDP and tax base, etc.) are significant and primary drivers for public investment in infrastructure (roads, water and sewer systems, electric utilities). Like roads and electrical grids, digital infrastructure enables benefits to local economic vitality, competitiveness, resilience, and quality of life.

Ubiquitous, affordable broadband can be achieved through digital infrastructure by building enough critical mass and network scale that enables sustainability and partnerships with investors (public and private) in which network ownership is structurally separated from operations and retail internet service delivery. This enables competitive service offerings without increasing government liabilities or becoming a competitor to incumbent providers. Instead, digital infrastructure reduces barriers to entry, enables competition, and reduces capital costs for private providers to enhance internet service delivery to St. Helens residents, organizations, and businesses.

### Key Findings for St. Helens

The broadband assessment and development of an eStrategy for St. Helens was conducted in phases: Phase 1: Scope, Vision, and Goals, and Phase 2: Community Engagement and Market Assessment. Each phase had steps with a go/no-go decision to proceed to the next step based on whether there was a strong enough case to move forward.

Key Findings from the City of St. Helens Broadband Assessment and eStrategy Report identified broadband gaps, including verification of areas where St. Helens had connectivity challenges:

- Analysis of FCC Data shows there are 1,073 unserved households at 25/3 Mbps whereas FCC broadband mapping reports the area is fully served with 25/3 Mbps
- 27% of St. Helens residents do not have access to the minimum level of broadband of at least 25/3 Mbps
- There are 14 community anchor institutions (schools, medical institutions, government facilities) located within 7 unserved census blocks
- Locations within “served areas” are still reporting low internet speed tests, and there is documented interest in better service and speed
- There is a strong interest among residents and businesses to participate in the digital economy as indicated by findings related to telehealth and teleworking utilization (See Section 6.3).

Table 1. Analysis of Unserved Locations by 25/3 with Fiber Cost Estimates

| BroadbandAnalyzer® Overview Analysis |                     |                                |                           |                        |
|--------------------------------------|---------------------|--------------------------------|---------------------------|------------------------|
| Broadband Availability               | Number of Locations | % of Locations Served/Unserved | Total Fiber Cost Estimate | Avg. Fiber Cost per HH |
| All Households                       | 5,636               | 100%                           | -                         | -                      |
| Unserved: 25/3 Mbps                  | 1,073               | 27%                            | \$3,123,495               | \$2,911                |
| Served: 25/3 Mbps                    | 4,563               | 73%                            | -                         | -                      |

St. Helens will need **capital investments of \$3.1 million to bridge identified broadband gaps** in the unserved and underserved areas within St. Helens, as summarized in Table 1 above (for details see Section 7: Analysis of Existing Digital Infrastructure and Broadband Service).

There is also an economic case for municipal investment towards upgrading broadband service to local community anchor facilities – including City Hall, Libraries, Public Works Facilities and Recreation Centers. These locations were identified during the Economic Case Analysis (see Section 5) and financial modeling shows that **St. Helens can self-finance up to 93% of a \$1.35 million core municipal network by reallocating existing internet service budgets to digital infrastructure**. This approach will enable the city to expand the existing broadband availability footprint within municipal boundaries, while also facilitating the development of digital infrastructure and network backbone to serve all St. Helens residents and businesses.

St. Helens has a vested interest in undertaking a broadband initiative and becoming a steward of its digital future because affordable, ubiquitous broadband is the key that unlocks local economic potential, sustainability, and community vitality. St. Helens has an important role as facilitator of the process for digital infrastructure investment and deployment. While providing internet service to all locations should be viewed as a priority, it is only part of the comprehensive solution needed to ensure the City’s digital competitiveness. There is also a benefit and compelling need to enhance the utilization of online practices (eLearning, telehealth, online civic services, etc.).

Based on the research and analysis from assessing digital needs and readiness, analyzing the economic case for self-financing digital infrastructure, and assessing the broadband market, the following recommendations and next steps are proposed (see **Section 10: Developing a Path Forward – eStrategy for St. Helens**):

- **Hire a Digital Economy Manager:** hire a half-to full-time position, or secure necessary expertise, to implement and coordinate eStrategy action items and promote innovative uses of the digital infrastructure by local businesses, organizations, and households.
- **Train Digital Navigators** to implement digital inclusion activities and thereby support local residents, organizations, and businesses by leveraging efforts of local stakeholder organizations and developing Digital Inclusion Hubs
- **Access Federal and State Funding:** pursue funding opportunities summarized in *Section 9.5*
- **Prioritize which Digital Gaps to Bridge:** based on eCheckup findings, develop targeted outreach strategies to bridge those gaps. This includes engaging local stakeholders in the process and raising awareness about offerings and opportunities.
- **Track Economic Impacts and Community Benefits:** regularly measure outcomes and impacts to enable the city to share success stories and demonstrate benefits from community investments. These efforts will not only build local and regional consensus, but can also enable feedback mechanisms needed to identify and address evolving digital needs in a timely and effective manner.

These eStrategy recommendations for St. Helens promote and support continued efforts to improve broadband availability, as well as the need for increased engagement from local stakeholders and leaders to support local household and business adoption of online practices (i.e. utilization).

It is critical to engage local leadership to support these activities and support stakeholders that are actively working to improve broadband service and utilization. The Digital Needs and Readiness Assessment (Section 4) showed that there is consensus among leadership and local stakeholders to address broadband issues and move forward in a collaborative approach. The coordination of increasing service availability while also supporting end-user utilization will help to develop a more innovative digital economy that supports local businesses while also improving the quality of life for St. Helens residents.

There are a number of funding / financing options from federal, state, and other capital funding partners to enable St. Helens to build-out digital infrastructure and drive digital inclusion so that all St. Helens residents and business can participate in new local economic opportunities and realize community benefits.

With this Broadband Assessment and eStrategy Report, St. Helens City Council, local leaders, and residents have actionable data and an analysis of consensus among leadership of their broadband state and the necessary information to make informed decisions regarding options going forward for broadband and digital infrastructure. By taking a **proactive and holistic approach with digital infrastructure and inclusion**, the City of St. Helens can foster local economic growth, cultivate local innovation, and enhance quality of life for all residents.

**How to use this report:** The findings and insights on broadband gaps, barriers, and opportunities (see Section 6) were developed using primary data collected in St. Helens and SNG's proprietary broadband supply and demand analytics. The recommendations in Section 10 are designed to chart a roadmap for short and longer-term community prosperity and resiliency. The economic case assessment and cost estimates (see Section 5) are a basis for negotiating a public-private partnership and serve as a framework for mounting competitive grant applications for available state and federal broadband funds and private investment.

## 2 Glossary of Terms

The following terms appear throughout this report. To provide clarity to the reader, the glossary provides a definition, along with an explanation and examples to help clarify.

Table 2. Glossary of Terms

| Term  | Definition / Explanation  |
|---|---|
| <b>Broadband</b><br><br><b>25/3 Mbps</b><br><b>100/20 Mbps</b><br><b>100/100 Mbps</b> | Reliable, high-speed internet connectivity with a minimum speed that evolves with technology improvements.<br>FCC-acknowledged minimum broadband speed.<br>Anything below 100/20 Mbps is a priority for BEAD funding.<br>Minimum broadband speed for future-ready broadband.  |
| <b>Cable</b>  | Internet connectivity over coaxial cable  |
| <b>Community Digital Infrastructure</b>   | Internet networks that are paid for with public investment and owned by localities. Like airport authorities, the locality can make substantial, longer-term capital investment. With structural separation of network ownership from operations and from retail services, the private sector can then operate and provide services over the network (based on negotiated service agreements and performance criteria). See <i>Section 8.5</i> for details.   |
| <b>Current Broadband Demand</b>   | Current demand is the current number of subscriptions to broadband services, also known as take rates or adoption rates. This is an indicator for the level at which broadband is currently being used. Please note that even if an end user has a subscription, they may not be using their broadband connection to its full potential.  |
| <b>Digital Economy Manager</b>  | A coordinator for the city who manages grant applications, broadband infrastructure funding and process, and collaborations with local service providers and who drive digital transformation through Digital Navigators.   |
| <b>Digital Equity</b>   | Digital equity is a condition in which all individuals and communities have the information technology capacity needed for full participation in our society, democracy, and economy. Digital equity is necessary for civic and cultural participation, employment, lifelong learning, and access to essential services.  |
| <b>Digital Inclusion</b>  | Digital Inclusion refers to the activities necessary to ensure that all individuals, including the most disadvantaged, have access to and use of Information and Communication Technologies. This includes five elements: affordable broadband service, internet enabled devices that meet user’s needs, access to digital literacy training, quality technical support, applications and online content designed to enable and encourage self-sufficiency, participation and collaboration.  |
| <b>Digital Innovation Hub</b>   | A location that is convenient for local residents and businesses to: <ul style="list-style-type: none"> <li>• learn about and access new online practices for showcasing broadband speeds, new technologies, telehealth services, smart community services, online business practices, etc.,</li> <li>• access trusted advice from vendor-neutral and technology-agnostic technical support accompanied by resources and support to successfully implement and use new online practices, and</li> <li>• become a community focal point for digital inclusion and transformation.</li> </ul> |
| <b>Digital Navigators</b>   | Individuals who address the whole digital inclusion process — including home connectivity, devices, and digital skills — with community members through   |

|   |   |
|---|---|
|   | repeated interactions. Navigators can be volunteers or cross-trained staff who already work in social service agencies, libraries, health, and more and who can offer remote and socially distanced, in-person guidance.  |
| <b>DSL (Digital Subscriber Line)</b>                      | Internet connectivity over phone lines (copper pairs)   |
| <b>FCC (Federal Communications Commission)</b>            | The agency overseeing telecommunications regulation in the US   |
| <b>Fiber</b>  | A broadband connection that can reach speeds of up to 10 Gigabits per second (Gbps), with low latency. The technology uses fiber-optic cable that can send data as fast as about 70% the speed of light.  |
| <b>Fixed Wireless</b>                                     | Wireless communication devices or systems used to connect two fixed locations (e.g., building to building or tower to building) with a radio or other wireless link supporting point-to-point and point-to-multipoint transmissions through the air over a terrestrial microwave platform rather than through copper or optical fiber. Fixed wireless devices usually derive their electrical power from the public utility mains, unlike mobile wireless or portable wireless devices, which tend to be battery-powered. |
| <b>Future-ready Broadband</b>                             | At least 100 Mbps upload and 100 Mbps download  |
| <b>Internet Service Provider (ISP) / Service Provider</b> | ISPs are organizations that provide services to personal and business customers for accessing, using, or participating in the internet. ISPs can be commercial, community-owned, non-profit (including electricity or telephone cooperatives), or otherwise privately owned.  |
| <b>Mbps (Megabits per second)</b>                         | The speed that data can be downloaded or uploaded on a network. Bandwidth is the theoretical speed. Throughput is the actual speed. The type of connection and speed needed depend on number of users, types of use (video calls, telehealth, gaming, etc.), required reliability, etc. <sup>2</sup>  |
| <b>Online Education</b>                                   | Online education and training, e-learning, distance education, virtual classrooms, etc. are all terms used interchangeably to describe educational programming delivered over the internet. It can be part of a formal degree or certification program or informal, self-initiated instruction. Interactive modes and increasingly rich graphic content are escalating bandwidth requirements.  |
| <b>Potential Broadband Demand</b>                         | Potential demand is the demand that is nurtured and grown when end users understand the value of broadband and online services and personalize them to their needs. Potential demand becomes current demand by raising awareness with residents and businesses of what they could and should be doing online.   |
| <b>Remote work</b>  | Facilitated by broadband internet and digital communication technologies, remote work allows employees to work from home, coworking spaces, or other locations, offering flexibility and often leading to increased productivity, reduced commuting time, and a better work-life balance.   |
| <b>Smart Community Services</b>                           | Include internet-facilitated emergency services, public safety, online permitting, registrations, bill paying, utility metering, etc.   |
| <b>Telehealth</b>   | Provision of health services remotely through internet technology platforms   |

<sup>2</sup> <https://broadbandnow.com/bandwidth-calculator>

### 3 Introduction

The City of St. Helens has taken an important step to better understanding its options for evolving its digital future and economic sustainability by commissioning this **Broadband Assessment and eStrategy Report**. Through the use of locally-derived data that provides critical insights on broadband needs and availability, St. Helens is provided with a holistic understanding of its broadband gaps, barriers, and opportunities.

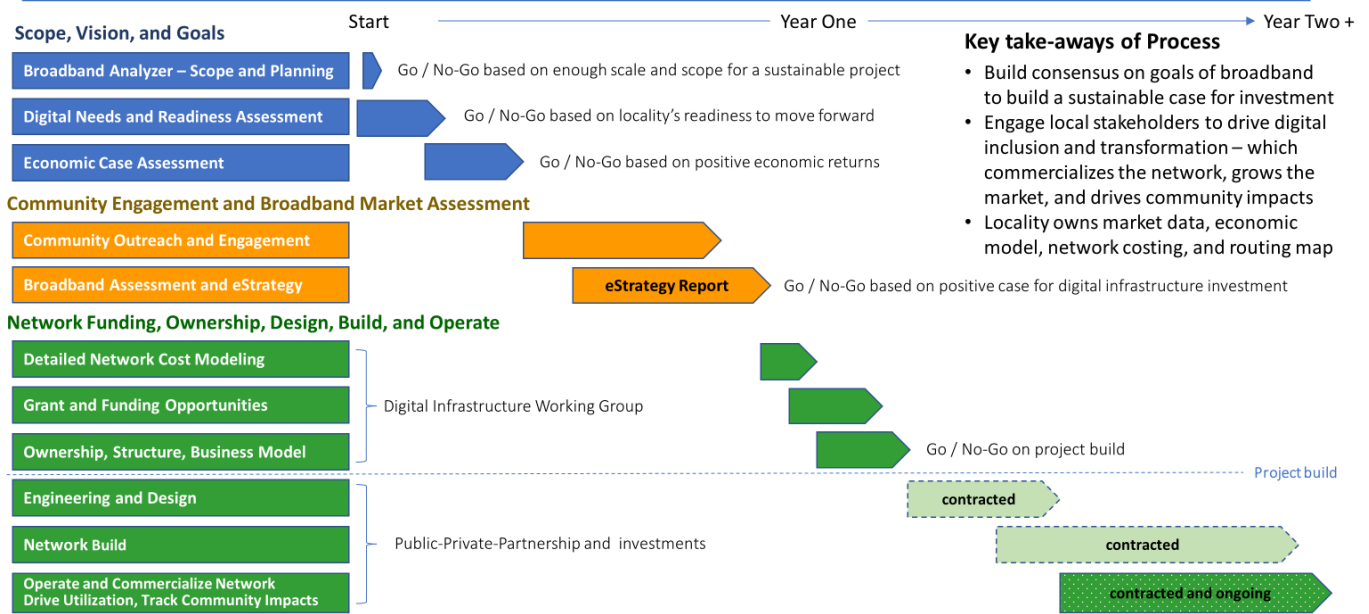
This report provides insights needed to bridge gaps in St. Helens’ broadband services and digital infrastructure, as well as to build the digital skills and capacity of businesses and residents to more effectively benefit from these technologies.

The broadband assessment and development of an eStrategy were conducted in phases: Phase 1: Scope, Vision, and Goals, and Phase 2: Community Engagement and Market Assessment. Each phase had steps with a go/no-go decision to proceed to the next step based on whether there was a strong enough case to move forward:

- **Digital Needs and Readiness Assessment** – Why do we need broadband? How will broadband address the locality’s goals and needs?
- **Broadband Economic Case Assessment** – Can this pay for itself? To what extent do community benefits outweigh costs?
- **Broadband Impact and Market Assessment** – Can a case for investment be made? What are the addressable market needs and benefits?



## Digital Infrastructure Project Methodology



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Figure 1. Digital Infrastructure Project Methodology

The data and findings developed as part of the **Digital Infrastructure Project Methodology** (see above Figure 1) enabled St. Helens to make ‘go / no-go’ decisions in the discovery and analysis process of assessing its broadband needs and availability. The process informed local leaders of their options and helped them decide where to focus and allocate appropriate resources to drive community broadband benefits – which is a strategic approach to bridging gaps in St. Helens’ digital infrastructure and helping benefits for St. Helens’ residents, organizations, and businesses (i.e. Phase 3: Network Funding, Ownership, Design, Build, and Operate).

### **Digital Infrastructure Project Methodology Applied with the City of St. Helens**

Extensive outreach and public engagement, rigorous analytics benchmarking local utilization, application of economic analysis, and state-of-the-art geospatial infrastructure mapping tools were used to produce this Broadband Assessment and eStrategy Report. The methodology addressed broadband challenges unique to the City of St. Helens. The concluding data-driven recommendations provide a roadmap for short and longer-term actions grounded in the St. Helens context and serve as a framework for mounting competitive grant applications for the significant state and federal broadband funds becoming available in 2024.

The methodologies and analysis used to prepare this broadband assessment identified broadband infrastructure gaps, barriers, and opportunities for the City of St. Helens, including strategies to build the digital skills and capacity of businesses and residents to more effectively use these technologies. Key methods included:

- **Engaging local leaders in the process from the outset:** Fostering a hands-on and inclusive planning process, involving community leaders to determine how broadband can achieve desired outcomes and make a meaningful impact. Starting with the end in mind ensures that broadband strategy aligns with local needs and goals.
- **Rigorous analysis of broadband availability:** To accurately assess the state of broadband access, analysis went beyond relying solely on FCC-reported data. Thorough evaluations of end-users were conducted using the eCheckup broadband assessment tool, covering various aspects of the experience of end-users like service quality, reliability, value, and tested speeds. Additionally, we examined demand for smart services like telehealth, distance learning, and public safety, which rely on broadband connectivity.
- **Estimating place-based fiber connection costs:** In order to facilitate budget and funding request estimates, costs were calculated at a granular level per premise by census block. This approach allows for aggregate estimated costs at the community, city, or regional level, aiding in the preparation of comprehensive budgets and funding proposals.
- **Mapping broadband demand:** Valuable insights can be provided to potential service providers by mapping the demand for broadband and online services. This information assists in identifying new markets that align with business interests and encourages investment in underserved areas.

This Broadband Assessment and eStrategy Report assesses both current and future broadband needs, and findings make a compelling case for investments (public and private) in digital infrastructure. The report that follows provides St. Helens with a roadmap for ensuring digital readiness through:

- Robust, affordable broadband infrastructure that will serve the existing and future connectivity demands of St. Helens, as well as regional accessibility, performance measures, community design, and smart mobility outcomes.
- Development of place and population-based strategies to optimize the capacity of businesses and residents to utilize broadband for economic and personal benefit.



### 3.1 The Context for Action

Broadband infrastructure and the capacity to utilize it are essential to full participation in all aspects of modern life, leaving those communities and individuals without digital resources severely disadvantaged. Left unaddressed, these gaps will inevitably weaken the competitiveness of the economy in the city, the sustainability of the region, and the quality of life of its residents. The urgency for action, combined with the increasing awareness of the need for broadband investment, **has made broadband funding a high priority for state and federal economic and community development grant programs.** The resulting convergence of need and opportunity provides the context in which the St. Helens Broadband Plan was developed.

Broadband technology and the increasingly sophisticated applications and services it delivers is extraordinarily dynamic, providing another context for approaching existing gaps in its availability, access, and use in St. Helens. As broadband evolves, the data-carrying capacity (bandwidth) and speed requirements steadily ratchet upwards, making the definition of “adequate” a moving target. The current FCC definition of competitive broadband is technology that supports data speeds of at least 100 Mbps download and 20 Mbps upload.

Future-ready broadband allows for interactive, content-rich applications, including many used in education, telehealth, and emergency management. For this reason, SNG recommends symmetrical (i.e. in both directions) upload and download speeds of at least 100 Mbps. Compared to this standard, many areas of St. Helens are unserved or underserved (See Section 7 – Analysis of Existing Digital Infrastructure and Broadband Service). These gaps are explained in large part by the economics of traditional broadband deployment, which do not favor low-density communities where the higher costs of deployment and lower returns on investments do not meet the internal business case requirement of private sector internet service providers (ISPs). Furthermore, digital literacy and inclusion challenges limit the addressable market and interest to invest by private internet service providers, which limit the ability for residents and businesses to access lower-priced and higher-bandwidth internet services.

Findings in this report provide St. Helens with actionable intelligence on the scale and scope of the challenge, options for addressing existing gaps, optimal placement of additional resources, and opportunities to optimize the benefits through targeted initiatives to increase digital skills and capacities. Bridging these gaps will require longer-term creative, public-private partnerships that leverage and pool together local resources, public grants, and/or favorable loan funds. No single stakeholder can bridge these gaps on their own – otherwise they would have done so already.

Infrastructure should not be planned for in a vacuum. The **scale of broadband investment is best justified if done in a context of community impacts and returns on public investments;** this is especially true when limited public dollars are at stake. This report has presented broadband gaps, barriers, and opportunities in the context of a holistic approach that involves a hard examination of existing infrastructure against the current needs of the community, projected growth in demand for important applications, the digital capacity of local businesses and demographic groups to take advantage of better infrastructure, and local resources that can be leveraged to attract potential service providers and partners to build digital capacities.






## 4 Digital Needs and Readiness Assessment of City of St. Helens

Successful local planning efforts are predicated on a common understanding among local leaders and stakeholders of the rationale and benefits of the proposed undertaking. There is enormous benefit in curating a common understanding of the need for broadband and fueling the effort necessary for undertaking and aligning expectations, goals, and readiness to move ahead collectively. The Digital Needs and Readiness Assessment (DNRA) tool used in this assessment captured the current state of awareness, motivation, and readiness to undertake a broadband initiative, as well as assisting in building consensus for action with a broadband initiative.

The **Digital Needs and Readiness Assessment (DNRA)** provided community leaders an objective assessment of where key local stakeholders had consensus on goals and issues that could be addressed through digital infrastructure, as well as an assessment of the current state of broadband and readiness to move forward with an initiative. The DNRA uncovered varying perspectives across stakeholders – whether there was alignment on project success criteria, or whether there were gaps in perspectives or approach. Time, money, and political capital could be saved and common pitfalls avoided by identifying and addressing these gaps early in the planning process. Building a shared vision among elected officials, community leaders, and local stakeholders grows buy-in around strategies and commitments for the project participants.




The DNRA Report summarized the results of eight leaders participating from the City of St. Helens in December 2020. The intent of the DNRA scoring system is to reveal areas where the locality may be more ready, or less ready to move forward successfully, as well as areas where more agreement may be required. The following figures indicate the leadership reported scores and concordance<sup>3</sup> towards goals and priorities for St. Helens.

Table 3. St Helens Top Five Goals

| St Helens Top Five Goals |  | Score  | Concordance | Responses   |
|--------------------------|--|--------|-------------|---|
| 1                        | Expanded online education and training opportunities                                     | 100.0% | 100.0%      |  |
| 2                        | New opportunities for work and economic growth   | 100.0% | 100.0%      |  |
| 3                        | Access to robust and competitive broadband   | 95.8%  | 88.2%       |  |
| 4                        | Remote and better integrated access to health services                                   | 83.3%  | 82.2%       |  |
| 5                        | Smart community services - smart use of technologies to benefit residents and businesses | 79.2%  | 75.2%       |  |

<sup>3</sup> For a definition and methodology of concordance calculations, see Appendix 3



Table 4. St Helens Top Five Issues and Needs

| St Helens Top Five Issues and Needs |   | Score | Concordance | Responses   |
|-------------------------------------|---|-------|-------------|---|
| 1                                   | Increasing good-paying job opportunities  | 95.8% | 78.0%       |  |
| 2                                   | Stimulating local business growth and innovation  | 95.8% | 78.0%       |  |
| 3                                   | Retaining and attracting businesses and population  | 91.7% | 71.1%       |  |
| 4                                   | Expanding local workforce skills  | 87.5% | 67.7%       |  |
| 5                                   | Increasing opportunities and abilities to participate in the community (social inclusion) | 83.3% | 66.7%       |  |

When asked to assess the city's existing broadband service availability, city leaders indicated a majority negative view of the existing service (see Figure 3)<sup>4</sup>. Additionally, leadership were in agreement that 50% or more of St. Helens remains unserved or underserved by the existing broadband availability.

Table 5. St Helens Broadband Quality

Higher score means better quality or value

| St Helens Broadband Quality | Score | Concordance | Responses  | Consensus Value |
|-----------------------------|-------|-------------|--|-----------------|
| Broadband Speed             | 31.3% | 55.9%       |  | Fair            |
| Broadband Value             | 25.0% | 66.7%       |  | Fair            |

Other issues that were identified as important for the community as reported by leadership. The comments from elected officials and local leaders through the DNRA indicated that efforts have been made to determine how to address broadband needs, with key challenges still recognized amongst leaders.

<sup>4</sup> Broadband quality options available for response included Excellent, Very Good, Good, Fair, and Poor

Table 6. DNRA Other Issues and Challenges

| St Helens Other Issues and Challenges Identified by Participants   |
|--|
| Create economic development opportunities, work from home digital infrastructure, improve education opportunities, digital equity for all users                    |
| Rural area left out, businesses not served well, schools are way behind with lack of access  |
| More education/training  |
| Alignment of efforts is needed between Columbia County and South County cities   |
| The key challenge will be to clearly define the public investment roles with regard to ownership, operations and general control of the infrastructure investment. |

#### 4.1 Challenges and Aspirations – the Strategic Role of Broadband

Broadband and the digital skills to utilize it are essential to attracting and sustaining populations and firms in St. Helens and the region. Developing innovative practices and workforce will empower local competitiveness and growth in sectors cited as growth engines. In particular, access to healthcare in St. Helens will benefit greatly from broadband improvements, especially with aging populations. Additionally, the leisure and hospitality, professional and business services, and construction sectors could be unleashed from poor internet service to discover benefits from broadband access and the digital skills to effectively use online practices. The availability of improved broadband also removes barriers for telework, opening up broader opportunities both for St. Helens firms seeking skilled workers and for St. Helens residents seeking better employment.

St. Helens local leaders and key stakeholders noted the following challenges in their input to the Digital Needs and Readiness Assessment:

- Uneven economic development and opportunities across St. Helens.
- Lack of provider reinvestment in infrastructure.
- Absence of dedicated facilities and assistance to promote and support remote work.
- Disparities in opportunities between different demographic groups (gender, socioeconomic status, ethnicity, etc.).
- Improving smart community services — i.e., building climate control, lighting, water quality and wastewater treatment, power generation and smart grid services, traffic flow and mass transit controls, public safety, emergency response, and support of incubator labs for local innovation.
- Youth unemployment workforce training programs.
- Wage disparities and uneven earning potential.
- Training/pathway gap between existing skills and those demanded in the workplace.
- Patchy broadband service within community.

In every instance, a long-term community focused integration of better broadband enabled through digital infrastructure and targeted digital inclusion programming to increase the facilities and technical assistance needed for digital skills training is essential to effectively addressing these challenges.

## 4.2 Summary of DNRA Findings

The overall **Digital Needs and Readiness Assessment (DNRA) score of 63% for the City of St. Helens** indicated that broadband planning was in progress, with additional work required to take the next steps towards improving community broadband service and availability.

DNRA findings showed that leadership acknowledged broadband as an important and relevant issue deserving further attention and room for improvement. The primary emphasis of local leaders was on economic growth included focusing on enhancing workforce skills, attracting and retaining businesses, and improving job opportunities.

A key criterium for successful broadband initiatives is community engagement and creating community-wide awareness and support. This requires local leadership to develop a clear vision and understanding of the rationale for an initiative, as well as influencers and champions in the community who can help to communicate that vision.

Before taking action on a broadband initiative, the City of St. Helens leadership noted there should be an assessment of the cost of a broadband project and how to get it funded, as well as community engagement and getting the public on board.

*The DRNA found that leaders considered the existing state of broadband as inadequate to meet the city's established goals and needs.*

## 5 Broadband Economic Case Analysis

From July to September 2021, SNG conducted a Broadband Economic Case Analysis with guidance and input from City of St. Helens officials. The analysis yielded key findings indicating a neutral net cost to the city for the establishment of a core network connecting all existing municipal locations.

The estimated cost for a municipal core network, including capacity for future expansion, amounted to approximately \$1,350,000. This cost would be financed annually at 4% over 20 years, totaling \$99.3K per year. It's important to note that this estimate was based on aerial fiber construction and is subject to more detailed engineering and design.

Table 7. Economic Case Municipal Broadband Investment Options

| Nominal Investment Amount                                 | \$1,350,000 | \$1,350,000 | \$1,350,000 |
|---|-------------|-------------|-------------|
| Investment Term (years)                                   | 25          | 25          | 20          |
| Investment Rate   | 4.0%        | 5.0%        | 4.0%        |
| Required Annual Payment                                   | -\$86,416   | -\$95,786   | -\$99,335   |
| Percent self-financed by St. Helens from existing budgets | 94%         | 93%         | 93%         |

Based on the above cost analysis, **the City of St. Helens could self-finance 93 percent of the cost to connect its anchor institutions with core digital infrastructure by reallocating existing and planned municipal spending** on telecom and internet services. With this budget reallocation, the City of St. Helens would have sovereignty over its digital future.

A significant finding of the economic case analysis was the potential cost savings for the municipality based on current service spending. It was estimated that St. Helens could save \$101,543 per year solely from municipal locations, excluding schools or other community anchors. These cost savings would effectively offset the expenses of financing the network over the 20-year period, resulting in a neutral net cost for St. Helens. There are even greater potential benefits and cost offsets if the schools could allocate their budgets for internet services to the municipal network.

Table 8. Economic Case Municipal Broadband Costs and Savings

| Municipal Spending | Monthly    | Annual    | Annual Cost | Annual Net Savings to St. Helens |
|--------------------|------------|-----------|-------------|----------------------------------|
| Existing Services  | \$8,461.88 | \$101,543 | -\$99,335   | \$2,207                          |

There are additional economic and community benefits above and beyond cost savings. The establishment of robust broadband infrastructure enables St. Helens to retain and expand the tax base, as well as encourages opportunities to attract investment from community partners. The outcomes include increased local economic activity, appealing to mobile workers and businesses seeking well-connected environments. An investment in local broadband infrastructure incentivizes the implementation of smart community services to enhance efficiency in the delivery of civic services, which improves quality of life and convenience for residents.

The Economic Case Analysis also underscored the cost of inaction, emphasizing the limited competitive ability of St. Helens if it fails to address its gaps in broadband infrastructure. Without such investment, the city would struggle to deliver services online, hindering its ability to attract new businesses and maintain competitive tax rates. Furthermore, the absence of adequate digital infrastructure would exacerbate existing digital divides within the community, impeding efforts to enhance resident’s quality of life and promote digital inclusion and adoption. With a net neutral investment cost, the economic case assessment recommended investments in future-ready digital infrastructure to ensure the long-term prosperity and competitiveness of St. Helens.

