



# COUNCIL REGULAR SESSION

Wednesday, May 05, 2021 at 7:00 PM

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## COUNCIL MEMBERS:

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

## LOCATION & CONTACT:

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## AGENDA

### CALL REGULAR SESSION TO ORDER

### PLEDGE OF ALLEGIANCE

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

### ORDINANCES – *Final Reading*

- 1. Ordinance No. 3264:** An Ordinance Amending the St. Helens Municipal Code Chapters 17.16, 17.24, 17.32, 17.40, 17.56, 17.64, 17.68, 17.72, 17.80, 17.84, 17.88, 17.92, 17.96, 17.100, 17.104, 17.108, 17.124, 17.132, 17.136, 17.152, and 19.20, and Deleting Chapter 17.128, Focusing on Duplex Housing to Comply with Oregon House Bill 2001 and Other Matters

### ORDINANCES – *First Reading*

- 2. Ordinance No. 3265:** An Ordinance Correcting Ordinance No. 3260 Which Granted a Non-Exclusive Franchise and Right to Continue to Operate, Construct, and Maintain a Cable System in the City of St. Helens, Oregon to Comcast of Delaware II, Inc. to Revise the Name of the Franchise Holder to Comcast of Oregon II, Inc.
- 3. Ordinance No. 3266:** An Ordinance Amending the St. Helens Municipal Code to Create Chapter 13.30 Relating to a Public Safety Fee

### RESOLUTIONS

- 4. Resolution No. 1916:** A Resolution Determining that a Nuisance Exists Upon Property Located at 367 N. Vernonia Road within the City of St. Helens and Directing that Notice to Abate the Nuisance be Posted on Said Premises

### AWARD BID/CONTRACT

- 5.** Award Water System Master Plan Update Project to Keller and Associates, Inc.
- 6.** Award Contract for 2021 ADA Curb Ramp Improvements to Turney Excavating, Inc. for \$74,425
- 7.** Award Contract for 2021 Annual Street Striping Project to Specialized Pavement Marking, Inc. for \$21,305

**APPROVE AND/OR AUTHORIZE FOR SIGNATURE**

- [8.](#) Memorandum of Understanding with St. Helens Police Association Regarding Salary Schedule Effective Date
- [9.](#) Memorandum of Understanding with AFSCME Regarding Salary Schedule Effective Date
- [10.](#) Agreement with Steven Wabschall to be Direct Responsible Charge for Water Filtration Facility
- [11.](#) Contract Payments

**CONSENT AGENDA FOR ACCEPTANCE**

- [12.](#) Budget Committee Minutes dated April 2, 16, 23, and 30, 2020
- [13.](#) Urban Renewal Agency Minutes dated April 30, 2020

**CONSENT AGENDA FOR APPROVAL**

- [14.](#) RFQ for St. Helens Industrial Business Park
- [15.](#) Council Open Hearing Minutes dated April 20 and Special Session Minutes dated April 27, 2021
- [16.](#) OLCC Licenses
- [17.](#) Accounts Payable Bill Lists

**WORK SESSION ACTION ITEMS****MAYOR SCHOLL REPORTS****COUNCIL MEMBER REPORTS****OTHER BUSINESS****ADJOURN****VIRTUAL MEETING DETAILS**

**Join Zoom Meeting:** <https://zoom.us/j/94095608478>

**Meeting ID:** 940 9560 8478

**Dial by your location:** 1 253 215 8782

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

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

City of St. Helens  
**ORDINANCE NO. 3264**

AN ORDINANCE AMENDING THE ST. HELENS MUNICIPAL CODE CHAPTERS 17.16, 17.24, 17.32, 17.40, 17.56, 17.64, 17.68, 17.72, 17.80, 17.84, 17.88, 17.92, 17.96, 17.100, 17.104, 17.108, 17.124, 17.132, 17.136, 17.152, AND 19.20, AND DELETING CHAPTER 17.128, FOCUSING ON DUPLEX HOUSING TO COMPLY WITH OREGON HOUSE BILL 2001 AND OTHER MATTERS

**WHEREAS**, pursuant to St. Helens Municipal Code 17.20.020(1)(c) the Planning Director initiated a legislative change to adopt text amendments to the Community Development Code (St. Helens Municipal Code Title 17) and the St. Helens Comprehensive Plan (St. Helens Municipal Code Title 19); and

**WHEREAS**, pursuant to the St. Helens Municipal Code and Oregon Revised Statutes, the City has provided notice to: the Oregon Department of Land Conservation and Development on February 1, 2021, potentially affected property owners listed in the Columbia County Tax Assessor records on February 8, 2021, potentially affected agencies on February 17, 2021, and the local newspaper of record on February 24, 2021; and

**WHEREAS**, the St. Helens Planning Commission did hold a duly noticed public hearing on March 9, 2021 and, following deliberation, made a recommendation of approval to the City Council; and

**WHEREAS**, the St. Helens City Council conducted a public hearing on April 7, 2021 and having the responsibility to approve, approve with modifications, or deny an application for a legislative change, has deliberated and found that based on the information in the record and the applicable criteria in the SHMC that the code amendments be approved.

**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 reference.

**Section 2.** The City of St. Helens Municipal Code (Development Code) and Comprehensive Plan are hereby amended, attached hereto as **Attachment "A"** and made part of this reference.

**Section 3.** In support of the code amendments described herein, the Council hereby adopts the Findings of Fact and Conclusions of Law, attached hereto as **Attachment "B"** and made part of this reference.

**Section 4. Severability.** If any section, provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other sections, provisions, clauses or paragraphs of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

**Section 5.** Provisions of this Ordinance shall be incorporated in the St. Helens Municipal Code and the word "ordinance" may be changed to "code," "article," "section," or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that Whereas clauses and boilerplate

provisions need not be codified.

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

Read the first time: April 21, 2021

Read the second time: May 5, 2021

**APPROVED AND ADOPTED** this 5<sup>th</sup> day of May, 2021 by the following vote:

Ayes:

Nays:

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

ATTEST:

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



underlined words are added  
~~words-stricken~~ are deleted

[...] means skipping text as it reads in the code (e.g., to focus on text being edited in this document)

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## TITLE 17 COMMUNITY DEVELOPMENT CODE

### Chapters:

[...]

17.124 Accessory Structures  
~~17.128 Auxiliary Dwelling Units~~  
 17.132 Tree Removal

[...]

## CHAPTER 17.16 GENERAL AND LAND USE DEFINITIONS

[...]

### 17.16.010 General and land use definitions.

[...]

Auxiliary or Accessory Dwelling Unit. See “dwelling, auxiliary or accessory” ~~and Chapter 17.128 SHMC.~~

[...]

“Dwelling, auxiliary or accessory” means an interior dwelling unit or attached or detached residential dwelling unit structure that is used in connection with, or that is accessory to, a detached single-family dwelling unit (principal dwelling) and is located on the same lot or parcel as the principal dwelling. ~~Auxiliary dwelling units are subject to Chapter 17.128 SHMC.~~ Ordinance No. 3264, allows a second detached single-family dwelling or duplex on any lot that allows detached single-family dwellings as a permitted use. An allowed second dwelling unit is a principal use and may also be considered an auxiliary or accessory dwelling unit.

[...]

~~“Floodplain” means land adjacent to a watercourse that is covered with water during periods of flooding; normally defined as an area of land inundated by a flood having a one percent chance of occurring in any year.~~ See Chapter 17.46 SHMC.

~~“Floodway” means the normal stream or drainage channel and that adjoining area of the natural floodplain needed to convey the waters, and including the no-rise floodway area defined by the most current U.S. Corps of Engineers Flood Insurance Study. Floodways must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation.~~

[...]

“Yard” means an open space on a lot which is unobstructed from the ground upward, by buildings and structures for example, except as otherwise provided in this code. There are four types of yards: front, interior, rear, and side. When determining setback, yard does not include an access easement or street right-of-way.

“Yard – front” means a yard, the front of which is the front lot line measuring at right angles toward the building/structure the required distance or to the front exterior wall of the building/structure.

“Yard – interior” means a yard between buildings/structures on the same lot, parcel, or otherwise lawfully established unit of land per ORS Chapter 92.

“Yard – rear” means a yard between side lot lines and measured horizontally at right angles to the rear lot line from the rear lot line to the nearest point of the building/structure.

“Yard – side” means a yard not defined as front, ~~or~~ rear, or interior. On corner lots (see “lot, corner”) the side yard along the flanking street is the exterior side yard.

[...]

## CHAPTER 17.24 PROCEDURES FOR DECISION-MAKING – QUASI-JUDICIAL

[...]

### 17.24.120 Notice of decision by the director.

(1) Notice of the director’s decision on an application pursuant to SHMC 17.24.090 shall be given by the director in the following manner:

(a) Within 10 working days of signing the proposed decision, notice shall be sent by mail to:

[...]

(ii) All surrounding property owners of record of property within the applicable notice area of the property for the following types of director decisions:

(A) Lot line adjustments, major site ~~design~~ development reviews, minor modifications to conditional use permits, sensitive lands, temporary uses, accessory structures, subdivision final plats: 100 feet;

[...]

(4) If not listed in subsection (1) of this section, no notice of a director's decision is required (e.g., final plat partitions, ~~final plat subdivisions~~, building permits).

[...]

## CHAPTER 17.32 ZONES AND USES

[...]

### 17.32.050 Suburban residential zone – R-10.

(1) Purposes. The R-10 zone is intended to provide minimum development standards for residential purposes and to establish larger urban residential home sites.

(2) Uses Permitted Outright. In an R-10 zone, the following uses are permitted outright:

- (a) ~~Auxiliary dwelling unit (per Chapter 17.128 SHMC)~~ Duplex.
- (b) Home child care.
- (c) Home occupation (per Chapter 17.120 SHMC).
- (d) Public facilities, minor.
- (e) Public park after site ~~design~~ development review.
- ~~(f) Residential facility.~~
- ~~(g)~~ (f) Residential home.
- ~~(h)~~ (g) Single-dwelling unit, detached. Up to two may be allowed per lot, parcel, or otherwise lawfully established unit of land per ORS Chapter 92.

(3) Conditional Uses (See Chapter 17.100 SHMC). In an R-10 zone, the following conditional uses may be permitted upon application:

- (a) Children's day care or day nursery.
- (b) Cultural exhibits and library services.
- (c) Elderly/convalescent care facility.
- (d) Private park.
- (e) Public facilities, major.
- (f) Public safety facilities.
- (g) Religious assembly.

(4) Standards. In the R-10 zone the following standards shall apply:

- (a) The minimum lot size shall be 10,000 square feet for all uses.
- (b) The minimum lot width at the building line shall be 70 feet, except on a corner lot it shall be 85 feet.
- (c) The minimum lot width at the street shall be 60 feet.
- (d) The minimum lot width at the street on an approved cul-de-sac shall be 30 feet.
- (e) The minimum lot depth shall be 100 feet.
- (f) The minimum front yard shall be 20 feet.
- (g) The minimum side yard width shall be 10 feet except on corner lots where the ~~setback~~ exterior side yard shall be 20 feet ~~when facing a street other than an alley~~.

(h) The minimum rear yard depth shall be 20 feet.

(i) The minimum interior yard shall be 10 feet.

~~(+)~~ (j) The minimum front and side yards or other setbacks as stated herein shall be increased where such yard or setback abuts a street having insufficient right-of-way widths to serve the area; in such cases, the planning commission shall determine the necessary setback requirements.

~~(+)~~ (k) The maximum building height shall be 35 feet, except as required in SHMC 17.68.040.

~~(+)~~ (l) Structures and buildings shall not occupy more than ~~35~~ 40 percent of the lot area.

~~(+)~~ (m) No lot, parcel, or otherwise lawfully established unit of land per ORS Chapter 92 shall have more than one principal building thereon, except as otherwise allowed in this section.

~~(+)~~ (n) The minimum landscaping shall be 25 percent of the lot area.

(5) All chapters of the Development Code apply.

(a) See Chapter 17.64 SHMC for additional yard requirements and exceptions.

(b) See SHMC 17.108.050(4) for yard reductions and structure/building coverage increases.

### **17.32.060 Moderate residential zone – R-7.**

(1) Purpose. The R-7 zone is intended to provide minimum development standards for residential purposes and to establish urban moderate density residential home sites.

(2) Uses Permitted Outright. In an R-7 zone, the following uses are permitted outright:

(a) ~~Auxiliary dwelling unit (per Chapter 17.128 SHMC)~~ Duplex.

(b) Home child care.

(c) Home occupation (per Chapter 17.120 SHMC).

(d) Public facilities, minor.

(e) Public park after site design review.

(f) Residential home.

(g) Single-dwelling unit, detached. Up to two may be allowed per lot, parcel, or otherwise lawfully established unit of land per ORS Chapter 92.

(3) Conditional Uses (See Chapter 17.100 SHMC). In an R-7 zone, the following conditional uses may be permitted upon application:

(a) Bed and breakfast, homestay, boarding house.

(b) Children's day care/day nursery.

(c) Community recreation facility.

(d) Cultural exhibits and library services.

~~(e) Duplex residential units.~~

~~(+)~~ (e) Neighborhood store/plaza.

~~(+)~~ (f) Elderly/convalescent home.

~~(+)~~ (g) Private park.

~~(+)~~ (h) Public facilities, major.

~~(+)~~ (i) Public safety facilities.

~~(+)~~ (j) Religious assembly.

(4) Standards. In the R-7 zone the following standards shall apply:

(a) The minimum lot size is 7,000 square feet for all uses ~~except for duplexes which need 10,000 square feet on interior lots.~~

(b) The minimum lot width at the building line shall be 60 feet, except on a corner lot it shall be 85 feet.

(c) The minimum lot width at the street shall be 50 feet; ~~except for duplexes, the minimum lot width shall be 60 feet.~~

(d) The minimum lot width at the street on an approved cul-de-sac shall be 30 feet.

(e) The minimum lot depth shall be 85 feet.

(f) The minimum front yard shall be 20 feet.

(g) The minimum side yard shall be seven feet except on corner lots where the ~~setback exterior side yard~~ shall be 14 feet ~~when facing a street other than an alley.~~

(h) The minimum rear yard depth shall be 20 feet.

(i) The minimum interior yard shall be 7 feet.

~~(j)~~ (j) The minimum front and side yards or other setbacks as stated herein shall be increased where such yard or setback abuts a street having insufficient right-of-way widths to serve the area; in such cases, the planning commission shall determine the necessary setback requirements.

~~(k)~~ (k) The maximum building height shall be 35 feet.

~~(l)~~ (l) Buildings and structures shall not occupy more than ~~35~~ 40 percent of the lot area.

~~(m)~~ (m) No lot, parcel, or otherwise lawfully established unit of land per ORS Chapter 92 shall have more than one principal building thereon, except as otherwise allowed in this section.

~~(n)~~ (n) The minimum landscaping shall be 25 percent of the lot area.

(5) All chapters of the Development Code apply.

(a) See Chapter 17.64 SHMC for additional yard requirements and exceptions.

(b) See SHMC 17.108.050(4) for yard reductions and structure/building coverage increases.

### 17.32.070 General residential zone – R-5.

(1) Purpose. The R-5 zone is intended to provide minimum development standards for residential purposes and to establish ~~sites for single-dwelling, detached and attached units for medium density residential developments~~ urban moderately high density residential home sites.

(2) Uses Permitted Outright. In an R-5 zone, the following uses are permitted outright:

~~(a) Auxiliary dwelling unit (per Chapter 17.128 SHMC).~~

~~(b)~~ (a) Duplex ~~dwelling units.~~

~~(c)~~ (b) Home child care.

~~(d)~~ (c) Home occupation (per Chapter 17.120 SHMC).

~~(e)~~ (d) Public facility, minor.

~~(f)~~ (e) Public park.

~~(g) Residential facility.~~

~~(h)~~ (f) Residential home.

~~(i)~~ (g) Single-dwelling units, attached (five units maximum together).

~~(j)~~ (h) Single-dwelling unit, detached. Up to two may be allowed per lot, parcel, or otherwise lawfully established unit of land per ORS Chapter 92.

(3) Conditional Uses (See Chapter 17.100 SHMC). In an R-5 zone, the following conditional uses may be permitted upon application:

(a) Bed and breakfast, homestay, and boarding house.

(b) Children's day care/day nursery.

- (c) Commercial recreation facility.
- (d) Cultural exhibits and library services.
- (e) Neighborhood store/plaza.
- (f) Multidwelling units.
- (g) Elderly/convalescent home.
- (h) Private park.
- (i) Public facilities, major.
- (j) Public safety facilities.
- (k) Religious assembly.

(l) Residential facility.

(4) Standards. In the R-5 zone, the following standards shall apply:

(a) For dwellings the minimum lot size shall be 5,000 square feet for the single-dwelling unit, detached and ~~5,800 square feet for a duplex dwelling structure~~ duplex and 2,500 square feet for each single-dwelling unit, attached (maximum of five units together). For multidwelling units, use ~~duplex size~~ 5,000 square feet as base plus 2,500 square feet for each multidwelling unit thereafter.

(b) The maximum building height shall be 35 feet except as required in SHMC 17.68.040.

(c) The minimum lot width at the building line and street shall be 50 feet for detached units and duplexes. For ~~duplex structures the width shall be a minimum of 58 feet and for~~ attached single-dwelling units the width shall be at least 25 feet wide each. ~~See SHMC 17.64.030 for multidwelling units.~~ No minimum for multidwelling unit lots. For flag lots the width at the street shall be a minimum of 20 feet.

(d) The minimum lot width at the street on an approved cul-de-sac shall be 30 feet.

(e) The minimum lot depth shall be 85 feet.

(f) The minimum front yard shall be 20 feet; ~~see SHMC 17.64.020.~~

(g) No side yard shall be less than five feet wide for single-dwelling, detached, duplexes and single-dwelling, attached structures and 10 feet for multidwelling structures ~~(see SHMC 17.64.030 for multidwelling units).~~ Corner lots shall have a minimum ~~side yard setback~~ exterior side yard of 10 feet ~~on the flanking street.~~

(h) The minimum rear yard depth shall be 10 feet. ~~(See SHMC 17.64.030 on multidwelling units.)~~

(i) The minimum interior yard shall be 6 feet. Multidwelling units shall also comply with SHMC 17.96.180(11).

~~(j)~~ (j) The minimum front and side yards or other setbacks as stated herein shall be increased where such yard or setbacks abut a street having insufficient right-of-way widths to serve the area; in such cases, the planning commission shall determine the necessary setback requirements.

~~(k)~~ (k) Buildings and structures shall not occupy more than ~~35~~ 40 percent of the lot area except for single attached and multidwelling units, which can be up to 50 percent.

~~(l)~~ (l) No lot, parcel, or otherwise lawfully established unit of land per ORS Chapter 92 shall have more than one principal building constructed thereon, except for multidwelling structures and as otherwise allowed in this section.

~~(l) Multidwellings shall be subject to the special standards of SHMC 17.64.030.~~

(m) The minimum landscaping for dwellings other than multidwellings shall be 25 percent of the lot area.

(5) All chapters of the Development Code apply.

(a) See Chapter 17.64 SHMC for additional yard requirements and exceptions.

(b) SHMC 17.96.180 includes many site development standards specific to multidwelling units.

(c) See SHMC 17.108.050(4) for yard reductions and structure/building coverage increases.

(d) Flag lots are possible in this zoning district. See SHMC 17.140.055.

~~(6) Flag lots are possible in this zoning district. See SHMC 17.140.055.~~

### **17.32.080 Apartment residential zone – AR.**

(1) Purpose. The AR zone is intended to provide minimum development standards for residential purposes where complete community services are available and to provide ~~for single dwellings, detached and attached, duplexes, and low/medium-rise multiple dwelling residential units~~ for ~~heavy~~ high density residential development.

(2) Uses Permitted Outright. In an AR zone, the following uses are permitted outright:

~~(a) Auxiliary dwelling unit (per Chapter 17.128 SHMC).~~

~~(b)~~ (a) Duplex ~~dwelling units~~.

~~(c)~~ (b) Home child care.

~~(d)~~ (c) Home occupation (per Chapter 17.120 SHMC).

~~(e)~~ (d) Multidwelling units.

~~(f)~~ (e) Public facility, minor.

~~(g)~~ (f) Public park.

~~(h)~~ (g) Residential facility.

~~(i)~~ (h) Residential home.

~~(j)~~ (i) Single-dwelling unit, attached residential units (five units maximum together).

~~(k)~~ (j) Single-dwelling unit, detached residential units. Up to two may be allowed per lot, parcel, or otherwise lawfully established unit of land per ORS Chapter 92.

(3) Conditional Uses (See Chapter 17.100 SHMC). In an AR zone, the following conditional uses may be permitted upon application:

(a) Bed and breakfast, homestay, and boarding house.

(b) Children's day care/day nursery.

(c) Community recreation, including structures.

(d) Commercial recreation facility.

(e) Neighborhood store/plaza.

(f) Hospitals, sanitariums, rest homes, and elderly homes.

(g) Lodge, fraternal, and civic assembly.

(h) Lodging facilities or rooming house.

(i) Parking facilities.

(j) Private parks.

(k) Public facilities, major.

(l) Religious assembly.

(m) Schools and related facilities.

(4) Standards. In the AR zone, the following standards shall apply:

(a) For dwellings the minimum lot size shall be ~~3,050~~ 4,000 square feet for single-dwelling, detached units; ~~5,000 square feet minimum lot size for~~ and duplexes ~~structures~~; 1,600



square foot minimum lot size for single-dwelling, attached units each (maximum of five units together); and 1,500 square foot minimum lot size for each multidwelling unit over the base of ~~5,000~~ 4,000 square feet for the first two units (with no maximum).

(b) The minimum front yard shall be 20 feet.

(c) For single-dwelling, detached units and duplexes the minimum lot width at the street and building line shall be ~~50~~ 40 feet; ~~30 feet for single detached dwelling units~~ and no minimum for multidwelling unit lots; for flag lots and single attached dwelling units the minimum lot width at the street is 20 feet.

(d) The minimum lot depth shall be 85 feet, except single-dwelling units, attached shall be 80 feet.

~~(e) No single-dwelling, detached unit yard shall be less than five feet wide on both sides; corners shall be 10 feet wide on flanking street sides. Duplexes, single attached unit buildings, and multiplexes shall have a minimum of 10 feet on side yards. No side yard shall be less than five feet wide for single-dwelling, detached, duplexes and single-dwelling, attached structures and 10 feet for multidwelling structures. Corner lots shall have a minimum exterior side yard of 10 feet.~~

(f) The minimum rear yard depth shall be 10 feet.

(g) The minimum interior yard shall be 6 feet. Multidwelling units shall also comply with SHMC 17.96.180(11).

~~(g)~~ (h) The minimum front and side yards or other setbacks as stated herein shall be increased where such yard or setbacks abut a street having insufficient right-of-way widths to serve the area; in such cases, the planning commission shall determine the necessary setback requirements.

~~(h)~~ (i) The maximum building height shall be 35 feet, except as required in SHMC 17.68.040.

~~(i)~~ (j) Buildings and structures shall not occupy more than 50 percent of the lot.

~~(j)~~ (k) No lot, parcel, or otherwise lawfully established unit of land per ORS Chapter 92 shall have more than one principal building constructed thereon, except for multidwelling structures, ~~in which case there is no such limitation~~ and as otherwise allowed in this section.

~~(k)~~ (l) The minimum landscaping shall be 25 percent of the lot area except for multidwelling structures.

(5) All chapters of the Development Code apply.

(a) See Chapter 17.64 SHMC for additional yard requirements and exceptions.

(b) SHMC 17.96.180 includes many site development standards specific to multidwelling units

(c) See SHMC 17.108.050(4) for yard reductions and structure/building coverage increases.

(d) Flag lots are possible in this zoning district. See SHMC 17.140.055.

~~(6) Flag lots are possible in this zoning district. See SHMC 17.140.055.~~

### **17.32.090 Mobile home residential zone – MHR.**

(1) Purpose. The MHR zone is intended to provide minimum development standards for residential purposes where complete community services are available, and where population concentrations of a moderate nature, including mobile home parks, may develop.

(2) Uses Permitted Outright. In the MHR zone, the following uses are permitted outright:



- (a) ~~Auxiliary dwelling unit (per Chapter 17.128 SHMC)~~ Duplex.
- (b) Home child care.
- (c) Home occupation (per Chapter 17.120 SHMC).
- (d) Mobile home parks.
- (e) Public parks.
- (f) Public facility, minor.
- ~~(g) Residential facility.~~
- ~~(h)~~ (g) Residential home.
- ~~(i)~~ (h) Single-dwelling unit, detached. Up to two may be allowed per lot, parcel, or otherwise lawfully established unit of land per ORS Chapter 92.

(3) Conditional Uses (See Chapter 17.100 SHMC). In the MHR zone, the following conditional uses may be permitted upon application:

- (a) Bed and breakfast, homestay, and boarding house.
- (b) Children's day care or day nursery.
- (c) Community recreation including structures.
- ~~(d) Duplexes.~~
- ~~(e)~~ (d) Neighborhood store/plaza.
- ~~(f)~~ (e) Multidwelling units.
- ~~(g)~~ (f) Private park.
- ~~(h)~~ (g) Public facilities, major.
- ~~(i)~~ (h) Public or private school or college.
- ~~(j)~~ (i) Religious assembly.
- (j) Residential facility.
- (k) Sanitarium, rest home, senior or convalescent care facilities.
- ~~(l) Single dwelling unit, attached.~~
- ~~(m)~~ (l) Travel trailer parks.

(4) Standards. In the MHR zone, the same standards as in the R-5 zone shall apply except for the following:

- (a) Standards for mobile home parks shall conform to Chapter 17.60 SHMC.
- (5) All chapters of the Development Code apply.
- (a) Flag lots are possible in this zoning district. See SHMC 17.140.055.
- ~~(6) Flag lots are possible in this zoning district. See SHMC 17.140.055.~~

### 17.32.095 Mixed use zone – MU.

(1) Purpose. The MU zone is intended to provide for mixed uses in certain areas, generally between general commercial and residential zones. This method allows the market to mostly determine the uses.

(2) Uses Permitted Outright. In an MU zone, the following uses are permitted outright subject to the provisions of this code and especially the chapter on site development review (Chapter 17.96 SHMC):

- (a) Animal sales and services: grooming, kennels, retail and veterinary (small animals).
- ~~(b) Auxiliary dwelling unit (per Chapter 17.128 SHMC).~~
- ~~(c)~~ (b) Car washes.
- ~~(d)~~ (c) Congregate housing.
- ~~(e)~~ (d) Continuing care retirement community.

- uses.
- ~~(+)~~ (e) Cultural and library services.
  - ~~(+)~~ (f) Dwellings: single detached or attached, duplexes, and dwellings above permitted
  - ~~(+)~~ (g) Eating and drinking establishments.
  - ~~(+)~~ (h) Equipment (small) sales, rental and repairs.
  - ~~(+)~~ (i) Financial institutions.
  - ~~(+)~~ (j) Hardware store, without outdoor storage.
  - ~~(+)~~ (k) Home child care.
  - ~~(+)~~ (l) Home occupation (per Chapter 17.120 SHMC).
  - ~~(+)~~ (m) Hotels and motels.
  - ~~(+)~~ (n) Offices – all.
  - ~~(+)~~ (o) Personal and business services such as barber shops, beauty shops, tailors, laundries, printing, and locksmiths.
  - ~~(+)~~ (p) Plumbing, HVAC, electrical and paint sales and service, without outdoor storage.
  - ~~(+)~~ (q) Produce stands.
  - ~~(+)~~ (r) Public facility, minor.
  - ~~(+)~~ (s) Repair and maintenance of permitted retail products.
  - ~~(+)~~ ~~Residential facility.~~
  - ~~(+)~~ (t) Residential home.
  - ~~(+)~~ (u) Retail sales establishments, not specifically catering to motorists.
  - ~~(+)~~ (v) Studios.
  - ~~(+)~~ (w) Theaters, except drive-ins.

(3) Conditional Uses. In the MU zone, the following conditional uses may be permitted upon application, subject to provision of Chapter 17.100 SHMC and other relevant sections of this code:

- (a) Amusement services.
- (b) Bar.
- (c) Bed and breakfast facilities, homestay, and boarding house.
- (d) Broadcast facilities without dishes over 36 inches or transmitter/receiver towers.
- (e) Bus and train stations/terminals.
- (f) Businesses with outdoor storage (those businesses permitted in subsection (2) of this section).
- (g) Child care facility/day nursery.
- (h) Drive-up businesses and services.
- (i) Dwellings on same level as nonresidential use.
- (j) Funeral homes.
- (k) Hospitals and senior or convalescent care facilities.
- (l) Laundromats and dry cleaners.
- (m) Lodge, fraternal and civic assembly.
- (n) Lodging facilities or rooming house.
- (o) Marijuana retailer and/or medical marijuana dispensary.
- (p) Multidwelling units.
- (q) Nurseries and greenhouses.
- (r) Parking lots.
- (s) Parks, public and private.
- (t) Pawn shops.

- (u) Public and private schools.
- (v) Public facilities, major.
- (w) Public safety facilities.
- (x) Recreation facilities (public or private).
- (y) Religious assembly, including cemeteries.

(z) Residential facility.

~~(z)~~ (aa) Shopping centers.

~~(aa)~~ (bb) Travel trailer parks.

~~(bb)~~ (cc) Vehicle repair, service, and sales.

(4) Standards. In the MU zone the following standards shall apply:

(a) Wherever a proposed structure abuts a residential zone, it may be required to be set back per Chapter 17.72 SHMC.

(b) The maximum building height shall be 45 feet, except as required in SHMC 17.68.040.

(c) Outdoor storage abutting or facing a lot in a residential zone shall comply with Chapter 17.72 SHMC.

(d) Maximum nonresidential lot coverage including all impervious surfaces shall be 90 percent.

(e) Multidwelling units and units above permitted uses must comply with AR standards and other applicable sections of this code.

(f) Single-dwelling units, attached or detached, and duplexes shall comply with R-5 standards.

~~(g) Duplexes shall comply with R-5 standards.~~

(5) All chapters of the Development Code apply.

(a) Flag lots are possible in this zoning district. See SHMC 17.140.055.

~~(6) Flag lots are possible in this zoning district. See SHMC 17.140.055.~~

[...]

### **17.32.172 Riverfront district – RD, plaza.**

[...]

(4) Standards Applicable to All Uses. In the plaza subdistrict, the following standards and special conditions shall apply and shall take precedence over any conflicting standards listed in this code:

[...]

(b) The maximum lot coverage including all impervious surfaces shall be 90 percent; ~~provided, however, for new construction or existing legally constructed buildings seeking new or revised development approvals, lot coverage may be increased up to 100 percent by payment of a lot coverage fee established by resolution of the city council. The lot coverage fee shall be deposited into the riverfront district community capital improvement account to offset loss of landscaping in the RD zone.~~

[...]

(f) ~~Interior or Side Yard Setbacks.~~ New buildings containing any nonresidential use abutting residential districts require one foot of setback for each foot of building wall height on the side abutting the residential zone, with a minimum setback of 10 feet. For yards abutting other nonresidential districts, no setback is required, subject to building code requirements.

Note: Where the plaza subdistrict abuts a residential zone and the uses are more than 30 feet above the proposed commercial use, then the height of the topography counts as part of the setback, e.g., 35-foot bluff behind a commercial building is same as 35-foot setback on that side.

~~(g) Rear Yard Setbacks. New buildings containing nonresidential uses abutting residential districts require one foot of setback for each foot of building wall height with a minimum setback of 10 feet (see above note). For yards abutting other nonresidential districts, no rear setback is required, subject to building code requirements.~~

~~(h)~~ (g) The minimum lot width at the street and building line shall be 20 feet.

~~(i)~~ (h) The minimum lot depth shall be 50 feet.

~~(j)~~ (i) Minimum open space shall be 10 percent, ~~except when the lot coverage fee is paid as per subsection (4)(b) of this section.~~

~~(k)~~ (j) No maximum building size.

~~(l)~~ (k) No additional or new on-site parking is required for sites with lawfully existing ~~development~~ building footprint coverage in excess of 50 percent of the ~~site~~ lot area (change of use or remodeling without a change to the existing footprint of lawfully existing ~~development~~ building(s) are also exempt).