## 6 St. Helens Broadband Impact and Market Assessment

To develop a sustainable economic case for building digital infrastructure in St. Helens, it was necessary to identify and assess the existing market conditions and demand for broadband and online services, as well as identify gaps, barriers, and opportunities that need to be addressed by digital inclusion programming. In order to develop such granular market intelligence, residents and businesses in St. Helens were asked to complete SNG's proprietary broadband assessment (the eCheckup<sup>5</sup>) to collect data on how they are connected, using, and benefitting from the internet, as well as identifying digital inclusion gaps and barriers.

The City of St. Helens identified local stakeholder organizations and businesses to assist in the outreach of the broadband initiative and increase eCheckup participation. A coordinated effort was conducted to reach as many residents and businesses as possible, given the project timeline and available resources. Messaging for direct mailing was delivered through local stakeholder communication channels.

Data collection for the eCheckup occurred from October 2021 to May 2022, resulting in responses 580 households and 102 businesses in St. Helens. Based on Census data indicating 5,172 total households in St. Helens, the eCheckup respondent sample size represents a statistically significant 11.2% portion of households that participated in this assessment.

Data analysis and broadband benchmarking was used to identify gaps, barriers, and opportunities related to Internet connectivity and utilization. eCheckup results were analyzed using over 130 metrics and indicators on broadband usage and digital inclusion in the development of eCheckup findings. Results were compared against Digital Economy Database (DED)<sup>6</sup> with responses from 90,000 households and businesses across North America.

Detailed findings from the eCheckup and broadband impact and market assessment were presented to city commissioners in December 2023.

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<sup>5</sup> <https://sngroup.com/broadband-demand-checkup/>

<sup>6</sup> <https://sngroup.com/digital-economy-database/>



### 6.1 Connectivity and Affordability

Broadband infrastructure should be present and of a capability to deliver robust, high-speed service that is accessible and meets the needs of those who wish to be connected. A critical consideration is not only whether the infrastructure and technology employed meet current needs, but also whether it is capable of supporting anticipated demands — is the connection future proof? To assess the broadband service availability in St. Helens, the existing broadband connectivity among eCheckup participants was analyzed, including the technologies employed to deliver service and speeds and the cost of service.

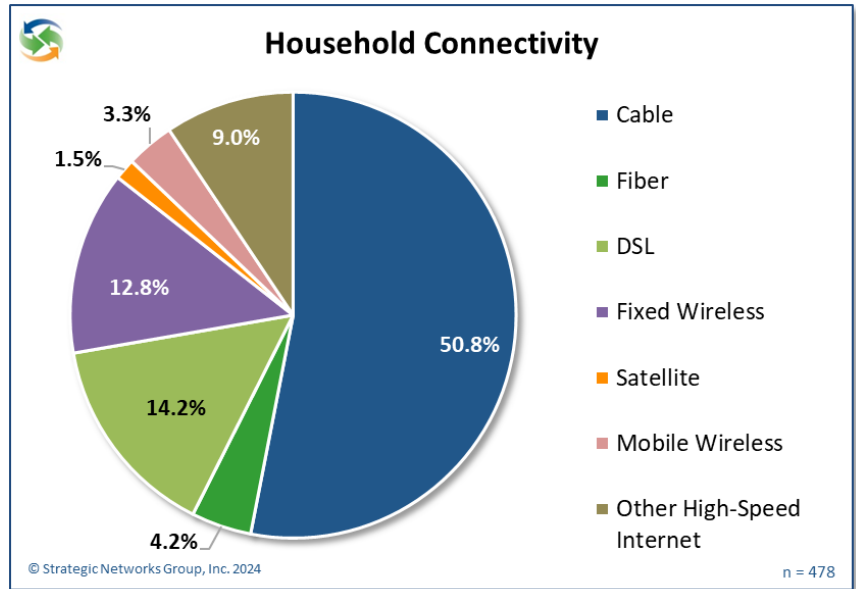


Figure 2. Household Connectivity

The majority of St. Helens residents and business eCheckup respondents reported using cable to connect to the internet. 51% of eCheckup households reported using cable, followed by DSL (14%) and fixed wireless (13%). There was a low amount of reported fiber use for their household internet connectivity at 4% of respondents.

Over half of household respondents to the eCheckup (51%) reported spending greater than the national average of \$75 on their monthly internet service (see Figure 3). This suggests a lack of competition in the local broadband service market, as providers do not have incentive to offer lower prices in the community.

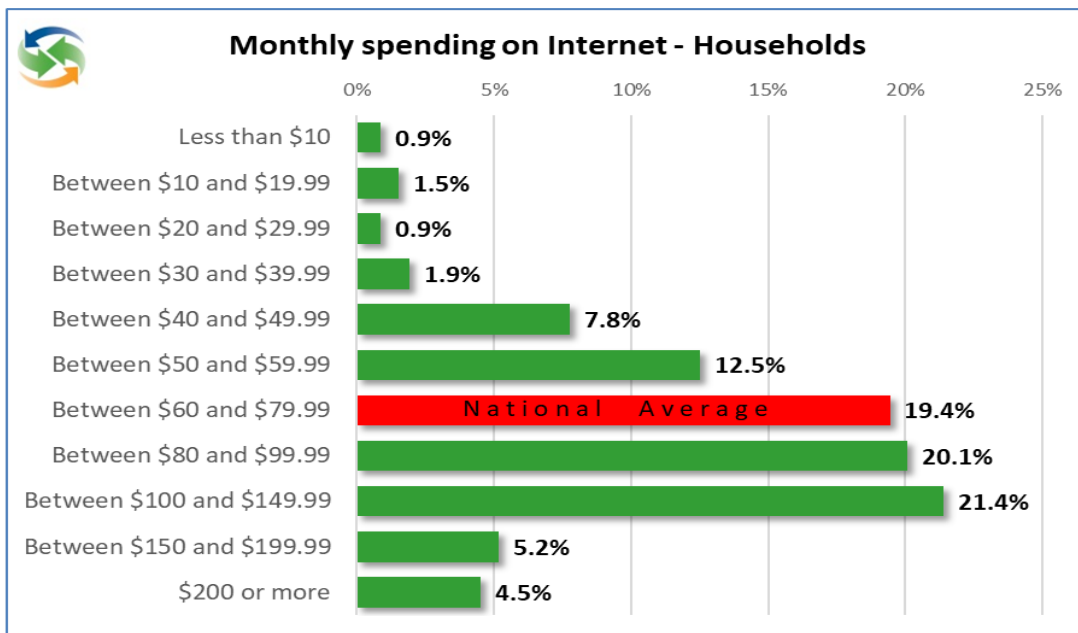


Figure 3. Household Monthly Spending on Internet

## 6.2 Reliability and Satisfaction

When asked about their interest in obtaining better broadband service, over 50% of households indicated that they “Want something better now”, with 40% of businesses responding the same way. This demand for improved service is further supported by 70% of both households and businesses stating they would be “Very likely” to change internet service providers. Analysis reveals that technology type is a strong indicator of broadband satisfaction levels, with the highest amounts of dissatisfaction from households with Satellite and DSL technologies.

### Internet Speed Test Results

As a component of the eCheckup online assessment, participants were asked to conduct a speed test of their existing internet download and upload speeds. Results from St. Helens residents indicated that there were a significant number of households that should be considered underserved, with over one-third (34%) of household speed tests registering below the FCC minimum standard of 25/3 Mbps.

When assessing the available broadband in St. Helens as reported by the FCC, the speed tests gathered by the eCheckup suggested that the community is not as well ‘served’ as is depicted. There are many considerations to take into account when comparing a household’s reported speed to the available broadband internet speed of the area, including the household’s equipment used for connection. Additional research should be conducted to ensure that residents and businesses are receiving the broadband speeds they are paying for.

### Risks of Relocation

There is a risk for St. Helens in not providing access high-speed internet services that are essential to participating in today’s digital economy. Among all eCheckup Household respondents, 52% reported that they would “Definitely” or “Very Likely” consider relocating without the availability of broadband service. This was especially true among younger age demographics and higher-income households, as indicated by Figure 4.

Additionally, households in St. Helens that earn a higher income were more likely to relocate for broadband service compared to other households in the community (see Figure 5). These findings indicate that the most vulnerable demographics to relocation for broadband services, include those high-income earners and younger population groups who support the local economy. There is also a consideration that providing enhanced access to high-speed broadband internet services can attract these groups to live and stay in St. Helens.

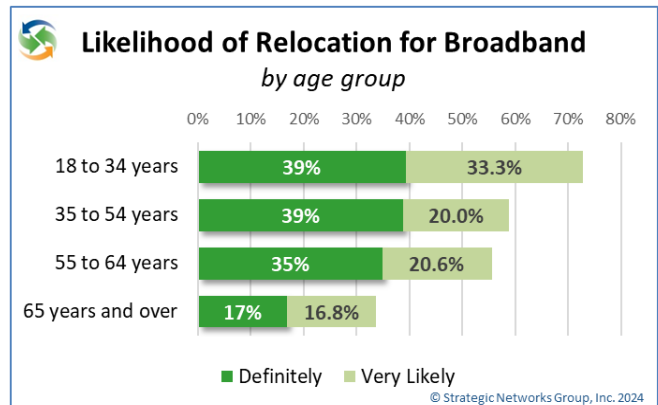


Figure 4. Likelihood of Relocation for Broadband by

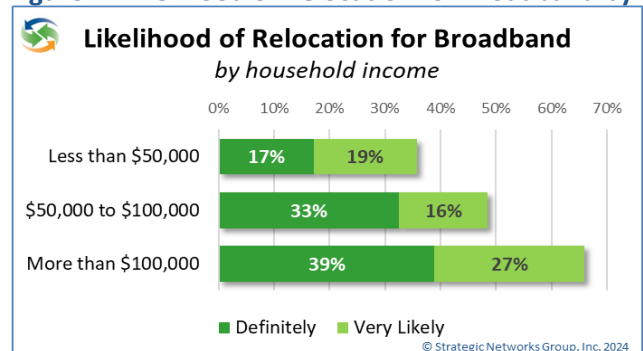


Figure 5. Likelihood of Relocation for Broadband by Household Income

### 6.3 Internet Utilization

The economic impacts and community benefits from broadband are a product of how households and businesses are utilizing their internet connection and online practices. Analysis of gaps, barriers, and opportunities in the use of online practices enables benchmarking the impacts of increasing the adoption of internet and online practices with targeted groups in the community.

#### Household Internet Utilization

Respondents to the eCheckup were asked to report on their utilization of existing internet service among their household, and also indicate if they have a plan to use the technology in the future. Among the utilization category for productivity (Figure 6), 62% of households were accessing the workplace with their internet connection. This was a significant number of residents that rely on internet service to maintain their livelihood. There are also figures related to a household member's 'Plan to use' internet services for productivity. 17% of participating households indicated that they planned to use the internet as a part of their home business. As the digital economy becomes more popular it can be expected that residents will access the internet to supplement or completely support their incomes. Lower speeds, high costs, unreliable connectivity are inhibitors to St. Helens residents realizing their full income potential.

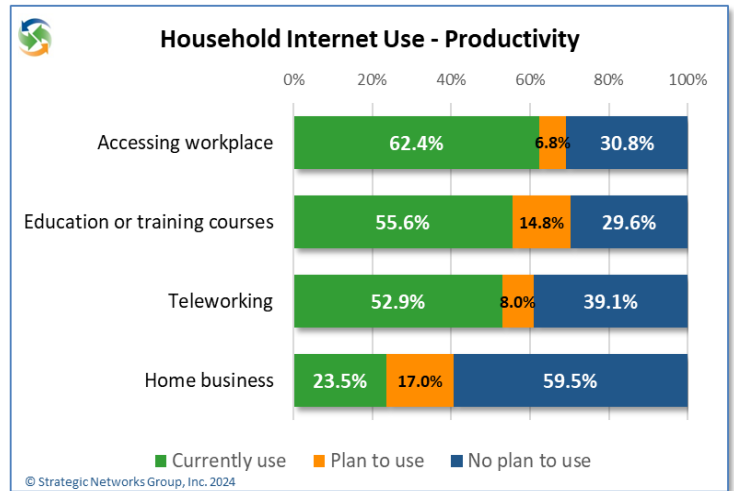


Figure 6. Household Internet Use for Productivity

As shown below in Figure 7, St. Helens' households were using the internet to contribute to their incomes at a lower rate than comparable communities in the Digital Economy Database (DED). This indicates that there is an opportunity to provide resources in the form of education and improved access, that would

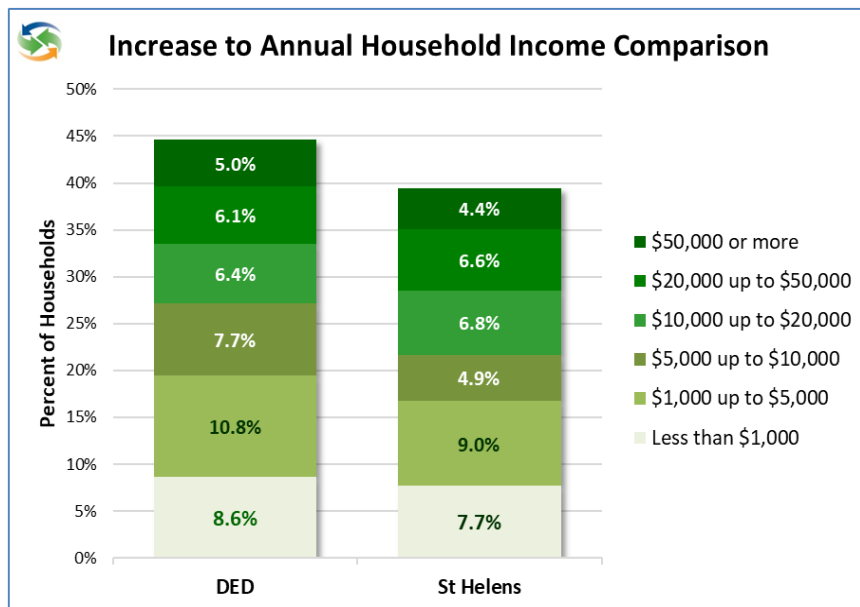


Figure 7. Increase to Annual Household Income DED Comparison

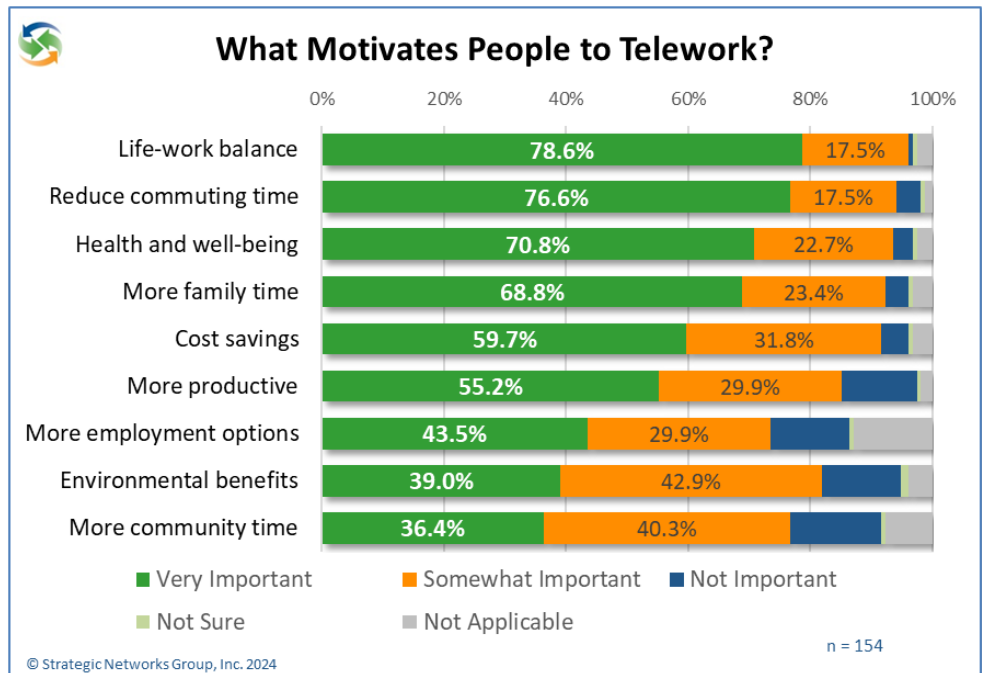
enable these types of utilization, and ultimately contribute to the local economy by increasing local household incomes.

**Teleworking**

Over 80% of eCheckup household respondents reported that they are teleworking or accessing the workplace using their internet connectivity. This is significantly higher compared to responses from other communities included in the DED, indicating that St. Helens has a strong incentive to support and enhance the ability of residents to continue these activities.

Among those households that were participating in Telework, Figure 8 indicates the reasons that

motivate residents to use the internet for working. Those most important aspects included life-work balance, reducing commuting time, and health and well-being. While there are a significant number of St. Helens residents that reported teleworking, this activity should be continually supported with the access of high-speed internet to enhance resident’s quality of life.



**Figure 8. Telework Motivation for Households**

**Business eCheckup Findings**

Those local businesses participating in the eCheckup included 66 respondents, a majority (82%) of which were small businesses with less than five employees. This participation in the eCheckup online assessment indicated an overall interest among local small businesses to participate in the digital economy and a desire to improve operations and business practices by adapting to using more online services.

Businesses were asked to report on their current utilization of online services, with 77% of eCheckup participating businesses indicating they have a website for their businesses (see Figure 9). Significantly, an additional 16% of businesses reported that they ‘Plan to use’ a website. This interest should be supported by the community by empowering local businesses and organizations that support the development of business websites and helps businesses transition from traditional marketing methods. There were also high rates of plan to use for services related to customer service and support, as well as delivering services and content.

By supporting business adoption of online practices, there is an increase in opportunities for residents to gain meaningful employment through these organizations. The city and local stakeholders should anticipate an increase in demand for online services by working to support both business and economic development through increasing online opportunities. This symbiotic relationship should allow the community to

continue to provide workforce training and local outreach to enable connections between the workforce and available job opportunities at local organizations.

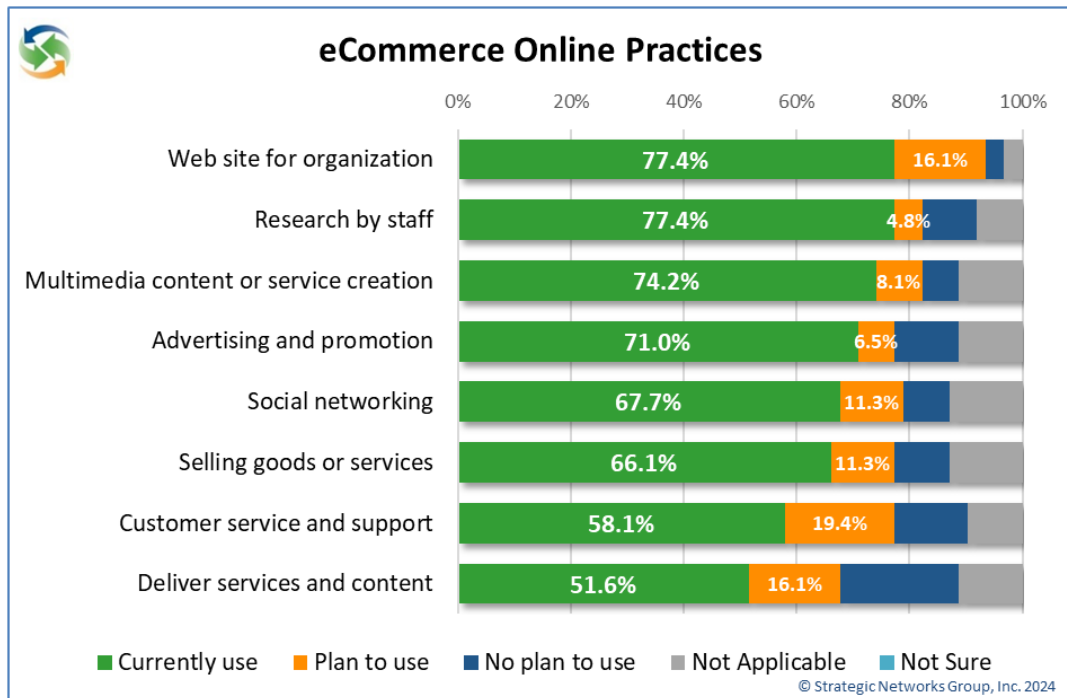


Figure 9. eCheckup Business Online Practices

**Telehealth**

The use of Telehealth service is vital for maintaining needed access to medical care that is increasingly become available online. In locations with limited access to healthcare options, telehealth can provide a cost-effective method of staying in contact with a healthcare provider, and also assist in emergency situations. While 46% of St. Helens residents participating in the eCheckup indicated that they ‘Currently use’ or ‘Plan to use’ telehealth services, there was also a significant amount (30%) that were ‘Willing to explore’ these options (see Figure 10).

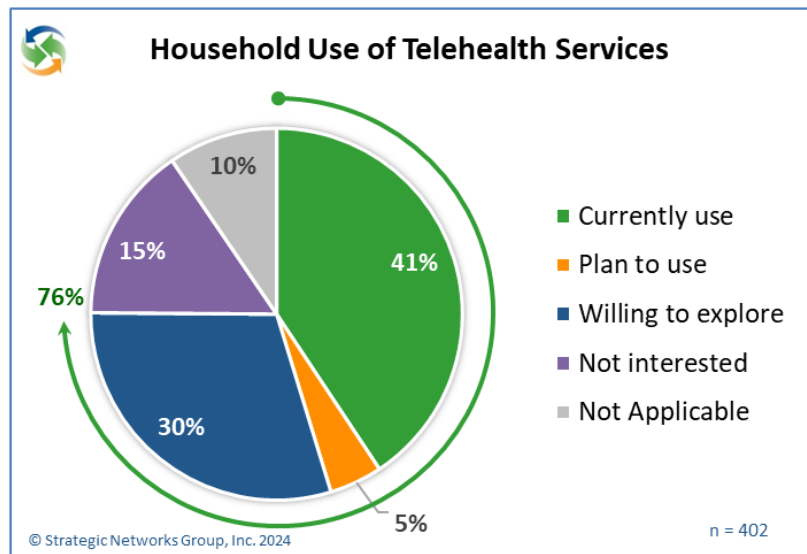


Figure 10. Household Use of Telehealth Services

Those who rely on these services should be supported with available access and speeds that allow for residents to utilize these services fully. For instance, many telehealth options require that residents participate in online video conferencing, which requires higher bandwidth than regular internet access. Residents that indicated they are interested in accessing telehealth, should be supported through raising awareness of the available services and providing information in the community about how to access and

benefit from these services. More robust connectivity would also support the availability of leading-edge imaging and monitoring tools and interactive consults with out-of-area specialists by local practitioners.

**Benefits and Barriers of Internet Use**

Households participating in St. Helens’ eCheckup realized the benefits of broadband compared to other localities responses in the Digital Economy Database (DED) (see Figure 11). As discussed in the previous section, this provides a tangible benefit to the residents of St. Helens and should be further enabled by increasing access to high-speed internet services and workforce development training to enhance the skills needed to compete in the digital economy. Additional findings related to the reported internet utilization from eCheckup participants can be found in the preliminary findings as presented to city council members as a part of this assessment.

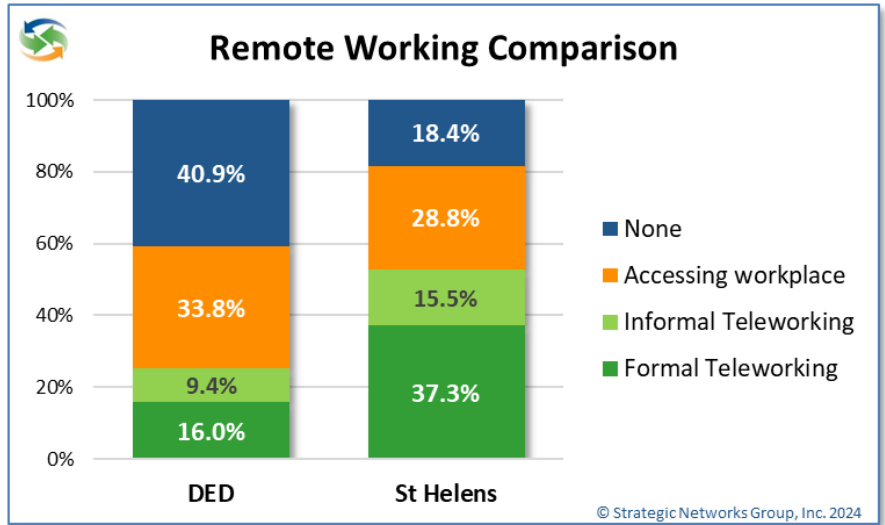


Figure 11. eCheckup and DED Remote Working Comparison

eCheckup respondents were also asked to report on any significant barriers that exist which inhibits their access or ability to take advantage of the internet. As shown in Figure 12, the most important noted barrier was the available ‘Connection speed or reliability’ of internet. This supports the previous eCheckup speed test findings that indicate many households in the community do not have existing high-speed internet service.

Additionally, the second highest reported barrier to using the internet was ‘Privacy and security concerns’. Notably, when eCheckup participants were asked specifically what is a barrier to their using telehealth, this was the primary reported barrier. This presents an opportunity for the community to engage with residents, first to understand their concerns as it relates to privacy and security on the internet, and also to provide educational and awareness outreach of best practices that can limit risks in these online areas. Addressing this barrier can help to increase overall utilization of the internet while supporting residents’ ability to participate in telehealth services and other available online platforms.

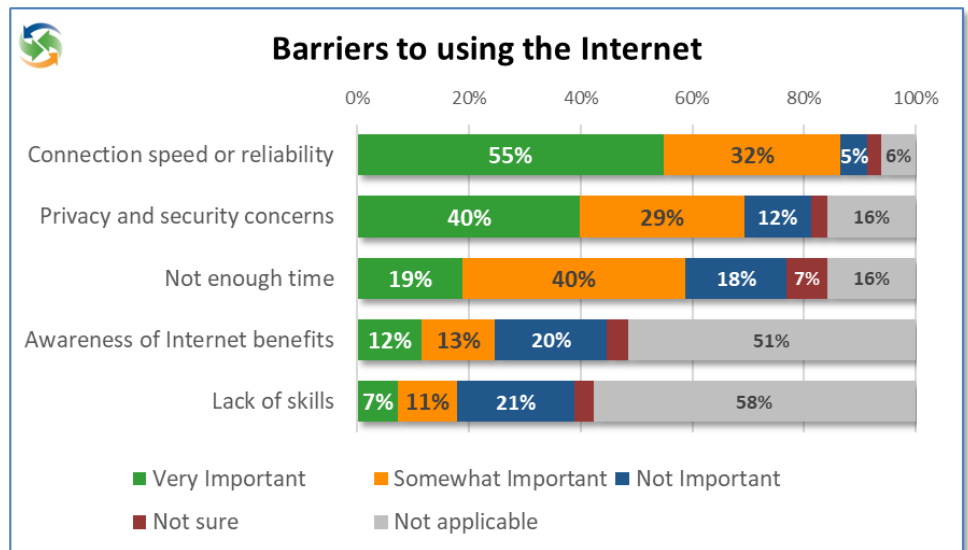


Figure 12. Household Barriers to Using the Internet

## 7 Analysis of Existing Digital Infrastructure and Broadband Service

The table below summarizes the available broadband services levels for households. The map below shows the distribution by Census Blocks – the darker the shading, the higher the percentage of unserved and underserved households in that Census Block.

Table 9. BroadbandAnalyzer: Unserved Households by Census Block

| BroadbandAnalyzer® Scoping Report: St. Helens, Oregon |                |                 |                   |                 |
|---|----------------|-----------------|-------------------|-----------------|
|   | Housing (2020) | % of Households | Population (2020) | % of Population |
| All Households  | 5,636          | 100.0%          | 13,811            | 100.0%          |
| Unserved: 25/3  | 3,936          | 69.8%           | 8,925             | 64.6%           |
| Fully Served: 25/3                                    | 1,700          | 30.2%           | 4,886             | 35.4%           |

By utilizing reported broadband service availability, this analysis indicates that 70% of household are located in census blocks that include unserved broadband locations. A more granular analysis (see Table 10) indicates that of those locations, 1,073 broadband service locations are unserved with the existing broadband service availability.

Table 10. BroadbandAnalyzer: Fiber Deployment to Unserved Locations Cost Estimate

| BroadbandAnalyzer® Scoping Report: Fiber Deployment Cost Estimates to Unserved Locations |                     |                        |                           |                             |
|--|---------------------|------------------------|---------------------------|-----------------------------|
| Housing in Unserved Census Blocks  | Unserved Households | Road Miles / Sq. Miles | Total Fiber Cost Estimate | Avg. Fiber Cost per Premise |
| 3,936  | 1,073               | 59.95 / 2.82           | \$3,123,495               | \$2,911                     |

Applying a fiber deployment cost methodology (detailed in Appendix 2), the total cost to deploy fiber to all of the unserved locations would be \$3.1 million, at an average cost of \$2,911 per premise. This is a relatively low cost per premise which is due to the higher density within St. Helens and presents an opportunity to ensure that all broadband service locations in the municipal area are provided access to high-speed internet service.

Figure 13 below shows additional details about census block locations and broadband service levels.

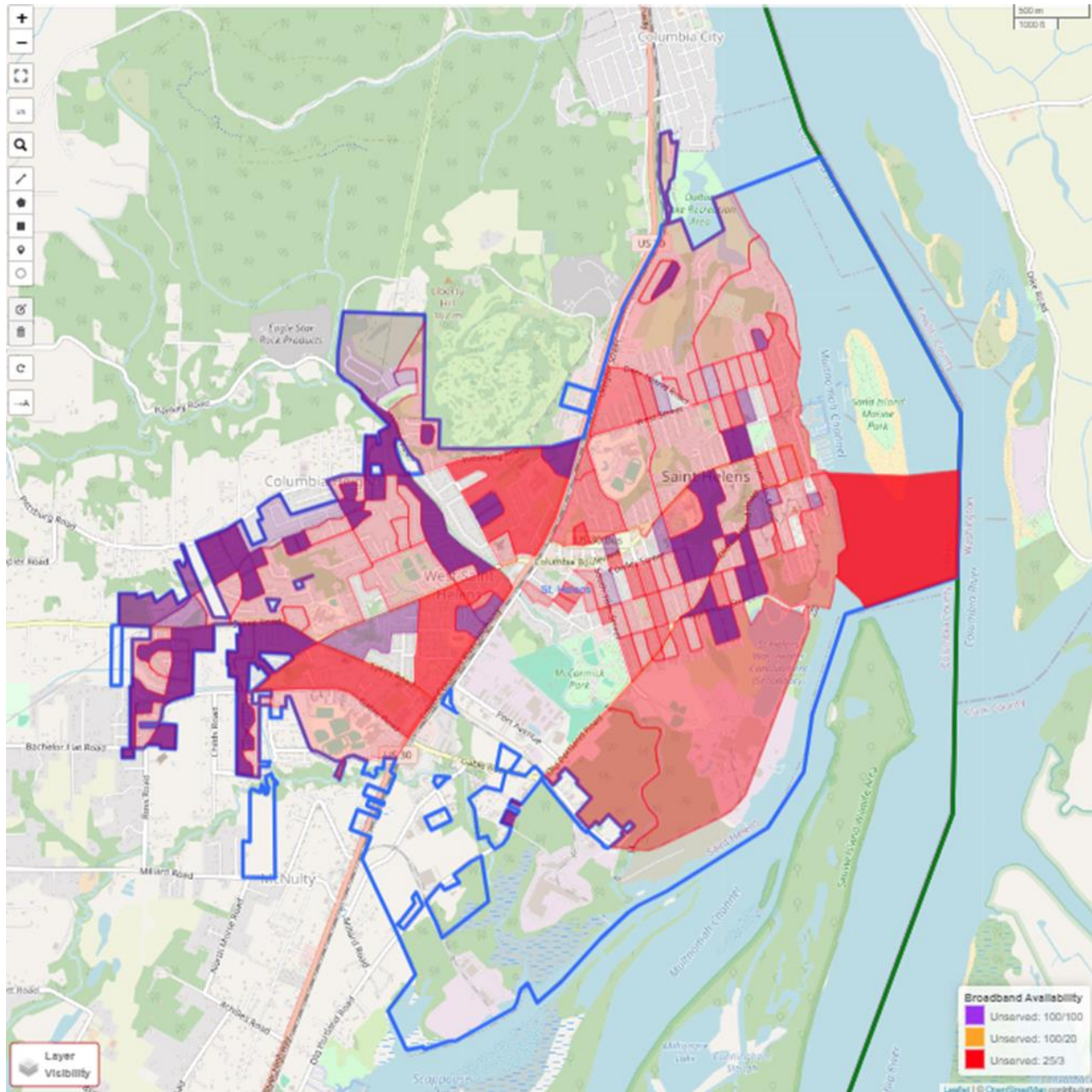


Figure 13. BroadbandAnalyzer Mapping: Unserved Census Block Locations



## 8 Digital Inclusion for Economic and Local Development

In St. Helens the digital landscape for access and inclusion reflects both challenges and opportunities. While the internet has become an indispensable tool for modern life, there remains a significant portion of households without access or ability to realize benefits from use of online practices. This absence of connectivity is not just about infrastructure; it is about ensuring that everyone, regardless of background or circumstance, can effectively participate in an increasingly digital world. Broadband technology opens doors to education, economic opportunities, healthcare, and social services. However, barriers such as socioeconomic status, educational attainment, and geographic location can limit access to these benefits, creating a digital divide that misses opportunities and stifles progress. By implementing collaborative strategies that involve government, educational institutions, non-profits, businesses, and ISPs in fostering digital inclusion, St. Helens can unlock the full potential of broadband, paving the way for economic growth, innovation, and community resilience.

### 8.1 Internet Adoption and Digital Inclusion

According to Census data, over 8% of St. Helens households are currently without an internet subscription.<sup>7</sup> Households with an annual income below \$75,000 account for 96% unconnected households in St. Helens. Furthermore, 5% of households rely on satellite for internet connection and 11% of households use a cellular data plan without another type of internet subscription. Those households that do not have access to, or the ability to afford, broadband services may also lack the devices and digital skills that are needed to participate in today's digital economy. Improving high-speed and affordable internet service to address connectivity gaps is only part of the solution. This section will address digital inclusion and participation required to fully maximize the beneficial economic impacts of broadband.

Digital inclusion is the process to achieve digital equity goals so that all segments of society have opportunity to access and the skills to effectively use the technologies necessary to advance their circumstances and their local economies in a digital world. Universal access alone will not deliver digital equity. Too many residents lack the knowledge, skills, and financial capacity to benefit from the resources and services delivered by broadband. Too many businesses have not adopted the full range of online practices to enable them to be competitive.

Factors underlying digital inequities strongly correlate with poverty, low educational attainment, disabilities, and advanced age. Ethnicity also factors in, primarily as a function of the higher prevalence of the previously listed factors in minority populations, as well as from issues arising from English not being the dominant spoken language in the homes of some minority groups. The interplay of these factors compounds the challenge and underscores the need for creative and collaborative policy, investment, and targeted programming involving partnerships with schools and universities, non-profit organizations, other community anchor institutions, the business community, and the Internet Service Providers (ISPs).

### 8.2 Community Anchor Institutions in St. Helens

Leveraging existing community facilities and resources is an essential part of comprehensive, cost-effective solutions to address gaps in broadband services and utilization by households and businesses in St. Helens. Community assets can provide benefits to both the physical infrastructure build-out to improve broadband

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<sup>7</sup> Out of 5,172 total households in St. Helens, 423 are reported to not have an internet subscription. Census 2022 5-year Estimate Table: [S2801](#)

internet services as well as providing outreach services to the community that improve awareness and participation with targeted groups.

Community Anchor Institutions (CAIs) are local organizations with facilities that support the locality through public safety, education, municipal administration, health, and other vital services. There are 14 CAIs that are identified within St. Helens, including 6 fire and law enforcement facilities, 5 schools, 2 libraries, and a government facility (City Hall). A list of these locations with additional details is provided in Appendix 2. CAIs play a vital role in establishing a foundation of broadband service availability and ample community resources to achieve outreach and engagement with local residents and businesses. Their locations provide opportunities to provide enhanced public services for the community and improve the local infrastructure.

In an effort to raise awareness of available internet services, these locations serve as a focus to engage with the public and provide a platform for public engagement on broadband-related issues. CAIs, along with other available community facilities, can be used to educate the public and encourage adoption of telehealth, workforce development training, smart community services connectivity, and other opportunities. St. Helens should consider these locations to be utilized as local Digital Innovation Hubs. These facilities can provide community members an opportunity to engage with local resources allowing for access to internet service and other tools, as well as a chance for local businesses and social services to showcase available technologies to improve local adoption of their services (see Section 10.1 – Digital Innovation Hubs).

The FCC is currently working to ensure that CAIs are accurately and completely represented within communities as they develop broadband mapping. The spectrum of potential CAIs is broad and beyond local government-affiliated offices and service centers, and can include fire stations, community centers, churches and other faith organization facilities, drug stores, and other organizations. An important role of St. Helens and the State of Oregon going forward will be to **verify and expand the portfolio of local facilities that are able to assist in the improvement of broadband service and availability are included in future program-planning initiatives.**

### 8.3 Leadership with Digital Infrastructure in St. Helens

St. Helens has a vested interest in taking a leadership role on digital infrastructure and digital inclusion for local economic and community development. As a city government, St. Helens has a holistic, longer-term view to retaining and growing the tax base. Furthermore, as an established local entity that State and Federal funding agencies are most likely to recognize, the city has an opportunity to support the grant application process for BEAD and other funding opportunities.

Based on outreach, stakeholder engagement, and analysis of findings from SNG's research on broadband gaps, the following Principles for Public Investment in Digital Infrastructure can be followed to find an equilibrium between city needs and fiduciary responsibilities with private-sector market interests.

#### Principles for Public Investment in Digital Infrastructure for St. Helens

- Approach broadband as digital infrastructure – public investments in infrastructure should be owned by the locality so they can be stewards of their own future, whether roads, water or sewer or broadband. For St. Helens, this means connecting everyone in St. Helens as soon as possible with at least 100/100 Mbps with digital infrastructure investments.
- Public funds should not be used to subsidize one service provider's infrastructure (private or public) over other service providers' infrastructure, strengthening the market power of the provider receiving public funds. Instead, public funds should enable improved and competitive services through digital infrastructure that is open to all service providers.
- Competition is a means to enable competitive services and pricing, where markets are large enough to support multiple providers (with at least two internet service provider options for residents or businesses, three is better). Where markets are not large enough, public-private partnerships between the service provider and the locality can achieve competitive service and pricing levels (in such cases, long-term service contracts with performance metrics would be signed into agreements).
- For service providers that can and are interested in expanding their footprints, St. Helens can support providers with:
  - Affordable last-mile and middle-mile infrastructure that is built with an open-access design but may be operated as a public-private partnership with one provider under a performance contract when the market size does not support multiple providers.
  - Aggregation of demand, market intelligence, and qualified leads for more effective sales and marketing, customization of offerings, and better customer service by providers.
  - Faster and simpler access to easements.
  - Community engagement because service provider outcomes are always better when supported by local champions.
  - Defined population density that makes sense for digital infrastructure investments (fiber and fixed wireless).

## 9 Digital Infrastructure for St. Helens

Areas in St. Helens remain unserved, underserved, and overcharged with broadband because private sector internet service providers do not expect enough of a financial return from investing in those areas. Communities in this situation are often waiting for new funding, new technology, or a private sector provider to step-in and solve their broadband gaps. Even for areas that are considered ‘served’ based on the FCC’s 25/3 Mbps definition of broadband, COVID-19 shined a spotlight on the need for robust digital infrastructure in all areas because unequal access, degrading internet speeds, and instable reliability hurt the local economy.

Community initiatives that attempt to address their broadband gaps by becoming a service provider using a traditional broadband service provider approach are fundamentally flawed. If broadband were financially feasible in those areas, providers would be there already. Furthermore, communities attempting to provide broadband services to those areas are at several disadvantages, most notably competing with experienced incumbents while trying to serve low-profitability areas. The private sector business case for broadband is not flawed; it is correct, which is why those areas remain unserved, underserved, or overcharged.

Relying on traditional private-sector providers to step-in and invest in community digital infrastructure is also flawed. Although communities see significant benefits from broadband investments in terms of retention and growth of local jobs and businesses and quality of life, such community benefits do not accrue to traditional private-sector service providers. This results in underinvestment in broadband relative to a community’s needs. In contrast, from the service providers’ point of view, the level of investment is rational because they receive higher returns elsewhere with higher population densities and lower buildout costs. If, for example, investments into road infrastructure depended exclusively on the direct returns to private sector investors, how extensive and of what quality would our road networks be? Compounding that misalignment, the short-term time horizons for private sector service providers (typically 3-5 years) are not long enough to fully capture investment returns from local market growth.

### 9.1 Strategy for Broadband and Digital Infrastructure Investments

Broadband gaps will continue until localities and investors find a viable solution that better aligns community needs with investors’ returns on their investments. The **critical first step is to pivot to a digital infrastructure approach** in which the longer-term economic benefit to community growth and business success is taken into account. Growing the addressable market for service providers leads to a virtuous cycle that increases network revenue opportunities and returns on investment.

Community initiatives need to take an infrastructure investment approach in order to realize the full economic and community benefits from digital infrastructure over the long term. This can be operationally achieved by partnering with digital infrastructure<sup>8</sup> investors (public and private), in which ownership and operations are structurally separated from retail service delivery. This enables competitive service offerings without becoming a direct competitor to incumbent providers.

Broadband that connects all in a community is digital infrastructure. Like roads and electrical grids, digital infrastructure enables benefits to local economic vitality, competitiveness, resilience, and quality of life. However,

**Digital Infrastructure enables benefits to local economic vitality, competitiveness, resilience, and quality of life.**

<sup>8</sup> Digital infrastructure is a platform for broadband (high-speed internet) networks that are reliable, affordable, and future-ready with at least 100 / 100 Mbps download and upload speeds.

most of these benefits from digital infrastructure investments do not accrue to private sector internet service providers. This results in underinvestment in broadband as providers only target areas they assess to be profitable.

Digital infrastructure is more than simply fast broadband access. Digital infrastructure connects all anchor institutions, residents, and businesses in the community so that all can effectively participate in an increasingly online economy, rather than only serving the most profitable areas. Ubiquitous affordable broadband increases local innovation and grows the local economy, which, in turn, grows the local market for broadband and value-added services. There is attendant upswing in demand for broadband and the value-added services it delivers. These spillover effects (sustainable local economic growth, enhanced quality of life) are indirect benefits to communities and a primary driver for public investment in infrastructure (roads, water and sewer systems, electric utilities).

When localities take a digital infrastructure approach, they are better able to capture the full community benefits over the long term, while creating the potential for competitive service offerings without becoming a direct competitor to incumbent providers. As with road infrastructure, communities can enter into public-private partnerships in digital infrastructure and retain sovereignty over their digital future, while separating ownership from network operations and retail service delivery.

Ubiquitous high-quality broadband is a goal that is often best (or only) realized through a model driven by public-private partnership in the investment in digital infrastructure. This model builds on principles established in the public funding of roads, water and sewer systems, and electric utilities because the indirect benefits to communities are a primary driver for public investment in infrastructure whereas indirect benefits are off-balance sheet to private investors.

## 9.2 Path Forward Options for the City of St. Helens

There are a number of advantages to the City of St. Helens creating a public-private partnership for digital infrastructure. Enabling competition between multiple retail service providers leads to a greater choice of offerings. It also creates new opportunities for the city to retain and attract businesses for whom availability of robust and competitively priced broadband is increasingly a non-negotiable determinant of location. St. Helens has multiple use cases for digital infrastructure that can drive operational cost savings, including public safety communications, city networking needs, and redundancy for all networking and communications needs.

Rather than attempting to directly compete with incumbent ISPs, St. Helens has a vested interest in **investing in a public-private partnership for digital infrastructure** in which options include using an existing utility or creating a Broadband Authority or Special Purpose Vehicle. This retains local assets and economic sovereignty, while enabling outsourcing operations and internet services. A similar model is an airport authority<sup>9</sup> in which operations of the infrastructure are outsourced and services are provided by private airlines who pay gate fees. This proven model for airports mirrors the "open access" model for digital infrastructure. By enabling competition among broadband providers rather than subsidizing one provider, which can create a monopoly position, broadband subscribers across St. Helens get the added benefits arising from competition. The following table summarizes traditional options for addressing broadband gaps.

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<sup>9</sup> Airports are high-cost infrastructure investments that individual airlines would be challenged to build and operate. A proven model is for the locality to own the airport, but outsource the operations (with a performance contract) and charge gate fees to carriers like Air Canada, WestJet, etc.

Table 11. Options in Addressing Broadband Gaps

| Traditional Options in Addressing Broadband Gaps for St. Helens  |   |   |  |
|--|---|---|--|
| Strategy   | Cost  | Projected Benefits  | Expected Outcomes  |
| <b>Do Nothing</b> – leave unserved and underserved market to private sector service providers  | For unserved and underserved areas: <ul style="list-style-type: none"> <li>• Reduced economic opportunities and quality of life</li> <li>• Reduced tax revenues and property values</li> </ul>  | No financial implications to city because city is not involved  | Unserved and underserved areas will persist where there is not enough of a private sector business case to serve them <ul style="list-style-type: none"> <li>• Risk of continued digital divide</li> <li>• Limited ability to implement smart community services</li> <li>• Declining economy and population</li> </ul>  |
| <b>Subsidize Provider Business Case</b> (traditional approach to public-private partnerships)  | Subsidy (e.g., financial, rights of way, market exclusivity) by city to attract private-sector partner investment in network  | Service to designated unserved and underserved areas as part of partnership agreement   | Subsidization of business case to a private-sector partner <ul style="list-style-type: none"> <li>• Potentially limited competition to the provider under contract</li> <li>• City’s goals of economic vitality, community benefits, smart community services, and long-term planning may not align with provider’s goals (revenues, profitability, enough return on investment compared to other investment opportunities)</li> </ul> |
| <b>Become an internet service provider</b>   | <ul style="list-style-type: none"> <li>• Resources to build, operate, and manage network</li> <li>• Continual need to acquire customers</li> <li>• Need to compete against incumbent and new providers</li> <li>• Legal challenges from incumbents</li> </ul> | <ul style="list-style-type: none"> <li>• Ability to direct investments to neighborhoods, and potentially to generate positive cash flow if there is a business case</li> <li>• Control over technology updates</li> </ul> | Operating as a competitive provider in an incumbent provider market (i.e., pre-existing providers serving area), which means that demand in unserved and underserved neighborhoods may not be enough to sustain a business case for a municipal ISP  |
| <b>Public-Private Partnership to invest in digital infrastructure</b> (outsourcing operations and using an open access model for retail internet services) | Resources to build a network and creation of a Broadband Authority/Utility or Special Purpose Vehicle (SPV)   | Internet service improvements and lower costs for bandwidth because open access enables competition and ubiquitous community access   | <ul style="list-style-type: none"> <li>• City is a steward of its economic and political future</li> <li>• Open access network architecture offers greatest alignment between community needs and broadband services</li> </ul>  |

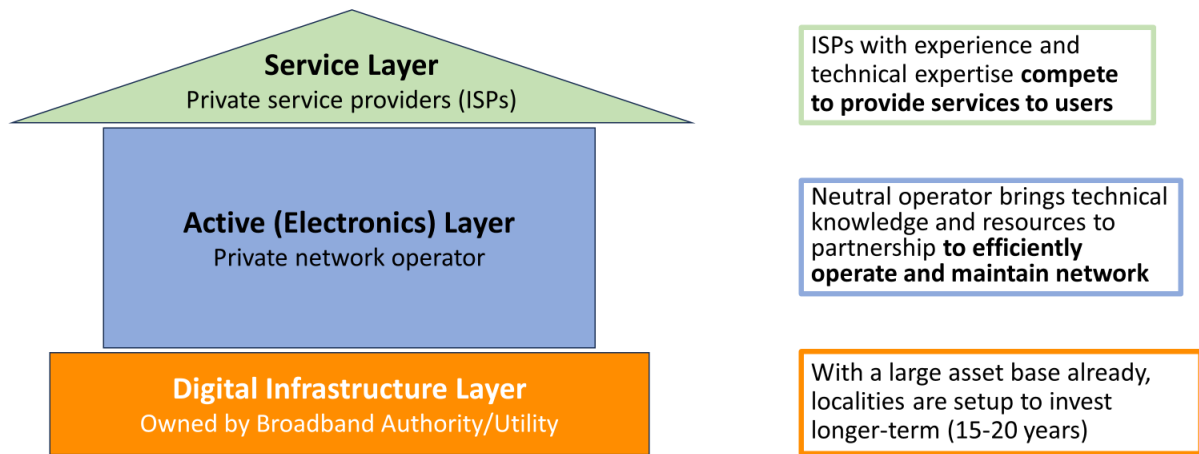
### 9.3 Digital Infrastructure Model to Enable Competition

Investments in digital infrastructure need to bridge broadband gaps identified in this report. To reduce barriers to entry for internet service providers (capital costs, technology compatibilities, etc.) to serve individual premises in St. Helens, a digital infrastructure network design should structurally separate network ownership (i.e. asset paid with taxpayer funds) from network operations and retail services. This enables the appropriate network operating model to be chosen (one provider, multiple providers via open access, etc.) based on local market circumstances, interest by private-sector partners, and network demand (current and potential)<sup>10</sup>. Providing high-capacity digital infrastructure to last mile (connecting premises) and middle mile enables competitive retail service providers to enter and operate within the locality.

Network operation revenues (primarily derived from customer subscriptions) can cover the network build and operations costs. For example, leasing the digital infrastructure can provide St. Helens the revenue to pay the costs of owning and maintaining the initial infrastructure, while retaining control over future investments, build-out phases, and network maintenance.



## Structural Separation of Digital Infrastructure



**Delivery of services by private sector, with local stewardship over digital infrastructure**

**Figure 14. Structural Separation of Digital Infrastructure**

With structural separation of network ownership from operations and service, network operators can be contracted to manage network operations. Third-party retail providers can be invited to offer their internet services at competitive rates, while also providing an ongoing fee for access to the network. The cost for retail providers to access the market is minimal compared to the cost of building their own digital infrastructure, which is a financial incentive to participate. Furthermore, digital infrastructure increases local innovation and grows the local economy, which grows the local market for broadband and value-added service providers, and retail providers are well aware of these benefits.

<sup>10</sup> <https://sngroup.com/broadband-demand-definitions/>

## 10 eStrategy for St. Helens

### 10.1 Recommendations and Next Steps for St. Helens

Priorities among elected officials, community leaders, and local stakeholders, as identified in the **Digital Needs and Readiness Assessment** (Section 2), showed a consensus on goals and issues that can be addressed through digital infrastructure and improving access to vital services that are enabled by broadband access, in particular expanded online education and new opportunities for work and economic growth.

Based on the gaps, barriers, and opportunities identified in the **Broadband Assessment** (Section 4), the following recommendations provide next steps for the City of St. Helens to address broadband and digital inclusion gaps. The following digital inclusion and transformation recommendations are designed to build an eStrategy for the City of St. Helens that:

- Raises digital awareness and builds capacity of local households and businesses to fully realize the benefits from online practices
- Leverages local stakeholder resources to sustainably meet the evolving digital needs
- Enables the community to fully realize economic impacts and community benefits from digital infrastructure and effective use of online practices

Successfully implementing an eStrategy will require a holistic approach that takes into account the needs of the community and projected growth in demand for online practices. This includes building a shared vision among elected officials, community leaders, and local stakeholders that grows buy-in around strategies and commitments for the project participants. The recommendations also include digital inclusion and transformation elements that address the digital capacity of local businesses and demographic groups.

### eStrategy Recommendations for St. Helens

#### **Broadband, Digital Infrastructure, and Digital Inclusion Need to be Managed as a Process**

Technologies, community needs and expectations, and local circumstances will change and evolve. Therefore, implementing digital infrastructure and transformation is a process. This requires an ongoing effort and focus to identify evolving digital inclusion needs, strategically address them, measure outcomes and share performance stories to substantiate investments made to plan for future phases.

#### **Digital Economy Management**

Based on the findings from this study and discussions with stakeholders in St. Helens, it is recommended that a dedicated resource be designated, or necessary expertise be commissioned, for managing and coordinating broadband and digital inclusion initiatives. This includes promoting innovative uses of the digital infrastructure by local businesses, organizations, and households

This role would involve not only the oversight of these projects but also regular reporting to the City Councilors. Engaging with the Councilors is crucial, particularly when political leverage is required, such as staying updated with the State Broadband Office or coordinating with key local stakeholders.

Additionally, this resource would support the development and coordination of grant applications and help manage funding processes for broadband infrastructure. This position is important for driving the digital



transformation within the community, ensuring that collaboration with local service providers is optimized and that the benefits of digital advancements are accessible to all residents.

### **Digital Innovation Hubs**

To enhance digital access and literacy in St. Helens, identifying local facilities that can serve as Digital Innovation Hubs will help the city build an inventory of resources that can serve the digital economy. These hubs would offer public access to computers and other internet access devices, thereby democratizing digital resources. Furthermore, these centers become meeting points for **Digital Navigators** to showcase and demonstrate existing technologies, helping individuals understand potential benefits firsthand. Activities could include 'test-driving' the speed of fiber broadband, exploring telehealth and remote monitoring, and examining the uses of precision agriculture. Alongside this, there should be a concerted effort to develop an outreach and engagement plan that informs all residents and businesses of these offerings. Local stakeholders will be vital to build local capacity and employ a train-the-trainer model, which will provide necessary resources and technical support to bridge digital inclusion gaps effectively.

### **St. Helens Broadband Planning**

St. Helens should actively pursue Federal and State funding opportunities, with a particular focus on coordinating with regional partnerships to ensure scalability and sustainability of broadband initiatives. One strategic move could be joining regional broadband coalitions, such as Col-Pac<sup>11</sup> or other similar organizations, that would provide the ability to leverage assets and expertise that could contribute to Broadband Equity, Access, and Deployment (BEAD) funding. Regional planning can result in higher scoring in grant applications.

### **Ongoing Communication and Community Engagement**

Implementing an ongoing communication process to keep local leaders and the public informed and aware of opportunities is vital. Communication and community engagement should highlight the benefits of digital inclusion and transformation initiatives throughout the city, while exploring opportunities to join other regional initiatives that serve similar interests. Outcomes and impacts from community outreach activities should be measured with performance stories shared among community members and leaders.

### **Track Economic Impacts and Community Benefits**

Regularly measure outcomes and impacts to enable the city to share success stories and demonstrate benefits from community investments. These efforts will not only build local and regional consensus, but can also enable feedback mechanisms needed to identify and address evolving digital needs in a timely and effective manner.

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<sup>11</sup> Col-Pac is an economic development district, currently representing nearby counties of Columbia, Clatsop, Tillamook, and Washington. <https://nworegon.org/>

## Appendix 1 - Community Anchor Institutions in St. Helens

Table 12. Community Anchor Institutions: Location and Type

| ENTITY NAME  | ADDRESS  | CATEGORY                            |
|--|--|-------------------------------------|
| OREGON STATE POLICE – ST. HELENS*                      | 500 NORTH HIGHWAY<br>SAINT HELENS, OR 97051                  | PUBLIC SAFETY                       |
| COLUMBIA COUNTY JAIL/SHERIFF*                          | 901 PORT AVE<br>ST. HELENS, OR 97051                         | PUBLIC SAFETY                       |
| COLUMBIA RIVER FIRE AND RESCUE – SAINT HELENS STATION* | 105 SOUTH 12 <sup>TH</sup> STREET<br>SAINT HELENS, OR 97051  | PUBLIC SAFETY                       |
| COLUMBIA RIVER FIRE AND RESCUE – ADMINISTRATION*       | 270 COLUMBIA BLVD<br>ST. HELENS, OR 97051                    | PUBLIC SAFETY                       |
| COLUMBIA RIVER FIRE AND RESCUE – TRAINING*             | 58555 MCNULTY WAY<br>ST. HELENS, OR 97051                    | PUBLIC SAFETY                       |
| ST. HELENS POLICE DEPARTMENT*                          | 150 S 13 <sup>TH</sup> STREET<br>ST. HELENS, OR 97051        | PUBLIC SAFETY                       |
| ST. HELENS CITY HALL*                                  | 265 STRAND STREET<br>ST. HELENS, OR 97051                    | GOVERNMENT                          |
| ST. HELENS PUBLIC LIBRARY*                             | 275 S 18 <sup>TH</sup> STREET, STE A<br>ST. HELENS, OR 97051 | LIBRARY                             |
| COLUMBIA COUNTY LAW LIBRARY*                           | 270 S. FIRST STREET<br>ST. HELENS, OR 97051                  | LIBRARY                             |
| MCBRIDE ELEMENTARY SCHOOL*                             | 2774 COLUMBIA BLVD<br>ST HELENS, OR 97051                    | SCHOOL AND EDUCATION                |
| ST HELENS HIGH SCHOOL*                                 | 2375 GABLE RD<br>ST HELENS, OR 97051                         | SCHOOL AND EDUCATION                |
| CUBS CORNER  | 2375 GABLE RD<br>ST HELENS, OR 97051                         | SCHOOL AND EDUCATION                |
| THE TOT SPOT   | 2365 COLUMBIA BLVD<br>ST HELENS, OR 97051                    | SCHOOL AND EDUCATION                |
| SNOOPEELAND CHILD DEVELOPMENT CENTER                   | 174 SUNSET DRIVE<br>ST HELENS, OR 97051                      | SCHOOL AND EDUCATION                |
| COLUMBIA COUNTY EDUCATION CAMPUS*                      | 474 N 16 <sup>TH</sup> ST<br>ST HELENS, OR 97051             | SCHOOL AND EDUCATION                |
| ST HELENS MIDDLE SCHOOL*                               | 354 N 15 <sup>TH</sup> ST<br>ST HELENS, OR 97051             | SCHOOL AND EDUCATION                |
| LEWIS & CLARK ELEMENTARY SCHOOL*                       | 111 S 9 <sup>TH</sup> ST<br>ST HELENS, OR 97051              | SCHOOL AND EDUCATION                |
| SPRING MEADOWS ASSISTED LIVING FACILITY                | 36070 PITTSBURG RD<br>SAINT HELENS, OR 97051                 | MEDICAL AND HEALTHCARE INSTITUTIONS |
| LEGACY URGENT CARE CLINIC                              | 500 NORTH COLUMBIA RIVER HIGHWAY<br>SAINT HELENS, OR 97051   | MEDICAL AND HEALTHCARE INSTITUTIONS |
| MEADOW PARK HEALTH AND SPECIALTY CARE CENTER           | 75 SHORE DRIVE<br>SAINT HELENS, OR 97051                     | MEDICAL AND HEALTHCARE INSTITUTIONS |
| SEMLINGS PHARMACY, INC                                 | 1804 COLUMBIA BLVD<br>SAINT HELENS, OR 97051                 | MEDICAL AND HEALTHCARE INSTITUTIONS |
| WALGREENS - 10056                                      | 175 SOUTH COLUMBIA RIVER HIGHWAY<br>SAINT HELENS, OR 97051   | MEDICAL AND HEALTHCARE INSTITUTIONS |

|                      |   |                                     |
|----------------------|---|-------------------------------------|
| AVAMERE AT ST HELENS | 2400 GABLE RD<br>SAINT HELENS, OR 97051                       | MEDICAL AND HEALTHCARE INSTITUTIONS |
| SAFEWAY              | 795 COLUMBIA RIVER HIGHWAY<br>SAINT HELENS, OR 97051          | MEDICAL AND HEALTHCARE INSTITUTIONS |
| RITE AID - 5333      | 785 SOUTH COLUMBIA RIVER<br>HIGHWAY<br>SAINT HELENS, OR 97051 | MEDICAL AND HEALTHCARE INSTITUTIONS |
| WAL-MART - 2422      | 2295 GABLE ROAD<br>SAINT HELENS, OR 97051                     | MEDICAL AND HEALTHCARE INSTITUTIONS |

\* = identified as CAI by Oregon Broadband Office

**CELL TOWER INFORMATION**

COLUMBIA 911 COMMUNICATIONS DISTRICT  
Height: 38.1 meters  
FCC License ID: 2524438  
56811 MCNULTY WAY  
SAINT HELENS, OR

## Appendix 2 - Broadband Deployment Cost Calculation Methods

Fiber deployment cost is calculated per linear mile using the relevant row of the cost table using the formula:

$$\text{Fiber Cost} = (\# \text{ Unserved Households} \times \text{Fiber Cost per Household}) + (\# \text{ Linear Road Miles} \times \text{Fiber Cost per Lineal Mile})$$

Costs are determined using the following totals for fiber deployments.