~~(m)~~ (l) Except for subsection (4)~~(l)~~(k) of this section, new development shall meet required on-site parking requirements with credit, on one-for-one basis of parking spaces in rights-of-way abutting the site. On-street parking (in rights-of-way) shall be based upon parallel parking, or existing; fractions do not count. Moreover, parking standards shall be for normal sized vehicles, for the purpose of the parking credit.

~~(n) New development can buy out of on-site parking requirements by paying into the RD community capital improvement account (a fund shall be designated for future RD located parking facilities) in an amount set by city council in a resolution.~~

[...]

### 17.32.173 Riverfront district – RD, mill.

[...]

(2) Uses Permitted Outright. The following uses are permitted outright, subject to all provisions of the SHMC including specifically the modifications to development standards and conditions specified in this section. Moreover, the applicable provisions of Chapter 17.96 SHMC, Site Development Review, apply, except those modified by this chapter.

(a) Residential.

(i) Single dwelling units, attached.

(ii) Multidwelling units.

~~(iii) Auxiliary dwelling unit (per Chapter 17.128 SHMC).~~

[...]

(4) Standards Applicable to All Uses. The following standards and special conditions shall apply to all uses in the mill subdistrict:

[...]

(e) ~~Interior Setbacks.~~ New buildings containing any nonresidential use abutting a residential zoning district require one foot of setback for each foot of wall height with a minimum setback of 10 feet. For yards abutting nonresidential districts, no ~~interior~~ setback is required, subject to building code requirements. Note: this setback may be reduced proportionately when the residential zoning district is topographically above the base level of new construction.

[...]

### 17.32.180 Houlton business district – HBD.

[...]

(2) Uses Permitted Outright. In the HBD zone, the following uses are permitted outright, subject to the modifications to development standards and conditions as specified herein and all other applicable provisions of this code as noted under additional requirements:

- (a) Dwellings: single detached or attached, duplexes, and dwellings above permitted uses.
- ~~(b) Auxiliary dwelling unit (per Chapter 17.128 SHMC).~~
- ~~(e)~~ (b) Public and institutional uses.

*[editor's note: reformatting of items under (2) continues]*

- ~~(rr)~~ (qq) Shopping centers and plazas.
- ~~(ss) Residential facility.~~
- ~~(tt)~~ (rr) Residential home.

[...]

(3) Conditional Uses. In the HBD zone, the following conditional uses may be permitted upon application, subject to provisions of Chapter 17.100 SHMC and other relevant sections of this code:

[...]

- (m) Multidwelling units.
- (n) Religious assembly, excluding cemeteries.
- (o) Residential facility.
- ~~(p)~~ (p) Parking lots/facilities, private.
- ~~(q)~~ (q) Nurseries and greenhouses.

~~(q)~~ (r) Vehicle repair, service, and sales.

(4) Standards Applicable to All Uses. In the HBD zone, the following standards and special conditions shall apply and shall take precedence over any conflicting standards listed in this code:

[...]

(b) The maximum lot coverage including all impervious surfaces shall be 90 percent; ~~provided, however, for new construction or existing legally constructed buildings seeking new or revised development approvals, lot coverage may be increased up to 100 percent by payment of a lot coverage fee established by resolution of the city council. The lot coverage fee shall be deposited into the Houlton business district community capital improvement account to offset loss of landscaping and open space in the HBD zone.~~

[...]

(f) ~~Interior or Side Yard Setbacks.~~ New buildings containing any nonresidential use abutting residential districts require one foot of setback for each foot of building wall height on the side abutting the residential zone, with a minimum setback of 10 feet. For yards abutting other nonresidential districts, no setback is required, subject to building code requirements.

Note: Where the HBD zone abuts a residential zone and the uses are more than 30 feet above the proposed commercial use, then the height of the topography counts as part of the setback; e.g., a 35-foot bluff behind a commercial building is the same as a 35-foot setback on that side.

~~(g) Rear Yard Setbacks. New buildings containing nonresidential uses abutting residential districts require one foot of setback for each foot of building wall height with a minimum setback of 10 feet (see note in subsection (4)(f) of this section). For yards abutting other nonresidential districts, no rear setback is required, subject to building code requirements.~~

~~(h)~~ (g) The minimum lot width at the street and building line shall be 20 feet.

~~(i)~~ (h) The minimum lot depth shall be 50 feet.

~~(j)~~ (i) Minimum open space shall be 10 percent; ~~except when the lot coverage fee is paid as per subsection (4)(b) of this section.~~

~~(k)~~ (j) No maximum building size.

~~(l)~~ (k) No additional or new on-site parking is required for sites with lawfully existing ~~development~~ building footprint coverage in excess of 50 percent of the ~~site~~ lot area (change of use or remodeling without a change to the existing footprint of lawfully existing ~~development~~ building(s) ~~is~~ are also exempt).

~~(m)~~ (l) Except for subsection (4)~~(l)~~(k) of this section, new development shall meet required on-site parking requirements with credit, on a one-for-one basis of parking spaces in rights-of-way abutting the site. On-street parking (in rights-of-way) shall be based upon parallel parking or existing and fractions do not count. Moreover, parking standards shall be for normal sized vehicles, for the purpose of the parking credit.

~~(n) New development can buy out of on-site parking requirements by paying into the HBD community capital improvement account (a fund shall be designated for future HBD located parking facilities), an amount set by the city council in a resolution.~~

~~(h)~~ (m) Notwithstanding the standards of subsections (4)(a) through ~~(h)~~ (l) of this section, these residential uses are subject to the following:

[...]

## CHAPTER 17.40 ZONES PROTECTIVE MEASURES FOR SIGNIFICANT WETLANDS, RIPARIAN CORRIDORS, AND PROTECTION ZONES

[...]

### 17.40.015 Establishment of significant wetlands, riparian corridors and protection zones.

(1) Wetlands. Ordinance 2807 adopted in November 1999 established and listed significant wetland areas within the city of St. Helens. Such areas were added to the comprehensive plan.

[...]

(b) The following significant wetlands are hereby established as Type II:

D-1	D-20	M-5	MC-16
D-2	D-21	M-15	MC-17
<del>D-3</del>	D-22	MC-2	MC-20
D-4	F-2	MC-3	MC-21
D-7	<del>F-4</del>	MC-5	MC-22
D-8	J-6	MC-8	MC-26
D-19	M-3	MC-10	UB-6

[...]

### 17.40.040 Protection zone exceptions – Limited activities and uses within the protection zone.

[...]

(2) Micro-Siting Standards for Residential Lot of Record Development. When a “legally created lot or parcel of record” as defined in this chapter is proposed to be developed for ~~single-dwelling~~ residential use and all or part of the lot or parcel is encompassed within a protection zone, the development of the lot shall be permitted subject to compliance with the following micro-siting standards:

(a) The lot or parcel must be combined for development purposes with contiguous lots or parcels in the same ownership on the effective date of the ordinance codified in this chapter; and

(b) The building footprint encroaching into the protection zone shall be limited to that which is the minimum necessary to obtain reasonable use of the property for the primary use of ~~single-dwelling~~ residential purposes. Preference in location of the building footprint shall be given to areas devoid of native vegetation; and



(c) The director or approving authority shall adjust the underlying zone setback standards to the extent necessary to reduce or minimize encroachment into the protection zone. Design shall be to this adjustment. The director or approving authority may approve up to a 50 percent adjustment to any dimensional standard (e.g., front yard, side yard or other setbacks, including height or lot area) to permit development as far outside or upland of the protection zone as is possible; and

(d) The proposed development shall minimize disturbance to the protection zone by utilizing design options to minimize or reduce impacts of development: (i) multistory construction shall be used; (ii) parking spaces shall be minimized to no more than that required as a minimum for the use; (iii) no accessory structures allowed; (iv) paving shall be pervious; (v) engineering solutions shall be used to minimize additional grading and/or fill; and

(e) In no case shall the impervious surface area of the ~~single-dwelling~~ residential use (including building footprint, driveway, and parking areas and accessory structures) exceed 3,000 square feet or 50 percent of the protection zone on the lot or parcel, whichever is less; ~~and~~

(f) Residential use is limited to detached single family dwelling(s) or duplex as allowed by the zoning district and shall not exceed two dwelling units total; and

⊕ (g) All applicable general criteria in SHMC 17.40.055, including minimum restoration and enhancement requirements, shall be met.

[...]

#### **17.40.045 Resource exceptions – Limited activities and uses within significant wetlands, significant riparian corridors (resource areas).**

[...]

(1) Micro-Siting for Residential Lot of Record Development. When a “legally created lot or parcel of record” as defined in this chapter is proposed to be developed for ~~single-family~~ residential use and all or part of the lot or parcel is encompassed within a significant wetland or riparian corridor, minimum development of the lot necessary to avoid a taking claim shall be permitted subject to compliance with the following micro-siting standards:

(a) The lot or parcel must be combined for development purposes with contiguous lots or parcels in the same ownership on the effective date of the ordinance codified in this chapter; and

(b) The building footprint encroaching into the resource area shall be limited to that which is the minimum necessary to obtain reasonable use of the property for the primary use of ~~single-family~~ residential purposes. The application of the resource and protection zone to the lot or parcel, as evidenced by the environmental assessment, precludes all reasonable use of the parcel under the applicable zone designation and renders it not buildable, after consideration of all applicable limitations and restrictions in this code; and

(c) Preference in location of the building footprint shall be given to areas devoid of native vegetation; and

(d) The director or approving authority shall adjust the underlying zone setback standards to the extent necessary to reduce or minimize encroachment into the resource area and protection zone. Design shall be held to this adjustment. The director or approving authority may approve up to a 75 percent adjustment to any dimensional standard (e.g., front yard, side yard or other setbacks, including height or lot area) to permit development as far outside or upland of the



protection zone as is possible; and

(e) The proposed development shall minimize disturbance to the resource area and protection zone by utilizing design options to minimize or reduce impacts of development including but not limited to multistory construction, minimizing parking, garage space, and paving and use of retaining walls or other engineering solutions to minimize filling and grading; and

(f) In no case shall the impervious surface area of the ~~single-family-residence~~ residential use (including building footprint, driveway, and parking areas and accessory structures) exceed 3,000 square feet or 50 percent of the resource area and protection zone on the lot or parcel, whichever is less; ~~and~~

(g) Residential use is limited to detached single family dwelling(s) or duplex as allowed by the zoning district and shall not exceed two dwelling units total; and

~~(g)~~ (h) All applicable general criteria in SHMC 17.40.055, including minimum restoration and enhancement requirements at two-to-one area ratio, shall be met.

[...]

#### **17.40.050 Additional requirements for land divisions and new development.**

[...]

(2) Design Standards. Except as provided below, significant wetlands, significant riparian corridors and protection zones shall not be permitted as part of individual lots or new streets or infrastructure areas and shall be made part of separate preservation tracts to be managed by a homeowners association or other entity responsible for preservation.

(a) Protection zones may be made part of individual lots and protection zones may vary in width provided average protection zone width complies with this chapter in planned developments with a development agreement pursuant to ORS Chapter 94, provided additional protection zones or off-site mitigation over the minimum standard is provided as consideration for such flexibility.

(b) For parcels created by land partition per Chapter 17.140 SHMC, significant wetlands, significant riparian corridors and protection zones may be part of a parcel if:

(i) The parcel's area excluding the significant wetlands, significant riparian corridors and/or protection zone meets the minimum size and dimension requirements of the zoning district; and

(ii) A conservation easement benefitting the City of St. Helens shall be required for the portions of the parcel containing the significant wetlands, significant riparian corridors and/or protection zone. The easement shall be depicted on and incorporated into the recorded plat of the partition.

[...]

### **CHAPTER 17.56 DENSITY COMPUTATIONS**

[...]

### 17.56.020 Density Calculation.

(1) Net development area, in acres, shall be determined by subtracting the following land area(s) from the gross acres, which is all of the land included in the legal description of the property:

[...]

- (c) All land dedicated for public right-of-way:
  - (i) Single-dwelling units: allocate 20 percent of gross acres for public facilities; and
  - (ii) Multiple-dwelling units: allocate 15 percent of gross acres for public facilities;
- (d) All land proposed for private streets; and
- (e) A lot of at least the size required by the applicable base zoning district, if ~~an~~ lawfully existing ~~dwelling~~ use is to remain on the site.

(2) To calculate the net units per acre, divide the number of square feet in the net acres by the minimum number of square feet required for each lot by the applicable zoning district. Lots eligible for detached single-family dwellings or duplexes as allowed by the zoning district shall be treated as one unit per lot for the purpose of density calculations (i.e., the potential second unit on the lot does not burden the calculation).

[...]

## CHAPTER 17.64 ADDITIONAL YARD SETBACK REQUIREMENTS AND EXCEPTIONS

[...]

### 17.64.040 Exceptions to yard requirements.

(1) If there are dwellings on both abutting lots with front yard depths less than the required depth for the zone, the depth of the front yard for the intervening lot need not exceed the average depth of the front yards of the abutting lots.

(2) If there is a dwelling on one abutting lot with a front yard of less depth than the required depth for the zone, the front yard for the lot need not exceed a depth half-way between the depth of the abutting lot and the required front yard depth.

(3) Detached accessory structures that do not require a permit pursuant to SHMC 17.124.030(1)(a) do not need to comply with the yard requirements of the zoning district but shall still comply with SHMC 17.64.050(6) and shall not encroach into any easement or over any public utility or other infrastructure. Chapter 17.76 SHMC still applies.

### 17.64.050 Projections into required yards.

(1) Cornices, eaves, belt courses, sills, canopies/awnings, or similar architectural features may extend or project into a required front, interior, rear or side yard not more than ~~36-inches~~ four feet provided the width of such yard is not reduced to less than three feet.

(2) Fireplace chimneys may project into a required front, interior side, ~~or~~ rear, or side yard

not more than ~~three~~ four feet provided the width of such yard is not reduced to less than three feet.

(3) Open porches, decks, or balconies not more than ~~36~~ 48 inches in height and not covered by a roof or canopy may extend or project into a required rear or side yard provided such natural yard area is not reduced to less than three feet and the ~~deck~~ extension is screened from abutting properties. ~~Porches may extend into a required front yard not more than 36 inches. This does not apply to exterior side yards (on corner lots).~~

(4) Porches may extend into a required front yard or exterior side yard (on corner lots) not more than four feet. Porches may be covered but shall not include any other floor space horizontally (e.g., non-porch area on the same floor) or vertically (e.g., floor space directly above the porch on the second floor) for this to be allowed.

~~(4)~~ (5) Unroofed landings and stairs may project into required front, interior or rear yards, or exterior side yards (on corner lots) only.

~~(5)~~ (6) When there is a minimum yard requirement of the zoning district, ~~No~~ building, structure, or portion thereof, regardless of size and whether or not a permit is required for its placement, shall be placed closer than three feet to a property line or to another building or structure.

(7) Table summarizing applicability of this section by yard type:

	<u>Front</u>	<u>Rear</u>	<u>Side</u>	<u>Exterior Side (on corner lots)</u>	<u>Interior</u>
<u>17.64.050(1), eves, etc.</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
<u>17.64.050(2), chimneys</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
<u>17.64.050(3), open porches, etc.</u>	<u>No</u>	<u>Yes</u>	<u>Yes</u>	<u>No</u>	<u>No</u>
<u>17.64.050(4), porches</u>	<u>Yes</u>	<u>No</u>	<u>No</u>	<u>Yes</u>	<u>No</u>
<u>17.64.050(5), stairs and landings</u>	<u>Yes</u>	<u>Yes</u>	<u>No</u>	<u>Yes</u>	<u>Yes</u>

[...]

## CHAPTER 17.68 BUILDING HEIGHT LIMITATIONS – EXCEPTIONS

[...]

### 17.68.040 Building height criteria for scenic resources.

(1) No new development over one story, or 15 feet in height, shall significantly obstruct views of the Columbia River on lots fronting on Strand Street, South Second Street, North and South First Street, North and South River Street, River Way, and Riverside Drive.

[...]

## CHAPTER 17.72 LANDSCAPING AND SCREENING

[...]

### 17.72.080 Buffer and screening requirements.

(1) A buffer consists of an area within a required ~~interior-setback~~ yard adjacent to a shared property line and having a depth equal to the amount specified in the buffering and screening matrix and containing a length equal to the length of the property line of the abutting use or uses.

[...]

## CHAPTER 17.80 OFF-STREET PARKING AND LOADING REQUIREMENTS

[...]

### 17.80.020 General provisions.

- (1) Parking Dimensions. The minimum dimensions for parking spaces are:
- (a) ~~Eight~~ Nine feet, ~~eight inches~~ wide and 18 feet long for a standard space;
  - (b) Eight feet wide and 15 feet long for a compact space; ~~and~~
  - (c) Eight feet wide and 22 feet long for parallel spaces;
  - ~~(e)~~ (d) As required by applicable state of Oregon and federal standards for designated disabled person parking spaces; ~~and~~
  - (e) Special provisions for side-by-side parking for single-family dwellings (attached and detached) and duplexes:
    - (i) The total unobstructed area for side-by-side parking spaces for single-family dwellings (attached and detached) and duplexes shall still be 18 feet x 18 feet (two 9 foot x 18 foot standard spaces together), but the improved portion may be 16 feet in width centered within the 18 feet for the purposes of the surface (paving) requirements of this Chapter and, if the spaces are adjacent or close to the street, driveway approach width.
    - (ii) This does not apply to single parking spaces by themselves or rows of parking spaces that exceed two spaces. This only applies to two standard space parking areas where the spaces are adjacent to each other along the long side.

[...]

### 17.80.030 Minimum off-street parking requirements.

[...]

## (1) Residential.

~~(a) Auxiliary dwelling – one space.~~~~(b)~~ (a) Bed and breakfast, boarding house, homestay – one space per bedroom.~~(c)~~ (b) Caretaker – two off-street spaces for each dwelling unit.~~(d)~~ (c) Duplexes – two off-street spaces ~~for each dwelling unit~~ for each duplex. No more than two spaces are required for one duplex on a single lot.~~(e)~~ (d) Group care – one space per three residential beds plus one space for each employee on largest shift.~~(f)~~ (e) Group residential – one space for each guest room plus one space for each employee on largest shift.~~(g)~~ (f) Mobile home park – two off-street spaces for each dwelling unit.~~(h)~~ (g) Multiple dwelling (also see SHMC 17.80.020(7)):

(i) Studio – one space for each unit.

(ii) One bedroom – one and one-half spaces for each unit.

(iii) More than one bedroom per unit – two spaces for each.

~~(i)~~ (h) Single-dwelling units, ~~(attached or detached)~~ – two off-street spaces for each dwelling unit.(i) Single-dwelling units, detached – two off-street spaces for each dwelling unit or pair of dwelling units as allowed by the zoning district. No more than two spaces are required for one detached single-family dwelling on a single lot, or two detached single-family dwellings on a single lot.

[...]

**17.80.050 Parking dimension standards.**

## (1) Accessibility.

(a) Each parking space shall be accessible from a street or right-of-way, and the access shall be of a width and location as described by SHMC 17.84.070 and 17.84.080 as applicable.(b) All parking spaces shall be independently functional. This means the vehicle in the parking space is not dependent on another vehicle moving to get to the street or right-of-way from the parking space. For example, a two-vehicle garage with a garage opening and driveway, both 18 feet in width, can only count as two parking spaces (not four), since the vehicles in the garage cannot get to the street without the ones in the driveway moving out of the way.

## (2) Table of Standards.

(a) Minimum standards for a standard parking stall's length and width, aisle width, and maneuvering space shall be determined from the Table of Standards for Parking Spaces, Figure 14, below; Figure 14 includes the spaces identified by SHMC 17.80.020(1)(a)-(c) and other spaces if spaces larger than the minimum required are desired.(b) The width of each parking space ~~does not~~ includes a the stripe striping which separates each space as measured from the center of any shared stripe.

[...]

## CHAPTER 17.84

### ACCESS, EGRESS AND CIRCULATION

[...]

**17.84.040 Public street access.**

(8) Number of Access Points. ~~For single-family (detached and attached) and duplex housing types, one street access point is permitted per lot, except that two access points may be permitted for duplexes on corner lots (i.e., no more than one access per street), subject to the access spacing standards in subsection (5) of this section. The number of street access points for multiple dwelling unit residential, commercial, industrial, and public/institutional developments shall be minimized to protect the function, safety and operation of the street(s) and sidewalk(s) for all users. Shared access may be required, in conformance with subsection (9) of this section, in order to maintain the required access spacing, and minimize the number of access points.~~ All access points, including additional ones as noted below, are subject to the access spacing standards in subsection (5) of this section and all other provisions of this of this Chapter. Specific standards based on use are as follows:

(a) For single-family dwellings, detached and duplexes, one street access point is permitted per lot/parcel except an additional (second) access point may be allowed when:

(i) The property is a corner lot/parcel and the additional access point is on the other street (i.e., one access per street).

(ii) The lot/parcel does not abut a street that provides any on-street parking on either side.

(b) For single-family dwellings, attached, one street access point is permitted per lot/parcel.

(c) The number of street access points for multiple dwelling unit residential, commercial, industrial, and public/institutional developments shall be minimized to protect the function, safety and operation of the streets, bikeways, sidewalks, etc. for all users. Shared access may be required, in conformance with subsection (9) of this section, in order to maintain the required access spacing, and minimize the number of access points.

[...]

## CHAPTER 17.88 SIGNS

[...]

**17.88.040 Exemptions from requirement for permit.**

[...]

(3) Flags.

(a) Residential freestanding poles shall be limited to one per property and shall require a ~~building~~ sign permit if:

(i) The pole will be greater than 20 feet in height; or

(ii) The pole is located such that it could fall off site (i.e., the setback is less than the

height of the pole).

(b) Nonresidential freestanding poles shall require a ~~building permit regardless of height, and shall require the applicable land use permit(s)~~ sign permit if greater than 30 feet in height.

(c) Sign permits for flagpoles shall include footing or foundation details and certification from an engineer registered in the State of Oregon that the pole with flag(s) will not be a falling or other hazard.

[...]

#### **17.88.045 Temporary signs.**

[...]

(4) Temporary signs for community events (authorized by a temporary use permit per Chapter 17.116 SHMC or acknowledged by the city council) shall be allowed without the issuance of permits and shall not affect the amount or type of signage otherwise allowed by this chapter; provided, that said signs comply with the following:

(a) Signs shall only be placed on property where the community event is taking place, including rights-of-way subject to street closure for the purpose of the community event, except additional portable signs may be placed in rights-of-way for the exclusive purpose of identifying the community event and/or directing people to the community event provided such signage complies with subsections (5)(a)(ii)(A), (C), (D), (E) and (G) of this section; and

(b) Signs shall be allowed two weeks before and for the duration of the community event only. Signs shall be removed no more than 72 hours after the event.

[...]

#### **17.88.095 Freestanding signs.**

[...]

(7) Freestanding signs permitted in a commercial/industrial sign district shall not be located closer than 50 linear feet from the property line of any residential zoned property as measured along the street frontage.

(8) Sign permits for ground-mounted signs greater than six feet in height and all poles signs shall include footing or foundation details and certification from an engineer registered in the State of Oregon that the sign will not be a falling or other hazard.

[...]

### **CHAPTER 17.92**

#### **MIXED SOLID WASTE AND RECYCLABLES STORAGE IN NEW MULTI-UNIT RESIDENTIAL AND NONRESIDENTIAL BUILDINGS**

[...]

## 17.92.060 Location, design and access standards for storage areas.

[...]

### (2) Location Standards.

(a) To encourage its use, the storage area for source-separated recyclables shall be collocated with the storage area for residual mixed solid waste;

(b) Indoor and outdoor storage areas shall comply with Uniform Building and Fire Code requirements;

(c) Storage area space requirements can be satisfied with a single location or multiple locations, and can combine both interior and exterior locations;

(d) Exterior storage areas can be located within ~~interior~~ side yard or rear yard areas, but not within exterior side yards (on corner lots). Exterior storage areas shall not be located within a required front yard setback or in a yard adjacent to a public or private street;

[...]

## CHAPTER 17.96 SITE DEVELOPMENT REVIEW

[...]

## 17.96.180 Approval standards.

The director shall make a finding with respect to each of the following criteria when approving, approving with conditions, or denying an application:

(1) Provisions of ~~the following~~ all applicable chapters of the Community Development Code per SHMC 17.04.010:

- ~~(a) Chapter 17.44 SHMC, Sensitive Lands;~~
- ~~(b) Chapter 17.60 SHMC, Manufactured/Mobile Home Regulations;~~
- ~~(c) Chapter 17.56 SHMC, Density Computations;~~
- ~~(d) Chapter 17.124 SHMC, Accessory Structures;~~
- ~~(e) Chapter 17.64 SHMC, Additional Yard Setback Requirements and Exceptions;~~
- ~~(f) Chapter 17.68 SHMC, Building Height Limitations—Exceptions;~~
- ~~(g) Chapter 17.72 SHMC, Landscaping and Screening;~~
- ~~(h) Chapter 17.76 SHMC, Visual Clearance Areas;~~
- ~~(i) Chapter 17.80 SHMC, Off Street Parking and Loading Requirements;~~
- ~~(j) Chapter 17.84 SHMC, Access, Egress, and Circulation;~~
- ~~(k) Chapter 17.88 SHMC, Signs;~~
- ~~(l) Chapter 17.132 SHMC, Tree Removal;~~
- ~~(m) Chapter 17.152 SHMC, Street and Utility Improvement Standards; and~~
- ~~(n) Chapter 17.156 SHMC, Transportation Impact Analysis;~~

[...]



## CHAPTER 17.100 CONDITIONAL USE

[...]

### 17.100.150 Additional requirements for conditional use types.

[...]

(3) The additional dimensional requirements and approval standards for conditional use are as follows:

[...]

(e) Caretaker Residence.

- (i) Must have at least 20 feet of yard around the residence;
- (ii) The residence can only be occupied by the caretaker and the caretaker's family;
- (iii) The caretaker must be an employee and/or under a contract to perform "caretaker" duties (e.g., security);
- (iv) The yard must be at least 50 percent landscaped; ~~and~~
- (v) The maximum height of the caretaker residence shall be 35 feet; and
- (vi) Only one dwelling unit is allowed. More than one dwelling unit is prohibited;

[...]

(m) Travel Trailer Parks. In addition to the standards of the zone in which they are located and other references in this code, travel trailer parks shall comply to the standards of this subsection. If there is a conflict between the two standards, the standards of this subsection shall govern.

[...]

(vi) No trailer shall remain in a trailer park unless a trailer space is available, ~~and then only for a maximum of 30 consecutive days;~~

[...]

## CHAPTER 17.104 NONCONFORMING SITUATIONS

[...]

### 17.104.040 Criteria for nonconforming situations.

(1) Nonconforming Lots of Record.

- (a) Except as provided in subsections (1)(b), (2) and (3) of this section, no

nonconforming lot of record at the effective date of the ordinance codified in this code or amendment thereto shall be developed for any use, and no existing use on a nonconforming lot of record shall be enlarged, extended or reconstructed;

(b) If on the date of adoption of the ordinance codified in this code a legally constituted lot does not meet the lot size requirements of the applicable zoning district in which the property is located, the lot may:

(i) Be occupied by one use permitted outright in a commercial zoning district, if the lot is located within a commercial zoning district; or

(ii) Be occupied by detached single-dwelling unit(s) ~~and accessory structures~~ or a duplex as permitted outright in a residential zoning district, if located in a residential zoning district; the house may be rebuilt on the same size, or smaller, footprint if destroyed by fire or natural disasters over 60 percent of value (any changes to the footprint must meet all setbacks and other regulations of the zone);

[...]

(5) Conversion of accessory structures to second detached single-family dwellings. A lawfully existing accessory structure that does not comply with a yard or height requirement or lot coverage restriction (including the sum of all other buildings and structures) on a lot developed with one detached single-family dwelling, may be converted to a second detached single-family dwelling on the same lot if:

(a) A second detached dwelling unit is allowed by the zoning district;

(b) The conversion does not increase the nonconforming yard, height, or lot coverage;

(c) Any yard associated with the accessory structure is not the result of the exception pursuant to SHMC 17.64.040(3) or any applicable laws prior to Ordinance No. 3264 that allowed yard exceptions for accessory structures;

(e) The accessory structure does not encroach upon any easements or any public utility or other infrastructure;

(f) The location of the accessory structure does not interfere with future street extensions or increases in right-of-way width based on adopted plans and standards;

(g) The minimum off street parking requirements can be met (required if not); and

(h) It is not located in any of the following areas:

(i) Resource or resources per Chapter 17.40 SHMC;

(ii) Protection zones per Chapter 17.40 SHMC; or

(iii) Area of special flood hazard per Chapter 17.46 SHMC.

[...]

## CHAPTER 17.108 VARIANCES

[...]

### 17.108.050 Criteria for granting a variance.

[...]

(4) The ~~setback~~ yard requirements in the applicable zone may be reduced up to 20 percent (a reduction of 20 percent of the required setback) and/or the lot coverage standards increased up to five percent (maximum specified lot coverage plus five percent) without a variance, provided the following standards are satisfied:

(a) The reduction of the ~~setback-area~~ yard or increase in lot coverage established by the applicable zoning district shall be necessary to allow for the enlargement or remodeling of an existing principal building, accessory structure, or auxiliary dwelling unit as defined per SHMC 17.16.010;

(b) The increase in lot coverage established by the applicable zoning district may also allow for new accessory structures or auxiliary dwelling units;

(c) The garage or carport setback to the front property line satisfies the requirements of the applicable zoning district;

(d) Reductions to setback requirement do not apply to interior yards. Interior yards shall not be reduced per this subsection;

~~(d)~~ (e) The standards of Chapter 17.76 SHMC, Visual Clearance Areas, shall be satisfied;

~~(e)~~ (f) The proposed building, accessory structure, addition, or auxiliary dwelling unit shall not encroach upon any existing easements or any public utility or other infrastructure;

~~(f)~~ (g) When the proposed building or addition is within the rear yard, the setback adjacent to the rear property line shall be landscaped with sight-obscuring plantings in accordance with the standards set forth in SHMC 17.72.080, Buffering and screening requirements; ~~and~~

(h) The location of the proposed building, structure or addition shall not interfere with future street extensions or increases in right-of-way width based on adopted plans and standards; and

~~(g)~~ (i) Setback, buffering and screening requirements that apply when commercial and industrial zones abut a residential zone shall be satisfied.

[...]

#### **17.108.080 Exceptions to site development review standards.**

The approval authority may apply one or more of the following exceptions (1) – (3) as part of the findings of Site Development Review or Conditional Use Permit applications:

(1) The ~~director~~ approval authority may grant an exception to the ~~setback~~ yard requirements in the applicable zone based on findings that the approval will result in the following:

(a) An exception which is not greater than 20 percent of the required ~~setback~~ yard;

(b) No adverse effect to adjoining properties in terms of light, noise levels, and fire hazard;

(c) No reduction in safety for vehicular and pedestrian access to the site and on site;

(d) A more efficient use of the site which would result in more landscaping than the minimum required; and

(e) The preservation of natural features which have been incorporated into the overall design of the project.

(f) The decision authority shall determine that the basis for this exception is clear and objective to be allowed.

(2) The ~~director~~ approval authority may grant an exception or deduction to the off-street parking dimensional and minimum number of space requirements in the applicable zoning district based on the following findings:

(a) The application is for a use designed for a specific purpose which is intended to be permanent in nature (for example, senior citizen housing) and which has a demonstrated low demand for off-street parking;

(b) There is an opportunity for shared parking and there is written evidence that the property owners have entered into a binding agreement to share parking; or

(c) There is community interest in the preservation of particular natural feature(s) on the site, public transportation is available to the site, and reducing the standards will not adversely affect adjoining uses; therefore, the public interest is not adversely affected by the granting of the exception.

(3) The ~~director~~ approval authority may grant an exception or deduction to the private outdoor area and shared outdoor recreation areas requirements, provided the application is for a use designed for a specific purpose which is intended to be permanent in nature (for example, senior citizen housing) and which can demonstrate a reduced demand for a private outdoor recreational area based on any one or more of the following findings:

(a) There is direct access by a pedestrian path, not exceeding one-quarter mile, from the proposed development to public open space or recreation areas which may be used by residents of the development;

(b) The development operates a motor vehicle which is available on a regular basis to transport residents of the development to public open space or recreation areas; or

(c) The required square footage of either the private outdoor area or the shared outdoor recreation area may be reduced if together the two areas equal or exceed the combined standard for both.