Table 13. Fiber Deployment Cost Estimate Figures

| Deployment Cost Estimates |              |                       |                 |                    |                      |
|---------------------------|--------------|-----------------------|-----------------|--------------------|----------------------|
| Fiber Density Group       | Fiber per HH | Fiber Per Linear Mile | Wireless Per HH | Wireless Per Tower | Wireless Tower Range |
| Commercial                | \$1,500      | \$25,000              | \$1,500         | \$150,000          | 2.50                 |
| Subsidized                | \$1,500      | \$50,000              | \$1,500         | \$200,000          | 2.50                 |
| High-cost                 | \$3,000      | \$100,000             | \$3,000         | \$350,000          | 2.50                 |

## Appendix 3 - Definition of Concordance

### Inter-rater Concordance ( $r_L$ )

Numeric measurement of the level of agreement between between the responses to a categorical survey question, with  $r_L = 1$  corresponding to complete agreement (all responses are the same), and  $r_L = 0$  corresponding to complete disagreement (responses are equally split between the two extremes).

We use

$$r_L = \sqrt{r_{wg(j)}^*}$$

with  $r_{wg(j)}^*$  as defined in O'Neill (2017):

$$r_{wg(j)}^* = 1 - (S_x^2 / \sigma_{mv}^2)$$

where:

- the observed variance of the responses is  $S_x^2$ , and
- the maximum variation possible for the responses is  $\sigma_{mv}^2$ , achieved when all of the responses are split between the minimum and maximum scale values:

$$\sigma_{mv}^2 = (X_U - X_L)^2 (p)(1 - p)$$

with

- $X_U$  is the upper (maximum) value of the scale,
- $X_L$  is the lower (minimum) value of the scale,
- $p = \frac{\lfloor \frac{N_x}{2} \rfloor}{N_x}$  is the proportion of values at one extreme, computed by dividing the total number of observations  $N_x$  by 2, and then applying the floor function ( $\lfloor x \rfloor$ ) to round down



**strategic**  
networks group

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advancing economies in a digital world

**Lisa Scholl**

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**From:** Jamie Ford  
**Sent:** Tuesday, July 23, 2024 11:25 AM  
**To:** Kathy Payne; Lisa Scholl; John Walsh  
**Cc:** Dawn Richardson  
**Subject:** Leak Adjustment Request  
**Attachments:** Melton.pdf

Good Morning,

Craig Melton reached out regarding a Leak Adjustment. They found that they had a leak from an unusually high Billing Cycle. Craig called Crow Water Systems to do a leak detection and repair the leak. Repairs were \$500.00. Repair receipt is attached in the packet above. The leak mainly affected 2 billing cycles (06/15 & 07/15). They are seeking an adjustment for the months affected by the leak. I informed them, per our policy, that any adjustment above \$1,000.00 would require Council Approval.

Craig Melton’s account began 11/12/2009 and his average monthly bill prior to the leak was \$392.40. The months he is requesting an adjustment for, are as follows:

| DATE                        | FULL ADJUSTMENT AMOUNT |
|-----------------------------|------------------------|
| 06/15/2024                  | \$ 576.37              |
| 07/15/2024                  | \$ 507.85              |
| <b>TOTAL ADJUSTMENT OF:</b> | <b>\$ 1,084.22</b>     |

Thank you,

*..Jamie Ford..*

Administrative Billing Specialist

**City of St. Helens**

503-397-6272

275 Strand Street, St. Helens, OR 97051

[www.sthelensoregon.gov](http://www.sthelensoregon.gov) | [jford@sthelensoregon.gov](mailto:jford@sthelensoregon.gov)



**LEAK ADJUSTMENT REQUEST - Residential**

Item #12.

Prepared By: Jamie Ford  
 Customer Name: Craig Melton  
 Account #: 21-03488-000

Date Filled Out: 07/23/24  
 Date of Bill: 07/15/24

| Enter Billing Specifics:<br><br>RESIDENTIAL  | <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>System Name</u></th> <th style="text-align: left;"><u>Detail</u></th> <th style="text-align: right;"><u>Amount</u></th> <th style="text-align: right;"><u>Volume</u></th> <th style="text-align: right;"><u>Rate</u></th> </tr> </thead> <tbody> <tr> <td>Water</td> <td>Consumption</td> <td style="text-align: right;">350.72</td> <td style="text-align: right;">6,360</td> <td style="text-align: right;">5.5144 Apartments</td> </tr> <tr> <td>Water</td> <td>Fixed</td> <td style="text-align: right;">46.84</td> <td></td> <td></td> </tr> <tr> <td>Water</td> <td>Utility Assist</td> <td style="text-align: center;">-</td> <td></td> <td style="text-align: right;">No</td> </tr> <tr> <td>Sewer</td> <td>Consumption</td> <td style="text-align: right;">351.10</td> <td style="text-align: right;">6,360</td> <td style="text-align: right;">5.5205 Consumption</td> </tr> <tr> <td>Sewer</td> <td>Fixed</td> <td style="text-align: right;">74.92</td> <td></td> <td style="text-align: right;">Standard Fixed</td> </tr> <tr> <td>Public Safety</td> <td>Fixed</td> <td style="text-align: right;">40.00</td> <td></td> <td></td> </tr> <tr> <td>Storm</td> <td>Fixed</td> <td style="text-align: right;">92.35</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Original Bill Amount =</b></td> <td style="text-align: right;"><b>955.93</b></td> <td colspan="2"></td> </tr> </tbody> </table> | <u>System Name</u> | <u>Detail</u> | <u>Amount</u>      | <u>Volume</u> | <u>Rate</u> | Water      | Consumption | 350.72    | 6,360 | 5.5144 Apartments   | Water              | Fixed         | 46.84         |               |             | Water | Utility Assist | -      |       | No     | Sewer | Consumption | 351.10 | 6,360 | 5.5205 Consumption | Sewer | Fixed | 74.92         |  | Standard Fixed | Public Safety | Fixed | 40.00 |  |  | Storm | Fixed | 92.35 | - |  | <b>Original Bill Amount =</b> |  | <b>955.93</b> |  |  |
|--|---|--------------------|---------------|--------------------|---------------|-------------|------------|-------------|-----------|-------|---|--------------------|---------------|---------------|---------------|-------------|-------|----------------|--------|-------|--------|-------|-------------|--------|-------|--------------------|-------|-------|---------------|--|----------------|---------------|-------|-------|--|--|-------|-------|-------|---|--|-------------------------------|--|---------------|--|--|
| <u>System Name</u>   | <u>Detail</u>   | <u>Amount</u>      | <u>Volume</u> | <u>Rate</u>        |               |             |            |             |           |       |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |       |                    |       |       |               |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |               |  |  |
| Water  | Consumption   | 350.72             | 6,360         | 5.5144 Apartments  |               |             |            |             |           |       |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |       |                    |       |       |               |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |               |  |  |
| Water  | Fixed   | 46.84              |               |                    |               |             |            |             |           |       |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |       |                    |       |       |               |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |               |  |  |
| Water  | Utility Assist  | -                  |               | No                 |               |             |            |             |           |       |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |       |                    |       |       |               |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |               |  |  |
| Sewer  | Consumption   | 351.10             | 6,360         | 5.5205 Consumption |               |             |            |             |           |       |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |       |                    |       |       |               |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |               |  |  |
| Sewer  | Fixed   | 74.92              |               | Standard Fixed     |               |             |            |             |           |       |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |       |                    |       |       |               |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |               |  |  |
| Public Safety  | Fixed   | 40.00              |               |                    |               |             |            |             |           |       |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |       |                    |       |       |               |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |               |  |  |
| Storm  | Fixed   | 92.35              | -             |                    |               |             |            |             |           |       |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |       |                    |       |       |               |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |               |  |  |
| <b>Original Bill Amount =</b>  |   | <b>955.93</b>      |               |                    |               |             |            |             |           |       |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |       |                    |       |       |               |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |               |  |  |
| <p><b>Previous Years Average</b></p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Month / Year</u></th> <th style="text-align: right;"><u>Consumption</u></th> </tr> </thead> <tbody> <tr> <td>07/15/2023</td> <td style="text-align: right;">1,480</td> </tr> <tr> <td>07/15/2022</td> <td style="text-align: right;">1,010</td> </tr> <tr> <td>07/15/2021</td> <td style="text-align: right;">1,470</td> </tr> <tr> <td>Average =</td> <td style="text-align: right;">1,320</td> </tr> </tbody> </table> | <u>Month / Year</u>   | <u>Consumption</u> | 07/15/2023    | 1,480              | 07/15/2022    | 1,010       | 07/15/2021 | 1,470       | Average = | 1,320 | <p align="center"><b>LEAK ADJUSTMENT (50% Leak Amount)</b></p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>System Name</u></th> <th style="text-align: left;"><u>Detail</u></th> <th style="text-align: right;"><u>Amount</u></th> <th style="text-align: right;"><u>Volume</u></th> <th style="text-align: right;"><u>Rate</u></th> </tr> </thead> <tbody> <tr> <td>Water</td> <td>Consumption</td> <td style="text-align: right;">138.96</td> <td style="text-align: right;">2,520</td> <td style="text-align: right;">5.5144</td> </tr> <tr> <td>Sewer</td> <td>Consumption</td> <td style="text-align: right;">368.89</td> <td style="text-align: right;">5,040</td> <td style="text-align: right;">7.3192</td> </tr> <tr> <td colspan="2"></td> <td colspan="2" style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;"><b>507.85</b></td> <td></td> </tr> </tbody> </table> | <u>System Name</u> | <u>Detail</u> | <u>Amount</u> | <u>Volume</u> | <u>Rate</u> | Water | Consumption    | 138.96 | 2,520 | 5.5144 | Sewer | Consumption | 368.89 | 5,040 | 7.3192             |       |       | <b>507.85</b> |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |               |  |  |
| <u>Month / Year</u>  | <u>Consumption</u>  |                    |               |                    |               |             |            |             |           |       |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |       |                    |       |       |               |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |               |  |  |
| 07/15/2023   | 1,480   |                    |               |                    |               |             |            |             |           |       |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |       |                    |       |       |               |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |               |  |  |
| 07/15/2022   | 1,010   |                    |               |                    |               |             |            |             |           |       |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |       |                    |       |       |               |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |               |  |  |
| 07/15/2021   | 1,470   |                    |               |                    |               |             |            |             |           |       |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |       |                    |       |       |               |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |               |  |  |
| Average =  | 1,320   |                    |               |                    |               |             |            |             |           |       |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |       |                    |       |       |               |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |               |  |  |
| <u>System Name</u>   | <u>Detail</u>   | <u>Amount</u>      | <u>Volume</u> | <u>Rate</u>        |               |             |            |             |           |       |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |       |                    |       |       |               |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |               |  |  |
| Water  | Consumption   | 138.96             | 2,520         | 5.5144             |               |             |            |             |           |       |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |       |                    |       |       |               |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |               |  |  |
| Sewer  | Consumption   | 368.89             | 5,040         | 7.3192             |               |             |            |             |           |       |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |       |                    |       |       |               |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |               |  |  |
|  |   | <b>507.85</b>      |               |                    |               |             |            |             |           |       |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |       |                    |       |       |               |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |               |  |  |
| Adjustment Dollars: 507.85<br>Adj Water Volume 2,520<br>Adj Sewer Volume 1,305   | <p><b>Notes:</b><br/>                 Customer had unusually high balance. He hired Crow Water Systems to detect and fix leak. Receipt attached. Used last 3 years for consumption average.</p>   |                    |               |                    |               |             |            |             |           |       |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |       |                    |       |       |               |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |               |  |  |
| Finance Director Authorization & Date Above  |   |                    |               |                    |               |             |            |             |           |       |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |       |                    |       |       |               |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |               |  |  |
| Entered By & Date Above  |   |                    |               |                    |               |             |            |             |           |       |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |       |                    |       |       |               |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |               |  |  |



**LEAK ADJUSTMENT REQUEST - Residential**

Item #12.

Prepared By: Jamie Ford  
 Customer Name: Craig Melton  
 Account #: 21-03488-000

Date Filled Out: 07/23/24  
 Date of Bill: 06/15/24

|   |                    |                |                 |               |                    |
|---|--------------------|----------------|-----------------|---------------|--------------------|
| Enter Billing Specifics:<br><br>RESIDENTIAL | <u>System Name</u> | <u>Detail</u>  | <u>Amount</u>   | <u>Volume</u> | <u>Rate</u>        |
|   | Water              | Consumption    | 383.80          | 6,960         | 5.5144 Apartments  |
|   | Water              | Fixed          | 46.84           |               |                    |
|   | Water              | Utility Assist | -               |               | No                 |
|   | Sewer              | Consumption    | 384.23          | 6,960         | 5.5205 Consumption |
|   | Sewer              | Fixed          | 74.92           |               | Standard Fixed     |
|   | Public Safety      | Fixed          | 40.00           |               |                    |
|   | Storm              | Fixed          | 92.35           | -             |                    |
| <b>Original Bill Amount =</b>               |                    |                | <b>1,022.14</b> |               |                    |

|                               |                    |
|-------------------------------|--------------------|
| <b>Previous Years Average</b> |                    |
| <u>Month / Year</u>           | <u>Consumption</u> |
| 06/15/2023                    | 1,390              |
| 06/15/2022                    | 940                |
| 06/15/2021                    | 1,390              |
| Average =                     | 1,240              |

|  |               |               |               |             |  |
|--|---------------|---------------|---------------|-------------|--|
| <b>LEAK ADJUSTMENT (50% Leak Amount)</b> |               |               |               |             |  |
| <u>System Name</u>                       | <u>Detail</u> | <u>Amount</u> | <u>Volume</u> | <u>Rate</u> |  |
| Water                                    | Consumption   | 157.71        | 2,860         | 5.5144      |  |
| Sewer                                    | Consumption   | 418.66        | 5,720         | 7.3192      |  |
|  |               |               | <u>576.37</u> |             |  |

|   |        |
|---|--------|
| Adjustment Dollars:                         | 576.37 |
| Adj Water Volume                            | 2,860  |
| Adj Sewer Volume                            | 1,305  |
| Finance Director Authorization & Date Above |        |
| Entered By & Date Above                     |        |

**Notes:**  
 Customer had unusually high balance. He hired Crow Water Systems to detect and fix leak. Receipt attached. Used last 3 years for consumption average.

# CITY OF ST. HELENS UTILITIES



265 Strand Street

St. Helens, OR 97051

Phone: 503-397-6272

Email: [jamiee@ci.st-helens.or.us](mailto:jamiee@ci.st-helens.or.us) or [dawnr@ci.st-helens.or.us](mailto:dawnr@ci.st-helens.or.us)

## REQUEST FOR BILLING LEAK ADJUSTMENT FORM

The City of St. Helens Utilities has a policy of issuing partial adjustments for water leaks that are repaired by customers in a timely manner. Adjustments issued are based on your average usage for the same period in previous years. This average is deducted from the total consumption used during the time of the leak and an adjustment will be credited to your account.

### DESCRIBE THE REPAIRS OR SPECIFIC CIRCUMSTANCE OF YOUR REQUEST

~~ENTERED~~ HAVE HAD HIGH WATER BILL FOR OVER A YEAR,  
HAD CHECKED ALL TOILETS, SINKS ETC.  
LAST MONTH BILL WAS OVER 1800.00, HIRED AMERICAN  
LEAK DETECTOR FOR FINDING LEAK. HIRED CROW  
WATER TO REPAIR LEAK

ACCOUNT # 21-03488-000

ACCOUNT NAME: CRAIG MECTON / DAVE COOMBS

PHONE NUMBER (503) 504-8680 / (503) 397-9060

SERVICE ADDRESS: 2560 COLUMBIA BLVD St. Helens OR 97051

MAILING ADDRESS: 58014 S. BREITELOR FLAT WARREN, OR. 97053

x Craig Mecton 7/8/2024  
WATER CLERK

K2ZM@msn.com

Crow Water Systems  
 PO Box 665  
 Scappoose, OR 97056

# Invoice

|          |           |
|----------|-----------|
| DATE     | INVOICE # |
| 7/1/2024 | 74443     |

|  |
|--|
| <b>BILL TO</b>   |
| Melton, Craig<br>58014 Bachelor Flat Rd.<br>Warren, OR 97053 |

|          |       |          |
|----------|-------|----------|
| P.O. NO. | TERMS | DUE DATE |
|          |       | 7/1/2024 |

| QTY | DESCRIPTION   | RATE   | AMOUNT |
|-----|---|--------|--------|
| 1   | Labor for Jobs and Misc Expense to Repair Leak<br>For Rental Property Located at 2560 Columbia Blvd St Helens OR 97051. Cracked 45 Degree Elbow | 500.00 | 500.00 |

*pd. cash \$1796  
 7/5/24*

Notice: Unpaid balances are subject to 1.5% monthly finance charges and processing fees.

**Total** \$500.00

|            |                |                       |                   |
|------------|----------------|-----------------------|-------------------|
| Phone #    | Fax #          | E-mail                | Web Site          |
| 5035436326 | (503) 543-6929 | SERVICE@CROWWATER.COM | www.crowwater.com |

**Lisa Scholl**

---

**From:** Jamie Ford  
**Sent:** Friday, July 26, 2024 11:47 AM  
**To:** Kathy Payne; Lisa Scholl; John Walsh  
**Cc:** Dawn Richardson  
**Subject:** Leak Adjustment Request  
**Attachments:** Nezbeda Leak Adjustment.pdf

Good Morning,

Paul Nezbeda reached out regarding a Leak Adjustment. He found that they had a leak from an unusually high Billing Cycle. Paul called Trevor Rome Plumbing to do a leak detection and repair the leak. Repairs were \$2,500.00. Repair receipt is attached in the packet above. The leak mainly affected 2 billing cycles (06/15 & 07/15). He is seeking an adjustment for the months affected by the leak. I informed him, per our policy, that any adjustment above \$1,000.00 would require Council Approval.

Paul Nezbeda’s account began 10/28/2002 and his average monthly bill prior to the leak was \$393.67. The months he is requesting an adjustment for, are as follows:

| DATE                        | ADJUSTMENT AMOUNT  |
|-----------------------------|--------------------|
| 06/15/2024                  | \$ 838.12          |
| 07/15/2024                  | \$ 1,097.08        |
| <b>TOTAL ADJUSTMENT OF:</b> | <b>\$ 1,935.20</b> |

Thank you,

*..Jamie Ford..*

Administrative Billing Specialist

**City of St. Helens**

503-397-6272

275 Strand Street, St. Helens, OR 97051

[www.sthelensoregon.gov](http://www.sthelensoregon.gov) | [jford@sthelensoregon.gov](mailto:jford@sthelensoregon.gov)



**LEAK ADJUSTMENT REQUEST - Residential**

Item #13.

Prepared By: Jamie Ford  
 Customer Name: Paul Nezbeda  
 Account #: 21-04228-000

Date Filled Out: 07/26/24  
 Date of Bill: 07/15/24

| Enter Billing Specifics:<br><br>RESIDENTIAL   | <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>System Name</u></th> <th style="text-align: left;"><u>Detail</u></th> <th style="text-align: right;"><u>Amount</u></th> <th style="text-align: right;"><u>Volume</u></th> <th style="text-align: right;"><u>Rate</u></th> </tr> </thead> <tbody> <tr> <td>Water</td> <td>Consumption</td> <td style="text-align: right;">662.22</td> <td style="text-align: right;">12,009</td> <td style="text-align: right;">5.5144 Apartments</td> </tr> <tr> <td>Water</td> <td>Fixed</td> <td style="text-align: right;">46.84</td> <td></td> <td></td> </tr> <tr> <td>Water</td> <td>Utility Assist</td> <td style="text-align: center;">-</td> <td></td> <td style="text-align: center;">No</td> </tr> <tr> <td>Sewer</td> <td>Consumption</td> <td style="text-align: right;">662.96</td> <td style="text-align: right;">12,009</td> <td style="text-align: right;">5.5205 Consumption</td> </tr> <tr> <td>Sewer</td> <td>Fixed</td> <td style="text-align: right;">74.92</td> <td></td> <td style="text-align: right;">Standard Fixed</td> </tr> <tr> <td>Public Safety</td> <td>Fixed</td> <td style="text-align: right;">40.00</td> <td></td> <td></td> </tr> <tr> <td>Storm</td> <td>Fixed</td> <td style="text-align: right;">67.16</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Original Bill Amount =</b></td> <td style="text-align: right;"><b>1,554.10</b></td> <td colspan="2"></td> </tr> </tbody> </table> | <u>System Name</u> | <u>Detail</u> | <u>Amount</u>      | <u>Volume</u> | <u>Rate</u> | Water      | Consumption | 662.22    | 12,009 | 5.5144 Apartments   | Water              | Fixed         | 46.84         |               |             | Water | Utility Assist | -      |       | No     | Sewer | Consumption | 662.96 | 12,009 | 5.5205 Consumption | Sewer | Fixed | 74.92           |  | Standard Fixed | Public Safety | Fixed | 40.00 |  |  | Storm | Fixed | 67.16 | - |  | <b>Original Bill Amount =</b> |  | <b>1,554.10</b> |  |  |
|---|---|--------------------|---------------|--------------------|---------------|-------------|------------|-------------|-----------|--------|---|--------------------|---------------|---------------|---------------|-------------|-------|----------------|--------|-------|--------|-------|-------------|--------|--------|--------------------|-------|-------|-----------------|--|----------------|---------------|-------|-------|--|--|-------|-------|-------|---|--|-------------------------------|--|-----------------|--|--|
| <u>System Name</u>  | <u>Detail</u>   | <u>Amount</u>      | <u>Volume</u> | <u>Rate</u>        |               |             |            |             |           |        |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |        |                    |       |       |                 |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |                 |  |  |
| Water   | Consumption   | 662.22             | 12,009        | 5.5144 Apartments  |               |             |            |             |           |        |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |        |                    |       |       |                 |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |                 |  |  |
| Water   | Fixed   | 46.84              |               |                    |               |             |            |             |           |        |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |        |                    |       |       |                 |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |                 |  |  |
| Water   | Utility Assist  | -                  |               | No                 |               |             |            |             |           |        |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |        |                    |       |       |                 |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |                 |  |  |
| Sewer   | Consumption   | 662.96             | 12,009        | 5.5205 Consumption |               |             |            |             |           |        |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |        |                    |       |       |                 |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |                 |  |  |
| Sewer   | Fixed   | 74.92              |               | Standard Fixed     |               |             |            |             |           |        |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |        |                    |       |       |                 |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |                 |  |  |
| Public Safety   | Fixed   | 40.00              |               |                    |               |             |            |             |           |        |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |        |                    |       |       |                 |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |                 |  |  |
| Storm   | Fixed   | 67.16              | -             |                    |               |             |            |             |           |        |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |        |                    |       |       |                 |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |                 |  |  |
| <b>Original Bill Amount =</b>   |   | <b>1,554.10</b>    |               |                    |               |             |            |             |           |        |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |        |                    |       |       |                 |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |                 |  |  |
| <p><b>Previous Years Average</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Month / Year</u></th> <th style="text-align: right;"><u>Consumption</u></th> </tr> </thead> <tbody> <tr> <td>07/15/2023</td> <td style="text-align: right;">1,100</td> </tr> <tr> <td>07/15/2022</td> <td style="text-align: right;">1,283</td> </tr> <tr> <td>07/15/2021</td> <td style="text-align: right;">981</td> </tr> <tr> <td>Average =</td> <td style="text-align: right;">1,121</td> </tr> </tbody> </table> | <u>Month / Year</u>   | <u>Consumption</u> | 07/15/2023    | 1,100              | 07/15/2022    | 1,283       | 07/15/2021 | 981         | Average = | 1,121  | <p align="center"><b>LEAK ADJUSTMENT (50% Leak Amount)</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>System Name</u></th> <th style="text-align: left;"><u>Detail</u></th> <th style="text-align: right;"><u>Amount</u></th> <th style="text-align: right;"><u>Volume</u></th> <th style="text-align: right;"><u>Rate</u></th> </tr> </thead> <tbody> <tr> <td>Water</td> <td>Consumption</td> <td style="text-align: right;">300.19</td> <td style="text-align: right;">5,444</td> <td style="text-align: right;">5.5144</td> </tr> <tr> <td>Sewer</td> <td>Consumption</td> <td style="text-align: right;">796.89</td> <td style="text-align: right;">10,888</td> <td style="text-align: right;">7.3192</td> </tr> <tr> <td colspan="2"></td> <td colspan="2" style="text-align: right;"><b>1,097.08</b></td> <td></td> </tr> </tbody> </table> | <u>System Name</u> | <u>Detail</u> | <u>Amount</u> | <u>Volume</u> | <u>Rate</u> | Water | Consumption    | 300.19 | 5,444 | 5.5144 | Sewer | Consumption | 796.89 | 10,888 | 7.3192             |       |       | <b>1,097.08</b> |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |                 |  |  |
| <u>Month / Year</u>   | <u>Consumption</u>  |                    |               |                    |               |             |            |             |           |        |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |        |                    |       |       |                 |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |                 |  |  |
| 07/15/2023  | 1,100   |                    |               |                    |               |             |            |             |           |        |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |        |                    |       |       |                 |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |                 |  |  |
| 07/15/2022  | 1,283   |                    |               |                    |               |             |            |             |           |        |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |        |                    |       |       |                 |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |                 |  |  |
| 07/15/2021  | 981   |                    |               |                    |               |             |            |             |           |        |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |        |                    |       |       |                 |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |                 |  |  |
| Average =   | 1,121   |                    |               |                    |               |             |            |             |           |        |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |        |                    |       |       |                 |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |                 |  |  |
| <u>System Name</u>  | <u>Detail</u>   | <u>Amount</u>      | <u>Volume</u> | <u>Rate</u>        |               |             |            |             |           |        |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |        |                    |       |       |                 |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |                 |  |  |
| Water   | Consumption   | 300.19             | 5,444         | 5.5144             |               |             |            |             |           |        |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |        |                    |       |       |                 |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |                 |  |  |
| Sewer   | Consumption   | 796.89             | 10,888        | 7.3192             |               |             |            |             |           |        |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |        |                    |       |       |                 |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |                 |  |  |
|   |   | <b>1,097.08</b>    |               |                    |               |             |            |             |           |        |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |        |                    |       |       |                 |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |                 |  |  |
| Adjustment Dollars: 1,097.08<br>Adj Water Volume 5,444<br>Adj Sewer Volume 1,305  | <p><b>Notes:</b><br/>                 Customer had unusually high balance. He hired Crow Water Systems to detect and fix leak. Receipt attached. Used last 3 years for consumption average.</p>   |                    |               |                    |               |             |            |             |           |        |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |        |                    |       |       |                 |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |                 |  |  |
| Finance Director Authorization & Date Above   |   |                    |               |                    |               |             |            |             |           |        |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |        |                    |       |       |                 |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |                 |  |  |
| Entered By & Date Above   |   |                    |               |                    |               |             |            |             |           |        |   |                    |               |               |               |             |       |                |        |       |        |       |             |        |        |                    |       |       |                 |  |                |               |       |       |  |  |       |       |       |   |  |                               |  |                 |  |  |

**LEAK ADJUSTMENT REQUEST - Residential**

Item #13.

Prepared By: Jamie Ford  
 Customer Name: Paul Nezbeda  
 Account #: 21-04228-000

Date Filled Out: 07/26/24  
 Date of Bill: 06/15/24

| Enter Billing Specifics:<br><br>RESIDENTIAL   | <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>System Name</u></th> <th style="text-align: left;"><u>Detail</u></th> <th style="text-align: right;"><u>Amount</u></th> <th style="text-align: right;"><u>Volume</u></th> <th style="text-align: right;"><u>Rate</u></th> </tr> </thead> <tbody> <tr> <td>Water</td> <td>Consumption</td> <td style="text-align: right;">515.87</td> <td style="text-align: right;">9,355</td> <td style="text-align: right;">5.5144 Apartments</td> </tr> <tr> <td>Water</td> <td>Fixed</td> <td style="text-align: right;">46.84</td> <td></td> <td></td> </tr> <tr> <td>Water</td> <td>Utility Assist</td> <td style="text-align: center;">-</td> <td></td> <td style="text-align: center;">No</td> </tr> <tr> <td>Sewer</td> <td>Consumption</td> <td style="text-align: right;">516.44</td> <td style="text-align: right;">9,355</td> <td style="text-align: right;">5.5205 Consumption</td> </tr> <tr> <td>Sewer</td> <td>Fixed</td> <td style="text-align: right;">74.92</td> <td></td> <td style="text-align: right;">Standard Fixed</td> </tr> <tr> <td>Public Safety</td> <td>Fixed</td> <td style="text-align: right;">40.00</td> <td></td> <td></td> </tr> <tr> <td>Storm</td> <td>Fixed</td> <td style="text-align: right;">67.16</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Original Bill Amount =</b></td> <td style="text-align: right;"><b>1,261.23</b></td> <td colspan="2"></td> </tr> </tbody> </table> | <u>System Name</u> | <u>Detail</u>       | <u>Amount</u>      | <u>Volume</u> | <u>Rate</u> | Water      | Consumption | 515.87     | 9,355 | 5.5144 Apartments | Water | Fixed  | 46.84                                    |  |  | Water | Utility Assist | -                  |               | No            | Sewer         | Consumption | 516.44 | 9,355       | 5.5205 Consumption | Sewer | Fixed  | 74.92 |             | Standard Fixed | Public Safety | Fixed  | 40.00 |  |               | Storm | Fixed | 67.16 | - |  | <b>Original Bill Amount =</b> |  | <b>1,261.23</b> |  |  |
|---|--|--------------------|---------------------|--------------------|---------------|-------------|------------|-------------|------------|-------|-------------------|-------|--|--|--|--|-------|----------------|--------------------|---------------|---------------|---------------|-------------|--------|-------------|--------------------|-------|--------|-------|-------------|----------------|---------------|--------|-------|--|---------------|-------|-------|-------|---|--|-------------------------------|--|-----------------|--|--|
| <u>System Name</u>  | <u>Detail</u>  | <u>Amount</u>      | <u>Volume</u>       | <u>Rate</u>        |               |             |            |             |            |       |                   |       |  |  |  |  |       |                |                    |               |               |               |             |        |             |                    |       |        |       |             |                |               |        |       |  |               |       |       |       |   |  |                               |  |                 |  |  |
| Water   | Consumption  | 515.87             | 9,355               | 5.5144 Apartments  |               |             |            |             |            |       |                   |       |  |  |  |  |       |                |                    |               |               |               |             |        |             |                    |       |        |       |             |                |               |        |       |  |               |       |       |       |   |  |                               |  |                 |  |  |
| Water   | Fixed  | 46.84              |                     |                    |               |             |            |             |            |       |                   |       |  |  |  |  |       |                |                    |               |               |               |             |        |             |                    |       |        |       |             |                |               |        |       |  |               |       |       |       |   |  |                               |  |                 |  |  |
| Water   | Utility Assist   | -                  |                     | No                 |               |             |            |             |            |       |                   |       |  |  |  |  |       |                |                    |               |               |               |             |        |             |                    |       |        |       |             |                |               |        |       |  |               |       |       |       |   |  |                               |  |                 |  |  |
| Sewer   | Consumption  | 516.44             | 9,355               | 5.5205 Consumption |               |             |            |             |            |       |                   |       |  |  |  |  |       |                |                    |               |               |               |             |        |             |                    |       |        |       |             |                |               |        |       |  |               |       |       |       |   |  |                               |  |                 |  |  |
| Sewer   | Fixed  | 74.92              |                     | Standard Fixed     |               |             |            |             |            |       |                   |       |  |  |  |  |       |                |                    |               |               |               |             |        |             |                    |       |        |       |             |                |               |        |       |  |               |       |       |       |   |  |                               |  |                 |  |  |
| Public Safety   | Fixed  | 40.00              |                     |                    |               |             |            |             |            |       |                   |       |  |  |  |  |       |                |                    |               |               |               |             |        |             |                    |       |        |       |             |                |               |        |       |  |               |       |       |       |   |  |                               |  |                 |  |  |
| Storm   | Fixed  | 67.16              | -                   |                    |               |             |            |             |            |       |                   |       |  |  |  |  |       |                |                    |               |               |               |             |        |             |                    |       |        |       |             |                |               |        |       |  |               |       |       |       |   |  |                               |  |                 |  |  |
| <b>Original Bill Amount =</b>   |  | <b>1,261.23</b>    |                     |                    |               |             |            |             |            |       |                   |       |  |  |  |  |       |                |                    |               |               |               |             |        |             |                    |       |        |       |             |                |               |        |       |  |               |       |       |       |   |  |                               |  |                 |  |  |
| <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: left;"><u>Previous Years Average</u></th> </tr> <tr> <th style="text-align: left;"><u>Month / Year</u></th> <th style="text-align: right;"><u>Consumption</u></th> </tr> </thead> <tbody> <tr> <td>06/15/2023</td> <td style="text-align: right;">1,075</td> </tr> <tr> <td>06/15/2022</td> <td style="text-align: right;">1,015</td> </tr> <tr> <td>06/15/2021</td> <td style="text-align: right;">1,022</td> </tr> <tr> <td>Average =</td> <td style="text-align: right;">1,037</td> </tr> </tbody> </table> | <u>Previous Years Average</u>  |                    | <u>Month / Year</u> | <u>Consumption</u> | 06/15/2023    | 1,075       | 06/15/2022 | 1,015       | 06/15/2021 | 1,022 | Average =         | 1,037 | <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="5" style="text-align: center;"><u>LEAK ADJUSTMENT (50% Leak Amount)</u></th> </tr> <tr> <th style="text-align: left;"><u>System Name</u></th> <th style="text-align: left;"><u>Detail</u></th> <th style="text-align: right;"><u>Amount</u></th> <th style="text-align: right;"><u>Volume</u></th> <th style="text-align: right;"><u>Rate</u></th> </tr> </thead> <tbody> <tr> <td>Water</td> <td>Consumption</td> <td style="text-align: right;">229.33</td> <td style="text-align: right;">4,159</td> <td style="text-align: right;">5.5144</td> </tr> <tr> <td>Sewer</td> <td>Consumption</td> <td style="text-align: right;">608.79</td> <td style="text-align: right;">8,318</td> <td style="text-align: right;">7.3192</td> </tr> <tr> <td colspan="2"></td> <td colspan="3" style="text-align: right; border-top: 1px solid black; border-bottom: 1px solid black;"><b>838.12</b></td> </tr> </tbody> </table> | <u>LEAK ADJUSTMENT (50% Leak Amount)</u> |  |  |       |                | <u>System Name</u> | <u>Detail</u> | <u>Amount</u> | <u>Volume</u> | <u>Rate</u> | Water  | Consumption | 229.33             | 4,159 | 5.5144 | Sewer | Consumption | 608.79         | 8,318         | 7.3192 |       |  | <b>838.12</b> |       |       |       |   |  |                               |  |                 |  |  |
| <u>Previous Years Average</u>   |  |                    |                     |                    |               |             |            |             |            |       |                   |       |  |  |  |  |       |                |                    |               |               |               |             |        |             |                    |       |        |       |             |                |               |        |       |  |               |       |       |       |   |  |                               |  |                 |  |  |
| <u>Month / Year</u>   | <u>Consumption</u>   |                    |                     |                    |               |             |            |             |            |       |                   |       |  |  |  |  |       |                |                    |               |               |               |             |        |             |                    |       |        |       |             |                |               |        |       |  |               |       |       |       |   |  |                               |  |                 |  |  |
| 06/15/2023  | 1,075  |                    |                     |                    |               |             |            |             |            |       |                   |       |  |  |  |  |       |                |                    |               |               |               |             |        |             |                    |       |        |       |             |                |               |        |       |  |               |       |       |       |   |  |                               |  |                 |  |  |
| 06/15/2022  | 1,015  |                    |                     |                    |               |             |            |             |            |       |                   |       |  |  |  |  |       |                |                    |               |               |               |             |        |             |                    |       |        |       |             |                |               |        |       |  |               |       |       |       |   |  |                               |  |                 |  |  |
| 06/15/2021  | 1,022  |                    |                     |                    |               |             |            |             |            |       |                   |       |  |  |  |  |       |                |                    |               |               |               |             |        |             |                    |       |        |       |             |                |               |        |       |  |               |       |       |       |   |  |                               |  |                 |  |  |
| Average =   | 1,037  |                    |                     |                    |               |             |            |             |            |       |                   |       |  |  |  |  |       |                |                    |               |               |               |             |        |             |                    |       |        |       |             |                |               |        |       |  |               |       |       |       |   |  |                               |  |                 |  |  |
| <u>LEAK ADJUSTMENT (50% Leak Amount)</u>  |  |                    |                     |                    |               |             |            |             |            |       |                   |       |  |  |  |  |       |                |                    |               |               |               |             |        |             |                    |       |        |       |             |                |               |        |       |  |               |       |       |       |   |  |                               |  |                 |  |  |
| <u>System Name</u>  | <u>Detail</u>  | <u>Amount</u>      | <u>Volume</u>       | <u>Rate</u>        |               |             |            |             |            |       |                   |       |  |  |  |  |       |                |                    |               |               |               |             |        |             |                    |       |        |       |             |                |               |        |       |  |               |       |       |       |   |  |                               |  |                 |  |  |
| Water   | Consumption  | 229.33             | 4,159               | 5.5144             |               |             |            |             |            |       |                   |       |  |  |  |  |       |                |                    |               |               |               |             |        |             |                    |       |        |       |             |                |               |        |       |  |               |       |       |       |   |  |                               |  |                 |  |  |
| Sewer   | Consumption  | 608.79             | 8,318               | 7.3192             |               |             |            |             |            |       |                   |       |  |  |  |  |       |                |                    |               |               |               |             |        |             |                    |       |        |       |             |                |               |        |       |  |               |       |       |       |   |  |                               |  |                 |  |  |
|   |  | <b>838.12</b>      |                     |                    |               |             |            |             |            |       |                   |       |  |  |  |  |       |                |                    |               |               |               |             |        |             |                    |       |        |       |             |                |               |        |       |  |               |       |       |       |   |  |                               |  |                 |  |  |
| Adjustment Dollars: 838.12<br>Adj Water Volume 4,159<br>Adj Sewer Volume 1,305  | <p><b>Notes:</b><br/>                 Customer had unusually high balance. He hired Crow Water Systems to detect and fix leak. Receipt attached. Used last 3 years for consumption average.</p>  |                    |                     |                    |               |             |            |             |            |       |                   |       |  |  |  |  |       |                |                    |               |               |               |             |        |             |                    |       |        |       |             |                |               |        |       |  |               |       |       |       |   |  |                               |  |                 |  |  |
| Finance Director Authorization & Date Above   |  |                    |                     |                    |               |             |            |             |            |       |                   |       |  |  |  |  |       |                |                    |               |               |               |             |        |             |                    |       |        |       |             |                |               |        |       |  |               |       |       |       |   |  |                               |  |                 |  |  |
| Entered By & Date Above   |  |                    |                     |                    |               |             |            |             |            |       |                   |       |  |  |  |  |       |                |                    |               |               |               |             |        |             |                    |       |        |       |             |                |               |        |       |  |               |       |       |       |   |  |                               |  |                 |  |  |

# CITY OF ST. HELENS UTILITIES



265 Strand Street  
St. Helens, OR 97051  
Phone: 503-397-6272

Email: [jamiee@ci.st-helens.or.us](mailto:jamiee@ci.st-helens.or.us) or [dawnr@ci.st-helens.or.us](mailto:dawnr@ci.st-helens.or.us)

## REQUEST FOR BILLING LEAK ADJUSTMENT FORM

The City of St. Helens Utilities has a policy of issuing partial adjustments for water leaks that are repaired by customers in a timely manner. Adjustments issued are based on your average usage for the same period in previous years. This average is deducted from the total consumption used during the time of the leak and an adjustment will be credited to your account.

### DESCRIBE THE REPAIRS OR SPECIFIC CIRCUMSTANCE OF YOUR REQUEST

ON JUNE 15<sup>TH</sup> 2024 TENANTS REPORTED LOSING WATER PRESSURE AND HAVING WATER LEAK. THE PLUMBER FIXED A LEAKING TIE AND STATED THAT THE CRAWLSPACE IS FLOODED.  
ON JULY 1<sup>ST</sup> 2024 TENANTS REPORTED NO WATER PRESSURE AT ALL. I GOT BACK THE PLUMBER WHO FOUND OUT THE MAIN WATER LINE LEAKING BADLY. HE TIED IT OUT AND REPLACED IT. HE FIXED THE LEAK ON JULY 3<sup>RD</sup> 2024.

I ALREADY PAID \$1162 FOR WATER IN JUNE 2024

ACCOUNT # 21-04228-000

ACCOUNT NAME: PAUL NEBBEDA

PHONE NUMBER 503 319 4063

SERVICE ADDRESS: 2304 COLUMBIA BLVD St. Helens OR 97051

MAILING ADDRESS: 28180 SW HEATHERD SHARWOOD OR 97140  
Paul Nebboda

X \_\_\_\_\_  
WATER CLERK Jamiee



RECEIPT  
For INVOICE #0000025

From: Trevor Rome Plumbing

CCB: 245650

Bill To: Paul Nezbeda

| Item   | Rate<br>(excl. tax) | Quantity | Tax | Total             |
|--|---------------------|----------|-----|-------------------|
| Leak at 2304 Columbia Blvd st Helen's OR 97051<br>called out for leak under building on June 22 Found<br>a length of pipe spraying a significant amount of<br>water. replaced with Pex pipe                    | \$1,250.00          | 1        |     | \$1,250.00        |
| Leak at 2304 Columbia Blvd st Helen's OR 97051<br>Called out to find leak on July 3rd<br>found a substantial leak in the main line<br>underground serving the building. cut out and<br>replaced with pex pipe. | \$1,250.00          | 1        |     | \$1,250.00        |
|  | Subtotal            |          |     | \$2,500.00        |
|  | <b>Total</b>        |          |     | <b>\$2,500.00</b> |

| Payment Method | Date      | Amount     |
|----------------|-----------|------------|
| Check          | 7/18/2024 | \$2,500.00 |



**City of St. Helens**  
*Consent Agenda for Approval*

**OLCC LICENSES**

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

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**2024 RENEWALS**

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| <u><b>Licensee</b></u> | <u><b>Tradename</b></u> | <u><b>Location</b></u> | <u><b>Purpose</b></u> |
|------------------------|-------------------------|------------------------|-----------------------|
|------------------------|-------------------------|------------------------|-----------------------|

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**2024 NEW & CHANGE IN PRIVILEGE OR OWNERSHIP**

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*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><b>Licensee</b></u> | <u><b>Tradename</b></u> | <u><b>Location</b></u> | <u><b>Purpose</b></u> |
|------------------------|-------------------------|------------------------|-----------------------|
| 1918 Winter St ABS LLC | Safeway #424            | 795 Columbia Rvr Hwy   | Ownership Change      |

# Expense Approval Register

Packet: APPKT01012 - AP 7.12.24 - 7.19.24 FY 25



St. Helens, OR

| Vendor Name                     | Payable Number   | Post Date  | Description (Item)              | Account Number | Amount    |
|---------------------------------|------------------|------------|---------------------------------|----------------|-----------|
| <b>Fund: 100 - GENERAL FUND</b> |                  |            |                                 |                |           |
| NORTHWEST PARKING EQUI...       | 004              | 07/18/2024 | ANNUAL MAINTENANCE & E...       | 100-708-52047  | 900.00    |
| CARDINAL SERVICES INC           | 008548           | 07/18/2024 | JANITORIAL-LIBRARY              | 100-706-52023  | 768.08    |
| CARDINAL SERVICES INC           | 008548           | 07/18/2024 | TEMPORARY EMPLOYMENT ...        | 100-708-52019  | 626.40    |
| CARDINAL SERVICES INC           | 008548           | 07/18/2024 | JANITORIAL PARKS SHOP           | 100-708-52023  | 46.55     |
| CARDINAL SERVICES INC           | 008548           | 07/18/2024 | REC/COMMUNITY CENTER            | 100-709-52023  | 104.74    |
| OVERDRIVE                       | 01093MG24193944  | 07/18/2024 | ALL DRIVER MAGAZINES            | 100-706-52032  | 2,000.00  |
| CENTURY LINK                    | 07.03.24 7305    | 07/18/2024 | 503-366-1257                    | 100-712-52010  | 37.42     |
| CENTURY LINK                    | 07.03.24 7305    | 07/18/2024 | 503-366-2856                    | 100-712-52010  | 78.56     |
| CENTURY LINK                    | 07.03.24 7305    | 07/18/2024 | 503-366-1103                    | 100-712-52010  | 33.77     |
| CENTURY LINK                    | 07.03.24 7305    | 07/18/2024 | 503-366-3448                    | 100-712-52010  | 33.77     |
| CENTURY LINK                    | 07.03.24 7305    | 07/18/2024 | 503-366-8200                    | 100-712-52010  | 54.97     |
| CENTURY LINK                    | 07.03.24 7305    | 07/18/2024 | 503-366-1101                    | 100-712-52010  | 37.42     |
| CENTURY LINK                    | 07.03.24 7305    | 07/18/2024 | 503-397-0422                    | 100-712-52010  | 33.77     |
| CENTURY LINK                    | 07.03.24 7305    | 07/18/2024 | 503-397-0619                    | 100-712-52010  | 78.35     |
| CENTURY LINK                    | 07.03.24 7305    | 07/18/2024 | PHONE BILLINGS                  | 100-712-52010  | 920.19    |
| CENTURY LINK                    | 07.03.24 7305    | 07/18/2024 | 503-397-1426                    | 100-712-52010  | 37.42     |
| CENTURY LINK                    | 07.06.24 9231    | 07/18/2024 | 333899231                       | 100-712-52010  | 43.10     |
| COLUMBIA RIVER PUD              | 07.16.24 7493    | 07/18/2024 | 150 S 13 ST POLICE STATION ...  | 100-705-52003  | 656.03    |
| COLUMBIA RIVER PUD              | 07.16.24 7493    | 07/18/2024 | 150 S 13TH ST- POLICE           | 100-705-52003  | 114.83    |
| COLUMBIA RIVER PUD              | 07.16.24 7493    | 07/18/2024 | 375 S 18TH ST COLUMBIA CE...    | 100-706-52003  | 1,236.11  |
| COLUMBIA RIVER PUD              | 07.16.24 7493    | 07/18/2024 | 475 S 18TH ST                   | 100-708-52003  | 91.41     |
| COLUMBIA RIVER PUD              | 07.16.24 7493    | 07/18/2024 | 162 MCMICHAEL ST - CAMPB...     | 100-708-52003  | 586.45    |
| COLUMBIA RIVER PUD              | 07.16.24 7493    | 07/18/2024 | 50 PLAZA SQ- PLAZA OUTLETS      | 100-708-52003  | 43.94     |
| COLUMBIA RIVER PUD              | 07.16.24 7493    | 07/18/2024 | 475 S 18TH ST - MCCORMICK...    | 100-708-52003  | 787.70    |
| COLUMBIA RIVER PUD              | 07.16.24 7493    | 07/18/2024 | 475 S 18 ST METER 10220167      | 100-708-52003  | 82.35     |
| COLUMBIA RIVER PUD              | 07.16.24 7493    | 07/18/2024 | 475 S 18TH ST                   | 100-708-52003  | 24.91     |
| COLUMBIA RIVER PUD              | 07.16.24 7493    | 07/18/2024 | 200 N 7TH ST - PARK             | 100-708-52003  | 36.82     |
| COLUMBIA RIVER PUD              | 07.16.24 7493    | 07/18/2024 | 264 STRAND ST- COL VIEW P...    | 100-708-52003  | 30.15     |
| COLUMBIA RIVER PUD              | 07.16.24 7493    | 07/18/2024 | 299 N 6TH ST - PARKS            | 100-708-52003  | 36.36     |
| COLUMBIA RIVER PUD              | 07.16.24 7493    | 07/18/2024 | 265 STRAND ST. - SPLASH PA...   | 100-708-52003  | 323.34    |
| COLUMBIA RIVER PUD              | 07.16.24 7493    | 07/18/2024 | 475 S 18TH ST- MCCORMICK ...    | 100-708-52003  | 41.90     |
| COLUMBIA RIVER PUD              | 07.16.24 7493    | 07/18/2024 | 200 N RIVER ST - GREY CLIFFS... | 100-708-52003  | 43.08     |
| COLUMBIA RIVER PUD              | 07.16.24 7493    | 07/18/2024 | 264 STRAND ST- PARKS/ GAZ...    | 100-708-52046  | 47.52     |
| COLUMBIA RIVER PUD              | 07.16.24 7493    | 07/18/2024 | 264 STRAND ST- COL VIEW P...    | 100-708-52046  | 30.18     |
| COLUMBIA RIVER PUD              | 07.16.24 7493    | 07/18/2024 | 2625 GABLE RD REC CENTER        | 100-709-52003  | 242.48    |
| COLUMBIA RIVER PUD              | 07.16.24 7493    | 07/18/2024 | 265 STRAND ST- CITY HALL ...    | 100-715-52003  | 161.20    |
| COLUMBIA RIVER PUD              | 07.16.24 7493    | 07/18/2024 | 265 STRAND ST- CITY HALL ...    | 100-715-52003  | 465.76    |
| COLUMBIA RIVER PUD              | 07.16.24 7493    | 07/18/2024 | 275 STRAND ST- CITY HALL U...   | 100-715-52003  | 128.64    |
| COLUMBIA RIVER PUD              | 07.16.24 7493    | 07/18/2024 | 277 STRAND ST- CITY HALL U...   | 100-715-52003  | 80.94     |
| COLUMBIA RIVER PUD              | 07.16.24 7493    | 07/18/2024 | 277 STRAND ST -                 | 100-715-52003  | 36.67     |
| DARREN BOE                      | 07.17.24         | 07/18/2024 | REFUND PUBLIC RECORDS R...      | 100-000-37004  | 20.00     |
| CULLIGAN                        | 0810838          | 07/18/2024 | BOTTLED WATER POLICE            | 100-705-52019  | 126.50    |
| SUNSET EQUIPMENT                | 107388           | 07/18/2024 | KILLZALL                        | 100-708-52023  | 124.75    |
| STEVEN R SCHARFSTEIN            | 118              | 07/18/2024 | COURT ATTORNEY FEES             | 100-704-52019  | 200.00    |
| CHRISTOPHER JAMES CAVEN         | 1890             | 07/18/2024 | DOWNPAYMENT ON POLICE ...       | 100-705-52023  | 15,950.00 |
| ORKIN                           | 263349377        | 07/18/2024 | PEST CONTROL POLICE             | 100-705-52023  | 190.99    |
| ORKIN                           | 263350646        | 07/18/2024 | 265 STRAND PEST SERVICE Cl...   | 100-715-52023  | 192.99    |
| ORKIN                           | 263350695        | 07/18/2024 | 1810 OLD PORTLAND RD PES...     | 100-705-52023  | 52.49     |
| ORKIN                           | 263350695        | 07/18/2024 | 1810 OLD PORTLAND RD PES...     | 100-709-52023  | 52.50     |
| ORKIN                           | 267301774        | 07/18/2024 | 375 S 18TH ST LIBRARY           | 100-706-52023  | 150.00    |
| QWEST DBA CENTURYLINK A...      | 3263X201-S-24196 | 07/18/2024 | 5163X201S3                      | 100-712-52010  | 80.33     |
| QWEST DBA CENTURYLINK A...      | 3263X204-S-24193 | 07/18/2024 | 5163X204S3                      | 100-712-52010  | 80.33     |
| COMMUNICATIONS NORTH...         | 80829            | 07/18/2024 | BENCH REPAIR                    | 100-705-52019  | 741.96    |

Expense Approval Register

| Vendor Name                                    | Payable Number | Post Date  | Description (Item)           | Account Number | Amount           |
|--|----------------|------------|------------------------------|----------------|------------------|
| INGRAM LIBRARY SERVICES                        | 82727622       | 07/18/2024 | BOOKS 20C7921                | 100-706-52033  | 175.11           |
| INGRAM LIBRARY SERVICES                        | 82727623       | 07/18/2024 | BOOKS 20C7921                | 100-706-52033  | 12.41            |
| VERIZON  | 9967920129     | 07/18/2024 | CELL SERVICE ACCT 2420601... | 100-712-52010  | 169.57           |
| OVERDRIVE                                      | H-0105243      | 07/18/2024 | DIGITAL BOOKS AND MAGAZ...   | 100-706-52032  | 6,147.41         |
| ABC TRANSCRIPTION SERVI...                     | STH0724024     | 07/18/2024 | TRANSCRIPTION SERVICE -C...  | 100-702-52019  | 432.00           |
| <b>Fund 100 - GENERAL FUND Total:</b>          |                |            |                              |                | <b>36,062.62</b> |
| <b>Fund: 201 - VISITOR TOURISM</b>             |                |            |                              |                |                  |
| GEORGE B HAFEMAN III                           | 07.18.24       | 07/18/2024 | 13 NIGHTS ON THE RIVER 7/... | 201-000-52019  | 2,000.00         |
| <b>Fund 201 - VISITOR TOURISM Total:</b>       |                |            |                              |                | <b>2,000.00</b>  |
| <b>Fund: 202 - COMMUNITY DEVELOPMENT</b>       |                |            |                              |                |                  |
| MOORE SITE SERVICES LLC                        | 24067          | 07/18/2024 | MECHANICAL SUPPORT MILL...   | 202-722-52019  | 7,604.00         |
| COLUMBIA RIVER PUD                             | 3001332        | 07/18/2024 | INSTAL NEW ELECTRICAL SER... | 202-723-53102  | 45,281.00        |
| <b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b> |                |            |                              |                | <b>52,885.00</b> |
| <b>Fund: 203 - COMMUNITY ENHANCEMENT</b>       |                |            |                              |                |                  |
| CARDINAL SERVICES INC                          | 008548         | 07/18/2024 | TEMPORARY EMPLOYMENT-...     | 203-709-52028  | 2,220.35         |
| <b>Fund 203 - COMMUNITY ENHANCEMENT Total:</b> |                |            |                              |                | <b>2,220.35</b>  |
| <b>Fund: 205 - STREETS</b>                     |                |            |                              |                |                  |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 191 N MILTON WAY- LANDS...   | 205-000-52003  | 36.67            |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 1370 COLUMBIA BLVD.- FOU...  | 205-000-52003  | 50.10            |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 1800 COLUMBIA BLVD - SIG...  | 205-000-52003  | 116.61           |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 191 N MILTON WAY - SIGNAL    | 205-000-52003  | 46.35            |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 715 S COLUMBIA RIVER HWY ..  | 205-000-52003  | 47.90            |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 495 S 18TH ST - LIGHT SIGNAL | 205-000-52003  | 60.18            |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 58651 COL HWY GATEWAY A...   | 205-000-52003  | 36.77            |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 35320 SYKES RD               | 205-000-52003  | 44.17            |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 265 STRAND ST                | 205-000-52003  | 3,708.27         |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 2198 COLUMBIA BLVD - SIG...  | 205-000-52003  | 51.74            |
| <b>Fund 205 - STREETS Total:</b>               |                |            |                              |                | <b>4,198.76</b>  |
| <b>Fund: 601 - WATER</b>                       |                |            |                              |                |                  |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | END OF KESTREL VIEW DRIVE    | 601-731-52003  | 112.51           |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 35261 PITTSBURG RD- PW W...  | 601-731-52003  | 38.86            |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 2300 STRAND ST - WELL 2      | 601-731-52003  | 1,018.95         |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 57500 OLD PORTLAND RD - ...  | 601-731-52003  | 43.96            |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 1680 1 ST -                  | 601-731-52003  | 2,185.01         |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 62420 COLUMBIA RIVER HWY..   | 601-731-52003  | 135.65           |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 1215 FOURTH ST - WFF         | 601-732-52003  | 6,204.39         |
| MASTER METERS INC                              | 272675         | 07/18/2024 | MASTERLINK HANDHELD SYS...   | 601-731-52001  | 2,090.00         |
| LAWRENCE OIL COMPANY                           | CFSI-21832     | 07/18/2024 | 247752 WATER                 | 601-732-52022  | 34.61            |
| <b>Fund 601 - WATER Total:</b>                 |                |            |                              |                | <b>11,863.94</b> |
| <b>Fund: 603 - SEWER</b>                       |                |            |                              |                |                  |
| CARDINAL SERVICES INC                          | 008548         | 07/18/2024 | JANITORIAL-WWTP              | 603-736-52023  | 29.09            |
| CARDINAL SERVICES INC                          | 008548         | 07/18/2024 | JANITORIAL-WWTP              | 603-737-52023  | 29.09            |
| CENTURY LINK                                   | 07.03.24 7305  | 07/18/2024 | 503-366-1102                 | 603-736-52010  | 18.71            |
| CENTURY LINK                                   | 07.03.24 7305  | 07/18/2024 | 503-366-3021                 | 603-736-52010  | 18.71            |
| CENTURY LINK                                   | 07.03.24 7305  | 07/18/2024 | 503-366-3024                 | 603-736-52010  | 18.71            |
| CENTURY LINK                                   | 07.03.24 7305  | 07/18/2024 | 503-366-3027                 | 603-736-52010  | 18.71            |
| CENTURY LINK                                   | 07.03.24 7305  | 07/18/2024 | 503-366-3021                 | 603-737-52010  | 18.71            |
| CENTURY LINK                                   | 07.03.24 7305  | 07/18/2024 | 503-366-1102                 | 603-737-52010  | 18.71            |
| CENTURY LINK                                   | 07.03.24 7305  | 07/18/2024 | 503-366-3027                 | 603-737-52010  | 18.71            |
| CENTURY LINK                                   | 07.03.24 7305  | 07/18/2024 | 503-366-3024                 | 603-737-52010  | 18.71            |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 240 CLARK ST PUMP STATION    | 603-735-52003  | 36.75            |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 451 PLYMOUTH ST - WWTP L...  | 603-736-52003  | 2,442.61         |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 451 PLYMOUTH ST - WWTP L...  | 603-737-52003  | 2,442.59         |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 58360 OLD PORTLAND RD - P... | 603-738-52003  | 197.40           |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 134 N 1ST- PS 2 8873519      | 603-738-52003  | 84.53            |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 110 S 4TH ST - PS 3          | 603-738-52003  | 42.37            |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 240 MADRONA CT               | 603-738-52003  | 144.96           |
| COLUMBIA RIVER PUD                             | 07.16.24 7493  | 07/18/2024 | 169 S 4TH ST WATER FLOW ...  | 603-738-52003  | 43.23            |

Expense Approval Register

Packet: APPKT01012 - AP 7.12.2

Item #15. 5

| Vendor Name                            | Payable Number | Post Date  | Description (Item)           | Account Number | Amount            |
|--|----------------|------------|------------------------------|----------------|-------------------|
| COLUMBIA RIVER PUD                     | 07.16.24 7493  | 07/18/2024 | 318 S 1ST ST- PS #1 8805564  | 603-738-52003  | 88.35             |
| COLUMBIA RIVER PUD                     | 07.16.24 7493  | 07/18/2024 | 35120 MAPLE ST. - PS 11      | 603-738-52003  | 99.00             |
| COLUMBIA RIVER PUD                     | 07.16.24 7493  | 07/18/2024 | 58791 58725 COL RIV HWY P... | 603-738-52003  | 45.20             |
| BLACK ROCK UNDERGROUND..               | 3436           | 07/18/2024 | 2020 SANITARY SWR REHAB ...  | 603-735-53402  | 18,300.00         |
| EAGLE STAR ROCK PRODUCTS..             | 401842         | 07/18/2024 | ROCK                         | 603-735-52001  | 1,009.92          |
| EAGLE STAR ROCK PRODUCTS..             | 401850         | 07/18/2024 | ROCK                         | 603-735-52001  | 241.98            |
| EAGLE STAR ROCK PRODUCTS..             | 401852         | 07/18/2024 | ROCK                         | 603-735-52001  | 1,238.57          |
| <b>Fund 603 - SEWER Total:</b>         |                |            |                              |                | <b>26,665.32</b>  |
| <b>Fund: 703 - PW OPERATIONS</b>       |                |            |                              |                |                   |
| CARDINAL SERVICES INC                  | 008548         | 07/18/2024 | TEMPORARY EMPLOYMENT ...     | 703-734-52019  | 817.92            |
| COLUMBIA RIVER PUD                     | 07.16.24 7493  | 07/18/2024 | 1230 DEER ISLAND RD - PW     | 703-734-52003  | 79.70             |
| COLUMBIA RIVER PUD                     | 07.16.24 7493  | 07/18/2024 | 984 OREGON ST                | 703-734-52003  | 325.15            |
| COLUMBIA RIVER PUD                     | 07.16.24 7493  | 07/18/2024 | 984 OREGON ST - PW SHOP      | 703-734-52003  | 150.89            |
| COLUMBIA RIVER PUD                     | 07.16.24 7493  | 07/18/2024 | 650 OREGON ST -LEMONT P...   | 703-734-52003  | 422.58            |
| LAWRENCE OIL COMPANY                   | CFSI-21832     | 07/18/2024 | 247748 PUBLIC WORKS          | 703-734-52022  | 1,018.70          |
| <b>Fund 703 - PW OPERATIONS Total:</b> |                |            |                              |                | <b>2,814.94</b>   |
| <b>Grand Total:</b>                    |                |            |                              |                | <b>138,710.93</b> |