~~(4) The director shall grant an exception to the landscaping requirements of this code, SHMC 17.96.150, upon finding that the overall landscape plan provides for at least 20 percent of the gross site to be landscaped.~~

~~(5) The director's decision may be appealed as provided by SHMC 17.24.310(1). No notice of the director's decision need be given.~~

(4) Uses not subject to Site Development Review or Conditional Use Permits (e.g., single dwelling units and duplexes) are not eligible for any of these exceptions.

[...]

## CHAPTER 17.124 ACCESSORY STRUCTURES

[...]

### 17.124.070 Approval criteria.

[...]

#### (2) Nondimensional Approval Criteria.

[...]

(a) Accessory structures or buildings shall comply with all requirements for the principal structure, except where specifically modified by this chapter;

(b) If an application proposed for an accessory structure meets the following criteria, the director shall approve the application proposal:

(i) No accessory building or structure shall be allowed in any required front or interior yard;

[...]

## **CHAPTER 17.128 AUXILLIARY DWELLING UNITS**

### **Sections:**

~~17.128.010—Purpose.~~

~~17.128.020—Applicability.~~

~~17.128.030—Design standards.~~

~~17.128.040—Addressing of auxiliary dwelling units.~~

~~17.128.050—Prohibited areas for auxiliary dwelling units.~~

~~17.128.060—Prohibited uses of auxiliary dwelling units.~~

~~17.128.070—Permit procedures for auxiliary dwelling units.~~

### **17.128.010 Purpose.**

~~Auxiliary dwelling units are allowed in certain situations to:~~

~~(1) Create new housing units while respecting the look and scale of single dwelling neighborhoods;~~

~~(2) Increase the housing stock of existing neighborhoods in a manner that is less intense than alternatives;~~

~~(3) Allow more efficient use of existing housing stock and infrastructure;~~

~~(4) Provide a mix of housing that responds to changing household needs, sizes and compositions;~~

~~(5) Provide a means for new homeowners to defray some of the costs associated with the purchase of a first home;~~

~~(6) Provide a means for residents, particularly seniors, single parents, and families with grown children, to remain in their homes and neighborhoods and obtain extra income, security, companionship and services;~~

~~(7) Provide a broader range of suitable and affordable housing; and~~

~~(8) Create additional long-term family living situations, while avoiding the exploitation of this housing type through their use as short-term living and other related business.~~

### **17.128.020 Applicability.**

~~(1) An auxiliary dwelling unit may be added to or constructed or installed on the same lot or parcel as a detached single dwelling unit or manufactured home (principal dwelling) in any zone~~

where the existing principal use is permitted and where auxiliary dwelling unit is listed as a permitted use.

(2) Only one auxiliary dwelling unit is allowed per lot or parcel developed with a detached single family dwelling or manufactured home (principal dwelling).

#### **17.128.030 Design standards.**

(1) Standards for creating auxiliary dwelling units address the following purposes:

(a) Ensure that auxiliary dwelling units are compatible with the desired character and livability of St. Helens residential zones;

(b) Respect the general building scale and placement of structures to allow sharing of common space on the lot, such as driveways and yards;

(c) Ensure that auxiliary dwelling units are smaller in size than detached single family dwellings or manufactured homes;

(d) Provide adequate flexibility to site buildings so that they fit the topography of sites; and

(e) The design standards for auxiliary dwelling units are stated herein. If not addressed in this section, the base zone development standards apply.

(2) Requirements for All Auxiliary Dwelling Units. All auxiliary dwelling units must meet the following standards:

(a) Creation. An auxiliary dwelling unit may only be created through the following methods:

(i) Converting existing living area, attic, basement or attached garage of the detached single family dwelling or manufactured home;

(ii) Adding floor area to the detached single family dwelling or manufactured home;

(iii) Constructing a detached auxiliary dwelling unit on a developed site;

(iv) Constructing a new detached single family dwelling or manufactured home with an internal or detached auxiliary dwelling unit; or

(v) Converting a lawfully existing accessory structure;

(b) Entrances. Only one entrance to the house may be located on the front facade of the detached single family dwelling or manufactured home facing the street, unless the detached single family dwelling or manufactured home contained additional front door entrances before the conversion to an auxiliary dwelling unit was created. An exception to this regulation is entrances that do not have access from the ground, such as entrances from balconies or decks;

(c) Parking. The parking requirements balance the need to provide adequate parking with maintaining the character of single dwelling neighborhoods and reducing the amount of impervious surface on a site. More parking is required when a vacant lot is being developed because, generally, the site can more easily be designed to accommodate two parking spaces while minimizing impervious surface. In situations where an auxiliary dwelling unit is being added to a site with an existing dwelling unit, it is appropriate to not require additional impervious surface if adequate on-street parking is available:

(i) The following parking requirements apply to auxiliary dwelling units:

(A) No Additional Parking Space Required. No additional parking space is required for the auxiliary dwelling unit if it is created on a site with an existing detached single family dwelling or manufactured home and the roadway of at least one abutting street is at least 20 feet wide and allows on-street parking;

~~(B) One Additional Parking Space Required. One additional off-street parking space is required for the auxiliary dwelling unit as follows:~~

- ~~1. When none of the roadways in abutting streets are at least 20 feet wide;~~
- ~~2. When none of the abutting streets allow on-street parking; or~~
- ~~3. When the auxiliary dwelling unit is created at the same time as the detached single-family dwelling or manufactured home. An auxiliary dwelling unit is considered created at the same time as the principal dwelling even if a permit per this chapter is applied for within one year from the date of certificate of occupancy of the principal dwelling.~~

~~(ii) When an additional off-street parking space is required it shall comply with the development code and shall be independently functional. "Independently functional" means the vehicle in the parking space is not dependent on another vehicle moving to get to the street from the parking space. For example, a two-vehicle garage with a garage door and driveway, both 20 feet in width, can only count as two parking spaces (not four), since the vehicles in the garage cannot get to the street without the ones in the driveway moving out of the way. In this instance, a new (additional) parking area would need to be created to the side of the garage or elsewhere while still complying with the development code (e.g., parking and access standards).~~

~~(d) Size.~~

~~(i) Minimum Size. The size of the auxiliary dwelling unit shall be no less than as allowed by the building code;~~

~~(ii) Maximum Size. The size of the auxiliary dwelling unit shall be no more than 75 percent of the living area of the detached single-family dwelling or manufactured home or 1,200 square feet, whichever is less. "Living area" means all areas subject to heat/air conditioning inclusive of walls. This does not include nonheated/non-air conditioned areas including but not limited to porches, garages, carports, balconies, hot tub/pool enclosure/rooms, etc.;~~

~~(iii) Building Height. The maximum building height of a detached auxiliary dwelling unit shall not exceed the height allowed by the zoning district or the height of the detached single-family dwelling or manufactured home, whichever is less. This provision does not apply when converting a lawfully existing accessory structure in its entirety or a portion thereof to an auxiliary dwelling unit provided the conversion does not increase the accessory structure's footprint or height.~~

~~(3) Additional requirements for detached auxiliary dwelling units or for auxiliary dwelling units created through the addition of floor area to the detached single-family dwelling or manufactured home:~~

~~(a) Exterior Finish Materials. The exterior finish material must be the same, or visually match in type, size and placement, the exterior finish material of the detached single-family dwelling or manufactured home;~~

~~(b) Roof Pitch. The roof pitch must be the same as the predominant roof pitch of the detached single-family dwelling or manufactured home;~~

~~(c) Trim. Trim on edges of elements on the addition or detached unit must be the same in type, size, and location as the trim used on the rest of the detached single-family dwelling or manufactured home;~~

~~(d) Windows. Windows must match those in the detached single-family dwelling or manufactured home in proportion (relationship of width to height) and orientation (horizontal or vertical);~~

~~(e) Eaves. Eaves must project from the building walls the same distance as the eaves on the rest of the detached single-family dwelling or manufactured home;~~

~~(f) Setbacks. The auxiliary dwelling unit must meet the same setback requirements as principal dwelling units in the zone or as otherwise allowed by the development code; and~~

~~(g) Lot Coverage. The detached auxiliary dwelling unit may not have a larger footprint than the footprint of the detached single family dwelling or manufactured home, and the combined footprint of all detached structures shall not exceed the lot coverage restriction of the zone or as otherwise allowed by the development code.~~

~~(h) The provisions of subsections (3)(a) through (f) of this section do not apply when converting a lawfully existing accessory structure in its entirety or a portion thereof to an auxiliary dwelling unit provided the conversion does not increase the accessory structure's footprint or height.~~

#### **~~17.128.040 Addressing of auxiliary dwelling units.~~**

~~(1) Auxiliary dwelling units shall use the same address number as the principal dwelling, but with a unit or similar number. For example, an auxiliary dwelling unit for a principal dwelling addressed as 101 Anystreet would have an address of 101B Anystreet.~~

~~(2) The applicant for or the owner of the auxiliary dwelling unit shall coordinate with the postmaster for its mailbox location.~~

#### **~~17.128.050 Prohibited areas for auxiliary dwelling units.~~**

~~(1) In addition to zoning regulations, auxiliary dwelling units are prohibited in the following areas:~~

- ~~(a) Resource or resources per Chapter 17.40 SHMC;~~
- ~~(b) Protection zones per Chapter 17.40 SHMC; and~~
- ~~(c) Area of special flood hazard per Chapter 17.46 SHMC.~~

#### **~~17.128.060 Prohibited uses of auxiliary dwelling units.~~**

~~(1) Given the purpose of auxiliary dwelling units per SHMC 17.128.010 and because they are not considered principal uses, the following uses are prohibited for them:~~

- ~~(a) Short-term rentals;~~
- ~~(b) Bed and breakfast, homestay, boarding house; and~~
- ~~(c) Lodging facilities or rooming house.~~

~~(2) Home occupations may be allowed in auxiliary dwelling units given compliance with Chapter 17.120 SHMC.~~

#### **~~17.128.070 Permit procedures for auxiliary dwelling units.~~**

~~Notice and process for auxiliary dwelling units shall follow the same as for site development review, major, except for criteria and standards, which shall comply with this chapter.~~

[...]

## **CHAPTER 17.132 TREE REMOVAL**



[...]

#### **17.132.025 Tree plan requirement.**

[...]

(3) Trees removed within the period of one year prior to a development application listed above will be inventoried as part of the tree plan above and will be replaced ~~according to SHMC 17.132.070(4)~~ per this Chapter.

[...]

#### **17.132.030 Permit requirement.**

[...]

(3) Commercial forestry as defined by SHMC 17.132.020(1)~~(b)~~ and excluding subsection (2)(d) of this section is permitted after a plan per SHMC 17.132.025 is reviewed and approved and only in accordance with the approved plan.

[...]

### **CHAPTER 17.136 LAND DIVISION – SUBDIVISION**

[...]

#### **17.136.060 Approval standards – Preliminary plat.**

[...]

(5) ~~The planning commission may attach such conditions as are necessary to carry out the comprehensive plan and other applicable ordinances and regulations and may require:~~

~~(a) Reserve strips be granted to the city for the purpose of controlling access to adjoining undeveloped properties.~~

Control of access to adjoining properties, including but not limited to continuation of streets, shall be granted to the city via reserve strips or language in lieu of reserve strips as a note on the plat. Generally, language in lieu of reserve strips is preferred.

(6) The planning commission may require additional conditions as are necessary to carry out the comprehensive plan and other applicable ordinances and regulations.

[...]

### **CHAPTER 17.152 STREET AND UTILITY IMPROVEMENT STANDARDS**

[...]

**17.152.030 Streets.**

[...]

(5) Minimum Rights-of-Way and Street Widths. Unless otherwise indicated on an approved street plan or adopted corridor plan, or as needed to continue an existing improved street, street right-of-way and roadway widths shall not be less than the minimum width described in Figure 19. Where a range is indicated, the width shall be determined by the decision-making authority based upon anticipated average daily traffic (ADT) on the new street segment. (The city council may adopt, by resolution, design standards for street construction and other public improvements. The design standards will provide guidance for determining improvement requirements within the specified ranges.) (See “City of St. Helens Engineering Department Public Facilities Construction Standards Manual.”)

(a) The planning director shall recommend, to the decision-making body, desired right-of-way width and pavement width of the various street types within the subdivision or development after consideration of the following:

(i) The type of road as set forth in Figure 19, Road Standards;

**ROAD STANDARDS**  
**MINIMUM RIGHTS-OF-WAY AND STREET WIDTHS (see Transportation Systems**  
**Plan [TSP] Figures 7-2 and 7-3)**  
**Figure 19**

Type of Street	Right-of-Way Width	Roadway Width	Moving Lanes	Bicycle Lanes*
Major Arterial	101' minimum	74'	4	2 @ 6'
Minor Arterial (Typical)	60'	36'	2	2 @ 6'
Minor Arterial (One-Way, Uptown)	80'	46'	2	1 @ 6'
Minor Arterial (Two-Way, Downtown)	80'	52'	2	2 @ 6'
Collector	60'	36'	2	2 @ 6'
Local	50'	34'	1 – 2	None
Local “Skinny” Street	40	<del>20' or 26'</del> <u>28'</u> **	1 – 2	None

\* Applies to bicycle lanes required in Transportation Systems Plan (TSP) or Public Facilities Plan (PFP)

\*\* This differs from TSP Figure 7-3.

[...]

(11) Cul-de-Sacs. A cul-de-sac street shall only be used when environmental or topographical constraints, existing development patterns, or compliance with other standards in this code preclude street extension and through circulation. When cul-de-sacs are provided, all of the following shall be met:

(a) A cul-de-sac shall be no more than 400 feet long nor provide access to greater than 20 dwelling units (residential lots eligible for two detached single-family dwellings or a duplex as allowed by the zoning district shall be considered one dwelling unit for the purpose of determining the number dwelling units):

[...]

(27) Local “Skinny” Streets. Such streets, as set forth in Figure 19, Road Standards, of this chapter, may be allowed, provided:

(a) The street will provide access to land uses whose combined average daily trip rate (ADT) is 200 ADT or less (residential lots eligible for two detached single-family dwellings or a duplex as allowed by the zoning district shall be considered one detached single-family dwelling for the purposes of determining ADT); and

(b) ~~Where the roadway/pavement width will be 20 feet, on-street parking shall be prohibited.~~ Roadway width less than 28 feet is prohibited. This includes 20 feet for travel lanes and 8 feet on one side for on-street parking.

[...]

## CHAPTER 19.20 MAPS

[...]

### 19.20.060 Map and list of significant wetlands.

[...]

(2) List of Significant Wetlands.

[...]

Dalton

D1

D2

~~D3~~

[...]

Frogmore Slough

F2

~~F4~~

**CITY OF ST. HELENS PLANNING DEPARTMENT  
FINDINGS OF FACT AND CONCLUSIONS OF LAW  
Development Code Amendments CPZA.1.21**

**APPLICANT:** City of St. Helens

**PROPOSAL:** Amend the following Chapters of the St. Helens Municipal Code: 17.16 general and land use definitions, 17.24 procedures for decision-making – quasi-judicial, 17.32 zones and uses, 17.40 protective measures for significant wetlands, riparian corridors, and protection zones, 17.56 density computations, 17.64 additional yard setback requirements and exceptions, 17.68 building height limitations – exceptions, 17.72 landscaping and screening, 17.80 off-street parking and loading requirements, 17.84 access, egress and circulation, 17.88 signs, 17.92 mixed solid waste and recyclables storage..., 17.96 site development review, 17.100 conditional use, 17.104 nonconforming situations, 17.108 variances, 17.124 accessory structures, 17.132 tree removal, 17.136 land division – subdivision, 17.152 street and utility improvement standards, and 19.20 maps.

Remove Chapter 17.128 Auxiliary Dwelling Units.

**The 120-day rule (ORS 227.178) for final action for this land use decision is not applicable.**

### **BACKGROUND**

These amendments address several Chapters of the Development Code. The main catalyst of this effort is Oregon House Bill (HB) 2001 (July 2, 2019), which creates an entitlement for two dwellings on a single property that allows a detached single-family dwelling. As a “medium city” per this HB (i.e., city with a population between 10,000 – 12,500) St. Helens is required to enact laws that achieves the “2-dwelling” requirements of the HB by June 30, 2021.

Because this effort necessitated a thorough review of the Development Code, staff used this opportunity to amend other matters to improve the code (i.e., code housekeeping).

### **PUBLIC HEARING & NOTICE**

Hearing dates are as follows: March 9, 2021 before the Planning Commission and April 7, 2021 before the City Council.

Notice of this proposal was sent to property owners of land zoned residential (R10, R7, R5, AR and MHR) and some mixed-use zones (MU and HBD) on February 8, 2021. This notice was sent to approximately 4,000 different properties to satisfy any requirements per ORS 227.186 in addition to providing information to citizens.

Notice was sent to agencies by mail or e-mail on February 17, 2021.

Notice was published in the The Chronicle on February 24, 2021.

Notice was sent to the Oregon Department of Land Conservation and Development on February 1, 2021.

### AGENCY REFERRALS & COMMENTS

None received other than feedback from Oregon DLCD to ensure compliance with HB 2001.

### APPLICABLE CRITERIA, ANALYSIS & FINDINGS

#### SHMC 17.20.120(1) – Standards for Legislative Decision

The recommendation by the commission and the decision by the council shall be based on consideration of the following factors:

- (a) The statewide planning goals and guidelines adopted under ORS Chapter 197;
- (b) Any federal or state statutes or guidelines found applicable;
- (c) The applicable comprehensive plan policies, procedures, appendices and maps; and
- (d) The applicable provisions of the implementing ordinances.
- (e) A proposed change to the St. Helens zoning district map that constitutes a spot zoning is prohibited. A proposed change to the St. Helens comprehensive plan map that facilitates a spot zoning is prohibited.

**(a) Findings:** This criterion requires analysis of the applicable statewide planning goals. The applicable goals in this case are: Goal 1 and Goal 10.

#### ***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 required too. The City has met these requirements and notified DLCD of the proposal as required by State law.

Efforts prior to the scheduled public hearings:

- October 13, 2020 – Initial presentation before the Planning Commission to vet the issues.
- November 4, 2020 – Initial presentation to the City Council to vet the issues. Feedback helped to guide staff's efforts.

- December 8, 2020 – Follow-up discussion with the Planning Commission (limited discussion due to the Commission’s workload). Feedback helped to guide staff’s efforts.
- January 12, 2021 – Follow-up discussion with the Planning Commission to vet issues based on Council feedback from the November 4, 2020 effort. Feedback helped to guide staff’s efforts.
- January 20, 2021 – Follow-up discussion with the City Council explaining concepts proposed and request for approval of concepts as required by SHMC 17.20.020(2)(b) to officially start the legislative process. Feedback helped to guide staff’s efforts.
- February 8, 2021 – Notice was sent to the owners of approximately 4,000 different properties as noted under the Public Hearing and Notice section above.
- February 9, 2021 – Preparatory discussion with the Planning Commission in anticipation of the March public hearing.
- February 19, 2021 – City Communications staff posts information about the code amendments on the City’s Facebook page <https://www.facebook.com/cityofsthelens/>.
- February 26, 2021 – The city’s March 2021 e-newsletter includes an article about the code amendments.

***Statewide Planning Goal 10: Housing.***

*Goal 10 requires buildable lands for residential use shall be inventoried and plans shall encourage the availability of adequate numbers of needed housing units at price ranges and rent levels which are commensurate with the financial capabilities of Oregon households and allow for flexibility of housing location, type and density.*

Housing is a major component of this proposal. Moreover, this Goal must be addressed as residential lands or any land where needed housing is possible are potentially affected.

This Goal has a couple components: 1) inventorying of land for housing need, and 2) demographic broad spectrum housing availability in both quantity and variety of type.

**Inventorying**

St. Helens completed and adopted a Housing Needs Analysis (HNA) and Buildable Lands Inventory (BLI) in 2019 (Ordinance No. 3244). The results of the housing needs analysis indicates that the current St. Helens Urban Growth Boundary is sufficient to accommodate future housing needs, with a small deficiency of high-density land for multi-family development. Commercial/Mixed Use land can make up for the high-density land deficiency. Even though there are no guarantees Commercial/Mixed Use lands will be used for residential purposes, the following residential developments on commercial/mixed use lands since the inventorying effort of the HNA creation process are noteworthy:

- St. Helens Place Apartments at 700 Matzen Street. Originally approved by Conditional Use Permit CUP.2.18 in 2018, this 204 unit multidwelling project was completed late 2020.

Zone: General Commercial. Total acres used: 7.72 out of 7.72 ac.

- Unnamed project being developed by the Northwest Oregon Housing Authority (NOHA) and Community Development Partners at 2285 Gable Road (address will change). Originally approved by Conditional Use Permit CUP.3.19, this 238 unit multidwelling project is in its final design stage with development plan submittal anticipated in April. The site has wetlands that will be preserved so only a portion of the property will be developed.

Zone: General Commercial, GC. Total acres used: approx. 13.7 ac. out of 16.7 ac.

Based on these two projects alone, the high-density deficiency is resolved, or at least will be assuming the completion of the NOHA project on Gable Road.

The BLI did not assume the affect HB 2001 would have on the city's housing supply. Generally, these amendments facilitate higher densities and more efficient use of land within the city's corporate boundaries. Quantifying this change is challenging and will most likely occur gradually. ORS 197.296(6)(b) allows jurisdictions to assume up to a three percent increase in capacity compared to that allowed by current zoning districts. Thus, over time (the HNA planning period), each zoning district is assumed to be 3% more efficient, which adds additional surplus to all non-high density residential lands and softens the high-density residential land deficit (in addition to the General Commercial development mentioned above).



<b>Land Need (net acres)</b>	
Low Density*	240
Medium Density**	40
High Density	24
Manufactured Home Parks	5
<b>Total</b>	<b>309</b>
<b>Buildable Land Inventory (net acres)</b>	
Low Density	532
Medium Density	93
High Density	16
Manufactured Home Parks	45
Commercial/Mixed Use***	19
<b>Total</b>	<b>705</b>
<b>UGB Land Surplus/Deficit (net acres)</b>	
Low Density*	293
Medium Density**	53
High Density	(8)
Manufactured Home Parks	40
Commercial/Mixed Use	19
<b>Total</b>	<b>397</b>
<b>Adequacy of UGB to meet housing need</b>	<b>adequate</b>

\* Includes detached units and mobile homes. \*\* Includes townhomes, plexes and group quarters.

**Left:** Table showing the city's HNA findings. St. Helens has adequate land across most categories. The high-density deficit could be addressed in the commercial/mixed use land surplus.

The amendments enable more efficient use of residential land uses in the city's residential zones (R10, R7, R5, AR and MHR) and some mixed use zones (MU and MHR).

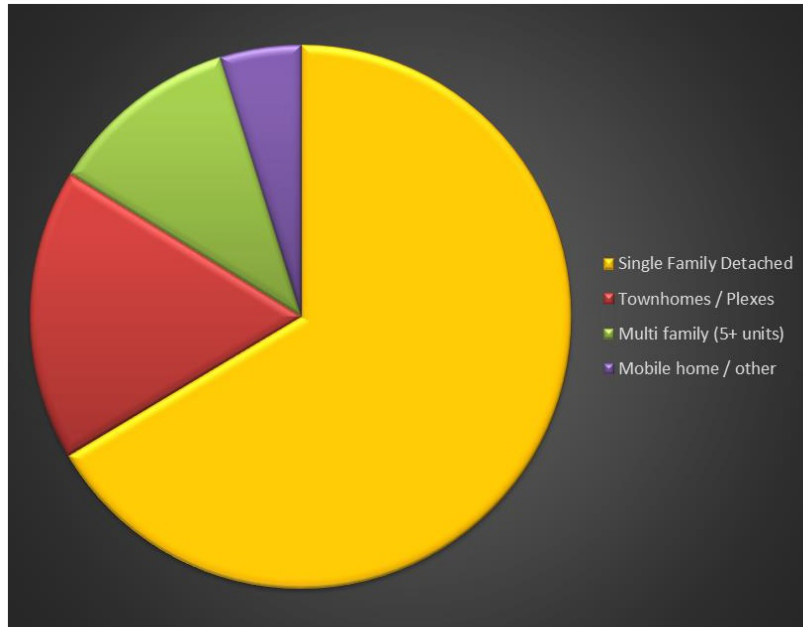
Though the amendments do not address multidwelling development, it will still help facilitate greater use of high density areas and mixed use areas, helping to offset the small high density deficit.

The HNA includes a policy goal to develop a cottage cluster code. Though, these amendments do not do that, staff did use the HB2001 model code for "large cities" to propose building separation standard limits that would be within the cottage clusters allowances. This way, the separation standards proposed now will translate to cottage clusters when the city pursues a cottage cluster code in the future.

### Demographic broad spectrum housing availability in both quantity and variety of type

This proposal increases the potential number of dwelling units in the R7 and R10 zones where duplexes are restricted or not allowed at all. In the R5 and AR zones, where duplexes regulations are less burdensome, this still will facilitate an increase in dwelling units by putting duplexes on the same regulatory footing as detached-single family dwellings. These provisions will help create more duplexes throughout the city's residential zoning districts. Moreover, since St. Helens has decided to allow two-detached single-family dwellings anywhere where duplexes are allowed, this adds a new option to the housing menu in St. Helens.

Note that the ADU Chapter is being removed. An ADU is a smaller unit on a lot with a detached single-family dwelling per St. Helens law. Since two detached dwellings can be allowed with no required size differential per these amendments, the ADU Chapter is moot.



**Left:** Existing housing mix 2013-2017, City of St. Helens.

A key objective of HB 2001 is to support the balance of “middle housing” types compared to the traditional single detached single-family dwelling per lot.

The amendments create more opportunity for plexes (2-unit at least), which are considered a type of middle housing. This should help shift the makeup of housing types in this community over time to be less dominated by the traditional single detached single-family dwelling per lot housing type.

**Source:** U.S. Census, American Community Survey, 2013-2017.

These amendments help facilitate housing options, adding to housing type diversity and increased density which helps to broaden housing options for people. This proposal advances the flexibility of housing location, type and density as required by this Goal.

**(b) Findings:** This criterion requires analysis of any applicable federal or state statutes or guidelines.

This proposal is largely driven by Oregon House Bill 2001. The Bill requires St. Helens to adopt certain two-unit entitlements on detached single-family lots by the end of June 2021 or do nothing and be mandated to follow a model code. St. Helens seeks to adopt its own code in compliance with the restrictions of the House Bill as per OAR 660-046.

In addition to mandating Development Code changes, HB 2001 requires local governments to *consider* ways to increase the affordability of middle housing per Section 3, Chapter 639, Oregon Laws 2019:

(4) In adopting regulations or amending a comprehensive plan under this section, a local government shall consider ways to increase the affordability of middle housing by considering ordinances and policies that include but are not limited to:

- (a) Waiving or deferring system development charges;
- (b) Adopting or amending criteria for property tax exemptions under ORS 307.515 to 307.523, 307.540 to 307.548 or 307.651 to 307.687 or property tax freezes under ORS 308.450 to 308.481; and
- (c) Assessing a construction tax under ORS 320.192 and 320.195.

It is not a requirement to adopt these measures, but at least include them in the conversation as part of the code amendment adoption process. The policies cited above are specific to the

subsidization of middle housing development and affordable housing generally. But this does not mean the city cannot consider other factors to advance middle housing in the community.

The Planning Commission discussed this at their March 9, 2021 public hearing. Staff mentioned the following:

- This batch of code changes is more comprehensive than the minimum requirements of HB2001. \*For example:
  - The city is allowing a second detached single-family dwelling on a lot in addition to duplexes as an outright permitted use. This eliminates additional permitting and other standards (i.e., less hurdles) pertaining to Auxiliary Dwelling Units (ADUs).
  - The city is increasing the building/structure lot coverage from 35% to 40% for all residential lands, except Apartment Residential, which is already 50%.
  - Decreasing the side yard standards for attached single-family dwellings from 10 feet to 5 feet in the Apartment Residential zone.
  - Expanding yard (setback) encroachments allowed.
  - Considering reduced parking space improvement dimensions for single-family dwellings (detached and attached) and duplexes.
  - Expanding driveway options in addition to ensuring single-family dwellings and duplexes are treated equally as required by HB2001.
  - Provisions for conversion of lawfully existing accessory structures to second detached dwelling units (on lots already developed with one detached single-family dwelling) despite noncompliance of the accessory structure in regards to yard (setback), height, or lot coverage.

\*Staff's discussion with the Commission was not this thorough but is summarized here to help the City Council understand how these amendments exceed the minimum requirements of HB2001.

- The City has allowed payment plans for System Development Charges upon request.
- The City allows duplexes and two detached single-family dwellings to share a water meter. The City's System Development Charges are based on water meter size, thus, sharing a meter is a substantial System Development Charge cost reduction.

The Planning Commission (also the acting Historic Landmarks Commission) discussion focused on incentives within the St. Helens Downtown Historic District as listed on the National Register of Historic Places but did not detail what those would be. There is concern about the loss of historic buildings being removed for more intense housing.

This could be an effort of inventorying potential historic landmarks and creating incentives for them to help dissuade removal, for example.

The City Council discussed this at their April 7, 2021 public hearing. Staff mentioned similar points provided to the Planning Commission, and added the following:

- The City has waived local fees (e.g., sidewalk fee) for Columbia County Habitat for Humanity housing projects.
- The City has provided technical assistance to affordable housing projects.
- The City has recently offered surplus property to affordable housing entities before market rate developers.

The City Council acknowledged the efforts noted and the concerns of the Planning Commission.

In addition to that mentioned above, some of the other changes proposed that are not a result of HB 2001 relate to other State law.

**(c) Findings:** This criterion requires analysis of applicable comprehensive plan policies, procedures, appendices and maps.

**For these findings, the comprehensive plan addendums will be examined followed by policies.**

#### **Comprehensive Plan Addendums:**

The applicable addendums to the Comprehensive Plan include the **Economic Opportunities Analysis** (Ord. No. 3101), **Waterfront Prioritization Plan** (Ord. No. 3148), **Transportation Systems Plan** (Ord. No. 3150), **Corridor Master Plan** (Ord. No. 3181), **Parks & Trails Master Plan** (Ord. No. 3191), **Riverfront Connector Plan** (Ord. No. 3241), and **Housing Needs Analysis** (Ord. No. 3244).

The applicable addendum is the **Housing Needs Analysis** (HNA). One of the HNA recommended policies regarding housing included consider[ing] allowing duplexes in R7 zoned land. Currently, duplexes are a conditional use in this zone and the HNA suggested making them permitted uses. This proposal does that and much more.

Another recommended policy of the HNA included development of a cottage cluster code which would specify design standards and dimensions for cottage cluster development. Though this is not being specifically addressed at this time, allowing two detached single-family dwellings anywhere a duplex or single detached single-family dwelling would go is a step towards cottage clusters. In addition, in examining distance between building requirements for the current proposal, staff looked at the model code for large cities (OAR 660-046 Exhibit B – Large Cities Middle Housing Model Code) as a guide for standards that could apply to cottage clusters in the future that are consistent with other standards being proposed now.

#### **Comprehensive Plan Policies:**

The overall purpose of these amendments is to increase housing choice and supply. This supports the following policies of SHMC 19.08.050(3):

(b) Encourage the distribution of low income and/or multifamily housing throughout the city rather than limiting them to a few large concentrations

With more housing choice and supply, there is greater probability for housing for low income. Though these amendments do not specifically pertain to multifamily development, they will enable two-dwelling units on the majority of single-family lots in the city, rather than a concentrated area.

Moreover, a second dwelling unit on a property could allow for rental income, which may bring some into the housing market who could not otherwise afford it (e.g., without rental income subsidy).

(d) Encourage and cooperate with all efforts to provide adequate housing for those with special needs

With more housing choice and supply, there is greater probability for housing for people with special needs. Moreover, enabling a second dwelling unit on property provides additional options for people who want to care for their loved ones on their own property.

(g) Re-evaluate city ordinances and, where possible, streamline administration and requirements in order to reduce development costs

Because Oregon House Bill 2001 required staff to review the city's code in detail, it presented an opportunity to make improvements for better clarity.