**Fund Summary**

| Fund                        | Expense Amount    |
|-----------------------------|-------------------|
| 100 - GENERAL FUND          | 36,062.62         |
| 201 - VISITOR TOURISM       | 2,000.00          |
| 202 - COMMUNITY DEVELOPMENT | 52,885.00         |
| 203 - COMMUNITY ENHANCEMENT | 2,220.35          |
| 205 - STREETS               | 4,198.76          |
| 601 - WATER                 | 11,863.94         |
| 603 - SEWER                 | 26,665.32         |
| 703 - PW OPERATIONS         | 2,814.94          |
| <b>Grand Total:</b>         | <b>138,710.93</b> |

**Account Summary**

| Account Number      | Account Name            | Expense Amount    |
|---------------------|-------------------------|-------------------|
| 100-000-37004       | Miscellaneous           | 20.00             |
| 100-702-52019       | Professional Services   | 432.00            |
| 100-704-52019       | Professional Services   | 200.00            |
| 100-705-52003       | Utilities               | 770.86            |
| 100-705-52019       | Professional Services   | 868.46            |
| 100-705-52023       | Facility Maintenance    | 16,193.48         |
| 100-706-52003       | Utilities               | 1,236.11          |
| 100-706-52023       | Facility Maintenance    | 918.08            |
| 100-706-52032       | Digital Resources       | 8,147.41          |
| 100-706-52033       | Printed Materials       | 187.52            |
| 100-708-52003       | Utilities               | 2,128.41          |
| 100-708-52019       | Professional Services   | 626.40            |
| 100-708-52023       | Facility Maintenance    | 171.30            |
| 100-708-52046       | Dock Services           | 77.70             |
| 100-708-52047       | Marine Board            | 900.00            |
| 100-709-52003       | Utilities               | 242.48            |
| 100-709-52023       | Facility Maintenance    | 157.24            |
| 100-712-52010       | Telephone               | 1,718.97          |
| 100-715-52003       | Utilities               | 873.21            |
| 100-715-52023       | Facility Maintenance    | 192.99            |
| 201-000-52019       | Professional Services   | 2,000.00          |
| 202-722-52019       | Professional Services   | 7,604.00          |
| 202-723-53102       | Downtown Infrastructure | 45,281.00         |
| 203-709-52028       | Projects & Programs     | 2,220.35          |
| 205-000-52003       | Utilities               | 4,198.76          |
| 601-731-52001       | Operating Supplies      | 2,090.00          |
| 601-731-52003       | Utilities               | 3,534.94          |
| 601-732-52003       | Utilities               | 6,204.39          |
| 601-732-52022       | Fuel                    | 34.61             |
| 603-735-52001       | Operating Supplies      | 2,490.47          |
| 603-735-52003       | Utilities               | 36.75             |
| 603-735-53402       | ANNUAL MAINT OPS        | 18,300.00         |
| 603-736-52003       | Utilities               | 2,442.61          |
| 603-736-52010       | Telephone               | 74.84             |
| 603-736-52023       | Facility Maintenance    | 29.09             |
| 603-737-52003       | Utilities               | 2,442.59          |
| 603-737-52010       | Telephone               | 74.84             |
| 603-737-52023       | Facility Maintenance    | 29.09             |
| 603-738-52003       | Utilities               | 745.04            |
| 703-734-52003       | Utilities               | 978.32            |
| 703-734-52019       | Professional Services   | 817.92            |
| 703-734-52022       | Fuel                    | 1,018.70          |
| <b>Grand Total:</b> |                         | <b>138,710.93</b> |

**Project Account Summary**

| Project Account Key | Expense Amount    |
|---------------------|-------------------|
| **None**            | 138,710.93        |
| <b>Grand Total:</b> | <b>138,710.93</b> |

# Expense Approval Register

Packet: APPKT01011 - AP 7.12.24-7.19.24 FY 24



St. Helens, OR

| Vendor Name                     | Payable Number         | Post Date  | Description (Item)           | Account Number | Amount    |
|---------------------------------|------------------------|------------|------------------------------|----------------|-----------|
| <b>Fund: 100 - GENERAL FUND</b> |                        |            |                              |                |           |
| RUBENS LAWN SERVICE             | 0006840                | 06/30/2024 | MONTHLY LAWN SERVICE-J...    | 100-705-52023  | 80.00     |
| STEVEN LESKIN                   | 00308                  | 06/30/2024 | COURT ATTORNEY FEES          | 100-704-52019  | 200.00    |
| STEVEN LESKIN                   | 00309                  | 06/30/2024 | COURT ATTORNEY FEES          | 100-704-52019  | 200.00    |
| CARDINAL SERVICES INC           | 008209                 | 06/30/2024 | JANITORIAL-LIBRARY           | 100-706-52023  | 977.55    |
| CARDINAL SERVICES INC           | 008209                 | 06/30/2024 | TEMPORARY EMPLOYMENT-...     | 100-708-52019  | 1,044.00  |
| CARDINAL SERVICES INC           | 008209                 | 06/30/2024 | JANITORIAL PARKS SHOP        | 100-708-52023  | 58.19     |
| CARDINAL SERVICES INC           | 008209                 | 06/30/2024 | REC/COMMUNITY CENTER         | 100-709-52023  | 151.29    |
| OVERDRIVE                       | 01093SB24193937        | 06/30/2024 | DIGITAL BOOKS AND MAGAZ...   | 100-706-52032  | 500.00    |
| TYLER TECHNOLOGIES INC          | 025-471205             | 06/30/2024 | INSITE TRAN FEE UB           | 100-707-52019  | 16,760.25 |
| TYLER TECHNOLOGIES INC          | 025-471622             | 06/30/2024 | UB NOTIFICATION CALLS        | 100-707-52019  | 390.70    |
| PATH POINT MERCHANT SER...      | 06.01.24-06.30.24 5452 | 06/30/2024 | GENERAL SERVICE MERCHANT...  | 100-707-52020  | 94.74     |
| PATH POINT MERCHANT SER...      | 06.01.24-06.30.24      | 06/30/2024 | UTILITY BILLING MERCHANT ... | 100-707-52020  | 881.16    |
| PORTLAND GENERAL ELECTR...      | 06.07.24-07.08.24      | 06/30/2024 | 0153585940 1820 OLD PORT...  | 100-709-52003  | 207.38    |
| DRAKES TOWING AND RECO...       | 06.22.24               | 06/30/2024 | TOW TOYOTA TACOMA -BUR...    | 100-705-52097  | 519.00    |
| DAHLGREN'S DO IT BEST BUI...    | 06.25.24               | 06/30/2024 | BUILDING SUPPLIES ACCT 10... | 100-708-52001  | 16.29     |
| DAHLGREN'S DO IT BEST BUI...    | 06.25.24               | 06/30/2024 | BUILDING SUPPLIES ACCT 10... | 100-715-52023  | 449.57    |
| CENTURY LINK                    | 06.26.24 2307          | 06/30/2024 | 966B                         | 100-712-52010  | 338.14    |
| ACE HARDWARE - ST. HELENS       | 06.30.24 60174         | 06/30/2024 | ACCOUNT 60174 MATERIALS      | 100-706-52023  | 8.99      |
| ACE HARDWARE - ST. HELENS       | 06.30.24 60174         | 06/30/2024 | ACCOUNT 60174 MATERIALS      | 100-709-52023  | 179.98    |
| ACE HARDWARE - ST. HELENS       | 06.30.24 60174         | 06/30/2024 | ACCOUNT 60174 DISCOUNT       | 100-709-52023  | -21.87    |
| ACE HARDWARE - ST. HELENS       | 06.30.24 60176         | 06/30/2024 | MATERIALS ACE ACCT 60176 ... | 100-708-52001  | 526.46    |
| ACE HARDWARE - ST. HELENS       | 06.30.24 60176         | 06/30/2024 | MATERIALS ACE ACCT 60176 ... | 100-708-52001  | -52.37    |
| ACE HARDWARE - ST. HELENS       | 06.30.24 60176         | 06/30/2024 | MATERIALS ACE ACCT 60176 ... | 100-708-52023  | 21.17     |
| ACE HARDWARE - ST. HELENS       | 06.30.24 60177         | 06/30/2024 | ACE ACCT 60177 DISCOUNT      | 100-705-52001  | -11.72    |
| ACE HARDWARE - ST. HELENS       | 06.30.24 60177         | 06/30/2024 | ACE ACCT 60177 MATERIALS     | 100-705-52001  | 117.17    |
| ACE HARDWARE - ST. HELENS       | 06.30.24 60180         | 06/30/2024 | MATERIALS ACE ACCT 60180     | 100-708-52047  | 18.98     |
| ACE HARDWARE - ST. HELENS       | 06.30.24 60180         | 06/30/2024 | MATERIALS ACE ACCT 60180...  | 100-709-52023  | -12.19    |
| ACE HARDWARE - ST. HELENS       | 06.30.24 60180         | 06/30/2024 | MATERIALS ACE ACCT 60180     | 100-709-52023  | 193.98    |
| ACE HARDWARE - ST. HELENS       | 06.30.24 60181         | 06/30/2024 | ACE MATERIALS ACCT 60181     | 100-705-52023  | 27.99     |
| SUNSET AUTO PARTS INC - N...    | 06.30.24               | 06/30/2024 | AUTO PARTS ACCT 6355         | 100-705-52098  | 150.29    |
| GLOBAL PAYMENTS                 | 06.30.24               | 06/30/2024 | MERCHANT SERVICE FEES        | 100-707-52020  | 24,355.24 |
| SUNSET AUTO PARTS INC - N...    | 06.30.24               | 06/30/2024 | AUTO PARTS ACCT 6355         | 100-708-52001  | 32.90     |
| COLUMBIA FEED AND SUPPLY        | 06.30.24               | 06/30/2024 | PARTS-INV28275               | 100-708-52001  | 41.96     |
| MAILBOXES NORTHWEST             | 07.01.24               | 06/30/2024 | POSTAGE 2801 ACCT 1 PD       | 100-705-52001  | 67.38     |
| OREGON DEPARTMENT OF R...       | 07.05.24               | 06/30/2024 | STATE VIOLATION              | 100-000-20800  | 1,326.00  |
| OREGON DEPARTMENT OF R...       | 07.05.24               | 06/30/2024 | STATE MISD                   | 100-000-20800  | 130.00    |
| OREGON DEPARTMENT OF R...       | 07.05.24               | 06/30/2024 | UNITARY                      | 100-000-20800  | 13.81     |
| OREGON DEPARTMENT OF R...       | 07.05.24               | 06/30/2024 | LEMLA                        | 100-000-20800  | 2.00      |
| OREGON DEPARTMENT OF R...       | 07.05.24               | 06/30/2024 | STATE DUII DIVERSION         | 100-000-20800  | 665.00    |
| COLUMBIA COUNTY TREASU...       | 07.05.24               | 06/30/2024 | COUNTY ASSESSMENT            | 100-000-20900  | 422.01    |
| COLUMBIA COUNTY TREASU...       | 07.05.24               | 06/30/2024 | JAIL ASSESSMENT              | 100-000-20900  | 8.21      |
| COLUMBIA COUNTY TREASU...       | 07.05.24               | 06/30/2024 | CITY COURT COSTS DEDUCT...   | 100-000-36002  | -43.02    |
| LUCY HEIL ATTORNEY AT LAW       | 07.05.24               | 06/30/2024 | LEGAL SERVICES               | 100-704-52019  | 2,500.00  |
| GLORIA BUTSCH                   | 07.10.24               | 06/30/2024 | TRAVEL REIMBURSEMENT         | 100-707-52018  | 124.62    |
| ABD MARTIN LAW LLC              | 07.15.24               | 06/30/2024 | PRO TEM JUDICIAL WORK JU...  | 100-704-52019  | 1,280.00  |
| ST. HELENS SCHOOL DISTRICT      | 07.17.24               | 06/30/2024 | QTRLY BUILDING EXCISE TAX... | 100-000-20400  | 2,854.05  |
| DCBS FISCAL SERVICES            | 07.17.24               | 06/30/2024 | 2ND QRT 2024 SURCHARE FE...  | 100-000-20700  | 2,565.35  |
| PITNEY BOWES INC                | 1025646243             | 06/30/2024 | IMI METER FOR MAIL MACH...   | 100-715-52001  | 114.75    |
| ULINE                           | 179544443              | 06/30/2024 | 32 ECT BOX                   | 100-705-52001  | 457.60    |
| OREGONIAN MEDIA GROUP           | 1980881                | 06/30/2024 | ENGINEER II & WATER QUALI... | 100-702-52014  | 1,210.00  |
| COMCAST BUSINESS                | 209147896              | 06/30/2024 | FIBER INTERNET ACCT 93457... | 100-712-52003  | 4,946.55  |
| ECONORTHWEST                    | 29558                  | 06/30/2024 | ST HELENS ECONOMIC OPPO...   | 100-710-52028  | 4,309.48  |
| STAPLES BUSINESS CREDIT         | 701159324              | 06/30/2024 | OFFICE SUPPLES               | 100-704-52001  | 18.44     |

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Item #15.

| Vendor Name                           | Payable Number | Post Date  | Description (Item)           | Account Number | Amount           |
|---------------------------------------|----------------|------------|------------------------------|----------------|------------------|
| STAPLES BUSINESS CREDIT               | 701159324      | 06/30/2024 | OFFICE SUPPLES               | 100-711-52001  | 5.34             |
| STAPLES BUSINESS CREDIT               | 701159324      | 06/30/2024 | OFFICE SUPPLES               | 100-715-52001  | 337.02           |
| SHRED-IT C/O STERICYCLE INC           | 8007633937     | 06/30/2024 | CITY HALL SHRED SERVICE C... | 100-715-52001  | 118.47           |
| SHRED-IT C/O STERICYCLE INC           | 8007685748     | 06/30/2024 | POLICE DEPT SHRED SERVICE... | 100-705-52019  | 89.76            |
| INGRAM LIBRARY SERVICES               | 82560699       | 06/30/2024 | CREDIT BALANCE BCM 8046...   | 100-706-52033  | -21.60           |
| INGRAM LIBRARY SERVICES               | 82560699       | 06/30/2024 | CREDIT BALANCE BCM 8046...   | 100-706-52033  | -28.66           |
| INGRAM LIBRARY SERVICES               | 82560699       | 06/30/2024 | CREDIT BALANCE BCM 8040...   | 100-706-52033  | -41.00           |
| INGRAM LIBRARY SERVICES               | 82560699       | 06/30/2024 | CREDIT BALANCE BCM 8010...   | 100-706-52033  | -5.99            |
| INGRAM LIBRARY SERVICES               | 82560699       | 06/30/2024 | CREDIT BALANCE BCM 7932...   | 100-706-52033  | -51.20           |
| INGRAM LIBRARY SERVICES               | 82560699       | 06/30/2024 | CREDIT BALANCE BCM 7886...   | 100-706-52033  | -78.67           |
| INGRAM LIBRARY SERVICES               | 82560699       | 06/30/2024 | CREDIT BCM 77505428          | 100-706-52033  | -0.55            |
| INGRAM LIBRARY SERVICES               | 82560699       | 06/30/2024 | BOOKS 20C7921                | 100-706-52033  | 1,229.20         |
| INGRAM LIBRARY SERVICES               | 82560699       | 06/30/2024 | CREDIT BALANCE BCM 8180...   | 100-706-52033  | -17.99           |
| INGRAM LIBRARY SERVICES               | 82727621       | 06/30/2024 | BOOKS 20C7921                | 100-706-52033  | 160.14           |
| COLUMBIA COUNTY TRANSF...             | 8588           | 06/30/2024 | DUMP FEES ACCT 0017          | 100-708-52001  | 38.20            |
| METRO PRESORT                         | IN668004       | 06/30/2024 | INSERT XBP/RATE CHANGES 4... | 100-707-52019  | 1,555.20         |
| METRO PRESORT                         | IN668327       | 06/30/2024 | UB BILL PRINTING             | 100-707-52008  | 1,172.59         |
| METRO PRESORT                         | IN668327       | 06/30/2024 | UB BILL PRINTING -POSTAGE    | 100-707-52009  | 2,927.79         |
| L.N CURTIS AND SONS                   | INV842641      | 06/30/2024 | POLICE UNIFORMS              | 100-705-52002  | 344.00           |
| XPRESS SOLUTIONS INC                  | INV-XPRO13880  | 06/30/2024 | CARD TRANSACTION FEES, ...   | 100-707-52020  | 1,472.89         |
| <b>Fund 100 - GENERAL FUND Total:</b> |                |            |                              |                | <b>80,622.39</b> |

Fund: 202 - COMMUNITY DEVELOPMENT

|  |                   |            |                               |               |                   |
|--|-------------------|------------|-------------------------------|---------------|-------------------|
| KITTELSON & ASSOCIATES INC                     | 0147563           | 06/30/2024 | PROJECT 235440 1ST & ST ST... | 202-723-53102 | 639.02            |
| PORTLAND GENERAL ELECTR...                     | 06.07.24-07.08.24 | 06/30/2024 | 1650931000 1300 KASTER RD     | 202-722-52003 | 22.63             |
| PORTLAND GENERAL ELECTR...                     | 06.07.24-07.08.24 | 06/30/2024 | 7357701000 1300 KASTER RD     | 202-722-52003 | 27.59             |
| PORTLAND GENERAL ELECTR...                     | 06.07.24-07.08.24 | 06/30/2024 | 8863163302 1300 KASTER RD     | 202-722-52003 | 22.63             |
| PORTLAND GENERAL ELECTR...                     | 06.07.24-07.08.24 | 06/30/2024 | 1277060585 1300 KASTER RD     | 202-722-52003 | 300.01            |
| PORTLAND GENERAL ELECTR...                     | 06.07.24-07.08.24 | 06/30/2024 | 2236086248 MILL 1300 KAST...  | 202-722-52003 | 21,595.50         |
| ACE HARDWARE - ST. HELENS                      | 06.30.24 60174    | 06/30/2024 | ACCOUNT 60174 MATERIALS       | 202-722-52019 | 29.67             |
| NW NATURAL GAS                                 | 07.02.24          | 06/30/2024 | NATURAL GAS 1300 KASTER ...   | 202-722-52003 | 72.89             |
| MAYER REED INC                                 | 15196             | 06/30/2024 | SHR-21003 ST HELENS RIVE...   | 202-723-52055 | 4,423.85          |
| STRATEGIC NETWORKS GRO...                      | 166               | 06/30/2024 | BROADBAND ECON CASE & ...     | 202-721-52101 | 25,000.00         |
| JORDAN RAMIS PC ATTORNE...                     | 223048            | 06/30/2024 | PROJECT ARCADIA SALE (IND...  | 202-722-52019 | 1,760.00          |
| LANDIS & LANDIS CONSTRUC...                    | 240222.3          | 06/30/2024 | R-685A S 1ST AND ST HELENS    | 202-723-53102 | 198,440.75        |
| MAUL FOSTER ALONGI INC                         | 61730             | 06/30/2024 | CENTRAL WATERFRONT SCO...     | 202-726-52019 | 9,579.00          |
| MAUL FOSTER ALONGI INC                         | 61731             | 06/30/2024 | WATERFRONT REDEVELOPM...      | 202-726-52019 | 3,842.50          |
| MOORE EXCAVATION INC                           | P-525 PAYMENT #18 | 06/30/2024 | S 1ST & STRAND ROAD & UTI...  | 202-723-53102 | 318,027.96        |
| <b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b> |                   |            |                               |               | <b>583,784.00</b> |

Fund: 203 - COMMUNITY ENHANCEMENT

|  |        |            |                          |               |                 |
|--|--------|------------|--------------------------|---------------|-----------------|
| CARDINAL SERVICES INC                          | 008209 | 06/30/2024 | TEMPORARY EMPLOYMENT-... | 203-709-52028 | 3,830.84        |
| CARDINAL SERVICES INC                          | 008309 | 06/30/2024 | TEMPORARY EMPLOYMENT     | 203-709-52028 | 92.47           |
| <b>Fund 203 - COMMUNITY ENHANCEMENT Total:</b> |        |            |                          |               | <b>3,923.31</b> |

Fund: 205 - STREETS

|                                  |                   |            |                              |               |                 |
|----------------------------------|-------------------|------------|------------------------------|---------------|-----------------|
| PORTLAND GENERAL ELECTR...       | 06.07.24-07.08.24 | 06/30/2024 | 4854421000 STREET LIGHTI...  | 205-000-52003 | 59.99           |
| DAHLGREN'S DO IT BEST BUI...     | 06.25.24          | 06/30/2024 | BUILDING SUPPLIES ACCT 10... | 205-000-52001 | 18.25           |
| LANDIS & LANDIS CONSTRUC...      | 240513            | 06/30/2024 | R-717 SAFE PED XING TO MC... | 205-000-52019 | 4,655.15        |
| <b>Fund 205 - STREETS Total:</b> |                   |            |                              |               | <b>4,733.39</b> |

Fund: 305 - PARKS SDC

|                                    |          |            |                             |               |                   |
|------------------------------------|----------|------------|-----------------------------|---------------|-------------------|
| LOWER COLUMBIA ENGINEE...          | 11707    | 06/30/2024 | 3568-RIVERWALK INSPECTIO... | 305-000-53902 | 4,302.50          |
| MAYER REED INC                     | 15196    | 06/30/2024 | SHR-21003 ST HELENS RIVE... | 305-000-53902 | 21,705.50         |
| ADVANCED EXCAVATING SPE...         | 24033-02 | 06/30/2024 | P-525A ST HELENS RIVERWA... | 305-000-53902 | 361,681.23        |
| <b>Fund 305 - PARKS SDC Total:</b> |          |            |                             |               | <b>387,689.23</b> |

Fund: 601 - WATER

|                              |                |            |                              |               |          |
|------------------------------|----------------|------------|------------------------------|---------------|----------|
| DAHLGREN'S DO IT BEST BUI... | 06.25.24       | 06/30/2024 | BUILDING SUPPLIES ACCT 10... | 601-731-52001 | 304.44   |
| ACE HARDWARE - ST. HELENS    | 06.30.24 60180 | 06/30/2024 | MATERIALS ACE ACCT 60180     | 601-732-52001 | 14.34    |
| ACE HARDWARE - ST. HELENS    | 06.30.24 60181 | 06/30/2024 | ACE MATERIALS ACCT 60181     | 601-731-52001 | 90.45    |
| ACE HARDWARE - ST. HELENS    | 06.30.24 60181 | 06/30/2024 | ACE MATERIALS ACCT 60181...  | 601-731-52001 | -13.86   |
| ACE HARDWARE - ST. HELENS    | 06.30.24 60181 | 06/30/2024 | ACE MATERIALS ACCT 60181     | 601-732-52023 | 27.08    |
| PORTLAND ENGINEERING INC     | 12508          | 06/30/2024 | AB025 HMI UPGRADE            | 601-731-52019 | 2,108.00 |



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| Vendor Name                            | Payable Number | Post Date  | Description (Item)            | Account Number | Amount              |
|--|----------------|------------|-------------------------------|----------------|---------------------|
| ROGERS MACHINERY COMP...               | 1424998        | 06/30/2024 | REPLACED TEMP SWITCH          | 601-732-52019  | 531.00              |
| ALEXIN ANALYTICAL LABORA...            | 46349          | 06/30/2024 | TESTING                       | 601-731-52064  | 1,766.00            |
| CORE & MAIN                            | INV0007847     | 06/30/2024 | MATERIALS                     | 601-732-52001  | 138.09              |
| PREMIER WIRELESS SOLUTI...             | INV503780      | 06/30/2024 | AIRLINK MOUNTING BRACKET      | 601-731-52001  | 249.89              |
| CORE & MAIN                            | V138693        | 06/30/2024 | MATERIALS                     | 601-731-52001  | 613.78              |
| CORE & MAIN                            | V138693        | 06/30/2024 | CREDIT MEMO INV# U634311      | 601-731-52001  | -329.04             |
| <b>Fund 601 - WATER Total:</b>         |                |            |                               |                | <b>5,500.17</b>     |
| <b>Fund: 603 - SEWER</b>               |                |            |                               |                |                     |
| COLUMBIA PACIFIC EDD                   | 0034           | 06/30/2024 | CDBG ST HELENS WASTEWA...     | 603-000-53034  | 1,388.00            |
| COLUMBIA PACIFIC EDD                   | 0034           | 06/30/2024 | CDBG ST HELENS WASTEWA...     | 603-000-53035  | 273.80              |
| COLUMBIA PACIFIC EDD                   | 0034           | 06/30/2024 | CDBG ST HELENS WASTEWA...     | 603-000-53409  | 979.20              |
| CARDINAL SERVICES INC                  | 008209         | 06/30/2024 | JANITORIAL-WWTP               | 603-736-52023  | 29.09               |
| CARDINAL SERVICES INC                  | 008209         | 06/30/2024 | JANITORIAL-WWTP               | 603-737-52023  | 29.09               |
| ACE HARDWARE - ST. HELENS              | 06.30.24 60180 | 06/30/2024 | MATERIALS ACE ACCT 60180      | 603-736-52001  | 12.28               |
| ACE HARDWARE - ST. HELENS              | 06.30.24 60180 | 06/30/2024 | MATERIALS ACE ACCT 60180      | 603-737-52001  | 12.29               |
| ACE HARDWARE - ST. HELENS              | 06.30.24 60180 | 06/30/2024 | MATERIALS ACE ACCT 60180      | 603-738-52001  | 31.10               |
| CONSOR NORTH AMERICA I...              | W233257OR.00-4 | 06/30/2024 | WASTEWATER COLLECTION ...     | 603-000-53034  | 154,405.67          |
| CONSOR NORTH AMERICA I...              | W233257OR.00-4 | 06/30/2024 | WASTEWATER COLLECTION ...     | 603-000-53035  | 30,458.10           |
| CONSOR NORTH AMERICA I...              | W233257OR.00-4 | 06/30/2024 | WASTEWATER COLLECTION ...     | 603-000-53409  | 108,930.02          |
| <b>Fund 603 - SEWER Total:</b>         |                |            |                               |                | <b>296,548.64</b>   |
| <b>Fund: 605 - STORM</b>               |                |            |                               |                |                     |
| ACE HARDWARE - ST. HELENS              | 06.30.24 60180 | 06/30/2024 | MATERIALS ACE ACCT 60180      | 605-000-52001  | 18.92               |
| <b>Fund 605 - STORM Total:</b>         |                |            |                               |                | <b>18.92</b>        |
| <b>Fund: 703 - PW OPERATIONS</b>       |                |            |                               |                |                     |
| CARDINAL SERVICES INC                  | 008209         | 06/30/2024 | TEMPORARY EMPLOYMENT-...      | 703-734-52019  | 1,022.40            |
| DAHLGREN'S DO IT BEST BUI...           | 06.25.24       | 06/30/2024 | BUILDING SUPPLIES ACCT 10...  | 703-734-52001  | 22.50               |
| DAHLGREN'S DO IT BEST BUI...           | 06.25.24       | 06/30/2024 | BUILDING SUPPLIES ACCT 10...  | 703-734-52023  | 48.18               |
| ACE HARDWARE - ST. HELENS              | 06.30.24 60176 | 06/30/2024 | MATERIALS ACE ACCT 60176 ...  | 703-739-52099  | 2.99                |
| ACE HARDWARE - ST. HELENS              | 06.30.24 60181 | 06/30/2024 | ACE MATERIALS ACCT 60181      | 703-734-52001  | 17.99               |
| ACE HARDWARE - ST. HELENS              | 06.30.24 60181 | 06/30/2024 | ACE MATERIALS ACCT 60181      | 703-739-52001  | 8.99                |
| SUNSET AUTO PARTS INC - N...           | 06.30.24       | 06/30/2024 | AUTO PARTS ACCT 6355          | 703-739-52099  | 901.11              |
| CARQUEST AUTO PARTS STO...             | 06.30.24       | 06/30/2024 | AUTO PARTS                    | 703-739-52099  | 48.36               |
| COLUMBIA FEED AND SUPPLY               | 06.30.24       | 06/30/2024 | PARTS - INV 28249             | 703-739-52099  | 49.90               |
| COLUMBIA RIVER FIRE AND ...            | 07.03.24       | 06/30/2024 | SHARED COST JOINT MAINT ...   | 703-739-52099  | 574.60              |
| LOWER COLUMBIA ENGINEE...              | 11708          | 06/30/2024 | 3601-CITY ENGINEERING ASS...  | 703-733-52019  | 217.50              |
| <b>Fund 703 - PW OPERATIONS Total:</b> |                |            |                               |                | <b>2,914.52</b>     |
| <b>Fund: 706 - PUBLIC SAFETY</b>       |                |            |                               |                |                     |
| MAUL FOSTER ALONGI INC                 | 61732          | 06/30/2024 | PUBLIC SAFETY FACILITY PHA... | 706-000-52019  | 3,738.40            |
| <b>Fund 706 - PUBLIC SAFETY Total:</b> |                |            |                               |                | <b>3,738.40</b>     |
| <b>Grand Total:</b>                    |                |            |                               |                | <b>1,369,472.97</b> |

**Fund Summary**

| <b>Fund</b>                 | <b>Expense Amount</b> |
|-----------------------------|-----------------------|
| 100 - GENERAL FUND          | 80,622.39             |
| 202 - COMMUNITY DEVELOPMENT | 583,784.00            |
| 203 - COMMUNITY ENHANCEMENT | 3,923.31              |
| 205 - STREETS               | 4,733.39              |
| 305 - PARKS SDC             | 387,689.23            |
| 601 - WATER                 | 5,500.17              |
| 603 - SEWER                 | 296,548.64            |
| 605 - STORM                 | 18.92                 |
| 703 - PW OPERATIONS         | 2,914.52              |
| 706 - PUBLIC SAFETY         | 3,738.40              |
| <b>Grand Total:</b>         | <b>1,369,472.97</b>   |

**Account Summary**

| <b>Account Number</b> | <b>Account Name</b>        | <b>Expense Amount</b> |
|-----------------------|----------------------------|-----------------------|
| 100-000-20400         | Building - Excise Tax      | 2,854.05              |
| 100-000-20700         | Building - State Surcharge | 2,565.35              |
| 100-000-20800         | Court - State Assessment   | 2,136.81              |
| 100-000-20900         | Court - County Assessm...  | 430.22                |
| 100-000-36002         | Fines - Court              | -43.02                |
| 100-702-52014         | Recruiting                 | 1,210.00              |
| 100-704-52001         | Operating Supplies         | 18.44                 |
| 100-704-52019         | Professional Services      | 4,180.00              |
| 100-705-52001         | Operating Supplies         | 630.43                |
| 100-705-52002         | Personnel Uniforms Equ...  | 344.00                |
| 100-705-52019         | Professional Services      | 89.76                 |
| 100-705-52023         | Facility Maintenance       | 107.99                |
| 100-705-52097         | Enterprise Fleet           | 519.00                |
| 100-705-52098         | Enterprise Fleet Mainte... | 150.29                |
| 100-706-52023         | Facility Maintenance       | 986.54                |
| 100-706-52032         | Digital Resources          | 500.00                |
| 100-706-52033         | Printed Materials          | 1,143.68              |
| 100-707-52008         | Printing                   | 1,172.59              |
| 100-707-52009         | Postage                    | 2,927.79              |
| 100-707-52018         | Professional Developme...  | 124.62                |
| 100-707-52019         | Professional Services      | 18,706.15             |
| 100-707-52020         | Bank Service Fees          | 26,804.03             |
| 100-708-52001         | Operating Supplies         | 603.44                |
| 100-708-52019         | Professional Services      | 1,044.00              |
| 100-708-52023         | Facility Maintenance       | 79.36                 |
| 100-708-52047         | Marine Board               | 18.98                 |
| 100-709-52003         | Utilities                  | 207.38                |
| 100-709-52023         | Facility Maintenance       | 491.19                |
| 100-710-52028         | Projects & Programs        | 4,309.48              |
| 100-711-52001         | Operating Supplies         | 5.34                  |
| 100-712-52003         | Utilities                  | 4,946.55              |
| 100-712-52010         | Telephone                  | 338.14                |
| 100-715-52001         | Operating Supplies         | 570.24                |
| 100-715-52023         | Facility Maintenance       | 449.57                |
| 202-721-52101         | ARPA EXPENSES              | 25,000.00             |
| 202-722-52003         | Utilities                  | 22,041.25             |
| 202-722-52019         | Professional Services      | 1,789.67              |
| 202-723-52055         | Riverwalk Project          | 4,423.85              |
| 202-723-53102         | Downtown Infrastructure    | 517,107.73            |
| 202-726-52019         | Professional Services      | 13,421.50             |
| 203-709-52028         | Projects & Programs        | 3,923.31              |
| 205-000-52001         | Operating Supplies         | 18.25                 |
| 205-000-52003         | Utilities                  | 59.99                 |
| 205-000-52019         | Professional Services      | 4,655.15              |
| 305-000-53902         | COLUMBIA VIEW PARK ...     | 387,689.23            |

**Account Summary**

| Account Number | Account Name            | Expense Amount      |
|----------------|-------------------------|---------------------|
| 601-731-52001  | Operating Supplies      | 915.66              |
| 601-731-52019  | Professional Services   | 2,108.00            |
| 601-731-52064  | Lab Testing             | 1,766.00            |
| 601-732-52001  | Operating Supplies      | 152.43              |
| 601-732-52019  | Professional Services   | 531.00              |
| 601-732-52023  | Facility Maintenance    | 27.08               |
| 603-000-53034  | Basin 6 Project         | 155,793.67          |
| 603-000-53035  | Basin 5 Pipeline Upsize | 30,731.90           |
| 603-000-53409  | BASIN 4 PIPELINE UPSIZE | 109,909.22          |
| 603-736-52001  | Operating Supplies      | 12.28               |
| 603-736-52023  | Facility Maintenance    | 29.09               |
| 603-737-52001  | Operating Supplies      | 12.29               |
| 603-737-52023  | Facility Maintenance    | 29.09               |
| 603-738-52001  | Operating Supplies      | 31.10               |
| 605-000-52001  | Operating Supplies      | 18.92               |
| 703-733-52019  | Professional Services   | 217.50              |
| 703-734-52001  | Operating Supplies      | 40.49               |
| 703-734-52019  | Professional Services   | 1,022.40            |
| 703-734-52023  | Facility Maintenance    | 48.18               |
| 703-739-52001  | Operating Supplies      | 8.99                |
| 703-739-52099  | Equipment Operations    | 1,576.96            |
| 706-000-52019  | Professional Services   | 3,738.40            |
|                | <b>Grand Total:</b>     | <b>1,369,472.97</b> |

**Project Account Summary**

| Project Account Key | Expense Amount      |
|---------------------|---------------------|
| **None**            | 1,369,472.97        |
| <b>Grand Total:</b> | <b>1,369,472.97</b> |

# Expense Approval Register

Packet: APPKT01015 - AP 7.11.24 FY 25



St. Helens, OR

| Vendor Name                              | Payable Number | Post Date  | Description (Item)        | Account Number | Amount          |
|--|----------------|------------|---------------------------|----------------|-----------------|
| <b>Fund: 100 - GENERAL FUND</b>          |                |            |                           |                |                 |
| PATI RUIZ -                              | 07.11.24       | 07/11/2024 | REIMBURSEMENT 2024 ORE... | 100-705-52018  | 909.69          |
| <b>Fund 100 - GENERAL FUND Total:</b>    |                |            |                           |                | <b>909.69</b>   |
| <b>Fund: 201 - VISITOR TOURISM</b>       |                |            |                           |                |                 |
| ANDREW KANGAS                            | 07.11.24       | 07/11/2024 | COLUMBIA COUNTY COYOTE... | 201-000-52019  | 1,000.00        |
| <b>Fund 201 - VISITOR TOURISM Total:</b> |                |            |                           |                | <b>1,000.00</b> |
| <b>Grand Total:</b>                      |                |            |                           |                | <b>1,909.69</b> |

**Fund Summary**

| Fund                  | Expense Amount  |
|-----------------------|-----------------|
| 100 - GENERAL FUND    | 909.69          |
| 201 - VISITOR TOURISM | 1,000.00        |
| <b>Grand Total:</b>   | <b>1,909.69</b> |

**Account Summary**

| Account Number      | Account Name              | Expense Amount  |
|---------------------|---------------------------|-----------------|
| 100-705-52018       | Professional Developme... | 909.69          |
| 201-000-52019       | Professional Services     | 1,000.00        |
| <b>Grand Total:</b> |                           | <b>1,909.69</b> |

**Project Account Summary**

| Project Account Key | Expense Amount  |
|---------------------|-----------------|
| **None**            | 1,909.69        |
| <b>Grand Total:</b> | <b>1,909.69</b> |

# Expense Approval Register

Packet: APPKT01022 - 7.22.24 Court AP



St. Helens, OR

| Vendor Name                           | Payable Number | Post Date  | Description (Item)            | Account Number | Amount          |
|---------------------------------------|----------------|------------|-------------------------------|----------------|-----------------|
| <b>Fund: 100 - GENERAL FUND</b>       |                |            |                               |                |                 |
| MAY, JACOB DYLAN                      | INV0007181     | 07/11/2024 | BAIL REFUND MAY, JACOB D...   | 100-000-20200  | 60.00           |
| Waggoner, Riann Paige                 | INV0007187     | 07/19/2024 | BAIL REFUND Waggoner, Ria...  | 100-000-20200  | 560.00          |
| Waggoner, Riann Paige                 | INV0007188     | 07/19/2024 | BAIL REFUND Waggoner, Ria...  | 100-000-20200  | 690.00          |
| Franklin, John Walter                 | INV0007180     | 07/09/2024 | BAIL REFUND Franklin, John... | 100-000-20200  | 5.00            |
| <b>Fund 100 - GENERAL FUND Total:</b> |                |            |                               |                | <b>1,315.00</b> |
| <b>Grand Total:</b>                   |                |            |                               |                | <b>1,315.00</b> |

**Fund Summary**

| <b>Fund</b>         | <b>Expense Amount</b> |
|---------------------|-----------------------|
| 100 - GENERAL FUND  | 1,315.00              |
| <b>Grand Total:</b> | <b>1,315.00</b>       |

**Account Summary**

| <b>Account Number</b> | <b>Account Name</b> | <b>Expense Amount</b> |
|-----------------------|---------------------|-----------------------|
| 100-000-20200         | Court - Bail        | 1,315.00              |
| <b>Grand Total:</b>   |                     | <b>1,315.00</b>       |

**Project Account Summary**

| <b>Project Account Key</b> | <b>Expense Amount</b> |
|----------------------------|-----------------------|
| **None**                   | 1,315.00              |
| <b>Grand Total:</b>        | <b>1,315.00</b>       |

# Expense Approval Register

Packet: APPKT01027 - 7.25.24 Court AP



St. Helens, OR

| Vendor Name                                  | Payable Number | Post Date  | Description (Item)             | Account Number                        | Amount        |
|--|----------------|------------|--------------------------------|---------------------------------------|---------------|
| Fund: 100 - GENERAL FUND<br>Harlin, Tony Lee | INV0007189     | 07/24/2024 | Bail Refund - Harlin, Tony Lee | 100-000-20200                         | 234.35        |
|  |                |            |                                | <b>Fund 100 - GENERAL FUND Total:</b> | <b>234.35</b> |
|  |                |            |                                | <b>Grand Total:</b>                   | <b>234.35</b> |



**Fund Summary**

| <b>Fund</b>         | <b>Expense Amount</b> |
|---------------------|-----------------------|
| 100 - GENERAL FUND  | 234.35                |
| <b>Grand Total:</b> | <b>234.35</b>         |

**Account Summary**

| <b>Account Number</b> | <b>Account Name</b> | <b>Expense Amount</b> |
|-----------------------|---------------------|-----------------------|
| 100-000-20200         | Court - Bail        | 234.35                |
| <b>Grand Total:</b>   |                     | <b>234.35</b>         |

**Project Account Summary**

| <b>Project Account Key</b> | <b>Expense Amount</b> |
|----------------------------|-----------------------|
| **None**                   | 234.35                |
| <b>Grand Total:</b>        | <b>234.35</b>         |

# Expense Approval Register

Packet: APPKT01023 - AP 7.26.24 FY 24



St. Helens, OR

| Vendor Name                                    | Payable Number | Post Date  | Description (Item)           | Account Number | Amount          |
|--|----------------|------------|------------------------------|----------------|-----------------|
| <b>Fund: 100 - GENERAL FUND</b>                |                |            |                              |                |                 |
| STEVEN LESKIN                                  | 00311          | 06/30/2024 | COURT ATTORNEY FEES          | 100-704-52019  | 200.00          |
| SAIF CORPORATION                               | 07.02.24       | 06/30/2024 | NON DISABLING CLAIMS - RA... | 100-705-51015  | 347.65          |
| PITNEY BOWES BANK INC PU...                    | 07.11.24       | 06/30/2024 | POSTAGE METER                | 100-715-52001  | 1,000.00        |
| PAULSON PRINTING CO.                           | 4591           | 06/30/2024 | TRAINING BOOK & FOLDED ...   | 100-705-52001  | 278.00          |
| METRO PRESORT                                  | IN668462       | 06/30/2024 | UB BILL PRINTING             | 100-707-52008  | 150.00          |
| <b>Fund 100 - GENERAL FUND Total:</b>          |                |            |                              |                | <b>1,975.65</b> |
| <b>Fund: 201 - VISITOR TOURISM</b>             |                |            |                              |                |                 |
| HUDSON GARBAGE SERVICE                         | 14257664S046   | 06/30/2024 | ADDITIONAL SERVICE 13 NIG... | 201-000-52028  | 160.76          |
| <b>Fund 201 - VISITOR TOURISM Total:</b>       |                |            |                              |                | <b>160.76</b>   |
| <b>Fund: 202 - COMMUNITY DEVELOPMENT</b>       |                |            |                              |                |                 |
| OTAK INC                                       | 000052400441   | 06/30/2024 | 1ST AND STRAND ST P 01982... | 202-723-52019  | 2,458.98        |
| <b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b> |                |            |                              |                | <b>2,458.98</b> |
| <b>Fund: 203 - COMMUNITY ENHANCEMENT</b>       |                |            |                              |                |                 |
| ST. HELENS SCHOOL DISTRICT                     | 07.24.24       | 06/30/2024 | ST HELENS SCHOOL VOLLEYB...  | 203-709-52028  | 1,401.00        |
| <b>Fund 203 - COMMUNITY ENHANCEMENT Total:</b> |                |            |                              |                | <b>1,401.00</b> |
| <b>Fund: 205 - STREETS</b>                     |                |            |                              |                |                 |
| COLUMBIA RIVER PUD                             | 3001323        | 06/30/2024 | STREET LIGHT MAINTENANCE..   | 205-000-52003  | 899.84          |
| <b>Fund 205 - STREETS Total:</b>               |                |            |                              |                | <b>899.84</b>   |
| <b>Fund: 601 - WATER</b>                       |                |            |                              |                |                 |
| ADVANCED ELECTRICAL                            | 218787         | 06/30/2024 | INSTALL TEMP AUTODIALER      | 601-732-52019  | 529.59          |
| ADVANCED ELECTRICAL                            | 218798         | 06/30/2024 | INSTALL CHEMICAL FEED PU...  | 601-732-52019  | 1,407.32        |
| <b>Fund 601 - WATER Total:</b>                 |                |            |                              |                | <b>1,936.91</b> |
| <b>Fund: 603 - SEWER</b>                       |                |            |                              |                |                 |
| ALS GROUP USA CORP                             | 36-51-650795-0 | 06/30/2024 | QUARTERLY SAMPLING           | 603-736-52064  | 146.50          |
| ALS GROUP USA CORP                             | 36-51-650795-0 | 06/30/2024 | QUARTERLY SAMPLING           | 603-737-52064  | 439.50          |
| <b>Fund 603 - SEWER Total:</b>                 |                |            |                              |                | <b>586.00</b>   |
| <b>Fund: 703 - PW OPERATIONS</b>               |                |            |                              |                |                 |
| WILCOX   | MAY0002-FC     | 06/30/2024 | EQUIPMENT FUEL FILL          | 703-734-52022  | 14.20           |
| <b>Fund 703 - PW OPERATIONS Total:</b>         |                |            |                              |                | <b>14.20</b>    |
| <b>Grand Total:</b>                            |                |            |                              |                | <b>9,433.34</b> |

**Fund Summary**

| Fund                        | Expense Amount  |
|-----------------------------|-----------------|
| 100 - GENERAL FUND          | 1,975.65        |
| 201 - VISITOR TOURISM       | 160.76          |
| 202 - COMMUNITY DEVELOPMENT | 2,458.98        |
| 203 - COMMUNITY ENHANCEMENT | 1,401.00        |
| 205 - STREETS               | 899.84          |
| 601 - WATER                 | 1,936.91        |
| 603 - SEWER                 | 586.00          |
| 703 - PW OPERATIONS         | 14.20           |
| <b>Grand Total:</b>         | <b>9,433.34</b> |

**Account Summary**

| Account Number      | Account Name          | Expense Amount  |
|---------------------|-----------------------|-----------------|
| 100-704-52019       | Professional Services | 200.00          |
| 100-705-51015       | Other Benefits        | 347.65          |
| 100-705-52001       | Operating Supplies    | 278.00          |
| 100-707-52008       | Printing              | 150.00          |
| 100-715-52001       | Operating Supplies    | 1,000.00        |
| 201-000-52028       | Projects & Programs   | 160.76          |
| 202-723-52019       | Professional Services | 2,458.98        |
| 203-709-52028       | Projects & Programs   | 1,401.00        |
| 205-000-52003       | Utilities             | 899.84          |
| 601-732-52019       | Professional Services | 1,936.91        |
| 603-736-52064       | Lab Testing           | 146.50          |
| 603-737-52064       | Lab Testing           | 439.50          |
| 703-734-52022       | Fuel                  | 14.20           |
| <b>Grand Total:</b> |                       | <b>9,433.34</b> |

**Project Account Summary**

| Project Account Key | Expense Amount  |
|---------------------|-----------------|
| **None**            | 9,433.34        |
| <b>Grand Total:</b> | <b>9,433.34</b> |

# Expense Approval Register

Packet: APPKT01024 - AP 7.26.24 FY 25



St. Helens, OR

| Vendor Name                                    | Payable Number  | Post Date  | Description (Item)             | Account Number | Amount           |
|--|-----------------|------------|--------------------------------|----------------|------------------|
| <b>Fund: 100 - GENERAL FUND</b>                |                 |            |                                |                |                  |
| CITY OF COLUMBIA CITY                          | 0000773         | 07/24/2024 | CITY COUNTY DINNER             | 100-701-52018  | 27.00            |
| CITY OF COLUMBIA CITY                          | 0000773         | 07/24/2024 | CITY COUNTY DINNER             | 100-703-52018  | 27.00            |
| UNITED FIRE INC                                | 00169200        | 07/24/2024 | POLICE ANNUAL EXTINGUISH...    | 100-705-52019  | 775.00           |
| STEVEN LESKIN                                  | 00278           | 07/24/2024 | COURT ATTORNEY FEES            | 100-704-52019  | 125.00           |
| STEVEN LESKIN                                  | 00310           | 07/24/2024 | COURT ATTORNEY FEES            | 100-704-52019  | 125.00           |
| STEVEN LESKIN                                  | 00312           | 07/24/2024 | COURT ATTORNEY FEES            | 100-704-52019  | 200.00           |
| STEVEN LESKIN                                  | 00314           | 07/24/2024 | COURT ATTORNEY FEES            | 100-704-52019  | 125.00           |
| SUWANNA KADELL                                 | 07.08.24        | 07/24/2024 | DISBURSEMENT OF RESTITUT...    | 100-000-21000  | 100.00           |
| HAILEY HOLM-                                   | 07.17.24        | 07/24/2024 | REIMBURSEMENT RECORDS ...      | 100-705-52018  | 69.00            |
| RICK SCHOLL                                    | 07.23.24        | 07/24/2024 | TRAVEL REIMBURSEMENT 20...     | 100-703-52018  | 576.20           |
| OCLC INC                                       | 1000392657      | 07/24/2024 | WEBDEWEY 7.4.24-7.3.25         | 100-706-52019  | 391.11           |
| ORKIN  | 263350694       | 07/24/2024 | 1810 OLD PORTLAND RD PES...    | 100-705-52023  | 96.49            |
| ORKIN  | 263350694       | 07/24/2024 | 1810 OLD PORTLAND RD PES...    | 100-709-52023  | 96.50            |
| CENTURY LINK BUSINESS SER...                   | 696507313       | 07/24/2024 | ACCT 88035002                  | 100-712-52010  | 16.35            |
| KATHERINE MCCARTER                             | 7.08.24         | 07/24/2024 | DISTRIBUTION OF RESTITUTI...   | 100-000-21000  | 50.00            |
| TROTTER & MORTON FACILI...                     | 82249           | 07/24/2024 | C11165 HVAC POLICE             | 100-705-52023  | 1,159.75         |
| TROTTER & MORTON FACILI...                     | 82257           | 07/24/2024 | G10115 LIBRARY HVAC            | 100-706-52023  | 2,444.85         |
| CINTAS   | 8406910367      | 07/24/2024 | PARKS FIRST AID CABINET SE...  | 100-708-52001  | 61.80            |
| CINTAS   | 8406910368      | 07/24/2024 | CITY HALL FIRST AID CABINET... | 100-715-52001  | 154.98           |
| OVERDRIVE                                      | CD0109324193798 | 07/24/2024 | DEPOSIT ON ACCOUNT FOR ...     | 100-706-52032  | 2,000.00         |
| L.N CURTIS AND SONS                            | INV841026       | 07/24/2024 | POLICE UNIFORMS                | 100-705-52002  | 154.00           |
| L.N CURTIS AND SONS                            | INV846415       | 07/24/2024 | POLICE UNIFORMS                | 100-705-52002  | 271.85           |
| SWANSON BARK & WOOD P...                       | INV867250       | 07/24/2024 | PLAYGROUND CHIPS               | 100-708-52001  | 216.20           |
| SWANSON BARK & WOOD P...                       | INV867262       | 07/24/2024 | PLAYGROUND CHIPS               | 100-708-52001  | 216.20           |
| SWANSON BARK & WOOD P...                       | INV867549       | 07/24/2024 | PLAYGROUND CHIPS               | 100-708-52001  | 216.20           |
| SWANSON BARK & WOOD P...                       | INV867550       | 07/24/2024 | PLAYGROUND CHIPS               | 100-708-52001  | 216.20           |
| <b>Fund 100 - GENERAL FUND Total:</b>          |                 |            |                                |                | <b>9,911.68</b>  |
| <b>Fund: 201 - VISITOR TOURISM</b>             |                 |            |                                |                |                  |
| CATHERINE LOYER                                | 07.23.24        | 07/24/2024 | 13 NIGHTS CONCERT SERIES ...   | 201-000-52019  | 1,800.00         |
| STEPHANIE VINSON                               | 07.23.24        | 07/24/2024 | REFUND 2024 SPIRIT OF HAL...   | 201-000-52019  | 2,200.00         |
| CITY OF ST. HELENS                             | 07.23.24        | 07/24/2024 | 01-00178-001 MASONIC BUI...    | 201-000-52130  | 58.35            |
| JEFFERY STEVEN CURRY                           | 2024-0723-01    | 07/24/2024 | 13 NIGHTS ON THE RIVER 8.1...  | 201-000-52019  | 1,500.00         |
| <b>Fund 201 - VISITOR TOURISM Total:</b>       |                 |            |                                |                | <b>5,558.35</b>  |
| <b>Fund: 203 - COMMUNITY ENHANCEMENT</b>       |                 |            |                                |                |                  |
| TROTTER & MORTON FACILI...                     | 82257           | 07/24/2024 | G10115 LIBRARY HVAC            | 203-706-53013  | 1,629.90         |
| RECDESK LLC                                    | INV-14760       | 07/24/2024 | REC DESK SUBSCRIPTION 6.1...   | 203-709-52028  | 6,100.00         |
| <b>Fund 203 - COMMUNITY ENHANCEMENT Total:</b> |                 |            |                                |                | <b>7,729.90</b>  |
| <b>Fund: 205 - STREETS</b>                     |                 |            |                                |                |                  |
| BUREAU OF LABOR AND IND...                     | 07.23.24        | 07/24/2024 | PUBLIC WORKS FEE FOR R-7...    | 205-000-53001  | 250.00           |
| <b>Fund 205 - STREETS Total:</b>               |                 |            |                                |                | <b>250.00</b>    |
| <b>Fund: 601 - WATER</b>                       |                 |            |                                |                |                  |
| PR DIAMOND PRODUCTS INC                        | 0066623-IN      | 07/24/2024 | MULTI PURPOSE BLADES AND..     | 601-731-52001  | 1,699.00         |
| ROGERS MACHINERY COMP...                       | 1427652         | 07/24/2024 | SERVICE                        | 601-732-52019  | 1,094.36         |
| NORTHSTAR CHEMICAL                             | 285659          | 07/24/2024 | SODIUM HYPOCHLORITE 12....     | 601-732-52083  | 1,878.88         |
| NORTHSTAR CHEMICAL                             | 285746          | 07/24/2024 | SODIUM HYPOCHLORITE 12....     | 601-732-52083  | 9,625.54         |
| PEAK ELECTRIC GROUP LLC                        | 28950           | 07/24/2024 | ELECTRICAL WORK COLUMBI...     | 601-731-52019  | 295.00           |
| CORRECT EQUIPMENT                              | 56422           | 07/24/2024 | METERS                         | 601-731-53314  | 9,730.58         |
| CORE & MAIN                                    | INV0008463      | 07/24/2024 | MATERIALS                      | 601-731-52001  | 138.09           |
| CORE & MAIN                                    | V189072         | 07/25/2024 | MATERIALS                      | 601-731-52001  | 660.00           |
| <b>Fund 601 - WATER Total:</b>                 |                 |            |                                |                | <b>25,121.45</b> |
| <b>Fund: 603 - SEWER</b>                       |                 |            |                                |                |                  |
| UNITED RENTALS INC                             | 235302065-001   | 07/24/2024 | 4 WEEK BILLING INVOICE-TR...   | 603-735-52001  | 1,741.81         |

Expense Approval Register

| Vendor Name                            | Payable Number | Post Date  | Description (Item)           | Account Number | Amount            |
|--|----------------|------------|------------------------------|----------------|-------------------|
| UNITED RENTALS INC                     | 235302065-002  | 07/24/2024 | 2024-2025 PROPERTY/LIABIL... | 603-735-52001  | 195.00            |
| ALS GROUP USA CORP                     | 36-51-652792-0 | 07/24/2024 | QUARTERLY SAMPLING           | 603-737-52064  | 875.00            |
| COUNTRY MEDIA INC                      | 708930         | 07/24/2024 | ADVERTISING                  | 603-000-53033  | 137.95            |
| <b>Fund 603 - SEWER Total:</b>         |                |            |                              |                | <b>2,949.76</b>   |
| <b>Fund: 703 - PW OPERATIONS</b>       |                |            |                              |                |                   |
| CARDINAL SERVICES INC                  | 008900         | 07/24/2024 | TEMPORARY EMPLOYMENT         | 703-739-52019  | 984.06            |
| SUNSET EQUIPMENT                       | 107597         | 07/24/2024 | VERSACUT SAW CHAIN 3/8" ...  | 703-734-52001  | 35.42             |
| TROTTER & MORTON FACILI...             | 82215          | 07/24/2024 | C10245                       | 703-734-52023  | 285.50            |
| CINTAS                                 | 8406910366     | 07/24/2024 | FIRST AID CABINET SERVICE    | 703-734-52019  | 33.40             |
| <b>Fund 703 - PW OPERATIONS Total:</b> |                |            |                              |                | <b>1,338.38</b>   |
| <b>Fund: 706 - PUBLIC SAFETY</b>       |                |            |                              |                |                   |
| U.S. BANK ST. PAUL                     | 2606738        | 07/24/2024 | FULL FAITH & CREDIT OBLIG... | 706-000-55001  | 250,000.00        |
| U.S. BANK ST. PAUL                     | 2606738        | 07/24/2024 | FULL FAITH & CREDIT OBLIG... | 706-000-55002  | -0.21             |
| U.S. BANK ST. PAUL                     | 2606738        | 07/24/2024 | FULL FAITH & CREDIT OBLIG... | 706-000-55002  | 252,450.00        |
| <b>Fund 706 - PUBLIC SAFETY Total:</b> |                |            |                              |                | <b>502,449.79</b> |
| <b>Grand Total:</b>                    |                |            |                              |                | <b>555,309.31</b> |

**Fund Summary**

| Fund                        | Expense Amount    |
|-----------------------------|-------------------|
| 100 - GENERAL FUND          | 9,911.68          |
| 201 - VISITOR TOURISM       | 5,558.35          |
| 203 - COMMUNITY ENHANCEMENT | 7,729.90          |
| 205 - STREETS               | 250.00            |
| 601 - WATER                 | 25,121.45         |
| 603 - SEWER                 | 2,949.76          |
| 703 - PW OPERATIONS         | 1,338.38          |
| 706 - PUBLIC SAFETY         | 502,449.79        |
| <b>Grand Total:</b>         | <b>555,309.31</b> |

**Account Summary**

| Account Number      | Account Name                | Expense Amount    |
|---------------------|-----------------------------|-------------------|
| 100-000-21000       | Court - Restitution         | 150.00            |
| 100-701-52018       | Professional Developme...   | 27.00             |
| 100-703-52018       | Professional Developme...   | 603.20            |
| 100-704-52019       | Professional Services       | 575.00            |
| 100-705-52002       | Personnel Uniforms Equ...   | 425.85            |
| 100-705-52018       | Professional Developme...   | 69.00             |
| 100-705-52019       | Professional Services       | 775.00            |
| 100-705-52023       | Facility Maintenance        | 1,256.24          |
| 100-706-52019       | Professional Services       | 391.11            |
| 100-706-52023       | Facility Maintenance        | 2,444.85          |
| 100-706-52032       | Digital Resources           | 2,000.00          |
| 100-708-52001       | Operating Supplies          | 926.60            |
| 100-709-52023       | Facility Maintenance        | 96.50             |
| 100-712-52010       | Telephone                   | 16.35             |
| 100-715-52001       | Operating Supplies          | 154.98            |
| 201-000-52019       | Professional Services       | 5,500.00          |
| 201-000-52130       | Building Lease & Utilities  | 58.35             |
| 203-706-53013       | Library Facility Improve... | 1,629.90          |
| 203-709-52028       | Projects & Programs         | 6,100.00          |
| 205-000-53001       | Capital Outlay (AKA Stre... | 250.00            |
| 601-731-52001       | Operating Supplies          | 2,497.09          |
| 601-731-52019       | Professional Services       | 295.00            |
| 601-731-53314       | WATER METERS                | 9,730.58          |
| 601-732-52019       | Professional Services       | 1,094.36          |
| 601-732-52083       | Chemicals                   | 11,504.42         |
| 603-000-53033       | Sewer Capacity - Profess... | 137.95            |
| 603-735-52001       | Operating Supplies          | 1,936.81          |
| 603-737-52064       | Lab Testing                 | 875.00            |
| 703-734-52001       | Operating Supplies          | 35.42             |
| 703-734-52019       | Professional Services       | 33.40             |
| 703-734-52023       | Facility Maintenance        | 285.50            |
| 703-739-52019       | Professional Services       | 984.06            |
| 706-000-55001       | Principal                   | 250,000.00        |
| 706-000-55002       | Interest                    | 252,449.79        |
| <b>Grand Total:</b> |                             | <b>555,309.31</b> |

**Project Account Summary**

| Project Account Key | Expense Amount    |
|---------------------|-------------------|
| **None**            | 555,309.31        |
| <b>Grand Total:</b> | <b>555,309.31</b> |

# Expense Approval Register

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St. Helens, OR

| Vendor Name                              | Payable Number | Post Date  | Description (Item)         | Account Number | Amount          |
|--|----------------|------------|----------------------------|----------------|-----------------|
| <b>Fund: 100 - GENERAL FUND</b>          |                |            |                            |                |                 |
| STEVEN R SCHARFSTEIN                     | 122            | 06/30/2024 | COURT ATTORNEY FEES        | 100-704-52019  | 200.00          |
| <b>Fund 100 - GENERAL FUND Total:</b>    |                |            |                            |                | <b>200.00</b>   |
| <b>Fund: 201 - VISITOR TOURISM</b>       |                |            |                            |                |                 |
| E2C                                      | 4538           | 06/30/2024 | HOSTING -SECURITY MONIT... | 201-000-52019  | 695.00          |
| <b>Fund 201 - VISITOR TOURISM Total:</b> |                |            |                            |                | <b>695.00</b>   |
| <b>Fund: 703 - PW OPERATIONS</b>         |                |            |                            |                |                 |
| EMPLOYMENT TAX -STATE OF..               | 8793846        | 06/30/2024 | QUARTER 2 2024 UNEMPLO...  | 703-733-51015  | 2,698.15        |
| <b>Fund 703 - PW OPERATIONS Total:</b>   |                |            |                            |                | <b>2,698.15</b> |
| <b>Grand Total:</b>                      |                |            |                            |                | <b>3,593.15</b> |