HB 2001 required changes eliminate conditional use permit requirements for duplexes in the R7 zone and makes them possible in the R10 zone. It reduces the number of parking spaces from four to two and reduces most standards that apply to duplexes.

Some changes not necessarily mandated by HB 2001 but are included with these amendments are listed above (page 7). Many of the changes streamline administration and lessen the burden to develop duplexes or second (on already developed lot) detached single-family dwellings.

**(d) Findings:** This criterion requires analysis of the applicable provisions of the implementing ordinances. This proposal updates the City's implementation ordinances as embodied in the Development Code.

Chapter 17.156 SHMC requires the city to consider a traffic impact analysis as part of amendments that could potentially increase vehicle trips. In this case Section 3, Chapter 639, Oregon Laws 2019 eliminates consideration of this:

(5) When a local government makes a legislative decision to amend its comprehensive plan or land use regulations to allow middle housing in areas zoned for residential use that allow for detached

single-family dwellings, the local government is not required to consider whether the amendments significantly affect an existing or planned transportation facility.

**(e) Findings:** This criterion is intended to prevent spot zoning, which does not apply in this case.

#### **CONCLUSION & DECISION**

**Based upon the facts and findings herein, the City Council approves of the code amendments proposed except the Council rejects any allowance for tandem parking in the amendments.**

---

Rick Scholl, Mayor

---

Date

## LEGAL MEMORANDUM

TO: St. Helens City Council

FROM: William A. Monahan

DATE: May 3, 2021

RE: **REVISED ORDINANCE TO CORRECT COMCAST FRANCHISE AGREEMENT**

On April 7, 2021, the City Council held the second reading to adopt Ordinance No. 3260, granting a non-exclusive franchise agreement to Comcast of Delaware II, Inc. The franchise goes into effect on May 7, 2021.

Prior to the new franchise agreement going into effect, Tim Goodman, Senior Director, Government & Regulatory Affairs, informed the city attorney's office that he had made an error in 2020 when he had advised: 1) that Comcast's entities holding franchises in Oregon were all domiciled in Delaware, and 2) as a result, the name of franchise holder in St. Helens had to be changed to Comcast of Delaware II, Inc. In fact, he learned from company leadership on April 13, 2021 that the names of Comcast's entities in Oregon continue to be named Comcast of Oregon II, Inc. Then, last week, during Comcast's final review of the franchise agreement, a second issue was identified.

The name of the company serving St. Helens did not change, therefore the changes made to the agreement recently adopted constitute scrivener's errors. The company serving St. Helens currently, and since at least 2007, is Comcast of Oregon II, Inc.

Since the agreement was adopted by Ordinance, the proper way to correct the name is through adoption of a new ordinance. The change in name must be made to allow the new franchise agreement to go into effect since Comcast is not able to legally sign the agreement without the correct name cited.

A revised franchise agreement has been prepared to accompany the correcting ordinance. Within the corrected franchise agreement, the name of Comcast was revised in the following places:

1. The cover page
2. Section 1
3. Section 2.23
4. Section 18.3
5. The signature page

May 3, 2021  
Page 2

One further change has been made to the franchise agreement. As shown in the attached letter from Mr. Goodman, he found one additional change required by a change in FCC regulations. The revised language does not change the anticipated benefits of the franchise. The change has been incorporated into the new draft ordinance on page 13. The corrected version will replace the unsigned franchise agreement adopted by City Council.

The city attorney's office recommends that the City Council approve the correcting ordinance and franchise agreement to be effective as soon as signed by the parties.





April 30, 2021

Bill Monahan  
Jordan Ramis PC  
2 Centerpointe Drive #600  
Lake Oswego, OR 97035

**Re: City of St. Helens Franchise Agreement - Proposed Amendment**

Dear Mr. Monohan:

As I communicated to you earlier today, there is a small section of the proposed franchise agreement going before the City of St. Helens City Council next week that needs to be amended; which will eliminate a conflict with the FCC's 621 Order of 2019 and another section in the proposed agreement. When Comcast and the City of St. Helens began the cable franchise renewal process in the summer of 2018, the City's attorney at the time requested that we use the MACC franchise as a template for the new franchise.

In September of 2019 the FCC's 621 Order went into effect and is still law, which provides that certain commitments contained within cable franchise agreements are considered as part of the 5% franchise fee payments. i.e. in-kind cable service, etc. The MACC template used for the Comcast-St. Helens franchise contains language that conflicts with the FCC's 621 Order – more specifically Section 4.8 – which also conflicts with Section 13.3 of the proposed franchise agreement between the two parties.

This oversight was recently discovered by Comcast while going over the proposed agreement earlier today. This issue can be resolved by the renaming of and a simple amendment to Section 4.8 to where the revised Section would read as follows:



***"Franchise Fee Payments. No term or condition in this Agreement shall in any way modify or affect Grantee's obligation to pay Franchise fees related to Cable Services to Grantor in accordance with applicable law."***

As you can see, I have stricken the second sentence from the prior language, which then eliminates the conflict with the FCC's 621 Order and Section 13.3 of the agreement.

I appreciate your patience and understanding around this issue.

Sincerely,

Tim Goodman  
Senior Director, Government & Regulatory Affairs

TRG/trg

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

AN ORDINANCE CORRECTING ORDINANCE NO. 3260 WHICH GRANTED A NON-EXCLUSIVE FRANCHISE AND RIGHT TO CONTINUE TO OPERATE, CONSTRUCT, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF ST. HELENS, OREGON TO COMCAST OF DELAWARE II, INC. TO REVISE THE NAME OF THE FRANCHISE HOLDER TO COMCAST OF OREGON II, INC. AND CORRECT A SCRIVENER'S ERROR

**THE CITY OF ST. HELENS ORDAINS AS FOLLOWS:**

**Section 1.** The City granted an updated franchise agreement to Comcast of Delaware II, Inc., formerly known as Comcast of Oregon II, Inc., through Ordinance No. 3260, approved and adopted by the City Council following a second reading on April 7, 2021.

**Section 2.** Following Council action, the franchise holder informed the City that it had erred in advising the City that all Comcast entities in Oregon were domiciled in Delaware requiring identification of the franchise holder as Comcast of Delaware II, Inc.

**Section 3.** A scrivener's error was made in section 4.8. An earlier version of a franchise agreement was used as a template which had language that has been made obsolete due to a change to FCC regulations. Section 4.8 is revised in the correcting ordinance.

**Section 4.** To correct the scrivener's error, an ordinance correcting Ordinance No. 3260 is necessary.

**Section 5.** Ordinance No. 3260 is scheduled to become effective on May 7, 2021, however, Comcast of Oregon II, Inc. is not able to legally sign the franchise agreement under the name Comcast of Delaware II, Inc., keeping the prior franchise adopted through Resolution No. 1460 in effect until replaced by this ordinance.

**Section 6.** Ordinance No. 3260 is hereby corrected by replacing Comcast of Delaware II, Inc. with Comcast of Oregon II, Inc. in each place that it is stated within the Ordinance.

**Section 7.** The final corrected version of the Cable Television Franchise Agreement is attached hereto and made a part hereof by this reference.

Read the first time:	May 5, 2021
Read the second time:	May 19, 2021

**APPROVED AND ADOPTED** this 19<sup>th</sup> day of May 2021, by the following vote:

Ayes:

Nays:

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

ATTEST:

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

**CABLE TELEVISION  
FRANCHISE AGREEMENT**

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

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

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ATTACHMENT A – CUSTOMER SERVICE

## SECTION 1. PURPOSE AND INTENT

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

## SECTION 2. DEFINITIONS

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

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

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



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

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

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

- (B) “Gross Revenues” shall **not** include:
- Actual Cable Services bad debt write-offs, except any portion that is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total Grantee revenues within the Franchise Area;
  - Any taxes and/or fees on services furnished by Grantee imposed on Subscribers by any municipality, state or other governmental unit, provided that the Franchise fee and PEG fee shall not be regarded as such a tax or fee;
  - Launch fees and marketing co-op fees; and,
  - Unaffiliated third party advertising sales agency fees or commissions which are reflected as a deduction from revenues, except when Grantee acts as a principal as specified in paragraph (A) immediately above.
- (C) To the extent revenues are derived by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card prices for such components. Revenues from late fees shall be allocated as described herein. Except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the Franchise Area. The Grantor reserves its right to review and to challenge Grantee’s calculations.
- Example: Prior to any bundle-related price reduction, if Cable Service is valued at 50% of the total of the services to be offered in a bundle, then Cable Service is to be valued and reported as being no less than fifty percent (50%) of the price of the bundled service total.
- (D) Grantee reserves the right to change the allocation methodologies set forth in paragraph (C) above to meet standards mandated by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange City (“SEC”). Grantor acknowledges and agrees that Grantee shall calculate Gross Revenues in a manner consistent with GAAP where applicable; however, the Grantor reserves its right to challenge Grantee’s calculation of Gross Revenues, including Grantee’s interpretation of GAAP and Grantee’s interpretation of FASB, EITF and SEC directives. Grantee agrees to explain and document the source of any change it deems required by FASB, EITF and SEC concurrently with any Franchise-required document at the time of submittal, identifying each revised Section or line item.
- (E) Grantor agrees and acknowledges that Grantee shall maintain its books and Records in accordance with GAAP.

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

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

### **SECTION 3. GRANT OF FRANCHISE**

#### **3.1** **Grant.**

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

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

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

**3.3 Duration.** The term of this Agreement and all rights, privileges, obligations, and restrictions pertaining thereto shall be from the Effective Date of this Agreement through \_\_\_\_\_, 2031, unless extended or terminated sooner as hereinafter provided.

**3.4 Effective Date.** The Effective Date of this Agreement shall be \_\_\_\_\_, 2021 unless Grantee fails to file an unconditional written acceptance of this Agreement and post the security required hereunder by Section 6.4. Grantee shall accept this Agreement within forty-five (45) days of the Effective Date, unless the time for acceptance is extended by Grantor. In the event acceptance does not take place, this Agreement shall be voidable at the reasonable discretion of Grantor, and any and all rights of Grantee to own or operate a Cable System within the Franchise Area under the express terms of this Agreement shall be of no force or effect.

**3.5 Franchise Nonexclusive.** This Agreement shall be nonexclusive, and is subject to all prior rights, interests, agreements, permits, easements or licenses granted by Grantor to any Person to use any Street, Public Rights of Way, easements not otherwise restricted, or property for any purpose whatsoever, including the right of Grantor to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. Grantor may, at any time, grant authorization to use the Public Rights of Way for any purpose not incompatible with Grantee's authority under this Agreement and for such additional Franchises for Cable Systems as Grantor deems appropriate subject to Section 3.6 below.

**3.6 Grant of Other Franchises.** The Grantee acknowledges and agrees that the Grantor may be required by federal law, and reserves the right, to grant one or more additional franchises to provide Cable Service within the Franchise Area. If any additional competitive franchise is granted by the Grantor to provide Cable Service in the Grantee's Franchise Area pursuant to the Cable Act, which franchise contains material terms and conditions that are more favorable or less burdensome terms or conditions than this Franchise Agreement, then, except to the extent that state or federal laws or regulations permit or require more favorable or less burdensome terms or conditions, the Grantor agrees that it shall amend this Franchise to ensure that, considering all the circumstances including any limitations on its regulatory authority, the material provisions of such other franchises and this Franchise are, taken together, materially equivalent to the extent required by law. "Material terms and conditions" include, but are not limited to: franchise fees; insurance; system build-out requirements; performance bonds or similar instruments; Public, Educational and Government Access Channels and support; customer service

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

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

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

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

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

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

## **SECTION 4. FRANCHISE FEE AND FINANCIAL CONTROLS**

### **4.1 Franchise Fees.**

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

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

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

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

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

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



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

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

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

**4.8 Franchise Fee Payments.** No term or condition in this Agreement shall in any way modify or affect Grantee's obligation to pay Franchise fees related to Cable Services to Grantor in accordance with applicable law.

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

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

**4.11 Payment on Termination.** If this Agreement terminates for any reason, the Grantee shall file with the Grantor within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The Grantor reserves the right to satisfy any remaining financial obligations of the Grantee to the Grantor by utilizing the funds available in a performance bond or other security provided by the Grantee.

## **SECTION 5. ADMINISTRATION AND REGULATION**

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

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

## **SECTION 6. FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Insurance Requirements.**

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

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

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

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

### 6.3 **Indemnification.**

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

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

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

#### 6.4 **Performance Bond.**

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

### SECTION 7. CUSTOMER SERVICE

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

### SECTION 8. REPORTS AND RECORDS

#### 8.1 **Open Records.**

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

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

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

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

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

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

#### **8.4 Complaint Files and Reports.**

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

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

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

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

### **SECTION 9. PROGRAMMING**

#### **9.1 Broad Programming Categories.**

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



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

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

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

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

**9.3 Continuity of Service.**

(A) It shall be the right of all Subscribers to continue to receive Cable Service from Grantee insofar as their financial and other obligations to Grantee are satisfied. Subject to the force majeure provisions of Section 5.4 of this Agreement, Grantee shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances.

(B) In the event of a change in ownership, or in the event a new Cable Operator acquires the Cable System in accordance with this Agreement, Grantee shall cooperate with Grantor and such new Cable Operator in maintaining continuity of service to all Subscribers.

## **SECTION 10. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

(A) **Designated Access Providers.**

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

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

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

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

**(B) Channel Capacity.**

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

**(C) Support for Access Costs.**

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

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

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

## SECTION 11. GENERAL STREET USE AND CONSTRUCTION

### 11.1 **Construction.**

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

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

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

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

**11.3 Relocation.**

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

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

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

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

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

#### **11.5 Maintenance and Workmanship.**

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

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

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

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

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

#### **11.11 Undergrounding of Cable.**

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

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



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

**11.14 Standards.**

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

**SECTION 12. SYSTEM DESIGN AND STANDARDS**

**12.1 Subscriber Network.**

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

**12.2 Test and Compliance Procedures.**

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

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

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

### **SECTION 13. SERVICE EXTENSION, CONSTRUCTION, AND INTERCONNECTION**

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

#### **13.2 Service Availability.**

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

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

(B) Grantee shall provide such service:

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

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

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

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

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

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

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

## **SECTION 14. FRANCHISE VIOLATIONS; REVOCATION OF FRANCHISE**

### **14.1 Procedure for Remedying Franchise Violations.**

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

from the date of receipt of such notice to:

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

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

#### **14.2 Liquidated Damages.**

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

has been cured;

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

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

### **14.3 Revocation.**

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

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

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

#### **14.4 Relationship of Remedies.**

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

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

#### 14.5 **Removal.**

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

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

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



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

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

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

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

## **SECTION 15. ABANDONMENT**

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

**15.2 What Constitutes Abandonment.**

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

## **SECTION 16. FRANCHISE RENEWAL AND TRANSFER**

**16.1 Renewal.**

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

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

## **16.2 Transfer of Ownership or Control.**

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

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

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

## **SECTION 17. SEVERABILITY**

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

## **SECTION 18. MISCELLANEOUS PROVISIONS**

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

### **18.2 Dispute Resolution.**

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

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

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

### 18.3 **Notices.**

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

Comcast of Oregon II, Inc.  
Attn: Government Affairs  
11309 SW 68<sup>th</sup> Parkway  
Tigard, OR 97223

with copy to:

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

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

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

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

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

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

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

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

COMCAST OF OREGON II, INC.

CITY OF ST. HELENS, OREGON

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

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

Its \_\_\_\_\_

Its \_\_\_\_\_

## Attachment A CUSTOMER SERVICE

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

### 1. Definitions

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

### 2. Telephone Availability

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

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

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

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

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

### **3. Installations and Service Appointments**

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



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

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

#### **4. Service Interruptions and Outages**

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

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

## **5. Subscriber Complaints Referred by Grantor**

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

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

## 6. Billing

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

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

## **7. Deposits, Refunds and Credits**

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

## **8. Rates, Fees and Charges**

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

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

## **9. Disconnection/Denial of Service**

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

## **10. Communications with Subscribers**

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

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

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

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

City of St. Helens  
**ORDINANCE NO. 3266**

AN ORDINANCE AMENDING THE ST. HELENS MUNICIPAL CODE  
 TO CREATE CHAPTER 13.30 RELATING TO A PUBLIC SAFETY FEE

**WHEREAS**, the City Council has determined additional funds are necessary for maintaining and operating the City's Police Department; and

**WHEREAS**, the City Council desires to acquire, improve, replace and/or construct one or more public safety facilities to benefit the residents, businesses, and visitors of the City; and

**WHEREAS**, the City Council has determined that the creation of a public safety fee on all utility accounts within the City would provide the necessary funding of expenses relating to the City's public safety facilities.

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

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

**Section 2.** Chapter 13.30, as set forth on Exhibit A, attached hereto and incorporated herein, is hereby added to the St. Helens Municipal Code.

**Section 3.** Effective Date. This ordinance shall take effect 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: May 5, 2021  
 Read the second time: May 19, 2021

**APPROVED AND ADOPTED** this 19<sup>th</sup> day of May 2021, by the following vote:

Ayes:

Nays:

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

ATTEST:

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



## EXHIBIT A

### Chapter 13.30 St. Helens Public Safety Fee

**Sections:**

<b>13.30.010</b>	<b>Short Title</b>
<b>13.30.020</b>	<b>Purpose and Intent</b>
<b>13.30.030</b>	<b>Definitions</b>
<b>13.30.040</b>	<b>Creation and Imposition of Public Safety Fee</b>
<b>13.30.050</b>	<b>Collection of Fee</b>
<b>13.30.060</b>	<b>Administration</b>
<b>13.30.070</b>	<b>Use of Funds</b>
<b>13.30.080</b>	<b>Appeal Process</b>
<b>13.30.090</b>	<b>Enforcement</b>

**Sections:**

<b>13.30.010</b>	<b>Short Title</b>
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The provisions of this Chapter shall be known and may be cited as the “City of St. Helens Public Safety Fee Ordinance”.

#### **13.30.020 Purpose and Intent**

1) The purpose of the public safety fee is to provide additional funding to safeguard, facilitate and encourage the health, safety and welfare of the residents, businesses and visitors of the City as well as maintaining and operating the City of St. Helens police department.

2) The intent of the public safety fee is to provide a funding mechanism to pay for the benefits conferred on residents, businesses and visitors of the City, including expenditures related to the acquisition, improvement, replacement and/or construction of public safety facilities.

#### **13.30.030 Definitions**

1) "Developed Property" means a lot, parcel or tract of real property that is used for as a dwelling unit (as defined by Title 17 of the St. Helens Municipal Code), business or other activity in the city.

2) “Person” means a natural person, unincorporated association, tenancy in common, partnership, corporation, limited liability company, cooperative, trust, governmental agency (including the state of Oregon but excluding the city of St. Helens), or other entity in law or in fact.

3) "Public Safety Facility" means site improvements, parking lots, green space, sidewalks and buildings associated with a new or existing public safety building.

4) “Responsible Party” means the person owing the public safety fee. Unless another responsible party has agreed in writing to pay the public safety fee, and a copy of that writing is filed with the city, the person paying the city’s utility charges is the responsible party. If there is no service to or billing for the developed property, or if service or billing has been discontinued, the responsible party is the person(s) having the right to occupy the property.

#### **13.30.040      Creation and Imposition of Public Safety Fee**

1) The City Council hereby establishes and imposes a Public Safety Fee to be paid by the Responsible Party of any Developed Property within the corporate limits of the City.

2) The Public Safety Fee shall be set at a uniform rate and applied to Developed Property.

3) Rates, fees and other charges for the Public Safety Fee, including, but not limited to, delinquent fees, shall be set or amended by City Council in a public forum after considering a staff report to provide an overview and allowing for public comments and testimony. City Council shall pass a rate resolution after the forum.

4) The City Council shall review the amount of the Public Safety Fee annually prior to the adoption of the City’s annual budget.

#### **13.30.050      Collection of Fee**

1) The Public Safety Fee is independent of and in addition to existing fees and charges imposed as part of the City’s standard utility rates. The Public Safety Fee will be included with the City’s utility bill as a separate and distinct charge.

2) The Public Safety Fee shall be due and payable at the same time and in the same manner and method as the City’s utility bill and associated charges, as provided for under SHMC 13.02.060.

3) Vacant and undeveloped property within the City are exempt from the Public Safety Fee until such time that the City receives a request for utility services or issues a building permit.

#### **13.30.060      Administration**

The City Administrator shall be responsible for the administration of the Public Safety Fee, including the development of administrative procedures, administration of fees, and all other activities related to the purpose of the Public Safety Fee.

#### **13.30.070      Use of Funds**

All funds collected by the City from the Public Safety Fee shall be deposited into a separate and distinct account for the purpose of funding the acquisition, improvement, replacement and/or construction of public safety facilities. The fees paid and collected by virtue of this chapter shall not be used for general or other governmental or proprietary purposes of the City, except to pay

for the equitable share of the cost of accounting, management and government which is attributable to the public safety fee.

### **13.30.080 Appeal Process**

- 1) A Responsible Party aggrieved by a decision required or permitted to be made by the City Administrator under this chapter may appeal the decision to the City Council in accordance with this section.
- 2) To initiate an appeal, the aggrieved Responsible Party shall file with the City Recorder a written notice of appeal together with a written statement listing how the City erred, including any supporting documentation to justify the appeal.
- 3) The City Council shall make all reasonable attempts to resolve appeals utilizing available existing information, including supporting documentation filed with the appeal, within 30 days of the date the appeal was filed. If, however, more detailed site-specific information is necessary, the City Council may request the Responsible Party provide additional information.
- 4) The City Council shall file a report within 90 days of the date the appeal was filed explaining the disposition of the appeal, along with the rationale and supporting documentation for the decision reached.
- 5) When a Responsible Party disputes an interpretation given by the City as to a property's classification or the Responsible Party's liability for the fee, if the appeal is successful, relief will be reassignment to a more appropriate billing category. In such instances, a refund of fees to the Responsible Party will be limited to any overpayment, retroactive to the filing date of the appeal. In deciding such an appeal, factors to be taken into consideration include, but are not limited to: availability of more accurate information; equity relative to billing classifications assigned to other developments of a similar nature; changed circumstances; and situations uniquely affecting the party filing the appeal.

### **13.30.090 Enforcement**

- 1) In the event funds received for payments on a city monthly utility service bill are inadequate to satisfy in full all of the water, sewer, and public safety charges, credit shall be given first to the public safety fee, second to the sewer service charges, and third to the charges for water service.
- 2) In addition to other lawful enforcement procedures, using the procedures under SHMC 13.02.090, the City may enforce the collection of charges required by this chapter by withholding delivery of water to any premises where the Public Safety Fee is delinquent.
- 3) Notwithstanding any provision herein to the contrary, the City may institute any necessary legal proceedings to enforce the provisions of this chapter, including but not limited to injunctive relief and collection of charges owing. The City's enforcement rights shall be cumulative. If the City commences any legal proceedings to enforce the provisions of this Chapter, and the City prevails, the City is entitled to all fees and costs it incurred, as well as any sum that a court, including any appellate court, may deem reasonable as attorney's fees.



**City of St. Helens**  
**RESOLUTION NO. 1916**

**A RESOLUTION DETERMINING THAT A NUISANCE EXISTS UPON PROPERTY  
 LOCATED AT 367 N. VERNONIA ROAD WITHIN THE CITY OF ST. HELENS AND  
 DIRECTING THAT NOTICE TO ABATE THE NUISANCE BE POSTED ON SAID  
 PREMISES**

**WHEREAS**, St. Helens Municipal Code (SHMC) Section 8.12.070(1)(a) provides that "No person in charge of any premises shall permit: (a) To remain unguarded upon said premises any machinery, automobile bodies or parts thereof, equipment, structures, buildings or other devices having the characteristic of an attractive nuisance or which is liable to attract children;" and

**WHEREAS**, SHMC Section 8.12.150(2) provides that "Keeping of Junk Prohibited. It is hereby determined and declared that the keeping of or allowing of junk to be on or remain out of doors on any public or private premises within the city, unless the same is completely enclosed within a building, is a nuisance and is unlawful;" and

**WHEREAS**, the property located at 367 N. Vernonia Road, St. Helens, Oregon, has been determined by the Code Enforcement Officer to be in violation of one or more provisions of Chapter 8.12 of the St. Helens Municipal Code as described above and therefore a nuisance pursuant to the Code.

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

**Section 1.** The property located at 367 N. Vernonia Road, St. Helens, Oregon, constitutes a nuisance under SHMC Chapter 8.12.070(1)(a) and 8.12.150(2), based on the photographs of the premises, attached hereto and incorporated herein by reference as Exhibit A, and information from the Code Enforcement Officer. Council finds that the photographs show trash, rubbish, debris, and junk. Council hereby directs that the person(s) in charge of the premises located as 367 N. Vernonia Road, shall, within 30 days after such Council determination, remove or abate such nuisance.

**Section 2.** Pursuant to SHMC 8.12.250(10), Council hereby delegates, "If within the time fixed, as provided in this chapter, the nuisance has not been abated by the person in charge of the property, the common Council shall cause the nuisance to be abated." Council further directs that this nuisance be permanently abated within 30 days from the date of this Resolution.

**Section 3.** Council hereby directs a notice to be posted on property located at 367 N. Vernonia Road, St. Helens, Oregon, which contains: a description of the real property, by street address or otherwise; a direction to remove the nuisance within 30 days of the date of the notice; a description of the nuisance; a statement that unless a permanent abatement of the nuisance is performed within 30 days of this Resolution, the City will permanently remove the nuisance and that the costs shall be a lien against the property; and a statement that the person in charge of the property may protest the action by giving notice to the City Recorder within ten (10) days from the date of the notice.

**Section 4.** The City Recorder shall cause a copy of said notice to be forwarded by registered or certified mail, postage prepaid, to the person in charge of the property at the last known address of such person. That notice shall contain all the elements listed in Section 3, supra, that is, the posting. If the person responsible for the nuisance is not the owner, an additional notice shall be sent to the owner, stating that the cost of abatement not paid by the person responsible may be assessed to and become a lien on the property.

**Approved and adopted** by the City Council on March 5, 2021, by the following vote:

Ayes:

Nays:

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Rick Scholl, Mayor

ATTEST:

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Kathy Payne, City Recorder










## COUNCIL ACTION SHEET

<b>To:</b>	The Mayor and Members of City Council	
<b>From:</b>	Sue Nelson, City Engineer	
<b>Date:</b>	5 May 2021	
<b>Subject:</b>	Consultant Selection for Water System Master Plan Update	

### Background:

The last update to the City's Water Master Plan and Water Management and Conservation Plan was completed and adopted in 2013. Since this time, several improvement projects have been completed. The City has experienced growth and is in the process of actively marketing several large properties for development. These potential development properties could include a variety of uses, including residential, commercial, and light industrial.

In the spring of 2021, a Request for Proposals was issued for consulting services to provide an updated master plan for the water system. Four excellent proposals were received from the following firms:


- ✓ Keller and Associates, Salem Oregon
- ✓ Stantec Consulting Services, Inc., Portland, Oregon
- ✓ Tetra Tech, Inc., Portland, Oregon
- ✓ Windsor Engineers, Vancouver, Washington

After reviewing the proposals, interviewing the consultant team members via Zoom, and contacting references on past projects, Keller and Associates was determined to have the experience and resources to provide the information and quality master plan that the City desires. The master plan update is identified in the Capital Improvement Plan in the 2020/2021 Budget and the project will carry over through 2021/2022.

### Recommendation:

Award the Water Master Plan update project to Keller and Associates and authorize the Public Works Director to negotiate a final Scope of Work and cost based on the Consultant's proposal. The final contract will come back to the Council for approval at a future meeting.

## COUNCIL ACTION SHEET

<b>To:</b>	The Mayor and Members of City Council	
<b>From:</b>	Sue Nelson, City Engineer	
<b>Date:</b>	5 May 2021	
<b>Subject:</b>	Award Contract for the ADA Curb Ramp Improvements 2021, No. R-654	

### Background:

Over the past several years, it has been a priority of the Public Works Department to identify intersections with deficient, deteriorated, and/or non-existing ADA ramps and replace or repair these as needed. The most current project focuses on the downtown area, and two locations along pedestrian routes south of Columbia Boulevard, near the St. Helens Middle School and Lewis and Clark Elementary School.

Plans, specifications, and contract documents for repair and/or installation of 8 ADA ramps at seven locations were developed in-house by the Engineering staff and the project was advertised for bids on March 31, 2021. Bids were due by 2:00 PM on Tuesday April 27, 2021. The results are as follows:


<b>FIRM</b>	<b>LOCATION</b>	<b>BID</b>
Turney Excavating, Inc.	Keizer, OR	\$74,425
TFT Construction, Inc.	Scappoose, OR	\$78,286

The estimate for the project was \$70,000 and funds are included in the adopted budget. The funding source is through the Oregon Surface Transportation Block Grant Fund Exchange Program.

### Recommendation:

Award the contract for the ADA Curb Ramp Improvements 2021, No. R-654 to Turney Excavating, Inc. as the lowest responsive bidder and authorize the Mayor to execute a Public Improvement Contract for the ADA Curb Ramp Improvements 2021. Contract will be at the rate prescribed in that firm's submitted bid plus standard contingency.

## COUNCIL ACTION SHEET

<b>To:</b>	The Mayor and Members of City Council	
<b>From:</b>	Sue Nelson, City Engineer	
<b>Date:</b>	5 May 2021	
<b>Subject:</b>	Award Contract for the 2021 Annual Street Striping Project, R-701	

### Background:

The long lines (centerline skips, fog lines, and bike lane striping) on City streets require annual repainting to maintain visibility and reflectivity which requires specialized equipment and materials that the City does not own. This necessary work is contracted out on an annual basis based on competitive quotes from qualified contractors.

Quotes were requested from three qualified contracting firms and were due by 4:00 PM on Tuesday April 27, 2021. The results are as follows:

<b>FIRM</b>	<b>LOCATION</b>	<b>BID</b>
Specialized Pavement Marking, Inc.	Tualatin, OR	\$21,305
Apply-A-Line, LLC	Portland, OR	\$22,620
Hicks Striping and Curbing, Inc.	Brooks, OR	\$25,910

The estimate for the project is \$25,000 and funds are included annually in the adopted budget.

### Recommendation:

Award the contract for the 2021 Annual Street Striping Project to Specialized Pavement Marking, Inc. as the lowest responsive bidder and authorize the Mayor to execute a Materials and Services Contract for the 2021 Annual Street Striping Project, R-701. Contract will be at the rate prescribed in that firm's submitted bid.

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the City of St. Helens, Oregon ("City") and the St. Helens Police Association (SHPA), "Union".


Whereas: The City and Union desire to memorialize the agreement of the parties regarding the date of effectiveness of the salary schedules in the SHPA 2020-2025 contract, now, therefore

The City and Union Understand and Agree to the Following:

1. The City and Union will change the effective date of salary schedules in the 2020-2025 Collective Bargaining Agreement to June 16<sup>th</sup> of each year, starting with the effective salaries for the fiscal year 2021/2022 and through the Collective Bargaining Agreement end date.

This MOU is effective immediately on the last date signed below.

ST. HELENS POLICE ASSOCIATION (Union)

 DYLAN GASTON  
SHPA Union President

CITY OF ST. HELENS

**Rick Scholl, Mayor**

John Walsh, City Administrator

4-12-2021  
Date

Date \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the City of St. Helens, Oregon ("City") and AFSCME Local 1789 ("Union").

WHEREAS, Due to a new payroll system, TYLER Incode, the City would have to manually process every employee's COLA check and it would create a burden on their department.

WHEREAS, The City and Union desire to memorialize the agreement of the parties regarding the date of effectiveness of the salary schedules in the AFSCME and City of St. Helens 2019-2022 contract, now, therefore

The City and Union Understand and Agree to the Following:

1. The City and Union will change the effective date of salary schedules in the 2019-2022 Collective Bargaining Agreement to June 16<sup>th</sup> of each year, starting with the effective salaries for the fiscal year 2021/2022 and through the Collective Bargaining Agreement end date.
2. This agreement is non-precedent setting.
3. This agreement in no way will require members to pay back this additional pay.
4. This agreement shall sunset on June 30<sup>th</sup>, 2022.

This MOU is effective immediately on the last date signed below.