**Fund Summary**

| Fund                  | Expense Amount  |
|-----------------------|-----------------|
| 100 - GENERAL FUND    | 200.00          |
| 201 - VISITOR TOURISM | 695.00          |
| 703 - PW OPERATIONS   | <u>2,698.15</u> |
| <b>Grand Total:</b>   | <b>3,593.15</b> |

**Account Summary**

| Account Number      | Account Name          | Expense Amount  |
|---------------------|-----------------------|-----------------|
| 100-704-52019       | Professional Services | 200.00          |
| 201-000-52019       | Professional Services | 695.00          |
| 703-733-51015       | Other Benefits        | <u>2,698.15</u> |
| <b>Grand Total:</b> |                       | <b>3,593.15</b> |

**Project Account Summary**

| Project Account Key | Expense Amount  |
|---------------------|-----------------|
| **None**            | <u>3,593.15</u> |
| <b>Grand Total:</b> | <b>3,593.15</b> |



# Expense Approval Register

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St. Helens, OR

| Vendor Name                     | Payable Number         | Post Date  | Description (Item)            | Account Number | Amount    |
|---------------------------------|------------------------|------------|-------------------------------|----------------|-----------|
| <b>Fund: 100 - GENERAL FUND</b> |                        |            |                               |                |           |
| SAIF CORPORATION                | 06.05.24               | 07/26/2024 | POLICY 26274                  | 100-701-51005  | 648.14    |
| SAIF CORPORATION                | 06.05.24               | 07/26/2024 | POLICY 26274                  | 100-702-51005  | 534.19    |
| SAIF CORPORATION                | 06.05.24               | 07/26/2024 | POLICY 26274                  | 100-705-51005  | 68,879.16 |
| SAIF CORPORATION                | 06.05.24               | 07/26/2024 | POLICY 26274                  | 100-706-51005  | 538.88    |
| SAIF CORPORATION                | 06.05.24               | 07/26/2024 | POLICY 26274                  | 100-707-51005  | 534.19    |
| SAIF CORPORATION                | 06.05.24               | 07/26/2024 | POLICY 26274                  | 100-708-51005  | 11,578.32 |
| SAIF CORPORATION                | 06.05.24               | 07/26/2024 | POLICY 26274                  | 100-710-51005  | 534.19    |
| SAIF CORPORATION                | 06.05.24               | 07/26/2024 | POLICY 26274                  | 100-711-51005  | 5,330.55  |
| SAIF CORPORATION                | 06.05.24               | 07/26/2024 | POLICY 26274                  | 100-712-51005  | 1,572.10  |
| ENTERPRISE FM TRUST             | FBN5076446             | 07/26/2024 | LEASE                         | 100-705-52097  | 27,012.20 |
| ENTERPRISE FM TRUST             | FBN5076446             | 07/26/2024 | MAINTENANCE                   | 100-705-52098  | 665.15    |
| ENTERPRISE FM TRUST             | FBN5089058             | 07/26/2024 | PARKS & REC FLEET             | 100-709-52097  | 532.97    |
| ENTERPRISE FM TRUST             | FBN5089070             | 07/26/2024 | 596107 BUILDING               | 100-711-52097  | 522.55    |
| ENTERPRISE FM TRUST             | FBN5089072             | 07/26/2024 | PLANNING FLEET                | 100-710-52097  | 451.21    |
| ENTERPRISE FM TRUST             | FBN5089084             | 07/26/2024 | CITY HALL FLEET               | 100-715-52097  | 7.00      |
| CARDINAL SERVICES INC           | 008833                 | 08/01/2024 | REC/COMMUNITY CENTER          | 100-705-52023  | 81.47     |
| CARDINAL SERVICES INC           | 008833                 | 08/01/2024 | JANITORIAL-LIBRARY            | 100-706-52023  | 989.19    |
| CARDINAL SERVICES INC           | 008833                 | 08/01/2024 | TEMPORARY EMPLOYMENT-...      | 100-708-52019  | 1,044.00  |
| CARDINAL SERVICES INC           | 008833                 | 08/01/2024 | JANITORIAL PARKS SHOP         | 100-708-52023  | 46.55     |
| CARDINAL SERVICES INC           | 008833                 | 08/01/2024 | REC/COMMUNITY CENTER          | 100-709-52023  | 81.46     |
| CARDINAL SERVICES INC           | 009109                 | 08/01/2024 | REC/COMMUNITY CENTER          | 100-705-52023  | 75.65     |
| CARDINAL SERVICES INC           | 009109                 | 08/01/2024 | JANITORIAL-LIBRARY            | 100-706-52023  | 977.55    |
| CARDINAL SERVICES INC           | 009109                 | 08/01/2024 | TEMPORARY EMPLOYMENT-...      | 100-708-52019  | 1,044.00  |
| CARDINAL SERVICES INC           | 009109                 | 08/01/2024 | JANITORIAL PARKS SHOP         | 100-708-52023  | 69.83     |
| CARDINAL SERVICES INC           | 009109                 | 08/01/2024 | REC/COMMUNITY CENTER          | 100-709-52023  | 75.64     |
| SIERRA SPRINGS                  | 021814586 072024       | 08/01/2024 | WATER BOTTLED COURT / UB...   | 100-715-52001  | 43.49     |
| COMCAST                         | 07.21.24               | 08/01/2024 | COMCAST CABLE 877810899...    | 100-712-52003  | 1,989.54  |
| COLUMBIA COUNTY ANIMAL...       | 07.24.24               | 08/01/2024 | RESTITUTION 24TR0390          | 100-000-21000  | 50.00     |
| CNA SURETY DIRECT BILL          | 08.26.24               | 08/01/2024 | BOND 58592190 CITY OF ST....  | 100-702-52018  | 204.00    |
| BEMIS                           | 10963                  | 08/01/2024 | BUSINESS CARDS J DIMSHO       | 100-710-52001  | 60.00     |
| STEVEN R SCHARFSTEIN            | 119                    | 08/01/2024 | COURT ATTORNEY FEES           | 100-704-52019  | 125.00    |
| STEVEN R SCHARFSTEIN            | 120                    | 08/01/2024 | COURT ATTORNEY FEES           | 100-704-52019  | 200.00    |
| STEVEN R SCHARFSTEIN            | 121                    | 08/01/2024 | COURT ATTORNEY FEES           | 100-704-52019  | 200.00    |
| STEVEN R SCHARFSTEIN            | 123                    | 08/01/2024 | COURT ATTORNEY FEES           | 100-704-52019  | 125.00    |
| MORE POWER TECHNOLOGY...        | 16380                  | 08/01/2024 | PREMIUM AGREEMENT MO...       | 100-712-52019  | 9,316.65  |
| MORE POWER TECHNOLOGY...        | 16413                  | 08/01/2024 | MICROSOFT 365 BUS STAND...    | 100-712-52006  | 2,858.40  |
| ALLSTREAM                       | 20733406               | 08/01/2024 | ALLSTREAM PHONE ACCT 75...    | 100-712-52010  | 175.29    |
| ORKIN                           | 263350507              | 08/01/2024 | 265 STRAND PEST SERVICE Cl... | 100-715-52023  | 117.99    |
| AT&T MOBILITY                   | 287302289330X027232024 | 08/01/2024 | 287302289330 POLICE PHON...   | 100-705-52010  | 1,908.12  |
| PEAK ELECTRIC GROUP LLC         | 28975                  | 08/01/2024 | ELECTRICAL WORK ST HELES ...  | 100-708-52046  | 650.86    |
| PEAK ELECTRIC GROUP LLC         | 29079                  | 08/01/2024 | ELECTRICAL WORK AT ST HEL...  | 100-708-52046  | 4,739.98  |
| BODE CELLMARK FORENSICS ...     | 42074                  | 08/01/2024 | VIALS-SECURSWAB               | 100-705-52001  | 521.85    |
| METRO PLANNING INC              | 6313                   | 08/01/2024 | WEB GIS                       | 100-710-52001  | 62.50     |
| AMY LINDGREN LAW LLC            | 641                    | 08/01/2024 | JUDICIAL SERVICES             | 100-704-52019  | 5,750.00  |
| STEVEN R SCHARFSTEIN            | 77.1                   | 08/01/2024 | COURT ATTORNEY FEES           | 100-704-52019  | 125.00    |
| NET ASSETS CORPORATION          | 95-202407              | 08/01/2024 | ESCROW TITLE SERVICES         | 100-707-52019  | 335.00    |
| WILCOX                          | 9641884-IN             | 08/01/2024 | FUEL PARKS DEPT               | 100-708-52022  | 453.53    |
| WILCOX                          | 9641885-IN             | 08/01/2024 | FUEL PARKS DEPT               | 100-708-52022  | 579.68    |
| WEX BANK                        | 98522620               | 08/01/2024 | POLICE FUEL PURCHASES         | 100-705-52022  | 2,645.91  |
| WEX BANK                        | 98522620               | 08/01/2024 | REC TRANSIT VAN -3660         | 100-709-52022  | 88.38     |
| WEX BANK                        | 98522620               | 08/01/2024 | PLANNING 7782 FUEL PURC...    | 100-710-52022  | 53.43     |
| VERIZON                         | 9969564553             | 08/01/2024 | JOHN WALSH 9898               | 100-701-52010  | 40.81     |
| VERIZON                         | 9969564553             | 08/01/2024 | HOT SPOT -8190                | 100-701-52010  | 47.07     |

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| Vendor Name                                    | Payable Number | Post Date  | Description (Item)         | Account Number | Amount            |
|--|----------------|------------|----------------------------|----------------|-------------------|
| VERIZON  | 9969564553     | 08/01/2024 | CRYSTAL KING 0103          | 100-701-52010  | 46.39             |
| VERIZON  | 9969564553     | 08/01/2024 | MAYOR SCHOLL IPAD 9627     | 100-703-52001  | 40.81             |
| VERIZON  | 9969564553     | 08/01/2024 | PD JETPACK1 - 8886         | 100-705-52010  | 40.81             |
| VERIZON  | 9969564553     | 08/01/2024 | PD JETPACK2 - 8538         | 100-705-52010  | 40.81             |
| VERIZON  | 9969564553     | 08/01/2024 | SUZANNE BISHOP 1313        | 100-706-52003  | 41.29             |
| VERIZON  | 9969564553     | 08/01/2024 | GLORIA BUTSCH 1986         | 100-707-52001  | 46.39             |
| VERIZON  | 9969564553     | 08/01/2024 | TORY SHELBY 6366           | 100-708-52010  | 41.29             |
| VERIZON  | 9969564553     | 08/01/2024 | CAMERON PAGE 5027          | 100-708-52010  | 41.29             |
| VERIZON  | 9969564553     | 08/01/2024 | RECREATION CENTER 1108     | 100-709-52010  | 41.29             |
| VERIZON  | 9969564553     | 08/01/2024 | RECREATION CENTER 6984     | 100-709-52010  | 40.81             |
| VERIZON  | 9969564553     | 08/01/2024 | REC PHONE 5093             | 100-709-52010  | 42.16             |
| VERIZON  | 9969564553     | 08/01/2024 | BUILDING DEPT IPAD 4081    | 100-711-52010  | 40.81             |
| VERIZON  | 9969564553     | 08/01/2024 | MIKE DERIOIA 2686          | 100-711-52010  | 46.39             |
| VERIZON  | 9969564553     | 08/01/2024 | ARLO 2 971-668-9908        | 100-712-52001  | 58.51             |
| VERIZON  | 9969564553     | 08/01/2024 | DARIN COX 1016             | 100-712-52010  | 46.39             |
| VERIZON  | 9969564553     | 08/01/2024 | MATT FUNK 1330             | 100-712-52010  | -29.28            |
| VERIZON  | 9969564553     | 08/01/2024 | Arlo 2 971-668-9722        | 100-712-52010  | -65.26            |
| VERIZON  | 9969564553     | 08/01/2024 | Arlo 1 971-668-9721        | 100-712-52010  | 58.51             |
| L.N CURTIS AND SONS                            | INV847749      | 08/01/2024 | POLICE UNIFORMS            | 100-705-52002  | 456.00            |
| SWANSON BARK & WOOD P...                       | INV868023      | 08/01/2024 | PLAYGROUND CHIPS           | 100-708-52001  | 216.20            |
| LEXIPOL LLC                                    | INVPRA11239676 | 08/01/2024 | POLICEONE ACADEMY ANNU...  | 100-705-52019  | 2,772.72          |
| <b>Fund 100 - GENERAL FUND Total:</b>          |                |            |                            |                | <b>161,357.95</b> |
| <b>Fund: 201 - VISITOR TOURISM</b>             |                |            |                            |                |                   |
| SAIF CORPORATION                               | 06.05.24       | 07/26/2024 | POLICY 26274               | 201-000-52019  | 406.79            |
| <b>Fund 201 - VISITOR TOURISM Total:</b>       |                |            |                            |                | <b>406.79</b>     |
| <b>Fund: 202 - COMMUNITY DEVELOPMENT</b>       |                |            |                            |                |                   |
| MOORE SITE SERVICES LLC                        | 24076          | 08/01/2024 | MECHANICAL SUPPORT MILL... | 202-722-52019  | 6,338.40          |
| <b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b> |                |            |                            |                | <b>6,338.40</b>   |
| <b>Fund: 203 - COMMUNITY ENHANCEMENT</b>       |                |            |                            |                |                   |
| CARDINAL SERVICES INC                          | 008833         | 08/01/2024 | TEMPORARY EMPLOYMENT-...   | 203-709-52028  | 3,391.18          |
| CARDINAL SERVICES INC                          | 009109         | 08/01/2024 | TEMPORARY EMPLOYMENT-...   | 203-709-52028  | 3,483.49          |
| <b>Fund 203 - COMMUNITY ENHANCEMENT Total:</b> |                |            |                            |                | <b>6,874.67</b>   |
| <b>Fund: 205 - STREETS</b>                     |                |            |                            |                |                   |
| SAIF CORPORATION                               | 06.05.24       | 07/26/2024 | POLICY 26274               | 205-000-51016  | 891.86            |
| <b>Fund 205 - STREETS Total:</b>               |                |            |                            |                | <b>891.86</b>     |
| <b>Fund: 601 - WATER</b>                       |                |            |                            |                |                   |
| SAIF CORPORATION                               | 06.05.24       | 07/26/2024 | POLICY 26274               | 601-731-51016  | 7,432.58          |
| SAIF CORPORATION                               | 06.05.24       | 07/26/2024 | POLICY 26274               | 601-732-51016  | 7,432.58          |
| VERIZON  | 9969564553     | 08/01/2024 | WFF CREW 1914              | 601-732-52010  | 69.39             |
| <b>Fund 601 - WATER Total:</b>                 |                |            |                            |                | <b>14,934.55</b>  |
| <b>Fund: 603 - SEWER</b>                       |                |            |                            |                |                   |
| SAIF CORPORATION                               | 06.05.24       | 07/26/2024 | POLICY 26274               | 603-735-51016  | 1,851.25          |
| SAIF CORPORATION                               | 06.05.24       | 07/26/2024 | POLICY 26274               | 603-736-51016  | 1,851.25          |
| SAIF CORPORATION                               | 06.05.24       | 07/26/2024 | POLICY 26274               | 603-737-51016  | 1,851.25          |
| SAIF CORPORATION                               | 06.05.24       | 07/26/2024 | POLICY 26274               | 603-738-51016  | 1,851.25          |
| CARDINAL SERVICES INC                          | 008833         | 08/01/2024 | JANITORIAL-WWTP            | 603-736-52023  | 34.91             |
| CARDINAL SERVICES INC                          | 008833         | 08/01/2024 | JANITORIAL-WWTP            | 603-737-52023  | 34.91             |
| CARDINAL SERVICES INC                          | 009109         | 08/01/2024 | JANITORIAL-WWTP            | 603-736-52023  | 34.91             |
| CARDINAL SERVICES INC                          | 009109         | 08/01/2024 | JANITORIAL-WWTP            | 603-737-52023  | 34.91             |
| ALLSTREAM                                      | 20733406       | 08/01/2024 | ALLSTREAM PHONE ACCT 75... | 603-736-52010  | 87.64             |
| ALLSTREAM                                      | 20733406       | 08/01/2024 | ALLSTREAM PHONE ACCT 75... | 603-737-52010  | 87.64             |
| VERIZON  | 9969564553     | 08/01/2024 | AARON KUNDERS 6376         | 603-736-52010  | 13.76             |
| VERIZON  | 9969564553     | 08/01/2024 | TYLER HILLS 6492           | 603-736-52010  | 13.75             |
| VERIZON  | 9969564553     | 08/01/2024 | SAM ORTIZ 1801             | 603-736-52010  | 13.75             |
| VERIZON  | 9969564553     | 08/01/2024 | AARON KUNDERS 6376         | 603-737-52010  | 13.75             |
| VERIZON  | 9969564553     | 08/01/2024 | TYLER HILLS 6492           | 603-737-52010  | 13.76             |
| VERIZON  | 9969564553     | 08/01/2024 | SAM ORTIZ 1801             | 603-737-52010  | 13.78             |
| VERIZON  | 9969564553     | 08/01/2024 | AARON KUNDERS 6376         | 603-738-52010  | 13.78             |

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| Vendor Name                            | Payable Number | Post Date  | Description (Item)           | Account Number | Amount            |
|--|----------------|------------|------------------------------|----------------|-------------------|
| VERIZON                                | 9969564553     | 08/01/2024 | TYLER HILLS 6492             | 603-738-52010  | 13.78             |
| VERIZON                                | 9969564553     | 08/01/2024 | SAM ORTIZ 1801               | 603-738-52010  | 13.76             |
| <b>Fund 603 - SEWER Total:</b>         |                |            |                              |                | <b>7,843.79</b>   |
| <b>Fund: 605 - STORM</b>               |                |            |                              |                |                   |
| SAIF CORPORATION                       | 06.05.24       | 07/26/2024 | POLICY 26274                 | 605-000-51016  | 366.73            |
| <b>Fund 605 - STORM Total:</b>         |                |            |                              |                | <b>366.73</b>     |
| <b>Fund: 703 - PW OPERATIONS</b>       |                |            |                              |                |                   |
| SAIF CORPORATION                       | 06.05.24       | 07/26/2024 | POLICY 26274                 | 703-734-51005  | 2,833.84          |
| ENTERPRISE FM TRUST                    | FBN5089118     | 07/26/2024 | ENTERPRISE FLEET LEASE & ... | 703-734-52097  | 783.13            |
| ENTERPRISE FM TRUST                    | FBN5089141     | 07/26/2024 | ENGINEERING FLEET 619034     | 703-733-52097  | 591.08            |
| CARDINAL SERVICES INC                  | 008833         | 08/01/2024 | TEMPORARY EMPLOYMENT-...     | 703-734-52019  | 613.44            |
| CARDINAL SERVICES INC                  | 009109         | 08/01/2024 | TEMPORARY EMPLOYMENT-...     | 703-734-52019  | 408.96            |
| CARDINAL SERVICES INC                  | 009109         | 08/01/2024 | TEMPORARY EMPLOYMENT ...     | 703-739-52019  | 1,022.40          |
| INEXPENSIVE TREE CARE                  | 04339-I        | 08/01/2024 | TREE REMOVAL 365 S 10TH ST   | 703-739-52019  | 3,700.00          |
| INEXPENSIVE TREE CARE                  | 04407-I        | 08/01/2024 | TREE REMOVAL 260 N VERN...   | 703-733-52019  | 2,450.00          |
| SUNSET AUTO PARTS INC - N...           | 07.31.24       | 08/01/2024 | AUTO PARTS ACCT 6355         | 703-739-52099  | 1,437.73          |
| LVNCS                                  | 1089           | 08/01/2024 | TOOLA                        | 703-734-52001  | 490.00            |
| LES SCHWAB TIRE CENTER                 | 22900614822    | 08/01/2024 | MAC DUMPTRUCK TIRE REPL...   | 703-739-52099  | 1,727.48          |
| EAGLE STAR ROCK PRODUCTS..             | 402206         | 08/01/2024 | ROCK                         | 703-734-52001  | 1,570.09          |
| KINNEAR SPECIALTIES INC                | 5035211        | 08/01/2024 | PARTS                        | 703-739-52099  | 82.48             |
| METRO PLANNING INC                     | 6313           | 08/01/2024 | WEB GIS                      | 703-733-52019  | 87.50             |
| WEX BANK                               | 98522620       | 08/01/2024 | PW CHEROKEE 5478             | 703-734-52022  | 503.98            |
| VERIZON                                | 9969564553     | 08/01/2024 | ENGINEERING IPHONE 1068      | 703-733-52010  | 41.29             |
| VERIZON                                | 9969564553     | 08/01/2024 | SHARON DARROUX 0813          | 703-733-52010  | 74.50             |
| VERIZON                                | 9969564553     | 08/01/2024 | PW CONSTRUCTION INSPEC...    | 703-733-52010  | 40.81             |
| VERIZON                                | 9969564553     | 08/01/2024 | TIM UNDERWOOD 8524           | 703-733-52010  | 41.29             |
| VERIZON                                | 9969564553     | 08/01/2024 | PW UTILITY 1 - 9922          | 703-734-52010  | 40.81             |
| VERIZON                                | 9969564553     | 08/01/2024 | DAVE ELDER 8523              | 703-734-52010  | 41.29             |
| VERIZON                                | 9969564553     | 08/01/2024 | PW UTILITY 3 - 9924          | 703-734-52010  | 40.81             |
| VERIZON                                | 9969564553     | 08/01/2024 | BUCK TUPPER 3371             | 703-734-52010  | 46.39             |
| VERIZON                                | 9969564553     | 08/01/2024 | PW UTILITY 2 - 9923          | 703-734-52010  | 40.81             |
| VERIZON                                | 9969564553     | 08/01/2024 | BRETT LONG 3607              | 703-734-52010  | 41.29             |
| VERIZON                                | 9969564553     | 08/01/2024 | CURT LEMONT-2217             | 703-734-52010  | 41.29             |
| VERIZON                                | 9969564553     | 08/01/2024 | SCOTT WILLIAMS 0621          | 703-734-52010  | 41.29             |
| VERIZON                                | 9969564553     | 08/01/2024 | ALEX BIRD - 9081             | 703-734-52010  | 40.81             |
| VERIZON                                | 9969564553     | 08/01/2024 | ALEX BIRD 2000               | 703-734-52010  | 41.29             |
| VERIZON                                | 9969564553     | 08/01/2024 | PW SPARE 4 - 8741            | 703-734-52010  | 40.81             |
| VERIZON                                | 9969564553     | 08/01/2024 | SCOTT HARRINGTON 8048        | 703-734-52010  | 23.81             |
| VERIZON                                | 9969564553     | 08/01/2024 | RYAN POWERS 7116             | 703-734-52010  | 41.29             |
| VERIZON                                | 9969564553     | 08/01/2024 | ROGER STAUFFER 9662          | 703-734-52010  | 41.29             |
| VERIZON                                | 9969564553     | 08/01/2024 | JULIAN ZIRKLE 6229           | 703-734-52010  | 41.29             |
| VERIZON                                | 9969564553     | 08/01/2024 | PW ENGINEERING 0940          | 703-734-52010  | 40.81             |
| VERIZON                                | 9969564553     | 08/01/2024 | PW FACILITY MAINTENANCE-...  | 703-734-52010  | 40.81             |
| VERIZON                                | 9969564553     | 08/01/2024 | MOUHAMAD ZAHER 3068          | 703-734-52010  | 61.11             |
| VERIZON                                | 9969564553     | 08/01/2024 | ETHAN STERLING 6282          | 703-734-52010  | 41.29             |
| VERIZON                                | 9969564553     | 08/01/2024 | PW OPERATIONS 3856           | 703-734-52010  | 40.81             |
| <b>Fund 703 - PW OPERATIONS Total:</b> |                |            |                              |                | <b>19,329.40</b>  |
| <b>Grand Total:</b>                    |                |            |                              |                | <b>218,344.14</b> |

**Fund Summary**

| <b>Fund</b>                 | <b>Expense Amount</b> |
|-----------------------------|-----------------------|
| 100 - GENERAL FUND          | 161,357.95            |
| 201 - VISITOR TOURISM       | 406.79                |
| 202 - COMMUNITY DEVELOPMENT | 6,338.40              |
| 203 - COMMUNITY ENHANCEMENT | 6,874.67              |
| 205 - STREETS               | 891.86                |
| 601 - WATER                 | 14,934.55             |
| 603 - SEWER                 | 7,843.79              |
| 605 - STORM                 | 366.73                |
| 703 - PW OPERATIONS         | 19,329.40             |
| <b>Grand Total:</b>         | <b>218,344.14</b>     |

**Account Summary**

| <b>Account Number</b> | <b>Account Name</b>        | <b>Expense Amount</b> |
|-----------------------|----------------------------|-----------------------|
| 100-000-21000         | Court - Restitution        | 50.00                 |
| 100-701-51005         | Insurance                  | 648.14                |
| 100-701-52010         | Telephone                  | 134.27                |
| 100-702-51005         | Insurance                  | 534.19                |
| 100-702-52018         | Professional Developme...  | 204.00                |
| 100-703-52001         | Operating Supplies         | 40.81                 |
| 100-704-52019         | Professional Services      | 6,525.00              |
| 100-705-51005         | Insurance                  | 68,879.16             |
| 100-705-52001         | Operating Supplies         | 521.85                |
| 100-705-52002         | Personnel Uniforms Equ...  | 456.00                |
| 100-705-52010         | Telephone                  | 1,989.74              |
| 100-705-52019         | Professional Services      | 2,772.72              |
| 100-705-52022         | Fuel                       | 2,645.91              |
| 100-705-52023         | Facility Maintenance       | 157.12                |
| 100-705-52097         | Enterprise Fleet           | 27,012.20             |
| 100-705-52098         | Enterprise Fleet Mainte... | 665.15                |
| 100-706-51005         | Insurance                  | 538.88                |
| 100-706-52003         | Utilities                  | 41.29                 |
| 100-706-52023         | Facility Maintenance       | 1,966.74              |
| 100-707-51005         | Insurance                  | 534.19                |
| 100-707-52001         | Operating Supplies         | 46.39                 |
| 100-707-52019         | Professional Services      | 335.00                |
| 100-708-51005         | Insurance                  | 11,578.32             |
| 100-708-52001         | Operating Supplies         | 216.20                |
| 100-708-52010         | Telephone                  | 82.58                 |
| 100-708-52019         | Professional Services      | 2,088.00              |
| 100-708-52022         | Fuel                       | 1,033.21              |
| 100-708-52023         | Facility Maintenance       | 116.38                |
| 100-708-52046         | Dock Services              | 5,390.84              |
| 100-709-52010         | Telephone                  | 124.26                |
| 100-709-52022         | Fuel                       | 88.38                 |
| 100-709-52023         | Facility Maintenance       | 157.10                |
| 100-709-52097         | Enterprise Fleet           | 532.97                |
| 100-710-51005         | Insurance                  | 534.19                |
| 100-710-52001         | Operating Supplies         | 122.50                |
| 100-710-52022         | Fuel                       | 53.43                 |
| 100-710-52097         | Enterprise Fleet           | 451.21                |
| 100-711-51005         | Insurance                  | 5,330.55              |
| 100-711-52010         | Telephone                  | 87.20                 |
| 100-711-52097         | Enterprise Fleet           | 522.55                |
| 100-712-51005         | Insurance                  | 1,572.10              |
| 100-712-52001         | Operating Supplies         | 58.51                 |
| 100-712-52003         | Utilities                  | 1,989.54              |
| 100-712-52006         | Computer Maintenance       | 2,858.40              |
| 100-712-52010         | Telephone                  | 185.65                |
| 100-712-52019         | Professional Services      | 9,316.65              |

**Account Summary**

| Account Number | Account Name          | Expense Amount    |
|----------------|-----------------------|-------------------|
| 100-715-52001  | Operating Supplies    | 43.49             |
| 100-715-52023  | Facility Maintenance  | 117.99            |
| 100-715-52097  | Enterprise Fleet      | 7.00              |
| 201-000-52019  | Professional Services | 406.79            |
| 202-722-52019  | Professional Services | 6,338.40          |
| 203-709-52028  | Projects & Programs   | 6,874.67          |
| 205-000-51016  | PW Support Charges    | 891.86            |
| 601-731-51016  | PW Support Charges    | 7,432.58          |
| 601-732-51016  | PW Support Charges    | 7,432.58          |
| 601-732-52010  | Telephone             | 69.39             |
| 603-735-51016  | PW Support Charges    | 1,851.25          |
| 603-736-51016  | PW Support Charges    | 1,851.25          |
| 603-736-52010  | Telephone             | 128.90            |
| 603-736-52023  | Facility Maintenance  | 69.82             |
| 603-737-51016  | PW Support Charges    | 1,851.25          |
| 603-737-52010  | Telephone             | 128.93            |
| 603-737-52023  | Facility Maintenance  | 69.82             |
| 603-738-51016  | PW Support Charges    | 1,851.25          |
| 603-738-52010  | Telephone             | 41.32             |
| 605-000-51016  | PW Support Charges    | 366.73            |
| 703-733-52010  | Telephone             | 197.89            |
| 703-733-52019  | Professional Services | 2,537.50          |
| 703-733-52097  | Enterprise Fleet      | 591.08            |
| 703-734-51005  | Insurance             | 2,833.84          |
| 703-734-52001  | Operating Supplies    | 2,060.09          |
| 703-734-52010  | Telephone             | 829.40            |
| 703-734-52019  | Professional Services | 1,022.40          |
| 703-734-52022  | Fuel                  | 503.98            |
| 703-734-52097  | Enterprise Fleet      | 783.13            |
| 703-739-52019  | Professional Services | 4,722.40          |
| 703-739-52099  | Equipment Operations  | 3,247.69          |
|                | <b>Grand Total:</b>   | <b>218,344.14</b> |

**Project Account Summary**

| Project Account Key | Expense Amount    |
|---------------------|-------------------|
| **None**            | 218,344.14        |
| <b>Grand Total:</b> | <b>218,344.14</b> |