AFSCME LOCAL 1789

*Shidi M Davis*  
AFSCME Local 1789 Union President

CITY OF ST. HELENS

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

\_\_\_\_\_  
Council 75 AFSCME Council Representative

\_\_\_\_\_  
John Walsh, City Administrator

*4-20-2021*  
Date

\_\_\_\_\_  
Date

**City of St. Helens**  
**PERSONAL SERVICES AGREEMENT**

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **Steven Wabschall** (“Contractor”).

**RECITALS**

**A.** The City is in need of consulting services to be in Direct Responsible Charge (DRC), and Contractor is qualified and prepared to provide such services.

**B.** The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

**AGREEMENT**

**1. Engagement.** The City hereby engages Contractor to provide services (“Services”) related to being the DRC, and Contractor accepts such engagement. The principal contact for Contractor shall be **Steven Wabschall**, email **wabschall@hotmail.com**, phone **503-504-5412**.

**2. Scope of Work.** The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

**3. Term.** Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on December 31, 2021. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

**4. Compensation.** The terms of compensation for the initial term shall be as provided in 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 requirements of this Agreement.

**5.4** Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

**5.5** Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

**6. Document Ownership.** Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

**7. Notices.** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

**CITY:** City of St. Helens  
Attn: City Administrator  
265 Strand Street  
St. Helens, OR 97051

**CONTRACTOR:** Steven Wabschall  
32987 NW Bella Vista Drive  
Scappoose, OR 97056

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

**8. Standard of Care.** Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

**9. Consequential Damages.** Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

**10. Insurance.**

**10.1** At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

**10.2** All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.

**10.3** Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

**10.4** At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

**10.5** The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

**11. Termination.** Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.

**12. No Third-Party Rights.** This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

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

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

**15. Indemnification.** Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees,



elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

**16. Governing Laws.** This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

**17. Compliance with Law.**

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

**17.2** Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

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

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

**17.5** Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. N/A]

**18. Confidentiality.** Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

**19. Publicity.** Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

**20. Succession.** This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

**21. Assignment.** This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

**22. Default.**

**22.1** A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

**22.2** Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

**22.3** Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.

**22.4** If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.

**23. Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

**24. Inspection and Audit by the City.**

**24.1** Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

**24.2** The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.

**24.3** This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

**25. Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

**26. Severance.** If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

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

**CITY:**

**CITY OF ST. HELENS**

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

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

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

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

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

**CONTRACTOR:**

**STEVEN WABSCHALL**

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

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

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

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

**ATTACHMENT A**  
**Scope of Work**

## ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence	\$1,000,000	YES/NO
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advertising Injury	\$1,000,000	
		w/umbrella or \$1,500,000 w/o umbrella	
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES/NO
Workers’ Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES/NO
Professional Liability	Per occurrence	\$500,000 or per contract	YES/NO
	Annual Aggregate	\$500,000 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.

Certificates of Insurance shall be forwarded to:

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

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.

## **ATTACHMENT C**

### **Terms of Compensation**

Compensation for Person in Direct Personal Charge (DRC) of the Water Filtration Facility (WFF)

The City of St. Helens is offering \$500 per month for being the DRC and being available by phone to answer questions.

The City is also offering \$50/hour for any time spent at the WFF helping operators and filling out necessary paperwork.

Contracting for Services  
Operation and Maintenance Between

Public Water System Name City of St. Helens, ID # 41-00724 and  
(Operator) \_\_\_\_\_ of  
(Business) \_\_\_\_\_

This third party agreement made this 22<sup>nd</sup> day of April 2021,  
by and between

(Owner name) City of St. Helens,  
(System name) City of St. Helens in Columbia County,  
hereinafter referred to as owner, and  
(Operator name) Steven Wabschall, Cert # 2265 T FE  
of (business) \_\_\_\_\_  
(address), 32987 N.W. Bella Vista Scappoose, OR. 97056  
hereinafter referred to as operator.

The owner desires that the water system be operated by a State of Oregon Certified Water Operator. The Owner intends to supply ample domestic water to all its customers within the service area, both residential and (commercial) for normal uses of such water. The owner intends to provide safe drinking water as well as desirable drinking water to all users within its service area. The Operator agrees to oversee the general maintenance and the daily operation of the water system and all sampling for monthly reporting to the State of Oregon Drinking Water Program. The operator for the purpose of this contract will be the Direct Responsible Charge (DRC).

This agreement may be terminated at anytime for any reason by either party with a thirty-day (30) written notice to the Drinking Water Program. Monetary adjustments may be made as needed with both parties consent. This agreement is in force for three (3) years from the date of system operator certification.

Owner and Operator agree that all services specified in the contract documents will be performed by the operator in accordance with all governmental requirements.

Services



Operator will assume beneficial occupancy and will be in direct responsible charge of the facility, DRC.

Operator must furnish all labor; materials; supplies, equipment, transportation, supervision, technical, professional, and other services for the purpose of treating water and performing duties of distribution for the City of St. Helens, hereinafter referred to as *System*; and must perform all operations and maintenance necessary and required to properly provide services for the service area.

Operator must manage the day to day operations of the System, maintain the System and perform all tasks necessary within the scope of operator's obligations under the contract for the operation and maintenance of the System. Operator must operate and maintain the System according to Oregon State and EPA rules, regulations, codes and policies.

Operator will be available on call 24 hours a day and able to respond within 1 hour of an emergency.

Operator will maintain (their) Oregon drinking water operator certification through continuing education.

Operator will pay for all permits, licenses, certification and other applicable government requirements or governing authority requirements and inspections, as well as furnish any documentation, bonds, security or deposits required to permit operators performance of services.

Operators representative, and any other operator personnel, subcontractor/ subconsultant or other person acting on behalf of operator, may be required when reasonably necessary.

Operator is solely responsible for safely conducting all operation in order to avoid the risk of endangerment to health, bodily harm to persons, and damage to property. Operator will inspect all equipment, materials, and services to discover any condition that might involve risks and for correcting any of those conditions. Operator will immediately notify owner of any known activity, problem or circumstance that threatens or affects the drinking water supply or health, safety or welfare of the users of the drinking water.

Operator will cooperate with owner security requirements, and must promptly comply with any security arrangements.

Operator will undertake remediation in accordance with governmental requirements and make its best reasonable efforts to mitigate problems, and implement any applicable emergency plan.

Operator must maintain records and accounts concerning the operation, maintenance, repair, and equipping of the facility under this contract. Owner will have reasonable and



legally permissible access to all documents, records, and reports from the operator to the State drinking water program. All records must be maintained as specified by Oregon State retention schedules. Operator will have all signatory authority for said reports and other documents, as required under Oregon State drinking water rules.

Agreement acknowledged by signature:

Owner: \_\_\_\_\_

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

Operator: Atkinschell

Date: 4/22/2021

Business: \_\_\_\_\_

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

This contract is subject to public disclosure.

**CONTRACT PAYMENTS**

City Council Meeting  
May 5, 2021

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**David Evans and Associates Inc.**

Project: R-679 Columbia Blvd. Sidewalks (Inv#486170)	\$	118.73
Project: R-687 N. Vernonia Rd. Sidewalks (Inv#486169)	\$	<u>370.21</u>
<b>Total</b>	<b>\$</b>	<b>488.94</b>



**DAVID EVANS  
AND ASSOCIATES INC.**

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

Invoice Number 486170  
Invoice Date April 20, 2021  
PO Number  
Page 1 of 1

Work Beginning 02/28/2021 through 03/27/2021

Manager: Paul Tappana

Project STHN0000-0002: **Columbia Boulevard Sidewalk and Safety Improvements**

		Current Hours	Rate	Current Amount
<b>Contract Work Performed</b>				
Administrative Assistant IV	Alisha Reynaldo	0.20	105.40	21.08
Project Coordinator III	Lara Abrams	1.00	97.65	97.65
<b>Subtotal</b>	<b>Contract Work Performed</b>	<b>1.20</b>		<b>118.73</b>

**Invoice Total**

**\$118.73**

Invoiced by: Alisha Reynaldo

**APPROVED FOR PAYMENT**

INIT	DATE
<i>MB</i>	4-27-21
<i>GR</i>	4-27-21
ACCOUNTS PAYABLE	
FINANCE	
SUPERVISOR	

301-000-53001 \$ 59.37  
205-000-53002 \$ 59.36

Aged Receivables as of 4/9/2021

<u>0 To 30 Days</u>	<u>31 To 60 Days</u>	<u>61 To 90 Days</u>	<u>Over 90 Days</u>	<u>Total Outstanding</u>
\$221.28	\$0.00	\$0.00	\$0.00	\$221.28

Submit payment to: Dept LA 24340 Pasadena CA 91185-4340

**DAVID EVANS AND ASSOCIATES, INC.**  
**Project Billing Budget Summary (by WBS)**  
 Project: STHN00000002  
 Period Ending: 2021-06 (5/1/2021)

Project: STHN00000002  
 As of Period: 202106

Phase	WBS Description	Contract	Billed This	Previously	Billed To Date	Remaining	% Billed	% Completed
		Amount	Period	Billed		Contract		
00101	Project Administration	4,278.00	118.73	5,045.67	5,164.40	(886.40)	121%	55%
00102	Kick-Off Meeting	986.00	-	867.40	867.40	118.60	88%	100%
00103	Quality Assurance and Quality Control	1,290.00	-	-	-	1,290.00	-	-
00201	Collect, Compile and Evaluate Data	329.00	-	143.63	143.63	185.37	44%	50%
00202	Survey and mapping	329.00	-	143.62	143.62	185.38	44%	100%
00301	Preliminary (60%) Design	16,473.00	-	6,523.57	6,523.57	9,949.43	40%	40%
00302	Advance (95%) Design	13,080.00	-	-	-	13,080.00	-	-
00303	Final (100%) Design	4,408.00	-	-	-	4,408.00	-	-
00401	Community Outreach	1,972.00	-	-	-	1,972.00	-	-
00501	Utility Relocations	5,785.00	-	-	-	5,785.00	-	-
SUBKL	KLS Surveying	8,800.00	-	8,795.00	8,795.00	5.00	100%	100%
		<b>57,730.00</b>	<b>118.73</b>	<b>21,518.89</b>	<b>21,637.62</b>	<b>36,092.38</b>	<b>37%</b>	



## **Columbia Boulevard Sidewalk and Safety Improvements: R-679**

### **Progress Report No. 12**

**For the period:  
February 28, 2021 through March 27, 2021**

**April 20, 2021**

**Submitted via email to:**

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

**Prepared by:**

David Evans and Associates, Inc.  
530 Center Street NE, Suite 605  
Salem, Oregon 97301

## **PROGRESS REPORT NO. 12**

For the period February 28, 2021 through March 27, 2021

### **Columbia Boulevard Sidewalk and Safety Improvements: R-687**

**Contract NTP: February 22, 2019**

**Contract End: November 25, 2022**

#### **Contract Values:**

Current Contract NTE: \$57,730.00

Previously Billed: \$21,518.89

Current Billing: \$118.73

Remaining \$36,092.38

#### **Work Performed in Reporting Period:**

- Project coordination and invoicing

#### **Anticipated Upcoming Work**

- Coordinate the potential for the culvert replacement
- Resume sidewalk design



DAVID EVANS  
AND ASSOCIATES INC.

April 20, 2021

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

**SUBJECT: Columbia Boulevard Sidewalk and Safety Improvements  
Invoice and Progress Report No. 12**

Dear Ms. Nelson:

Enclosed is the Invoice and Progress Report No. 12 for Preliminary Engineering (PE) Services for the Columbia Boulevard Sidewalk and Safety Improvements Project. This information covers the period of February 28, 2021 through March 27, 2021.

Please note that there may be some costs associated with the activities performed during this period, which have not yet cleared our accounting system. These costs will be invoiced in the billing period in which they are received.

Please review the enclosed information and let us know how we may modify the data to make it more meaningful to you. If you have questions or need additional information, please call me or my project assistant Lara Abrams at 503-499-0466.

Sincerely,

**DAVID EVANS AND ASSOCIATES, INC.**

Paul Tappana  
Project Manager

PDT:leab  
Enclosures



**DAVID EVANS  
AND ASSOCIATES INC.**

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

Invoice Number 486169  
Invoice Date April 20, 2021  
PO Number  
Page 1 of 1

Work Beginning 02/28/2021 through 03/27/2021  
Project STHN0000-0003: N. Veronia Road Sidewalks

Manager: Paul Tappana

		Current Hours	Rate	Current Amount
<b>Contract Work Performed</b>				
Construction Services Mgr IV	Paul Tappana	0.50	190.78	95.39
Project Accountant II	Lori Hicks	0.20	102.30	20.46
Project Accountant II	Dongyang Liu	0.10	102.30	10.23
Project Coordinator III	Lara Abrams	2.50	97.65	244.13
<b>Subtotal</b>	<b>Contract Work Performed</b>	<b>3.30</b>		<b>370.21</b>

**Invoice Total**

**\$370.21**

Invoiced by: Lara Abrams

APPROVED FOR PAYMENT

INIT

DATE

*[Signature]*

ACCOUNTS PAYABLE

FINANCE

4-27-21

*[Signature]*

SUPERVISOR

4-27-2021

205-000-53019

Aged Receivables as of 4/9/2021

0 To 30 Days

31 To 60 Days

61 To 90 Days

Over 90 Days

Total Outstanding

\$583.92

\$0.00

\$0.00

\$0.00

\$583.92

Submit payment to: Dept LA 24340 Pasadena CA 91185-4340



## DAVID EVANS AND ASSOCIATES, INC.

## Project Billing Budget Summary (by WBS)

Project: STHN00000003

Period Ending: 2021-06 (5/1/2021)

Project: STHN00000003

As of Period: 202106

Phase	WBS Description	Contract Amount	Billed This Period	Previously Billed	Billed To Date	Remaining Contract	% Billed	% Completed
CE11	Project Management	3,496.00	370.21	560.38	930.59	2,565.41	27%	19%
CE21	Construction Inspection	22,097.00	-	408.78	408.78	21,688.22	2%	2%
CE2EX	Construction Inspection Expenses	632.00	-	21.84	21.84	610.16	3%	3%
		26,225.00	370.21	991.00	1,361.21	24,863.79	5%	



## **N. Vernonia Rd. Sidewalks Construction Engineering Services: R-687**

### **Progress Report No. 3**

**For the period:  
February 28, 2021 through March 27, 2021**

**April 20, 2021**

**Submitted via email to:**

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

**Prepared by:**

David Evans and Associates, Inc.  
530 Center Street NE, Suite 605  
Salem, Oregon 97301

## **PROGRESS REPORT NO. 3**

**For the period February 28, 2021 through March 27, 2021**

### **N. Vernonia R. Sidewalks Construction Engineering Services: R-687**

**Contract NTP: December 18, 2020**

**Contract End: June 30, 2021**

#### **Contract Values:**

Current Contract NTE: \$26,225.00

Previously Billed: \$991.00

Current Billing: \$370.21

Remaining \$24,863.79

#### **Work Performed in Reporting Period:**

1. Invoicing

#### **Anticipated Upcoming Work**

1. Project is all constructed. We will close this project out.



DAVID EVANS  
AND ASSOCIATES INC.

April 20, 2021

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

**SUBJECT: N. Vernonia Rd. Sidewalks Construction Engineering Services, R-687  
Invoice and Progress Report No. 3**

Dear Ms. Nelson:

Enclosed is the Invoice and Progress Report No. 3 for Preliminary Engineering (PE) Services for the N. Vernonia Rd. Sidewalks Construction Engineering Services (R-687) Project. This information covers the period of February 28, 2021 through March 27, 2021.

Please note that there may be some costs associated with the activities performed during this period, which have not yet cleared our accounting system. These costs will be invoiced in the billing period in which they are received.

Please review the enclosed information and let us know how we may modify the data to make it more meaningful to you. If you have questions or need additional information, please call me or my project assistant Lara Abrams at 503-499-0466.

Sincerely,

**DAVID EVANS AND ASSOCIATES, INC.**

Paul Tappana  
Project Manager

PDT:leab  
Enclosures

# City of St. Helens Budget Committee

Meeting Minutes

April 2, 2020

**Members Present:** Leah Tillotson, Committee Member  
Claire Catt, Committee Member  
Keith Locke, Councilor

**Members Absent:** Rick Scholl, Mayor  
Doug Morten, Council President  
Ginny Carlson, Councilor  
Stephen R. Topaz, Councilor  
Garrett Lines, Committee Member  
Bill Eagle, Committee Member

**Staff Present:** Matt Brown, Assistant City Administrator  
John Walsh, City Administrator  
Sue Nelson, Public Works Engineering Director  
Margaret Jeffries, Library Director

\*No Quorum Present

**7:00 P.M. - Call Meeting to Order**

## Introductions

### Purpose / Role of Budget Committee

Brown discussed the role of the Budget Committee. The Budget Committee is a standing committee that reviews the proposed budget that is created by the Budget Officer (Matt Brown).

### Process of Budget Committee

Brown said it starts with staff creating a budget based on goals and objectives for the coming year. Meetings are scheduled and notices are published to the newspaper. The Budget Committee meets and goes through the budget fund by fund. Budget Committee meets again and approves the proposed budget and tax levy. The budget then goes to the City Council where a public hearing is held. The Council will then adopt the budget.

Catt asked if Brown will provide a paper copy of the proposed budget. Yes, the document will be distributed once it is completed. It will be delivered or picked up. It will also be available online. Catt asked if the meetings are public. Yes, they are always public and live streamed.

### General overview of Fund Structures

Brown gave a fund structure overview.



## Fund Structure Overview

- Category 1 – General Fund
  - Administration
  - City Recorder
  - City Council
  - Municipal Court
  - Police
  - Library
  - Police
  - Parks
  - Recreation
  - Building
  - Planning
  - General Services
- Category 2 – Special Revenue Funds
  - Community Development
  - Community Enhancement
  - Streets
- Category 3 – SDC Funds
  - Water SDC
  - Sewer SDC
  - Storm SDC
  - Streets SDC
  - Parks SDC
- Category 4 – Enterprise Funds
  - Water
  - Sewer
  - Storm
- Category 5 – Internal Service Funds
  - Major Equipment
  - IT Services
  - Public Works Operations
  - Major Maintenance

Catt, asked if Parks and Trails have their own Committee. She asked if they reviewed the budget before it comes to Budget Committee. Brown said they have access to the document, but the City and Council does not need their approval. Brown said it would be a good recommendation to include the commission members when the budget is released. Locke said they do review plans for parks. It then goes to Sue Nelson. Throughout the year parks commission goes through and prioritizes what they want done. Most of the parks budget is just basic maintenance so that does not change a lot.

**Adjournment** – 7:55 p.m.

Respectfully submitted by Jennifer Johnson, Budget Committee Secretary

# City of St. Helens Budget Committee

Meeting Minutes

April 16, 2020

**Members Present:** Rick Scholl, Mayor  
Doug Morten, Council President  
Leah Tillotson, Committee Member  
Claire Catt, Committee Member  
Keith Locke, Councilor  
Ginny Carlson, Councilor  
Stephen R. Topaz, Councilor  
Garrett Lines, Committee Chair  
Bill Eagle, Committee Member

**Members Absent:** None

**Staff Present:** Matt Brown, Assistant City Administrator  
John Walsh, City Administrator  
Sue Nelson, Public Works Engineering Director  
Brian Greenway, Chief of Police  
Margaret Jeffries, Library Director  
Jennifer Johnson, Accountant  
Jacob Graichen, City Planner

## Called the Meeting to Order

7:00 p.m.

## Election of Budget Chair

**Motion:** Motion made by Eagle and seconded by Morten, to elect Lines as Budget Chair. Voting Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz, Councilor Carlson, Leah Tillotson, Claire Catt, Garrett Lines, and Bill Eagle.

## Approval of Minutes from Previous Year

**Motion:** Motion made by Eagle and seconded by Morten, to approve the minutes for the previous year. Voting Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz, Councilor Carlson, Leah Tillotson, Claire Catt, Garrett Lines, and Bill Eagle.

## Public Comments- Limited to five (5) minutes per speaker

None.

## Budget Review – SDC FUNDS

Brown gave an overview of the SDC Fund Budget. Funds are never expected to fully be dispensed. It's a good idea to have the funds appropriated incase projects do come up.

## Sewer

### Projects Planned

- N. Vernonia Rd. sidewalks. Nelson added half of the funding for this project is eligible for SDC funds.
- Columbia Blvd Sidewalk connecting Gable Rd. to Sykes Rd.
- Improvements to Columbia Blvd. and Sykes Rd. intersection for pedestrian passage.
- Installation of a flashing crossing light Infront of McBride Elementary School. Nelson added this project is a grant project. The matching funding will be SDC funds around \$60,000.

Morten asked about the Strand St. project. Nelson said that area has not been dedicated as a right-of-way yet. It would not be SDC fund eligible.

## Water

Topaz asked if the money for Water SDC's comes from installing new pipes for developments. Nelson said the fees are paid when the lots are developed by the developer.

## Sewer and Storm

Carlson asked why the funds are all allocated. Brown said if they are not allocated you would see unappropriated fund balances. In accordance with the Oregon State Budget Law, once a Budget is approved with unappropriated fund balances if something comes up those funds cannot be used unless there is a state of emergency.

### Future Developments Approved

- Subdivisions
- Large apartment complexes

Graichen added that all the big developments have not slowed down. Building permits and land use permits have been coming in even with a pandemic.

## Parks

- Parks SDC fee \$345,000 for the new apartment complex proposed near Walmart.
- McCormick and Columbia View Park expansion might be SDC eligible.

Streets SDC Page 48		Expenses	
Resources			
Charges for Services	50,000	M&S	750,000
Fund Balance Available	1,500,000	Capital Outlay	800,000
<b>Total Resources</b>	<b>1,550,000</b>	<b>Total Expenses</b>	<b>1,550,000</b>

Sewer SDC Page 50		Expenses	
Resources			
Charges for Services	100,000	M&S	785,000
Fund Balance Available	1,470,000	Capital Outlay	785,000
<b>Total Resources</b>	<b>1,570,000</b>	<b>Total Expenses</b>	<b>1,570,000</b>

Water SDC Page 49		Expenses	
Resources			
Charges for Services	75,000	M&S	400,000
Fund Balance Avail.	840,000	Capital Outlay	515,000
<b>Total Resources</b>	<b>915,000</b>	<b>Total Expenses</b>	<b>915,000</b>

Storm SDC Page 51		Expenses	
Resources			
Charges for Services	30,000	M&S	180,000
Fund Balance Avail.	330,000	Capital Outlay	180,000
<b>Total Resources</b>	<b>360,000</b>	<b>Total Expenses</b>	<b>360,000</b>

Parks SDC Page 52		Expenses	
Resources			
Charges for Services	50,000	M&S	50,000
Fund Balance Available	480,000	Capital Outlay	480,000
<b>Total Resources</b>	<b>530,000</b>	<b>Total Expenses</b>	<b>560,000</b>



## Budget Review – INTERNAL SERVICE FUNDS

### Equipment Fund

Brown pointed out a new miscellaneous general line item for \$200,000 that is part of the new vehicle lease program.

- Parks will be replacing an old mower this year.
- Parks would like to add a shelter for storage.
- New pump station on Old Portland Rd.

Equipment Fund		Page 66	
Resources		Expenses	
Charges for Services	50,000	Personnel Services	273,000
Miscellaneous	200,000	Materials & Services	338,500
Fund Balance Available	489,000	Capital Outlay	35,000
		Contingency	503,500
<b>Total Resources</b>	<b>1,150,000</b>	<b>Total Expenses</b>	<b>1,150,000</b>

#### 20/21 Purchases:

- \$15,000 – Mower for Parks
- \$10,000 – Lean-To Parks Shed at Parks Office
- \$10,000 – Replace Pump, Pump Station #7

### IT Services Fund

Revenue for IT is funded through departmental charges.

- IT infrastructure project. The cost of new equipment is still unknown currently.

Topaz asked if IT equipment could be leased. Brown is unaware of any IT lease options.

IT Services Fund		Page 67	
Resources		Expenses	
Charges for Services	518,000	Personnel Services	140,000
		Materials & Services	340,000
		Contingency	38,000
<b>Total Resources</b>	<b>518,000</b>	<b>Total Expenses</b>	<b>518,000</b>

### Public Works Operations Fund

- Projects and Programs \$75,000 is for GIS upgrades. The map needs to be reflowed and re-digitized. GIS has not been updated since 2001.

Tillotson asked about logging hours spent on Tourism Events. Nelson said it has been tracked in the past but the information has never been used for budget purposes.

## INTERNAL SERVICE FUNDS

PW Operations Fund		Page 68-70	
Resources		Expenses (SUMMARY)	
Charges for Services	2,932,000	Personnel Services	2,826,000
Licenses, Permits, Fees	35,000	Materials & Services	440,000
Fund Balance Available	320,000	Contingency	21,000
<b>Total Resources</b>	<b>3,287,000</b>	<b>Total Expenses</b>	<b>3,287,000</b>

	Engineering (Pg. 69)	PW Operations (Pg. 70)	COMBINED
Personnel Services	450,000	2,376,000	2,826,000
Materials & Services	90,000	350,000	440,000
Contingency			21,000
<b>Total Expenses</b>	<b>540,000</b>	<b>2,726,000</b>	<b>3,287,000</b>

### Major Maintenance Fund

- \$250,000 is the estimated remaining funds on the \$500,000 that was done a couple years ago for park investments.
- \$175,000 for Library
- City Hall is working on façade improvements on the Utility and Court building. This number could change depending on what the City Council would like to spend on façade improvements.
- Police Station is still working on a study. It will be a lengthy process.

Major Maintenance Fund		Page 71	
Resources		Expenses	
Charges for Services	85,000	Capital Outlay	448,000
Fund Balance Available	363,000		
<i>Total Resources</i>	<i>448,000</i>	<i>Total Expenses</i>	<i>448,000</i>

Capital Outlay Projects

Parks	250,000
Library	173,000
City Hall	5,000
Police Station	20,000

## Budget Review – SPECIAL REVENUE FUNDS

### *Community Development Fund*

This fund is managed by Dimsho and Walsh. Specific accounts are set up for economic planning, the industrial business park, riverfront property, and forestry. Tourism will be moving into Community Development. Brown is estimating motel/hotel tax revenue to be a little lower than was adopted due to Covid-19. Grant funds are expected to help with the Master Plan of the Business Park. This Budget was created without anticipating any cuts on the forest property.

Community Development Fund		Page 40-42	
Resources		Expenses (SUMMARY)	
Taxes	100,000	Materials and Services	857,000
Miscellaneous	710,000	Debt Service	276,000
Grants	110,000	Contingency	192,000
Fund Balance Available	405,000		
<i>Total Resources</i>	<i>1,325,000</i>	<i>Total Expenses</i>	<i>1,325,000</i>

Department Expenses	
Dept 721 (Pg. 41) Economic Planning	233,000
Dept 722 (Pg. 41) Business Park	348,000
Dept 723 (Pg. 42) Riverfront	207,000
Dept 724 (Pg. 42) Forestry	65,000
Dept 725 (Pg. 42) Tourism	280,000
Contingency	192,000
<i>Total Expenses</i>	<i>1,325,000</i>

### Community Enhancement Fund

Jeffries mentioned a grant they receive for summer reading that comes in year after year. Those funds are tracked here. Dontations for the library also hit this fund.

- Transitional Housing is a pass through grant that comes in and goes out.

Community Enhancement Fund		Page 43-45	
Resources		Expenses (SUMMARY)	
Charges for Services	2,000	Materials and Services	57,200
Intergovernmental	20,000	Contingency	9,800
Miscellaneous	14,000		
Fund Balance Available	31,000		
<b>Total Resources</b>	<b>67,000</b>	<b>Total Expenses</b>	<b>67,000</b>

Department Expenses	
Dept 705 (Pg. 44) Police	19,000
Dept 706 (Pg. 44) Library	7,200
Dept 716 (Pg. 44) ACC	10,000
Dept 717 (Pg. 45) Transitional Housing	20,000
Dept 718 (Pg. 45) Youth Council	1,000
Contingency	9,800
<b>Total Expenses</b>	<b>67,000</b>

### Street Fund

- Most revenue comes from Motor Vehicle Tax
- Gas Tax is another revenue source.

Carlson expressed concern of the gas tax not being as high due to Covid-19. Brown said the State would most likeley give quarterly reports.

Nelson mentioned a shift of funds from Capital Fund to the Operating Fund based on the recommendations of the auditors. The streets sweeping clean up material costs allocated \$30,000 to do that but unable to do that last year. They anticipate being able to dump this year. Street Sign Replacment Funds were also moved over. The signs must be replaced due to new guidlines.

Streets Fund		Page 46	
Resources		Expenses (SUMMARY)	
Intergovernmental	1,520,000	Personnel Services	558,000
Miscellaneous	15,000	Materials & Services	633,000
Fund Balance Available	725,000	Capital Outlay	585,000
		Debt Service	60,000
		Contingency	424,000
<b>Total Resources</b>	<b>2,260,000</b>	<b>Total Expenses</b>	<b>2,260,000</b>

Adjournment 7:48 p.m.

Respectfully submitted by Jennifer Johnson, Budget Committee Secretary.

ATTEST:

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Garret Lines, Chair  
Administrator

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Matt Brown, Assistant City

# City of St. Helens Budget Committee

Meeting Minutes

April 23, 2020

**Members Present:**

Rick Scholl, Mayor  
 Doug Morten, Council President  
 Leah Tillotson, Committee Member  
 Claire Catt, Committee Member  
 Keith Locke, Councilor  
 Ginny Carlson, Councilor  
 Stephen R. Topaz, Councilor  
 Garrett Lines, Committee Member  
 Bill Eagle, Committee Member

**Members Absent:** None

**Staff Present:**

Matt Brown, Assistant City Administrator  
 John Walsh, City Administrator  
 Sue Nelson, Public Works Engineering Director  
 Brian Greenway, Chief of Police  
 Margaret Jeffries, Library Director  
 Jennifer Johnson, Accountant  
 Shanna Duggan, Recreation Coordinator

7:00 P.M.- Called the Meeting to Order

Public Comments- Limited to five (5) minutes per speaker  
 None.

## **Budget Review – ENTERPRISE FUNDS - Water, Sewer, Storm**

- **Water-**Nelson said there is one project on the horizon, replacing undersized water lines. No unusual things going on. Water Filtration Facility is in the process of upgrading all computer equipment from 2006. They are updating the control system that operates the plant. Brown said there is not much change in materials and services. The Enterprise Funds are higher than normal contingency due to potential development like the riverfront. Ending fund balance will be actual balance after the audit.
- **Sewer-** Forecasted 1% growth rate. Dip in ending fund balance is due to separating the sewer and storm funds. Some ending funds balance was moved out of sewer into storm. Nelson said Waste Water Treatment Plant had scheduled a project to do dredging in primary lagoon. This project has been deferred to next year. Secondary treatment was adjusted 78.6% to 78.2% for Cascades billings.
- **Storm-** Brown pointed out that the last four years in the graph are getting to zero and going negative. He said the City will never get to that point, changes will be made before the numbers and forecast got to that point. Nelson said they have reduced capital expenditures for this upcoming year. Storm improvements is a big focus in the City right now. They are working to

keep those expenses down. Eagle asked about negative numbers. Brown said the City will make some changes before they went negative. Walsh added that changes have been made to billing policies. Some businesses are paying storm fees that were not previously paying. Brown expects an extra \$80-100k in revenue per year. Eagle asked how storm fees are assessed. Nelson said they are fixed fees for duplex and triplex residential. All businesses, apartments, and commercial is based on hard surface square footage.

### Budget Review General Fund

IT Fund charges will increase with replacing the IT network.

- General Fund Revenue

## GENERAL FUND - REVENUE



	2017-18	2018-19	2019-20	2020-21
Resource Allocation Summary	Actual	Actual	Adopted	Proposed
Local Taxes	1,751,125	1,846,810	1,920,000	2,000,000
Intergovernmental	628,302	616,985	663,000	647,000
Grants	26,707	19,558	145,000	-
Charges for Services	3,381,531	3,478,832	3,991,000	4,671,000
Licenses, Permits, Fees	536,977	900,736	623,000	579,000
Fines	358,604	415,328	275,000	217,000
Miscellaneous Revenue	283,851	453,503	282,000	367,000
Transfers	-	242,341	-	-
Fund Balance Available	2,001,302	2,181,542	2,500,000	2,200,000
<b>TOTAL RESOURCES</b>	<b>8,968,399</b>	<b>10,155,636</b>	<b>10,399,000</b>	<b>10,681,000</b>

	2017-18	2018-19	2019-20	2019-20
RESOURCES	Actual	Adopted	Adopted	Proposed
<b>LOCAL TAXES</b>				
Property Tax Revenue	1,716,982	1,793,319	1,875,000	1,970,000
Previously Levied Tax	34,143	53,491	45,000	30,000
<b>TOTAL LOCAL TAXES</b>	<b>1,751,125</b>	<b>1,846,810</b>	<b>1,920,000</b>	<b>2,000,000</b>
<b>INTERGOVERNMENTAL</b>				
Cigarette Tax	16,260	10,179	18,000	15,000
Alcohol Bev. Tax	208,298	212,273	240,000	240,000
Revenue Sharing	133,320	136,181	140,000	140,000
Cannabis Tax	190,175	148,643	110,000	100,000
Intergovern-Revenue	64,290	102,709	140,000	145,000
Columbia City Permits	15,959	7,001	15,000	7,000
<b>TOTAL INTERGOVERNMENTAL</b>	<b>628,302</b>	<b>616,985</b>	<b>663,000</b>	<b>647,000</b>
<b>GRANTS</b>				
Grant - General	-	-	5,000	-
Grant - Police	1,707	2,858	-	-
Grant - Recreation	25,000	500	120,000	-
Grant - Parks	-	16,200	20,000	-
<b>TOTAL GRANTS</b>	<b>26,707</b>	<b>19,558</b>	<b>145,000</b>	<b>-</b>

Brown said this year he is proposing a budget that does not include grants, however that does not mean the City will not receive grants. Likely, the City will receive grants, but he wanted to be conservative. Adjustments will be made for incoming grants.



## GENERAL FUND - REVENUE

	2017-18	2018-19	2019-20	2020-21
Resource Allocation Summary	Actual	Actual	Adopted	Proposed
Local Taxes	1,751,125	1,846,810	1,920,000	2,000,000
Intergovernmental	628,302	616,985	663,000	647,000
Grants	26,707	19,558	145,000	-
Charges for Services	3,381,531	3,478,832	3,991,000	4,671,000
Licenses, Permits, Fees	536,977	900,736	623,000	579,000
Fines	358,604	415,328	275,000	217,000
Miscellaneous Revenue	283,851	453,503	282,000	367,000
Transfers	-	242,341	-	-
Fund Balance Available	2,001,302	2,181,542	2,500,000	2,200,000
<b>TOTAL RESOURCES</b>	<b>8,968,399</b>	<b>10,155,636</b>	<b>10,399,000</b>	<b>10,681,000</b>

RESOURCES	2017-18 Actual	2018-19 Adopted	2019-20 Adopted	2019-20 Proposed
<b>CHARGES FOR SERVICES</b>				
Dockside Services	21,830	8,100	20,000	15,000
Rents	3,000	250	-	-
Recreation Utility Fee	-	-	160,000	165,000
In Lieu of Franchise Fees	901,288	843,316	925,000	970,000
General Fund Support Services	1,562,581	1,862,000	2,036,000	2,646,000
Franchise Tax	892,832	765,167	850,000	875,000
<b>TOTAL CHARGES FOR SERVICES</b>	<b>3,381,531</b>	<b>3,478,832</b>	<b>3,991,000</b>	<b>4,671,000</b>
<b>LICENSES, PERMITS, FEES</b>				
Business License	128,584	138,868	135,000	120,000
Building Permits	87,142	276,333	140,000	160,000
Building Admin Fee	18,258	19,064	22,000	20,000
Plumbing Permits	25,579	35,939	24,000	40,000
Mechanical Permits	30,152	19,385	22,000	20,000
Plan Review Fees	218,170	312,029	160,000	130,000
Non-resident library card fees	7,101	7,574	8,000	5,000
Lien Searches	3,588	9,308	9,000	9,000
Dog License	-	-	-	-
Camping Fees	-	-	-	-
Excise Tax	-	-	-	-
Park Rental Fees	-	10,143	9,000	5,000
Planning Fees	4,074	4,983	30,000	25,000
Police Training Fee	12,852	11,813	14,000	10,000
Recreation Revenue	1,477	55,298	50,000	35,000
<b>TOTAL LICENSES, PERMITS, FEES</b>	<b>536,977</b>	<b>900,736</b>	<b>623,000</b>	<b>579,000</b>

Brown pointed out a larger than normal increase in general support services. This comes from the reallocation of funds from Public Works staff to Parks staff moving salaries and benefits.



## GENERAL FUND - REVENUE

	2017-18	2018-19	2019-20	2020-21
Resource Allocation Summary	Actual	Actual	Adopted	Proposed
Local Taxes	1,751,125	1,846,810	1,920,000	2,000,000
Intergovernmental	628,302	616,985	663,000	647,000
Grants	26,707	19,558	145,000	-
Charges for Services	3,381,531	3,478,832	3,991,000	4,671,000
Licenses, Permits, Fees	536,977	900,736	623,000	579,000
Fines	358,604	415,328	275,000	217,000
Miscellaneous Revenue	283,851	453,503	282,000	367,000
Transfers	-	242,341	-	-
Fund Balance Available	2,001,302	2,181,542	2,500,000	2,200,000
<b>TOTAL RESOURCES</b>	<b>8,968,399</b>	<b>10,155,636</b>	<b>10,399,000</b>	<b>10,681,000</b>

RESOURCES	2017-18 Actual	2018-19 Adopted	2019-20 Adopted	2019-20 Proposed
<b>FINES</b>				
Fines - Library	11,340	7,822	10,000	7,000
Fines	347,264	407,507	265,000	210,000
<b>TOTAL FINES</b>	<b>358,604</b>	<b>415,328</b>	<b>275,000</b>	<b>217,000</b>
<b>MISCELLANEOUS</b>				
Interest Earnings	199,592	383,767	220,000	330,000
Youth Council Revenue	-	436	-	-
Miscellaneous - Parks	13,732	1,879	10,000	5,000
Miscellaneous - Police	14,800	10,967	10,000	5,000
Miscellaneous - General	19,897	15,691	15,000	5,000
Insurance Proceeds	21,859	23,421	20,000	15,000
Donation - Parks	6,500	5,070	-	-
IT Equipment Reserve	-	-	-	-
Reimb - Courts	7,470	10,223	7,000	7,000
Reimb - Police	-	-	-	-
Locke n Donation	-	2,051	-	-
<b>TOTAL MISCELLANEOUS</b>	<b>283,851</b>	<b>453,503</b>	<b>282,000</b>	<b>367,000</b>
<b>TRANSFERS</b>	<b>-</b>	<b>242,341</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCE AVAILABLE</b>	<b>2,001,302</b>	<b>2,181,542</b>	<b>2,500,000</b>	<b>2,200,000</b>
<b>TOTAL RESOURCES</b>	<b>8,968,399</b>	<b>10,155,636</b>	<b>10,399,000</b>	<b>10,681,000</b>

Brown expects things to keep moving along in licenses and permits. Over the last couple years, court revenue has gone up due to collections getting done and changes in operation.

## General Fund Expenses

**GENERAL FUND - EXPENSES**

<b>Administration Department</b>	<b>Page 26</b>
Personnel Services	467,000
Materials & Services	56,000
<i>Total Expenses</i>	<i>523,000</i>

<b>Municipal Court Department</b>	<b>Page 29</b>
Personnel Services	195,000
Materials & Services	230,000
<i>Total Expenses</i>	<i>425,000</i>

<b>City Recorder Department</b>	<b>Page 27</b>
Personnel Services	256,000
Materials & Services	61,000
<i>Total Expenses</i>	<i>317,000</i>

<b>Police Department</b>	<b>Page 31</b>
Personnel Services	3,354,000
Materials & Services	465,000
<i>Total Expenses</i>	<i>3,819,000</i>

<b>City Council Department</b>	<b>Page 28</b>
Personnel Services	60,000
Materials & Services	44,000
<i>Total Expenses</i>	<i>104,000</i>

<b>Library Department</b>	<b>Page 32</b>
Personnel Services	575,000
Materials & Services	280,000
<i>Total Expenses</i>	<i>855,000</i>

- One position moved to Administration Fund. Rachael Barry's position is funded 40% from the Community Development Fund.

It was agreed that a name change from Council Discretionary funds would change to Community Support Funds.

**Court**

- Moving to two full time employees (FTE).

**Police**

Greenway reported that materials and services is high due to new equipment that needs to be purchased such as body cameras and new tasers. Overtime was utilized to cover officers who were out on leave. Carlson asked if they are still low on staff. Greenway confirmed they are.

- Staffing needs to be based on on calls of service. Call volume is more of an indicator then city size.
- Brown, IT services include the new phone system allocation.

That is why there is a large increase in the Library Department. Jeffries reported that the biggest change will be the addition of a maker space in the other wing of the building. Its currently being developed and will be coming online in the fall.

- There is an increase in bank service fees until transition is finished from Springbrook to Incode. They are currently higher then normal bank service fees.



## GENERAL FUND - EXPENSES



<b>Finance Department</b>	<b>Page 33</b>
Personnel Services	585,000
Materials & Services	260,000
<i>Total Expenses</i>	<i>845,000</i>

<b>Planning Department</b>	<b>Page 36</b>
Personnel Services	289,000
Materials & Services	85,000
<i>Total Expenses</i>	<i>374,000</i>

<b>Parks Department</b>	<b>Page 34</b>
Personnel Services	296,000
Materials & Services	161,000
<i>Total Expenses</i>	<i>457,000</i>

<b>Building Department</b>	<b>Page 37</b>
Personnel Services	277,000
Materials & Services	61,000
<i>Total Expenses</i>	<i>338,000</i>

<b>Recreation Department</b>	<b>Page 35</b>
Personnel Services	206,000
Materials & Services	61,000
<i>Total Expenses</i>	<i>267,000</i>

<b>General Services Department</b>	<b>Page 38</b>
Materials & Services	248,000
General Fund Contingency	1,109,000
Unappropriated	1,000,000
<i>Total Expenses</i>	<i>2,357,000</i>

**Finance Department** -Carlson asked if the City receives revenue from the ATM machine outside of City Hall. Brown said it's a small amount that goes into the City's General fund.

### Parks

Carlson asked about revenue from the McCormick Park showers. Nelson said the showers are not coin operated at McCormick. Showers at Columbia Park are coin operated, those funds go into miscellaneous revenue for parks. Carlson asked if the City pays for dumpsters and if they are locked in between pick-ups. Nelson said dumpsters are at parks and by the city docks. Nelson said The Marine Board provides funds every year to help maintain the docks, Sand Island restrooms, and half of the Columbia View Park restrooms. Morten asked about the lease agreement / management of Sand Island. Brown reviewed a revenue line item for Parks in the general fund.

### Recreation

- Recreation Department is adding more youth sports leagues which will generate more revenue.

### Planning Department,

- Public information is used for public hearings, notices and recording fees with the County Clerk.
- Professional Services are used for legal counsel or planning consulting inflated to be safe and have cushion.

Walsh discussed how Graichen and Dimsho secure a lot of grants to benefit the community. Planning added a .4 FTE.

### Building Department

Scholl asked about adding an FTE building inspector. Walsh added they can amend this to include a .5 inspector. He said it would be appropriate to lean off the County's inspector as well. Brown said that position can be added in at any time by the Council.

### General Services Department,

- Nothing surprising in this fund. Contingency is a small amount higher than the previous year to prepare for any potential changes.

The communications position was discussed. The workload is high for that position resulting in overtime.

**Adjournment** – 7:35 p.m.

Respectfully submitted by Jennifer Johnson, Budget Committee Secretary

ATTEST:

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Bill Eagle, Chair

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Matt Brown, Assistant City Administrator

# City of St. Helens Budget Committee

Meeting Minutes

April 30, 2020

**Members Present:** Rick Scholl, Mayor  
Doug Morten, Council President  
Leah Tillotson, Committee Member  
Claire Catt, Committee Member  
Keith Locke, Councilor  
Ginny Carlson, Councilor  
Stephen R. Topaz, Councilor  
Garrett Lines, Committee Member Chair  
Bill Eagle, Committee Member

**Members Absent:** None

**Staff Present:** Matt Brown, Assistant City Administrator  
John Walsh, City Administrator  
Sue Nelson, Public Works Engineering Director  
Brian Greenway, Chief of Police  
Margaret Jeffries, Library Director  
Jennifer Johnson, Accountant  
Shanna Duggan, Recreation Coordinator

**Other:** Sarah, From Restorative

7:00 P.M.- Called the Meeting to Order

**Public Comments-**

Limited to five (5) minutes per speaker  
None

**Public Hearing for State Shared Revenue-**

7:02 P.M- Public Hearing was opened by Lines.

**Public Hearing Comments-**

None

**Motion:** Motion made by Eagle and seconded by Morten, to receive State Shared Revenue for General Fund use in FY 2020/2021. Voting Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz, Councilor Carlson, Leah Tillotson, Claire Catt, Garrett Lines, Bill Eagle.

**Approval of Property Tax Rate-**

**Motion:** Motion made by Scholl and seconded by Carlson to approve for FY 2020/2021, a property tax rate of \$1.9078 per \$1,000 of assessed value for General Fund property taxes for taxes levied by the City of St. Helens permanent rate. Voting Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz, Councilor Carlson, Leah Tillotson, Claire Catt, Garrett Lines, Bill Eagle.

**Approval of Proposed 2020/2021 Budget-**

**Motion:** Motion made by Eagle and seconded by Scholl to approve expenditures for FY 2020/2021 in the amount of \$43,121,000 and to establish the maximum expenditures for each fund as shown on FY 2020/2021 proposed budget expenditures summary by fund.

**Discussion:**

- Carlson asked Citizens worried about budget expenditures. Walsh added that the City feels confident with current state of the pandemic that the City will not be hit as hard as other businesses might be. He added that there are several positions unfilled to add a buffer.
- Tillotson added that Brown has add a lot of things to this budget more so than last year. He shows an accurate picture of each departments budget by dividing staff ect. Tillotson feels strongly that the money that comes from tourism and community development should be split out and more accurately shown. Public Works and the Police Department hours should be recorded. She would like hours documented that are spent on Tourism events. Tillotson feels strongly about adding the line items into the budget. Morten added that the information is there and accurate its not shown as a line item in the budget, but it is documented. A report would be more appropriate. Nelson added time is tracked on various events.
- The Budget Committee would like to recommend a summary type report for Tourism and Public Works staff. Tillotson made a recommendation to the Budget Committee that the City separate in the budget on a line item the budget for staffing for Tourism events. Eagle suggested using a percentage of time spent rather than hours or dollars.

Voting Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz, Councilor Carlson, Leah Tillotson, Rachael Barry, Garrett Lines, Bill Eagle.

**Adjournment-** 7:45 p.m.

City Budget Respectfully submitted by Jennifer Johnson, Budget Committee Secretary.

ATTEST:

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Garrett Lines, Chair

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Matt Brown, Assistant City Administrator

# City of St. Helens

## Urban Renewal Agency Budget Committee

**Meeting Minutes** **April 30, 2020**

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**Members Present:** Rick Scholl, Mayor  
 Doug Morten, Council President, Chair  
 Keith Locke, Councilor  
 Ginny Carlson, Councilor  
 Stephen R. Topaz, Councilor  
 Leah Tillotson, Committee Member

**Members Absent:** Bill Eagle, Committee Member  
 Claire Catt, Committee Member  
 Garrett Lines, Committee Member

**Staff Present:** Matt Brown, Finance Director  
 John Walsh, City Administrator

### **8:00 P.M. - Call Meeting to Order**

#### **1) Election of Budget Chair**

Locke nominated Morten for Chair.

**Motion:** Upon Locke's motion and Scholl's second, the Committee unanimously approved Morten for Chair. [Ayes: Scholl, Morten, Locke, Carlson, Tillotson, Topaz; Nays: None]

#### **2) Public Comment**

None.

#### **3) Budget Message for 2020-21 Proposed Budget**

Walsh discussed the budget. He said we are still in the early stages of collecting and it is not quite where he would like to see it. A lot of it hinges on the Armstrong opportunity. Discussions in earlier years about the Urban Renewal District formation. Armstrong was discussing a 40-million-dollar investment with a big piece of machinery that would have jump started the Urban Renewal Agency. The boundary was amended, and that property was taken in. He is hoping for the best moving forward. Not only did that investment not happen Armstrong later announced within six months of that they would be leaving and shutting down.

More information will be coming in future meetings. It has taken a couple of years after Armstrong's departure to catch up.

- \$53,000 Collected in the first year
- Legacy Clinic is now part of the Boundary

- Apartments going in will be part of the Boundary

Walsh and Consultants agree, they anticipate next year to be a lot better. Morten asked about the industrial sector improvements. Yes, Walsh said there will be a new building that will be on the tax rolls.

Walsh explained that the Urban Renewal definition is: The City collects \$1.90 in property tax but also collects all the increment above the frozen base. When a new development comes on, the agency gets all that increment to do projects in the Cities Urban Renewal Plan.

		2017-18	2018-19	2019-20	2019-20	2020-21	2020-21	2020-21
RESOURCES		Actual	Actual	Adopted	EST YE	Proposed	Approved	Adopted
<b>LOCAL TAXES</b>								
801-000-31001	Property Tax - Current	0	51,595	55,000	1,100	1,000	0	0
<b>FUND BALANCE AVAILABLE</b>								
801-000-27500	Fund Balance Available	0	0	50,000	51,595	52,000	0	0
<b>TOTAL RESOURCES</b>		<b>0</b>	<b>51,595</b>	<b>105,000</b>	<b>52,695</b>	<b>53,000</b>	<b>0</b>	<b>0</b>
		2017-18	2018-19	2019-20	2019-20	2020-21	2020-21	2020-21
EXPENDITURES		Actual	Actual	Adopted	EST YE	Proposed	Approved	Adopted
<b>CONTINGENCY</b>								
801-000-58001	Contingency	0	0	105,000	0	53,000	0	0
<b>TOTAL EXPENDITURES</b>		<b>0</b>	<b>0</b>	<b>105,000</b>	<b>0</b>	<b>53,000</b>	<b>0</b>	<b>0</b>

Brown discussed this year's projection. With Armstrong gone \$1100 is anticipated this year as well as next year.

#### 4) Discussion and Approval of 2020-2021 Budget

**Motion:** Upon Scholl's motion and Topaz's second, the Committee unanimously approved the expenditures for FY 2020/2021 in the amount of \$53,000 and to establish the maximum expenditures as shown on the FY 2020/2021 Proposed Budget [Ayes: Scholl, Morten, Locke, Carlson, Tillotson, Topaz; Nays: None]

Scholl said they are being very cautious with that projection. There are other business going up. He looks forward to amending more boundaries. Morten would like to see a meeting in the first quarter of next year.

Carlson added there is a new person working on economic development in our county. Walsh said the Port of Columbia County as well as the Columbia Economic Team have recently gone through some changes in leadership.

11) **Adjournment** – 8:14 p.m.

Respectfully submitted by Jennifer Johnson, Budget Committee Secretary

ATTEST:

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Doug Morten, Chair

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Matt Brown, Assistant City Administrator



Request for Qualifications

# St. Helens Industrial Business Park

## Infrastructure, Design, Construction, and Permit Documents

<https://www.sthelensoregon.gov/administration/page/industrial-business-park-0>

<https://www.sthelensoregon.gov/rfps>





**CITY OF ST. HELENS, OREGON  
REQUEST FOR QUALIFICATIONS  
INFRASTRUCTURE, DESIGN, CONSTRUCTION AND PERMIT DOCUMENTS FOR THE  
ST. HELENS INDUSTRIAL BUSINESS PARK**

The City of St. Helens, Oregon is seeking qualifications from licensed professional Engineering firms with the intent of contracting to submit all necessary permit applications and prepare design and construction documents, specifications, work schedules, construction cost estimates, and construction management services for the St. Helens Industrial Business Park Infrastructure.

Request for Qualifications (RFQ) packets may be obtained by visiting our website at <https://www.sthelensoregon.gov/rfps>

Questions regarding this RFQ should be directed to Matt Brown, Deputy City Administrator, at (503) 366-8227, email [mbrown@sthelensoregon.gov](mailto:mbrown@sthelensoregon.gov) or Mouhamad Zaher, Public Works Director, at (503) 397-3532, email [mzaher@sthelensoregon.gov](mailto:mzaher@sthelensoregon.gov)

Sealed responses for this RFQ will be received by the Deputy City Administrator by **Wednesday May 26<sup>th</sup> 2021 by 3:00 PM**. Responses delivered later will not be accepted. The City of St. Helens is not responsible for delays in delivery.

All responses that are mailed through the USPS shall be addressed to Matt Brown, Deputy City Administrator at 265 Strand Street, St. Helens, OR 97051. Hand-delivered responses shall be delivered to City Hall at 265 Strand Street, St. Helens, OR 97051 by appointment only. To make an appointment to deliver a response, call City Hall at (503) 397-6272.

All responses shall be placed in a sealed envelope which is clearly marked "St. Helens Industrial Business Park." **Responses by email or by fax will not be accepted.**

The City of St. Helens reserves the right to cancel this request or reject any and all proposals submitted or to waive any minor informalities of this call if in the judgment of the City Council the best interest of the City would be served.

Matt Brown  
St. Helens Deputy City Administrator

## 1. INTRODUCTION

St. Helens is a growing community of over 14,000 people located 30 miles north of Portland along U.S. 30. City leaders and community members recognized the need for a change on the waterfront when two large wood product industries left the community after years of declining profitability. Following the closures, the City was left with hundreds of acres of industrial brownfields located on the Columbia River. As underutilized riverfront property zoned industrial, this property provides an incredible opportunity to transform the future of the City.

The City of St. Helens is seeking professional multidisciplinary services as we aspire to activate our 205-acre industrial business park. The vision of our community is to make investments that will unlock the potential of this city-owned property to support employment, drive economic development, and boost the livability of our region. At this time, we are seeking professional services to create an industrial subdivision for Phase 1 of the park, including design work for:

- Transportation network and streetscape
- Water
- Sanitary Sewer
- Stormwater management
- Lot and right-of-way platting
- Parcelization

Documents produced will need to reflect the larger site context and future phases while taking wetland mitigation and site preparation and grading activities into account. Phase 1 includes specific needs from Portland General Electric that will need to be considered as well.

City planning efforts in 2020 included a market analysis, parcelization and infrastructure funding plan for the park; these documents are attached for your reference. We would like to provide the road access and utility services with stubbed connections available to serve Phase 1 parcels 1-4 and 24-28. A description of these parcels is included in the attached parcelization plan. An overview of existing utilities is included in attached map of Phase 1.

The utility infrastructure design should be flexible and able meet the needs of a range of future users. The updated market analysis, included in the parcelization plan, indicates that smaller parcels of 2-5 acres with the potential to be combined into larger 10-20-acre parcels are desirable. This approach also provides the flexibility to accommodate a range of future industrial activities. At this time, the lack of access and infrastructure is the primary development challenge for matching potential users with the site. Most property lines and some rights-of-way will need to be created/reconfigured too. The City expects to develop the site in a phased approach.

The City desires to contract with a qualified firm to produce infrastructure, design, construction and permit documents. These documents will be coordinated with a right-of-way and lot scheme that will be used for subdivision of the phase. Assistance completing a subdivision (replat) for Phase 1 is also desired. The City reserves the right to extend work into additional phases with the selected candidate.

## 2. PROPOSED TIMELINE

The City anticipates the following timeline for receiving and evaluating the proposals and selecting a

consultant for the St. Helens Industrial Business Park Project Design, Construction, and Permit Documents. This schedule is subject to change if it is in the City's best interest to do so.

Advertisement of Request for Proposal	May 6, 2021
Deadline for Consultants to Submit Questions or Changes	May 26, 2021
Deadline to Submit Qualifications	May 26, 2021
Evaluation of Qualifications: Shortlist	May 28, 2021
Presentations/Interviews of Shortlist	June 2021 (TBD)
Refinement of Scope of Work	Summer 2021
Award of Contract	Summer 2021
Commencement of Contract	Summer 2021
Completion of Design Services	Summer 2021
Construction Bid	Fall/Winter 2021/2022
<b>Construction Completion</b>	<b>Fall/Winter 2022/2023</b>

### 3. PROJECT WORK DONE THUS FAR

All documents that the City has prepared for this Project have been included in **Attachment C**. These conceptual documents are subject to change with further documentation of the site conditions and vetting of the project design.

### 4. SUBMITTAL PROCEDURE

Consultants are encouraged to provide clear, concise proposals that contain only information required to respond to the needs of this project. Proposals shall be type written with the body text consisting of at least 12-point. Proposals shall be double sided. One page is one side of a single 8 ½" x 11" sheet.

Proposals should be prepared simply and economically, providing a straightforward, concise presentation of the information requested.

Please submit **five (5)** copies of the proposal and **one (1)** digital submission provided on a flash drive. Sealed responses will be received at City Hall up to the hour of **3:00 p.m., May 26, 2021**.

Responses delivered later will not be accepted. The City of St. Helens is not responsible for delays in delivery. All responses shall be placed in a sealed envelope, which is clearly marked "S. 1st and Strand Streets, Road and Utility Extension Project". **Responses solely by email or fax will not be accepted.**

Hand Delivery or by Mail

City of St. Helens  
 265 Strand Street  
 St. Helens, OR 97051  
 ATTN: Matt Brown

#### **4.1. Acceptance, Rejection, or Award of Proposals**

The City reserves the right to cancel the contract award for the Project at any time before the execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of contract award. The City reserves the right to:

- Accept or reject any or all proposals received as a result of this RFQ.
- To negotiate contract terms with qualified Consultant.
- Take into consideration any or all information supplied by the Consultant in their proposal and the City's investigation into the experience and responsibility of the Consultant. In addition, the City may accept or reject proposals based on minor variations from the stated specifications, when such action is deemed to be in the City's best interest. Further, the City reserves the right to waive informalities in the submitted qualifications.
- Award a contract to that respondent the City determines to be the most responsible and responsive to this RFQ. The successful Consultant shall commence work only after an agreement with the City is negotiated, a contract fully executed, and a notice to proceed has been issued.

The City reserves the right to reject any or all responses received as a result of this Request for Qualifications. Proposals may be rejected for one or more of the following reasons, including but not limited to:

- Failure of the Consultant to adhere to one or more of the provisions established in the Request for Proposals.
- Failure of the Consultant to submit a response in the format specified herein.
- Failure of the Consultant to submit a response within the time requirements established herein.
- Failure of the Consultant to adhere to ethical and professional standards before, during, or following the process.

The City may reject any response not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all responses upon a finding of the City that it is in the public interest to do so.

#### **4.2. Cost of Preparing Proposals**

The City is not liable for any costs incurred by a Consultant in the preparation and/or presentation of a Proposal. The City is not liable for any cost incurred by a Consultant in protesting the City's selection

decision.

### 4.3. Changes to Solicitation by Addenda

The City reserves the right to make changes to the RFQ by written addendum. The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by Addenda.

Addenda, if necessary, will be issued on the City's website, [www.sthelensoregon.gov/rfps](http://www.sthelensoregon.gov/rfps) not later than seven (7) days prior to the RFQ closing date. The City will not mail notice of addenda but shall publish notice of any addenda on the City's website. It is the responsibility of the Consultant to check the webpage for any posted addenda and ensure that the submitted proposal includes said addenda. Questions must be received no later than May 26, 2021. Questions shall be submitted to Matt Brown at [mbrown@sthelensoregon.gov](mailto:mbrown@sthelensoregon.gov).

Consultants are advised to check the City's website regularly for addenda. A prospective Consultant may request a change in the RFQ by submitting a written request via email to [mbrown@sthelensoregon.gov](mailto:mbrown@sthelensoregon.gov). The request must specify the provision of the RFQ in question and contain an explanation of the requested change. All requests for changes to the RFQ must be submitted to the City no later than fourteen (14) calendar days prior to the RFQ closing date.

The City will evaluate any request submitted but reserves the right to determine whether to accept the requested change. Changes that are accepted by the City shall be issued in the form of an addendum to the RFQ.

All addenda shall have the same binding effect as though contained in the main body of the RFQ. No verbal instructions or information concerning the scope of work shall bind the City. Each Consultant is responsible for obtaining all addenda prior to submitting a Proposal. Receipt of each addendum shall be acknowledged on the Proposal Signature Page **Attachment A** as part of the Proposal.

## 5. SUBMITTAL CRITERIA

These instructions were developed to aid in proposal development. They also provide for a structured format so reviewers can systematically evaluate several proposals. Each copy of the proposal package must include all the sections in the order indicated. Attachments should be clearly referenced and identified to facilitate the review process. Each proposal shall not exceed the maximum number of pages for each section below.

- A. **Cover Letter (1 Page Maximum).** Describe the firm, address, telephone number, e-mail address, and the name of the primary project contact. Define lead entity and team members and highlight key components of the team's vision for the project. Indicate the physical location of the office where contract services are to be performed. The letter shall name the person(s) authorized to represent the consultant in any negotiations and the name of the person(s) authorized to sign any contract or agreement, which may result. The letter of interest must be signed by a legal representative of the Consultant firm or institution, authorized to bind the firm or institution in contractual matters. A

statement in the letter shall specifically stipulate that the consultant accepts all terms and conditions contained in the RFP and the Personal Services Agreement (**Attachment B**).

- B. **Project Understanding (1 Page Maximum).** Include information demonstrating your understanding of the Project and the issues that you feel are critical for successful project completion. Identify Project opportunities and constraints.
- C. **Project Team (3 Page Maximum).** Describe the team you plan to assemble for the project and the roles that each member of the team has. Identify the primary contact for the project. Describe how each member of the team (both the firm and individual) will contribute to the successful completion of the project, by listing specific similar projects that each member has worked on. Describe who will be responsible to perform the various tasks, the amount of their involvement (in a specific percentage), and their qualifications. Project team qualifications related to the topics considered or with similar/relevant experience.
- D. **Project Approach (4 Page Maximum).** The proposal should contain a detailed scope of services and technical approach to meet the objectives outlined in Section 1. This section shall include:
- ✓ Description of the tasks and activities, the methodology that will be used to accomplish them, and which team members will work on each task.
  - ✓ Description of the deliverables that would result from each task and activity.
  - ✓ Assessment of permitting process, as well an approach to scoping any necessary tasks and studies which may not be determined at this time.
  - ✓ Identification of points of input and review with staff.
  - ✓ Estimated timeline to complete each task. A graphic demonstrating the timeline is encouraged.
- E. **Relevant Experience (4 Page Maximum).** Provide summaries of no more than **four** projects of similar size and scope that you feel best highlight your specific qualifications. Provide basic data relative to the firm's size, history, personnel, general credits, qualifications, and certifications if relevant. Individual resumes, awards, associations, etc., should be included within this section. Why is your firm the best firm to select for this Project?
- Consultant may submit individual resumes of key staff for this project. Individual resumes are considered an attachment to the Proposal and are not subject to page limitations of this section. However, *please limit each resume length to one page.*
- F. **City Involvement (1 Page Maximum).** Provide a statement outlining anticipated involvement of City staff.
- G. **References (2 Pages Maximum).** Submit name, email, and phone numbers for **five** public clients (preferably for infrastructure, brownfield, industrial business parks).

- H. **Proposal Signature Page.** Attachment A to be signed as acknowledgement of any addendums to this RFQ.

## 6. PROPOSAL SELECTION AND EVALUATION

The City will assign a committee to score, interview, and select the most qualified firm.

The committee will use the following selection process:

1. The RFQ will be reviewed and evaluated using the evaluation criteria below.
2. A short list of qualified candidates will be compiled.
3. The short-listed candidates will be invited to give a presentation and participate in an interview session with the selection committee. Interviews are tentatively scheduled for June 2021.
4. The committee will evaluate the short-listed candidates using the same evaluation criteria as the initial criteria.

This process should result in a recommendation to the City Council for their final decision in June/July 2021. Once a final selection has been made, the City and the chosen consultant shall work jointly to refine a detailed scope of work and contract for services.

### 6.1. Evaluation Criteria

The criteria listed below will be used to evaluate the proposals and determine the short list of candidates, and once presentations/interviews have been held, to determine the most qualified firm.

**Project Understanding (10 points)** – Evaluation of the Consultant’s project understanding. Attention will be given to the Consultant’s analysis of Project opportunities and constraints. How did the Consultant address and issues that are critical for successful project completion?

**Project Approach (10 points)** - Evaluation of consultant’s project approach to accomplish the tasks and deliverables set forth in the Scope of Work. Attention will be given to methodologies that will be used to accomplish the work, including permitting processes, public involvement, and the order and timeline of deliverables.

**Project Team & Relevant Experience (20 points)** - Evaluation of Project Team’s special area of expertise and the quality and relevancy of the projects listed as experience. Review of identified staff roles and specialty skills to ensure they are consistent with project needs. A review of the Consultant's references and proven experience with similar size and scope projects and public agencies. If sub-consultants are proposed, what track record of successful partnership exists?

**Capacity of the Firm (10 points)** - Review of the Consultant's level of staff time dedicated to the work, the proposed timeline for feasibility, quality of the consultant’s completed deliverables on past projects and the quality of service the firm. Evaluate the ability of the firm to respond quickly to tasks and challenges that may arise out of the Project. Are there other projects that may take away from the firm’s

capacity to complete the project on time?



## ATTACHMENT A – PROPOSAL SIGNATURE PAGE

The undersigned hereby submits this Proposal to furnish all work, services systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposal, Personal Services Contract, and associated inclusions and references, specifications, Proposal Form, Consultant response, mutually agreed clarifications, exceptions which are acceptable to the City, and all other Consultant submittals.

The undersigned hereby certifies and represents that the Consultant:

- Has examined and is thoroughly familiar with the Request for Proposal.
- Has examined and is thoroughly familiar with the Personal Services Contract, and agrees to accept the contract terms, and execute such contract upon award.
- Understands that the City reserves the right to accept a proposal or reject all proposals if deemed in the best interest of the City.
- Understands that all information included in, attached to, or required by this RFQ shall be public record subject to disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502.

### Receipt of Addenda

Consultant acknowledges that ADDENDA NUMBERED \_\_\_\_\_ THROUGH \_\_\_\_\_ have been reviewed as part of the Request for Proposal.

### Signature

The Consultant hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

---

CONSULTANT FIRM NAME

---

CONTACT PERSON

---

MAILING ADDRESS, CITY, STATE, AND ZIP CODE

---

FIRM TELEPHONE NUMBER

---

CONTACT PERSON TELEPHONE

---

EMAIL ADDRESS

---

PRINT NAME AND TITLE OF FIRM'S AUTHORIZED  
REPRESENTATIVE

---

SIGNATURE OF FIRM'S AUTHORIZED  
REPRESENTATIVE

---

DATE

**ATTACHMENT B – PERSONAL SERVICES AGREEMENT (SAMPLE)**

**CITY OF ST. HELENS  
PERSONAL SERVICES AGREEMENT**

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and \_\_\_\_\_ (“Contractor”).

**RECITALS**

**A.** The City is in need of consulting services to \_\_\_\_\_, and Contractor is qualified and prepared to provide such services.

**B.** The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

**AGREEMENT**

**1. Engagement.** The City hereby engages Contractor to provide services (“Services”) related to \_\_\_\_\_, and Contractor accepts such engagement. The principal contact for Contractor shall be \_\_\_\_\_, phone \_\_\_\_\_.

**2. Scope of Work.** The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

**3. Term.** Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on \_\_\_\_\_. 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 requirements of this Agreement.

**5.4** Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

**5.5** Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

**6. Document Ownership.** Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

**7. Notices.** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

**CITY:** City of St. Helens  
Attn: City Administrator  
265 Strand Street  
St. Helens, OR 97051

**CONTRACTOR:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

**8. Standard of Care.** Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

**9. Consequential Damages.** Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

## **10. Insurance.**

**10.1** At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

**10.2** All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.

**10.3** Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

**10.4** At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

**10.5** The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

**11. Termination.** Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.

**12. No Third-Party Rights.** This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

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

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

**15. Indemnification.** Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

**16. Governing Laws.** This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

**17. Compliance with Law.**

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

**17.2** Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

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

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

**17.5** Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. \_\_\_\_]

**18. Confidentiality.** Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement.

Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

**19. Publicity.** Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

**20. Succession.** This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

**21. Assignment.** This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

## **22. Default.**

**22.1** A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

**22.2** Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

**22.3** Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.

**22.4** If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.

**23. Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

**24. Inspection and Audit by the City.**

**24.1** Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

**24.2** The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.

**24.3** This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

**25. Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

**26. Severance.** If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

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

**CITY:**

**CITY OF ST. HELENS**

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

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

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

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

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

**CONTRACTOR:**

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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





**PERSONAL SERVICES AGREEMENT (SAMPLE)**  
**ATTACHMENT A**  
**SCOPE OF WORK**

[TBD]

**PERSONAL SERVICES AGREEMENT (SAMPLE)**  
**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 General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	YES/NO
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 If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES/NO
<b>Professional Liability</b>	Per occurrence  Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	YES/NO

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation. Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to:

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

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.

## **ATTACHMENT C – CONCEPTUAL PROJECT PLANS**

1. 3J Consulting - Parcelization Framework Report
2. Maul Foster Alongi – Stormwater Pollution Control Plan
3. ECONorthwest – St. Helens Industrial Business Park Funding Plan

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# St. Helens Industrial Business Park Funding Plan

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December 2020

Prepared for: City of St. Helens

Final Report

**ECONorthwest**  
ECONOMICS • FINANCE • PLANNING

KOIN Center  
222 SW Columbia Street  
Suite 1600  
Portland, OR 97201  
503-222-6060

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# 1. Introduction

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## Purpose and Context

The purpose of this Funding Plan is to communicate *how* and *when the City could fund* infrastructure in the St. Helens' Industrial Business Park (SHIBP). The SHIBP is a 205-acre area, zoned for industrial uses, and situated along the banks of the Multnomah Channel of the Willamette River (see Exhibit 1). The area is located at the former Boise White Paper Mill Site and is identified as a brownfield.

In 2015, the City of St. Helens purchased the former Boise White Paper Mill Site. As it stands today, the SHIBP offers considerable economic development upside. It sits within the City's Urban Renewal District, a federally designated Opportunity Zone, and the South Columbia County Enterprise Zone. The area's proximity to the waterfront, Highway 30, Interstate 5, and other quality of life amenities makes it a choice location for businesses looking to locate or expand operations within the regional economy.

The City is now working on a Master Plan for the SHIBP to facilitate redevelopment and market the area to potential employers. To develop the Master Plan, the City received a technical assistance grant from the Oregon Department of Land Conservation and Development (DLCD) in 2019. The SHIBP Master Plan assesses existing physical conditions and development barriers, summarizes pertinent information from previous plan documents and decisions, defines targeted industrial user types, and provides a framework for parcelization. Importantly, the City also scoped this Master Plan to include a phased infrastructure funding plan (this document).

To date, we understand that the key development barriers in the SHIBP are its environmental, regulatory, and infrastructure conditions. The intent of this Plan is to coordinate solutions to address *infrastructure barriers* by:

- Clarifying how infrastructure will be delivered and funded.
- Coordinating investment responsibilities across a range of public and private partners (i.e., those who will be involved in funding the capital projects needed to allow development of the SHIBP).
- Identifying actions and funding resources to address the infrastructure needs in the SHIBP.

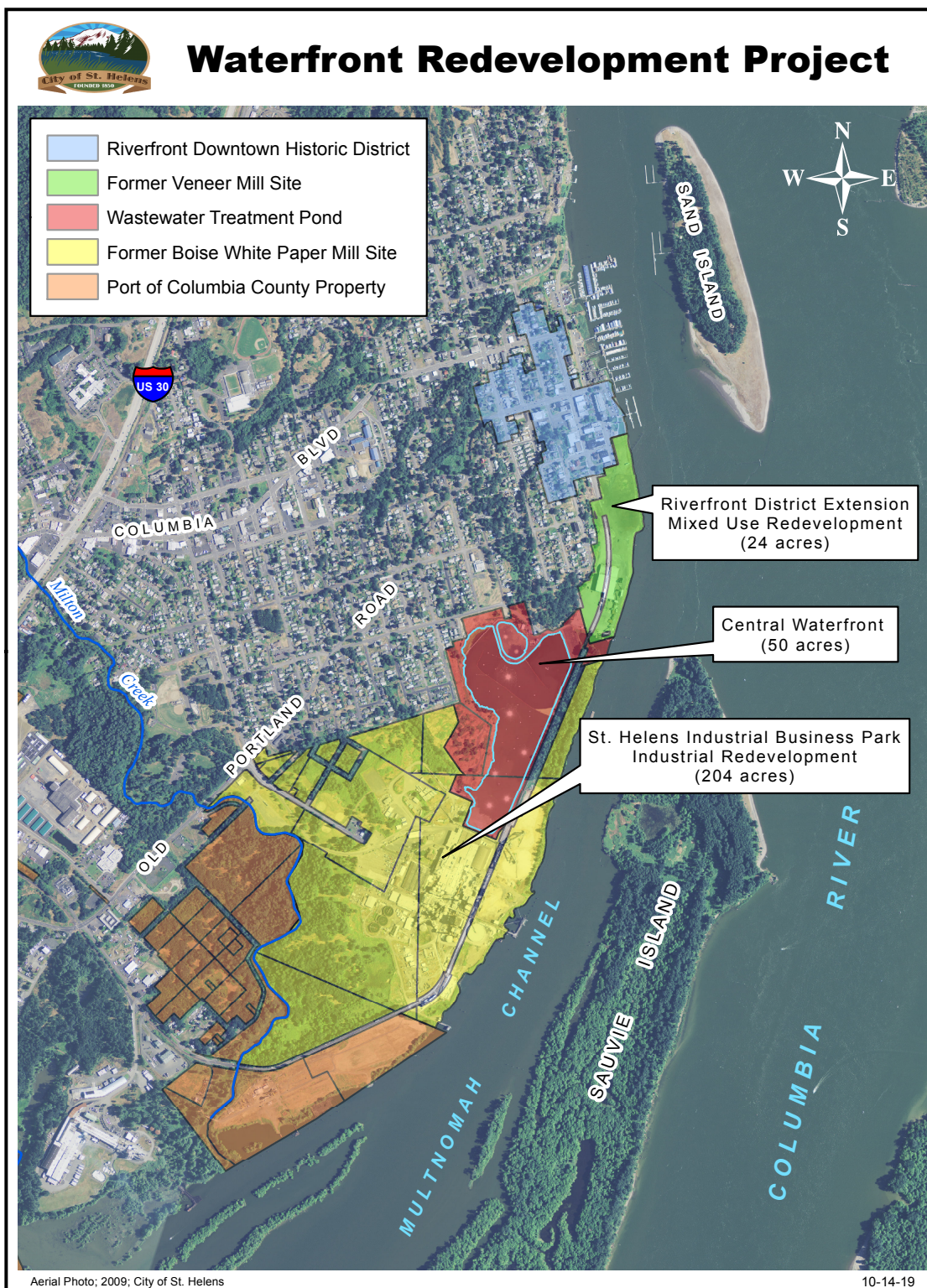
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Because this Funding Plan is a long-range strategy. The City of St. Helens should maintain flexibility to accommodate shifting economic and fiscal conditions over time. To provide a snapshot of the existing conditions at the time of this writing (Fall 2020), this chapter presents important contextual information, including methods used in the analysis.

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## Exhibit 1. St Helens' Industrial Business Park and Surrounding Area

Source: City of St. Helens.



## Findings of the Parcelization Framework

The SHIBP Master Plan’s parcelization framework<sup>1</sup> outlines the intended division of SHIBP land into smaller pieces (parcels) based on the five factors described in the sidebar to the right. To develop the Funding Plan, ECONorthwest used this parcelization scenario to better understand how needed infrastructure for development might be delivered and phased to guide funding strategy decisions and revenue projection assumptions for the entire SHIBP and its sub-areas.

The parcelization framework defined 37 parcels (see Exhibit 2) which comprise open spaces, paved areas, outdoor storage areas, loading areas, ditches, and pipes. There are approximately 20 structures on the site, and several uses currently operate in the area. In addition, 3J Consulting described infrastructure issues, access constraints, and environmental limitations by parcel, which then informed their determination of needed infrastructure and project cost estimates—a key component for this funding plan.

## Findings of the Market Analysis

In 2016, ECONorthwest prepared an economic analysis<sup>2</sup> for the City of St. Helens to assess the potential economic benefits of a new transportation connection from Highway 30 to the City’s waterfront and industrial property.

An updated analysis (2020) was incorporated into the *Parcelization Framework Report* to define the industrial landscape of the area and identify potential users of the SHIBP, including potential users that may locate on the waterfront. The analysis found that the users mostly likely to locate in the SHIBP are those with a small footprint (i.e., in the three- to five-acre range) and those in the light manufacturing sector. The analysis also determined that the users most likely to locate along the SHIBP waterfront are those who can locate in a shallow water area (e.g., maritime, drydock repair, shoreside heavy lift crane, small intermodal facilities, and drilling/dredging support users).

A key conclusion of the market analysis, for purposes of this funding plan, is to:

*“Prioritize infrastructure to key opportunity sites. Multiple interviewees characterized the lack of access and transportation infrastructure as the primary development challenge for matching potential users with sites in Columbia County. Users would prefer to have city water, sewer, and electrical service ready to go at the property line, along with a public access road. Given the range of potential user needs described above, it is not necessary at*

### Five Factors Guiding the Parcelization Framework:

1. Access: ability to provide vehicular access and circulation to the parcels, including semi-trucks with trailers.
2. In-water uses: primarily operate in-water and require small footprint.
3. Utilities: access and capacity to provide utility services to the site.
4. Environmental constraints: sufficient development area on each parcel free of Goal 5 habitat areas.
5. Market factors: a parcel size between two and five acres for small industrial users that can be consolidated for larger uses.

<sup>1</sup> 3J Consulting. (July 22, 2020). *Parcelization Framework Report*, St. Helens Industrial Business Park.

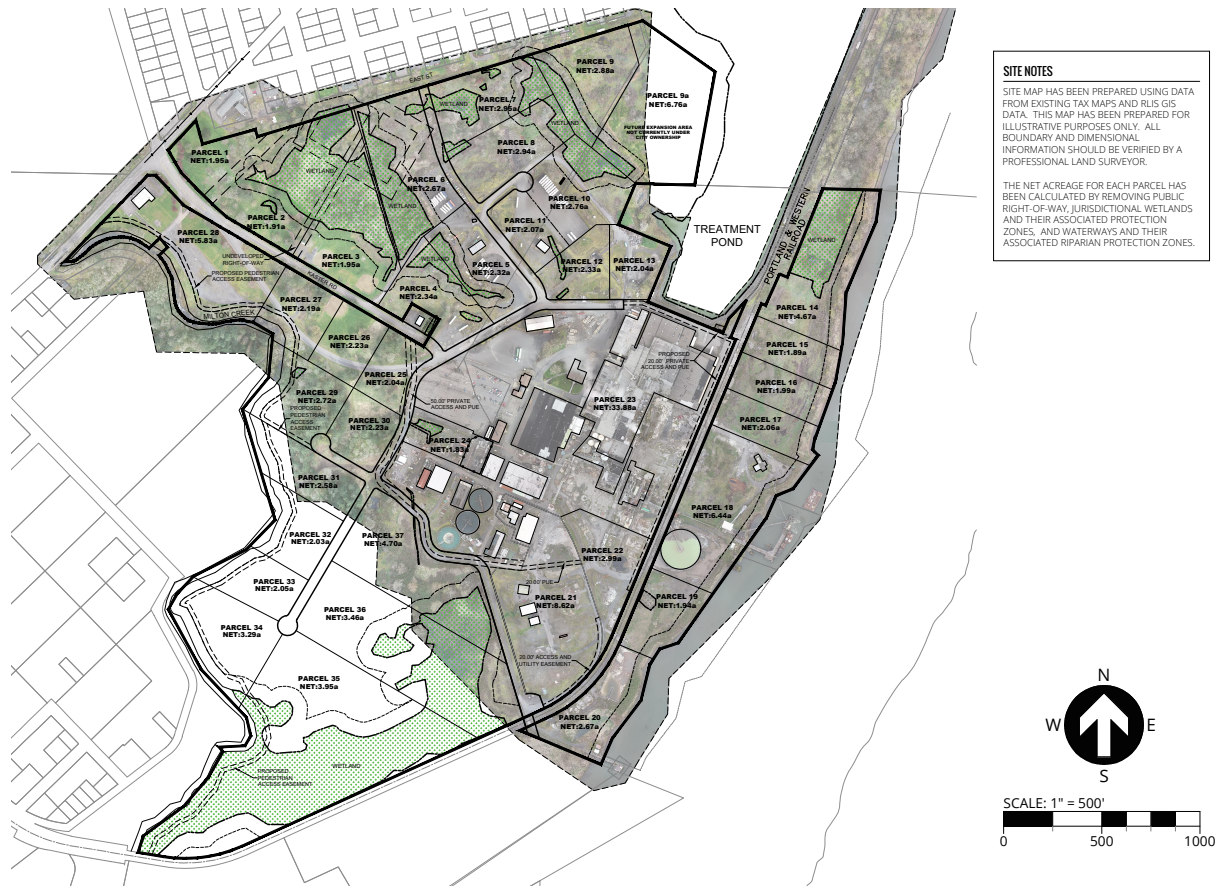
<sup>2</sup> ECONorthwest. (January 25, 2016). *Economic Analysis*, St. Helens Transportation Connection.



*this point to fully flesh out exact lot sizes. Instead, the City can focus on providing the main access road to the site and provide stubbed utilities to serve collections of parcels."*

## Exhibit 2. Parcelization Framework for the St. Helens Industrial Business Park

Source: 3J Consulting. (July 22, 2020). *Parcelization Framework Report*, St. Helens Industrial Business Park, Figure 1. Proposed Parcelization Framework.



## Methods

The steps taken to conduct this analysis were:

- **Analyze the parcelization framework.** This analysis relied on the parcelization framework developed by 3J as part of the Master Plan process. The determination of parcel sizes and potential issues helped to inform funding strategies that were responsive to subarea-specific challenges and land use scenarios in the SHIBP.
- **Assess infrastructure needs and develop a list of projects.** This analysis relied on an infrastructure needs assessment provided by 3J as part of the Master Plan process. This work resulted in a list of specific infrastructure projects with cost estimates by project.
- **Estimate basic revenues.** This analysis estimated the revenue capacity for various funding tools. ECONorthwest worked with City staff to forecast revenue of existing, City sources and relied on the best available data to forecast revenue for potential, new sources.
- **Analyze funding alternatives.** The result of this process is a funding plan that shows how projected revenues can be allocated to projects to cover total costs.

## 2. Infrastructure Funding Options

This chapter identifies and describes various funding mechanisms (tools) and programs that the City may use to fund infrastructure in the SHIBP. The list of potential funding mechanisms accounts for several existing funding tools that the City could use to pay for needed infrastructure. It also identifies potential new tools that could be implemented to address infrastructure costs, in the event that existing sources of revenue are insufficient.

### Funding Options

Infrastructure funding tools and programs documented in this section are organized into three categories. They are: (1) the City's existing sources of revenue; (2) potential revenue sources that the City could access by implementing new, local tools; and (3) potential revenue from external sources that the City could access through a competitive process.

#### Existing Local Funding Sources

The City of St. Helens currently has five existing funding tools that it might use in the SHIBP, described generally below. Exhibit 3 presents important funding and usage implications for each tool.

- **Tax increment financing (TIF).** TIF revenues are generated by the increase in total assessed value in an urban renewal district, from the time the district is first established. When investments in the district are made, property values increase in the district, and the increase in total property taxes is used to pay off bonds (taken out to pay for specific projects/investments in the area). The City's existing urban renewal area overlaps with the majority of the SHIBP. Therefore, the City may use the District's TIF revenues to fund key infrastructure projects in the SHIBP, if they are identified in the urban renewal plan.
- **Timber revenues.** The City owns approximately 2,500 acres of forest land and receives revenue from timber sales. Approximately 40 to 60 acres of timber are cut every one to two years, resulting in some annual fluctuations in revenues received.
- **Site Prep and Grading Revenues.** The City plans to receive limited duration revenues for surplus rock extracted during site preparation and grading of new development in the SHIBP.
- **Ground Leases.** A ground lease is an agreement between a property owner and a tenant that allows a tenant to develop and/or use a piece of property owned by another party. Contingent on lease terms, the tenant is able to operate on the property and/or retain

Per analysis from Tiberius Solutions: Cascade Tissue, a company in the SHIBP which leases land from the City, has an expiring Enterprise Zone tax exemption, which will provide immediate financial capacity via TIF upon expiration.

ownership of the improvements over the lease period (typically 50 to 99 years). The City currently has one ground lease with Cascade Tissue. A portion of this lease payment goes towards the original SHIBP property transaction. The net lease revenue from Cascade Tissue is \$150,000 per year.

- **Property Sales.** The City receives monthly contract payments from the sale of the ACSP parcel (Parcel 21). Fifty percent of the payment is used to pay off the original SHIBP property transaction, resulting in a net payment of \$82,800 per year.

**Exhibit 3. Summary and Details of Existing Funding Sources, 2020 dollars**

Source. ECONorthwest and City of St. Helens.

Mechanism / Revenue Source	Financial Capacity, 2020 dollars*	Revenue Assumptions	Notes
<b>Tax Increment Financing (TIF)</b>	\$27.8m to \$43.6m total in years 1 to 25.  See Exhibit 4 for detailed breakdown.	Tiberius Solutions estimated financial capacity of the St. Helens Urban Renewal District.	No TIF revenues spent to date, and the City does not expect to spend TIF dollars until year 5 - 10 of the planning period. TIF may fund projects within the City's Urban Renewal District and listed in the Urban Renewal Plan.
<b>Timber</b>	Average of \$200,000 per year	This City assumes a modest, sustainable yield harvest every 1 to 2 years. The actual financial return is contingent on market demand, supply, and tree size (volume).	Timber revenues historically went toward the City's Water Fund, and now they go toward the Community Development Fund for economic development and planning activities. Timber revenues are earmarked to fund infrastructure project design and engineering costs.
<b>Site Prep and Grading</b>	\$700,000 in year 1 - 3. Capacity is anticipated to increase over time, a result of additional excavation sites.	A third-party company estimated financial capacity for this source, indicating that revenues may accrue as early as Summer 2021.	No limitations on use of funds. Likely appropriate for Phase 1 infrastructure projects.
<b>Ground Lease</b>	\$150,000 per year	Net lease revenue from Cascade Tissue.	N/A

Mechanism / Revenue Source	Financial Capacity, 2020 dollars*	Revenue Assumptions	Notes
<b>Property Sales and Contract Payments</b>	\$82,800 per year	Net payment from the sale of the ACSP parcel.	N/A

#### Exhibit 4. Estimated Financial Capacity, St. Helens Urban Renewal Area, 2020 dollars

Source: Tiberius Solutions. (July 17, 2020). *City of St. Helens Urban Renewal Financial Update – DRAFT*. Exhibit 17. Capacity Summary, Updated Forecasts, St. Helens URA.

Capacity	Low Estimate	Mid Estimate	High Estimate
<b>Capacity</b>	<b>\$27,800,000</b>	<b>\$33,100,000</b>	<b>\$43,600,000</b>
Years 1-5	\$8,200,000	\$8,200,000	\$8,200,000
Years 6-10	\$6,300,000	\$7,200,000	\$13,500,000
Years 11-15	\$6,600,000	\$8,100,000	\$11,600,000
Years 16-20	\$4,100,000	\$5,600,000	\$7,400,000
Years 21-25	\$2,600,000	\$3,900,000	\$2,900,000



## New Local Funding Sources

The analysis identified several new local funding tools that could be implemented to pay for infrastructure costs. These tools are:

- **Local improvement district (LID).** An LID enables a group of property owners to share the cost of a capital project or infrastructure improvement. It is a type of special assessment district where property owners, within a specific area, are assessed a fee to pay investments that benefit them.<sup>3</sup> An LID may be appropriate for the SHIBP to finance infrastructure that is needed to develop properties within the LID boundary. The LID boundary could be the entire area of the SHIBP or a smaller sub-area.
- **Advanced Finance District.** An Advanced Finance District is a cost sharing mechanism, typically initiated by a developer. It provides a reimbursement method to the developer of an infrastructure improvement, through fees paid by property owners at the time the property benefits from the improvement. A developer applies to create an Advanced Finance District by demonstrating benefit to properties beyond their own. In addition, the size of the improvement must be measurably greater than would ordinarily be required for the improvement.
- **Ground leases and property sale revenues.** A ground lease is an agreement between a property owner and a tenant, where the tenant is permitted to develop a piece of property and then retain ownership of the improvements over the lease period. Relatedly, the City could purchase and improve, and subsequently sell, their property to use the revenue for key projects. It is most likely that the City would sell their property below market-rate to developers of key projects to help achieve redevelopment objectives and catalyze TIF generation in the district. This option increases development feasibility by reducing development costs while giving the public sector leverage to achieve its goals via a development agreement with the developer.

## External Sources

The City may apply for grants or low-interest loans to pay for infrastructure projects. Grants and loans are not included in any of the funding forecasts in this report because they are too project-specific and uncertain to predict. A list and description of grant and low-interest loan programs are documented in Appendix B. As a strategy, the use of external sources allows greater flexibility in using internal funding sources.

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<sup>3</sup> While it is possible for property owners to be subject to fees from an LID and an Advanced Finance District, administrative burden could be reduced and optics could be improved through a more coordinated effort.

## Evaluation of Potential, New Funding Tools

This section presents a high-level evaluation of potential, new funding options (see Exhibit 5). This analysis allows the City to consider the tradeoffs of various tools to determine whether they should be considered for future implementation, should they be needed.

The evaluation used four criteria as benchmarks to compare how the tools fare against one another. The primary criteria are:

- **Legality.** Legality considers whether a new funding tool is currently legal, if it would be too hard to make legal in the time available, or if it would be too complicated to implement because of legal requirements.
- **Financial Capacity.** The amount of money that a funding tool can be expected to generate, based on various assumption about how it is implemented. The ability of a funding mechanism to generate the needed revenue is a key measure of its attractiveness. The amount any mechanism can raise is directly tied to the rate imposed, and the rate imposed is always, at least partially, determined by legality and political acceptability. One may also consider the following subcategories:
  - *Yield.* Different revenue mechanisms will produce different yields. Some mechanisms are unlikely to produce adequate funding to support large capital projects, although they may be sufficient to cover smaller funding needs.
  - *Growth Potential.* The value of a revenue stream's potential for growth over time.
- **Near-term Revenue Availability.** This criteria is associated with financial capacity in that it considers the financial yield a tool could generate early in the planning horizon. This criteria also considers implementation considerations. For example, if a tool takes years to implement, it would not be conducive to funding projects that must be constructed right away.
- **Political Acceptability.** One may think that if a tool is legal, efficient, and fair that it would be politically acceptable. While this is true in some situations, it is not always true. Many times, jurisdictions have pursued the adoption of a funding tool that seemingly scores well on those criteria, only to have their efforts fail because the tool was politically unpopular with elected officials or the public. Thus, this criterion is important to not only understand how each tool scores against technical criteria, but also whether the tool may be politically acceptable when the jurisdiction attempts to implement or use it.

The results of the evaluation are summarized in Exhibit 5. A description of each tool is provided in Chapter 2.

#### Exhibit 5. Funding Tool Evaluation

Source. ECONorthwest.

Tool	Local Improvement District (LID)	Advanced Finance District	Ground Lease and Property Sales
<b>Legality</b>	Local Improvement Districts are legally allowed in Oregon.	Chapter 12.28 of St. Helens' Code enables Advanced Finance Districts for public improvements. It provides a legal mechanism for developers to share project costs with those who benefit from the project.	The City of St. Helens can legally sell or lease properties which they own.
<b>Financial Capacity</b>	Revenue capacity is more of a political question than a technical question. If LIDs covered enough assessed value, and had high enough rates, then they could generate tremendous revenue. But, due to political acceptability, the amount of revenue generated through LIDs tends to be fairly humble.	Financial capacity is based on the project cost(s) in which the district applies. However, individual properties would only become subject to the Advanced Finance District assessments if they connect to the project. Because these districts have a limited duration period, if benefiting properties do not connect to the project within an established period of time (10 years), then the district expires. In these instances, the initial developer who paid the upfront costs loses out on the reimbursements.	<p>The financial capacity of a ground lease or property sale would correspond to the market value of the property. If the City seeks to incent new development, the lease rate or sale price could be reduced below market value to attract priority development.</p> <p>Based on Costar analysis of industrial developed properties in Columbia County between August 2017 and July 2020, the average sale price per square foot of developed property was \$112.86.</p> <p>Based on Costar analysis of current land lease listings and conversations with the Port of Columbia County (2020), an expected land lease transaction price per net acre is between \$17,000 and \$20,000.</p>
<b>Timing of Revenue Availability</b>	Local Improvement District (LID) assessments are due upon project completion. However, LIDs allow for the use of financing options, meaning they are typically established to repay a bond,	Revenues from an Advanced Finance District would accrue over time as development occurs. These districts are a financing mechanism (rather than a funding tool) and are established to pay	A ground lease could provide monthly revenues, while a property sale would provide one lump sum of revenue.

Tool	Local Improvement District (LID)	Advanced Finance District	Ground Lease and Property Sales
	<p>allowing projects to be developed up front and repaid over time.</p> <p>Further, despite the financing mechanism allowing the LID payments to be amortized over time, most property buyers will use bank loans to complete their purchase, and those banks are highly likely to insist on the LID payment being paid in full before entering into a new mortgage (this better protects the bank's investment in the event of a default).</p>	back a land developer who fronts the funds to pay for specific projects up front.	
<b>Political Acceptability</b>	<p>Revenue sources that are not already in use tend to be less politically acceptable than existing sources.</p> <p>The creation of LIDs usually requires extensive political outreach, to garner support from property owners who will be asked to pay for the capital improvement. If property owners believe they will receive tangible benefits from the capital improvement, then the political acceptability is relatively high.</p> <p>However, LIDs that are excessively high may also influence the location decisions of users and financial feasibility of development. Political acceptability of the LID could decline to the extent that LID rates limit business recruitment opportunities.</p>	Individual properties would only become subject to the Advanced Finance District charges (which would be proportional to the benefits they received) if they connect to the project. Thus, political acceptability can be relatively high, if the payments are evaluated from a fairness perspective (i.e. those who benefit from the system, help pay for the system).	The political acceptability of a ground lease or the disposition of city-owned property through a property sale would vary depending on the location of the site, the monies received, and the intended use of the property.

## 3. Funding Plan

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This chapter discusses needed infrastructure projects and their costs, by infrastructure type. The purpose of this chapter is to document the intended funding strategies to pay for those project costs. To help inform those decisions, this chapter begins with a set of funding principles (i.e., objectives).

### Funding Principles

Several funding principles helped to guide the selection of funding strategies and may continue to guide the implementation process. Those principles are:



Promote regional economic development by implementing a funding strategy that targets funds toward the implementation of specific projects that are most likely to spur industrial development in SHIBP.



To demonstrate that SHIBP is a priority to the City, the City will take the lead in catalyzing infrastructure development by contributing existing sources of revenue to key projects.



To the extent possible, the City will take advantage of grants and low-interest loans to offset the need to impose new fees and taxes or divert funds from existing sources.



Promote economic resiliency through economic growth and diversification.

### Infrastructure Funding Needs

This section discusses infrastructure funding needs and costs in the SHIBP. Needs are discussed by infrastructure type, in the order outlined below.

- Transportation
- Water
- Sewer
- Stormwater
- Wetlands Mitigation

## Transportation Infrastructure Needs

Transportation costs in the SHIBP primarily include costs related to collector and local street construction. Exhibit 6 presents transportation cost estimates, totaling \$10,875,680, and Exhibit 7 presents the proposed street layout overlaid on the parcelization plan. Development of transportation infrastructure occurs in three phases:

- **Phase 1:** A primary driver of future development in the SHIBP is development of the collector street from Old Portland Road toward the center of the study area. These improvements, totaling \$2.7 million, unlock many parcels of the SHIBP (delineated in red in Exhibit 7) and will require a sewer pump station and pressure line A. Delivery of local street improvements, totaling about \$912,000, would also occur in Phase 1. It is assumed that parcels 9 and 9a can be accessed with minimal infrastructure improvements.
- **Phase 2:** Phase 2 comprises development of local street improvements in the northern portion of the SHIBP. The local street links with Kaster Road and unlocks parcels five through eight, and ten through 13 (delineated in blue in Exhibit 7). Phase 2 transportation improvements total about \$2.7 million.
- **Phase 3:** Delivery of local streets servicing parcels 29 through 37 as well as parcel 20 and 21 would occur in Phase 3. These improvements total over \$4 million. In addition, development of a centrally located intersection signal will occur in Phase 3 (near parcel 4 and 25). The traffic signal costs \$404,000.

Exhibit 6. SHIBP Transportation Costs (2020 dollars)

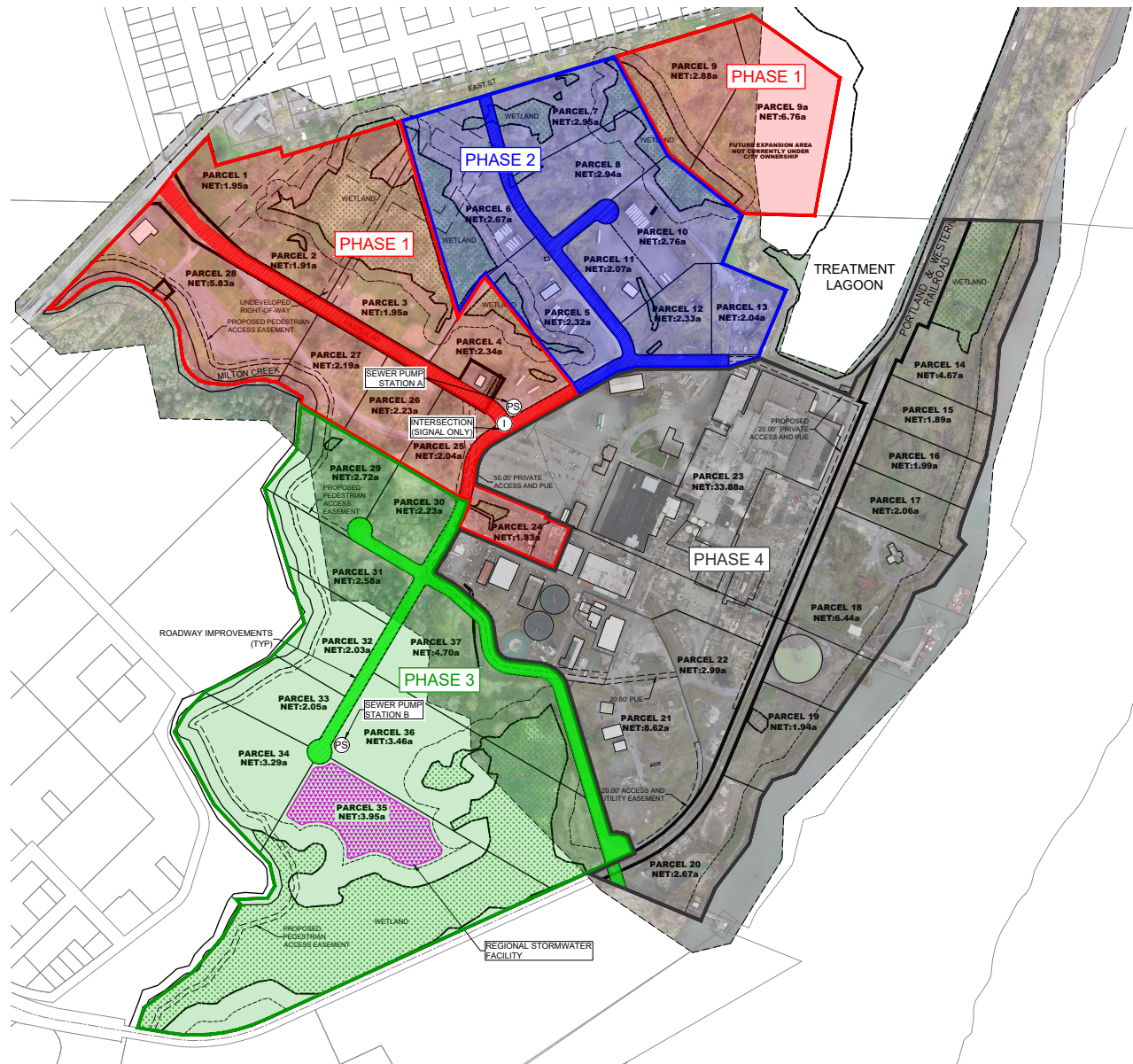
Source: Costs provided by 3J Consulting.

Projects	Project Costs (including General Conditions)			
	Phase 1	Phase 2	Phase 3	Phase 4
<b>Roadway Improvements (Collector)</b>	<b>\$2,654,280</b>	-	-	-
Travel Lanes (16.5-ft width each side)	\$581,760	-	-	-
Curb and Gutter (2-ft each side)	\$90,900	-	-	-
Sidewalk (6-ft width each side)	\$181,800	-	-	-
Landscape Buffer (5-ft each side)	\$109,080	-	-	-
Clear Zone (0.5-ft each side)	\$18,180	-	-	-
Grading and Erosion Control	\$109,080	-	-	-
Rock Excavation	\$1,563,480	-	-	-
<b>Roadway Improvements (Local)</b>	<b>\$912,030</b>	<b>\$2,866,380</b>	<b>\$4,038,990</b>	-
Travel Lanes (15.5-ft width each side)	\$155,540	\$488,840	\$688,820	-
Curb and Gutter (2-ft each side)	\$35,350	\$111,100	\$156,550	-
Sidewalk (5-ft width each side)	\$56,560	\$177,760	\$250,480	-
Landscape Buffer (2.5-ft each side)	\$21,210	\$66,660	\$93,930	-
Grading and Erosion Control	\$35,350	\$111,100	\$156,550	-
Rock Excavation	\$608,020	\$1,910,920	\$2,692,660	-
Intersection (Signal Only)	-	-	\$404,000	-
Rail Crossing	Not Determined	Not Determined	Not Determined	Not Determined
Dock Improvements	*Depends on user*	*Depends on user*	*Depends on user*	*Depends on user*
<b>Total Costs</b>	<b>\$3,566,310</b>	<b>\$2,866,380</b>	<b>\$4,442,990</b>	<b>\$0</b>



# Exhibit 7. Proposed Transportation Network and Phasing Plan in the SHIBP

Source: 3J Consulting, Cost Estimate Map (October 2020).



## Water Infrastructure Needs

The City of St. Helens is responsible for providing water services to the SHIBP. SHIBP water infrastructure projects amount to \$1,575,600 for water utilities (i.e., 8" mains as well as 10" mains along Kaster Road, valves, bends, hydrants) to serve sites along the roadway identified in Exhibit 7.

### Exhibit 8. SHIBP Water Costs (2020 dollars)

Source: Costs provided by 3J Consulting.

Projects	Project Costs (including General Conditions)			
	Phase 1	Phase 2	Phase 3	Phase 4
Water Utilities	\$505,000	\$444,400	\$626,200	-
<b>Total Costs and Revenues</b>	<b>\$505,000</b>	<b>\$444,400</b>	<b>\$626,200</b>	<b>\$0</b>

## Sewer Infrastructure Needs

The City of St Helens is responsible for providing sewer services to the SHIBP. Sewer infrastructure costs total \$3,260,280.

About 37% of those costs are for two sewer pump stations and pressure lines to serve the entire area.<sup>4</sup> The first station (sewer line A) has a sewage capacity of about 30,000 gallons per day (anticipated development is Phase 1). The second station (sewer line B) has a sewage capacity of about 15,000 gallons per day (anticipated development is Phase 3). The pump stations' locations capitalize on the area's gravity-based drainage patterns.

The larger share of sewer infrastructure costs (63%) are for an 8" main, manholes, and lateral sewer utilities to serve sites along the roadway identified in Exhibit 7.

### Exhibit 9. SHIBP Sewer Costs (2020 dollars)

Source: Costs provided by 3J Consulting.

Projects	Project Costs (including General Conditions)			
	Phase 1	Phase 2	Phase 3	Phase 4
Sewer Utilities	\$656,500	\$577,720	\$814,060	-
Sewer Pump Station and Pressure Line A	\$808,000	-	-	-
Sewer Pump Station and Pressure Line B	-	-	\$404,000	-
<b>Total Costs and Revenues</b>	<b>\$1,464,500</b>	<b>\$577,720</b>	<b>\$1,218,060</b>	<b>\$0</b>

<sup>4</sup> While a few parcels (e.g., parcel 1, 2, 28) could potentially develop and connect to the existing sewer on the north side of the SHIBP, parcels further south would face challenges connecting to it – depending on the depth of the existing sewer line. Similarly, parcels 6, 7, 9, and 9a could potentially connect to the existing sewer line; however, the sewer connection line would be required to go in that direction. In any case, a majority of parcels (about 80%) would need to connect to the sewer pump station to enable future development.



## Stormwater Infrastructure Needs

The City of St Helens is responsible for providing stormwater services to the SHIBP. Stormwater infrastructure costs include storm utilities for an 18" main, manholes, laterals, and inlets along the roadway identified in Exhibit 7 (\$1,969,500) as well as a regional stormwater facility (\$2,424,000) located at the southern portion of the site (parcel 35). Combined, stormwater infrastructure amounts to \$4,393,500 which represents the second most expensive infrastructure category in the SHIBP, after transportation.

Stormwater treatment and detention is the responsibility of the developer and could happen independently on a parcel by parcel basis. The project identified an opportunity to handle the stormwater in a regional facility<sup>5</sup> and capture the cost burden in SDC fees (i.e., a rain garden with the capacity of 860,000 ft<sup>3</sup>). The benefit of a regional facility is that it improves functionality, long-term maintenance and supports the visual appeal of the area by eliminating redundancy of individualized treatment schemes. Further, the regional facility located in Parcel 39 (i.e., near the waterfront) allows the system to take advantage of the SHIBP's existing drainage patterns without the need to further implement a stormwater pump station, which would unnecessarily increase costs. However, there are ongoing permitting and maintenance costs of implementing a regional stormwater treatment system which are not accounted for in this estimation.

### Exhibit 10. SHIBP Stormwater Costs (2020 dollars)

Source: Costs provided by 3J Consulting.

Projects	Project Costs (including General Conditions)			
	Phase 1	Phase 2	Phase 3	Phase 4
Stormwater Utilities	\$631,250	\$555,500	\$782,750	-
Regional Stormwater Facility	-	-	\$2,424,000	-
<b>Total Costs and Revenues</b>	<b>\$631,250</b>	<b>\$555,500</b>	<b>\$3,206,750</b>	<b>\$0</b>

## Wetlands Mitigation

Wetlands mitigation will occur in each phase of construction in the SHIBP. Through Phase 4, costs to address wetlands will amount to \$1,010,000. Note that, wetlands delineation is only needed in Phase 3 as wetlands delineation has already occurred in part of the SHIBP study area.

### Exhibit 11. SHIBP Wetlands Mitigation Costs (2020 dollars)

Source: Costs provided by 3J Consulting.

Projects	Project Costs (including General Conditions)			
	Phase 1	Phase 2	Phase 3	Phase 4
Wetland Mitigation (Allowance)	\$202,000	\$202,000	\$202,000	\$202,000
Wetland Delineation (Allowance)	-	-	\$202,000	-
<b>Total Costs and Revenues</b>	<b>\$202,000</b>	<b>\$202,000</b>	<b>\$404,000</b>	<b>\$202,000</b>

<sup>5</sup> Funding and delivery of the Regional Stormwater Facility is assumed to occur in Phase 3. Any parcels that want to develop prior to this infrastructure delivery would need to have onsite treatment and detention (led by the developer).

## SHIBP Infrastructure Funding Strategy

Upon analysis of the City's existing sources of revenue, ECONorthwest finds that in total the City does have sufficient funds to pay for total infrastructure costs (\$21.1 million) in the SHIBP (see Exhibit 12 for cost breakdown by phase). However, financial capacity relies heavily on one important funding tool: TIF. Due to the sometimes slow or indirect nature of property tax growth in relation to targeted projects, TIF from urban renewal can often take many years to produce meaningful levels of revenue which can result in loss of project alignment.

Exhibit 12. SHIBP Cost Summary by Phase, Fiscal Year Ending 2021-2045

Source: ECONorthwest.

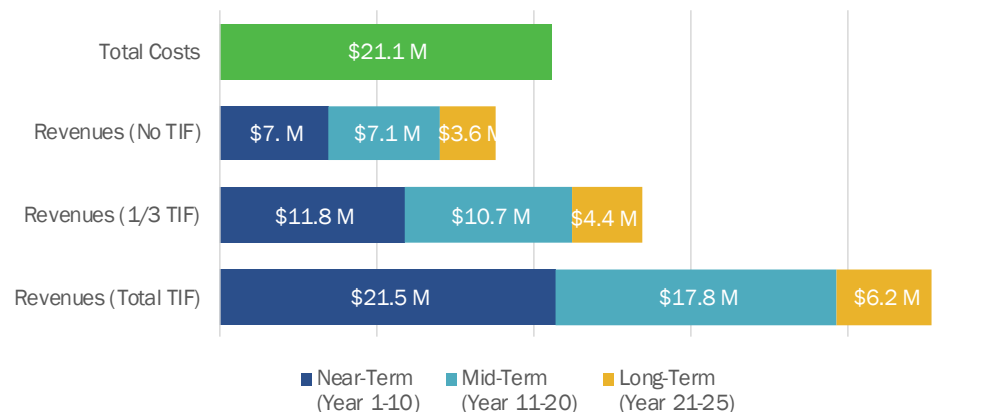
Funding Schedule	Total Infrastructure Costs	Net Developable Acres per Phase	Cost per Net Acre per Phase
Phase 1	\$6,369,200	30.08	\$211,742
Phase 2	\$4,646,000	20.08	\$231,375
Phase 3	\$9,898,000	23.06	\$429,228
Phase 4	\$202,000	24.65	\$8,195
<b>Total</b>	<b>\$21,115,200</b>	<b>97.87</b>	<b>-</b>

Note: Parcels 21, 23, 24, and 35 were excluded from the analysis (undevelopable or regional facility site).

Therefore, the ability to fund infrastructure in the SHIBP depends on the amount of TIF revenues actually received – and the extent to which TIF funds are best prioritized for industrial infrastructure or for other projects and objectives listed in St. Helens' Urban Renewal Plan. Exhibit 13 illustrates the impact of varying levels of TIF support. It shows that without TIF dollars, existing revenues are insufficient to pay for total infrastructure costs in the SHIBP.

Exhibit 13. SHIBP Cost and Revenue Comparative Analysis, Fiscal Year Ending 2021-2045

Source: ECONorthwest.



Note: "Revenues (Total TIF)" includes projected TIF (low estimate), timber, site prep and grading, ground lease, and property sales/contract payment revenues. "Revenues (1/3 TIF)" includes the aforementioned projected revenues but

decreases TIF (low estimate) revenues by two thirds. “Revenues (No TIF)” includes timber, site prep and grading, ground lease, and property sales/contract payment revenues.

### Near-term Strategy (Year 1-10)

The SHIBP near-term strategy aims to fund all Phase 1 infrastructure. In addition to unlocking development in Phase 1 and opening up an opportunity for future development in Phase 2 and 3, this strategy aims to ensure that the Urban Renewal Area tracks with projections. The City should:

- **Prioritize timber, site prep and grading, ground lease, and property sales/contract payment revenues toward Phase 1 infrastructure (less any loans or grants from external sources):** Per our estimates, capacity of these revenue sources in the near-term (Year 1-10) would allow the City to dedicate about \$6.9 million to investments in catalytic infrastructure that adds capacity to support new growth in the SHIBP. If the City chose to invest all \$6.9 million in the SHIBP, these revenues would fund 100% of Phase 1 project costs<sup>6</sup> and about 13% of Phase 2 project costs.
- However, the City should evaluate the policy implications of investing the total capacity of these resources on infrastructure in the SHIBP solely. In that, the SHIBP is one of many ongoing, essential projects in St. Helens and allocating all or the majority of existing revenues to one project is a narrow economic development strategy. Thus, it is recommended that the City seek, leverage, and prioritize other exogenous funding options (see to Appendix B) to ensure that the City has sufficient funds to continue to invest in other areas of the community that will allow for greater economic diversity and resiliency.
- **Account for any TIF expenditures:** The City’s primary opportunity over the longer term is its Urban Renewal District. Revenues generated from TIF are more than sufficient to cover project costs. However, those dollars are not likely to be spent until year 5 through 10 of the planning period. For instance, by year 10, current projections suggest that the City may have approximately \$14.5 million in unspent TIF dollars, which is enough to fund approximately 69% of total infrastructure costs in the SHIBP. Given this finding, the analysis highlights policy questions, rather than technical questions:
  - How much of the City’s TIF dollars will be allocated to infrastructure in the SHIBP?
  - When will TIF dollars be allocated to the infrastructure costs in the SHIBP?
  - To what extent should TIF dollars offset other, existing city funds (e.g., timber and site prep and grading revenues) that could be more broadly applied to the city as whole and other developer contributions?

<sup>6</sup> Note: 100% of Phase 1 project costs represents 33% of total transportation, 32% of total water, 45% of total sewer, and 14% of total stormwater improvement costs. It also represents 20% of total wetlands mitigation issue costs.

While this near-term strategy does not rely on TIF dollars, any TIF dollars spent before Year 11 could offset use of timber, site prep and grading, ground lease, and property sales/contract payment revenues in the SHIBP.

### Mid- and Long-Term Strategy (Year 11 and beyond)

Phase 2, Phase 3, and Phase 4 infrastructure costs amount to \$14.7 million. The City may use any of its existing revenues sources to pay for these costs, including TIF dollars, which will be more than sufficient to cover the balance of project costs in the SHIBP.

### Alternative Near-term Strategies

#### Revenue-backed Bond

To catalyze delivery of all infrastructure projects, almost immediately, the City could issue a revenue bond, backed by TIF. The opportunity allows that City to take advantage of the SHIBP's most prominent funding resource to lead economic growth and diversification in the area. The strategy allows the City's other existing funding sources to remain untouched (or rather, funneled to other fiscal priorities in the city) while still allowing the City to take advantage of grant/loan programs to substitute use of TIF, as applicable. Further, an important marketing tactic to incent industrial/manufacturing uses to locate in the area is the messaging that this alternative funding strategy would not place an added burden of cost on development.

#### District Approach

Three regional facilities could benefit from an area-wide funding mechanism such as a Local Improvement District or Advanced Finance District. Those facilities are the Regional Stormwater Facility (\$2,424,000)

in Phase 3, the Sewer Pump Station and Pressure Line A (\$808,000) in Phase 1, and Sewer Pump Station and Pressure Line B (\$404,000) in Phase 3. Exhibit 14 shows the impact of these investments if they were spread over SHIBP property owners proportionately by phase.

For example, Exhibit 14 shows that regional costs in Phase 3 amount to \$2,828,000. Because Phase 3 is composed of 27 net acres, the cost impact on property owners within the Phase 3 geographic boundary

**Exhibit 14. Per Acre Cost of Regional Facilities, by Phase**

Source: ECONorthwest.

	Total	Total per Net Acre
<b>Phase 1 Regional Costs</b>		
Lump Sum	\$808,000	\$26,862
Annual Payment	\$113,300	\$3,767
Total Amortized Cost	\$1,133,000	\$37,666
<b>Phase 3 Regional Costs</b>		
Lump Sum	\$2,828,000	\$122,637
Annual Payment	\$396,600	\$17,199
Total Amortized Cost	\$3,966,000	\$171,986

Note 1: Phase 1 costs represent Sewer Pump Station and Pressure Line A. Phase 3 costs represent Sewer Pump Station and Pressure Line B, plus the Regional Stormwater Facility. The per net acre statistic uses 30.08 net acres in the Phase 1 cost impact calculation and 27.01 net acres in the Phase 3 cost impact calculation.

Note 2: Amortization assumptions: 10-year term, 1% issuance costs, 5% interest rate, 1.07 coverage factor.

(see Exhibit 7) would average \$104,702 per net acre. Amortized over 10 years, those costs would amount to about \$146,835 per net acre—or about \$14,683 per net acre per year for 10 years.

If the City wishes pursue a district approach to catalyze funding for these regional facilities up front, then this analysis recommends that the City seek issuance of a revenue bond, backed by a Local Improvement District (LID) or existing revenues from TIF to cover these costs. This financing strategy would allow the City to develop these facilities up front, as LID/TIF revenues accrue over time. The use of an LID would require existing property owners to opt into an additional tax assessment (described on a per acre basis above), while the use of TIF would not place an added cost on property owners in the area.

If an LID-backed revenue bond is pursued, the City would have the option to “buy down” land for users to offset LID costs by selling land at below market rates. In this sense, the City would indirectly be leveraging a portion of the value of the land to support infrastructure development.

## Appendix A. SHIBP Cost Estimates

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Appendix A presents conceptual cost estimates, prepared by 3J Consulting, for the St. Helens Industrial Business Park. Overall, estimated costs for site construction and general conditions amount to \$21,115,200. The following general notes and assumptions refer to the cost estimates presented in Exhibit 15:

- These quantities and prices are assumed based on high level conceptual design and should not be used for actual construction costs, but as a guide for order of magnitude cost for improvements.
- Prices are shown 2020 dollars.
- See Exhibit 7 for assumed location of Stormwater Regional Facility and Sewer Pump Station.
- Permitting costs are not included.
- Cost for private utilities and private roadways are not included, as they are assumed to be installed by each property developer.
- Wetland mitigation allowance is estimated at \$100,000 for each phase.
- It is assumed Sewer Pump Station and Pressure Line A shall serve all parcels, while Sewer Pump Station and Pressure Line B shall serve parcels in Phases 3 and 4, and shall pump to Sewer Pump Station and Pressure Line A.
- Rock excavation assumed to only be within utility trenches.

## Exhibit 15. Conceptual Cost Estimates by Phase (2020 dollars), the SHIBP

Source: 3J Consulting (October 2020). Note: "G" is General Conditions (soft costs) and "SC" is Site Conditions (hard costs).

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
<b>PHASE 1</b>					
<b>SITE CONSTRUCTION (SC)</b>					
SC-1	Roadway Improvements (Collector)	1,800	LF	\$730	\$1,314,000
SC-2	Roadway Improvements (Local)	700	LF	\$645	\$451,500
SC-3	Utilities Within Roadway	2,500	LF	\$355	\$887,500
SC-4b	Sewer Pump Station and Pressure Line A (30,000 gal/day)	1	LS	\$400,000	\$400,000
SC-4e	Wetland Mitigation (Allowance)	1	LS	\$100,000	\$100,000
<b>TOTAL SITE CONSTRUCTION (SC)</b>					<b>\$3,153,000</b>
<b>GENERAL CONDITIONS (G)</b>					
G	General Conditions	102%	of	Site Construction	\$3,216,200
<b>TOTAL COST (PHASE 1)</b>					<b>\$6,369,200</b>
<b>PHASE 2</b>					
<b>SITE CONSTRUCTION (SC)</b>					
SC-1	Roadway Improvements (Collector)	0	LF	\$730	\$0
SC-2	Roadway Improvements (Local)	2,200	LF	\$645	\$1,419,000
SC-3	Utilities Within Roadway	2,200	LF	\$355	\$781,000
SC-4e	Wetland Mitigation (Allowance)	1	LS	\$100,000	\$100,000
<b>TOTAL SITE CONSTRUCTION (SC)</b>					<b>\$2,300,000</b>
<b>GENERAL CONDITIONS (G)</b>					
G	General Conditions	102%	of	Site Construction	\$2,346,000
<b>TOTAL COST (PHASE 2)</b>					<b>\$4,646,000</b>
<b>PHASE 3</b>					
<b>SITE CONSTRUCTION (SC)</b>					
SC-1	Roadway Improvements (Collector)	0	LF	\$730	\$0
SC-2	Roadway Improvements (Local)	3,100	LF	\$645	\$1,999,500
SC-3	Utilities Within Roadway	3,100	LF	\$355	\$1,100,500
SC-4a	Regional Stormwater Facility (rain garden-860,000 ft <sup>3</sup> volume)	1	LS	\$1,200,000	\$1,200,000
SC-4d	Intersection (Signal Only)	1	LS	\$200,000	\$200,000
SC-4c	Sewer Pump Station and Pressure Line B (15,000 gal/day)	1	LS	\$200,000	\$200,000
SC-4e	Wetland Mitigation (Allowance)	1	LS	\$100,000	\$100,000
SC-4f	Wetland Delineation (Allowance)	1	LS	\$100,000	\$100,000
<b>TOTAL SITE CONSTRUCTION (SC)</b>					<b>\$4,900,000</b>
<b>GENERAL CONDITIONS (G)</b>					
G	General Conditions	102%	of	Site Construction	\$4,998,000
<b>TOTAL COST (PHASE 3)</b>					<b>\$9,898,000</b>
<b>PHASE 4</b>					
<b>SITE CONSTRUCTION (SC)</b>					
SC-1	Roadway Improvements (Collector)	0	LF	\$730	\$0
SC-2	Roadway Improvements (Local)	0	LF	\$645	\$0
SC-3	Utilities Within Roadway	0	LF	\$355	\$0
SC-4e	Wetland Mitigation (Allowance)	1	LS	\$100,000	\$100,000
<b>TOTAL SITE CONSTRUCTION (SC)</b>					<b>\$100,000</b>
<b>GENERAL CONDITIONS (G)</b>					
G	General Conditions	102%	of	Site Construction	\$102,000
<b>TOTAL COST (PHASE 4)</b>					<b>\$202,000</b>
<b>TOTAL CONCEPTUAL COST ESTIMATE</b>					<b>\$21,115,200</b>



## Exhibit 16. Conceptual Cost Estimates Overall (2020 dollars), the SHIBP

Source: 3J Consulting (October 2020). Note: "G" is General Conditions (soft costs) and "SC" is Site Conditions (hard costs).

ITEM	DESCRIPTION	QTY UNIT	UNIT PRICE	TOTAL
<b>SITE CONSTRUCTION (SC)</b>				
<b>SC-1</b>	<b>Roadway Improvements (Collector)</b>	<b>1,800 LF</b>	<b>\$ 730</b>	<b>\$1,314,000</b>
SC-1a	Travel Lanes (16.5-ft width each side)	1,800 LF	\$ 160	\$288,000
SC-1b	Curb and Gutter (2-ft each side)	1,800 LF	\$ 25	\$45,000
SC-1c	Sidewalk (6-ft width each side)	1,800 LF	\$ 50	\$90,000
SC-1d	Landscape Buffer (5-ft each side)	1,800 LF	\$ 30	\$54,000
SC-1e	Clear Zone (0.5-ft each side)	1,800 LF	\$ 5	\$9,000
SC-1f	Grading and Erosion Control	1,800 LF	\$ 30	\$54,000
SC-1g	Rock Excavation	1,800 LF	\$ 430	\$774,000
<b>SC-2</b>	<b>Roadway Improvements (Local)</b>	<b>6,000 LF</b>	<b>\$ 645</b>	<b>\$3,870,000</b>
SC-2a	Travel Lanes (15.5-ft width each side)	6,000 LF	\$ 110	\$660,000
SC-2b	Curb and Gutter (2-ft each side)	6,000 LF	\$ 25	\$150,000
SC-2c	Sidewalk (5-ft width each side)	6,000 LF	\$ 40	\$240,000
SC-2d	Landscape Buffer (2.5-ft each side)	6,000 LF	\$ 15	\$90,000
SC-2e	Grading and Erosion Control	6,000 LF	\$ 25	\$150,000
SC-2f	Rock Excavation	6,000 LF	\$ 430	\$2,580,000
<b>SC-3</b>	<b>Utilities Within Roadway</b>	<b>7,800 LF</b>	<b>\$ 355</b>	<b>\$2,769,000</b>
SC-3a	Storm (18" main, manholes, laterals, inlets)	7,800 LF	\$ 125	\$975,000
SC-3b	Water (10" and 8" mains, valves, bends, hydrants)	7,800 LF	\$ 100	\$780,000
SC-3c	Sewer (8" main, manholes, laterals)	7,800 LF	\$ 130	\$1,014,000
<b>SC-4</b>	<b>Other</b>			<b>\$2,500,000</b>
SC-4a	Regional Stormwater Facility (rain garden-860,000 ft <sup>3</sup> volume)	1 LS	\$1,200,000	\$1,200,000
SC-4b	Sewer Pump Station and Pressure Line A (30,000 gal/day)	1 LS	\$400,000	\$400,000
SC-4c	Sewer Pump Station and Pressure Line B (15,000 gal/day)	1 LS	\$200,000	\$200,000
SC-4d	Kaster Road Intersection (Intersection Signal Only)	1 EA	\$200,000	\$200,000
SC-4e	Wetland Mitigation (Allowance)	1 LS	\$400,000	\$400,000
SC-4f	Wetland Delineation (Allowance)	1 LS	\$100,000	\$100,000
<b>TOTAL SITE CONSTRUCTION (SC)</b>				<b>\$10,453,000</b>
<b>GENERAL CONDITIONS (G)</b>				
G-1	Mobilization	5.0% of	Site Construction	\$522,700
G-2	Contingency	50.0% of	Site Construction	\$5,226,500
G-3	Design	30.0% of	Site Construction	\$3,135,900
G-4	Prevailing Wage	15.0% of	Site Construction	\$1,568,000
G-4	Traffic Control	2.0% of	Site Construction	\$209,100
<b>TOTAL GENERAL CONDITIONS</b>				<b>\$10,662,200</b>
<b>TOTAL CONCEPTUAL COST ESTIMATE</b>				<b>\$21,115,200</b>



## Appendix B. Federal and State Capital Funding Grants and Low-Interest Loans

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To manage the details of various federal and state funding programs, this Appendix identifies several grant and loan programs that the City may consider applying to, to fund specific infrastructure projects.

### Transportation Programs

The State of Oregon manages two primary transportation funding programs:

- **ConnectOregon.** ConnectOregon focuses on improving connections and supporting local economies throughout the state. Dedicated to multimodal, non-highway projects, ConnectOregon was first approved by the Oregon legislature in 2005 to fund marine/ports, aviation, public transit, bicycle/pedestrian, and rail connection projects around the state. However, the passage of HB 2017 and HB 2592 changed the program—today, only aviation, rail, and marine/port improvements are eligible. ConnectOregon is a grant that may cover up to 70% of project costs. A minimum 30% match is required, except for Class 1 Railroads where a 50% match is required. In the most recent funding cycle, 39 projects were funded, with awards ranging from \$25m to \$8.3m. The average award was \$1.3m.
- **Statewide Transportation Improvement Program (STIP).** STIP is Oregon's four-year transportation capital improvement program for state and federally funded projects. Funding is distributed to system enhancement, preservation, safety, non-highway, and local roads projects. ODOT expects to complete the 2021-2024 STIP in 2020.

Other, relevant transportation programs that the State of Oregon manages include:

- **Immediate Opportunity Fund (IOF).** IOF supports primary economic development in Oregon through the construction and improvement of streets and roads. Access to this fund is discretionary and the fund may only be used when other sources of financial support are unavailable or insufficient. The fund will not pay for more than 50% of the transportation improvement costs—the remainder must be matched. The applicant must involve Business Oregon and ODOT early on in the process. Project cost limits range from \$250,000 to \$1m per project (depending on the project type).
- **Multimodal Active Transportation (MAT) Fund.** MAT funds bicycle and pedestrian capital projects previously funded by the ConnectOregon program. Eligible projects include the development, construction, reconstruction, major resurfacing, or other capital improvements of multiuse paths, bicycle paths, and footpaths. This is a competitive grant program that may not exceed 70% of eligible project costs (i.e., 30% match required). This program was recently created; recommended rulemaking stated

that “grants will be awarded only when there are sufficient funds available in the [MAT] Fund to cover the costs of the grants.”

- **Oregon Transportation Infrastructure Bank (OTIB).** OTIB is a low interest revolving loan fund that can help to pay for highway, transit, and other transportation capital projects. These low-interest loans can be repaid with TIF, general fund, or local improvement district revenues. They provide up front monies (planning, engineering) as well as implementation funds which means cities do not need to wait for TIF build up.

## Water, Wastewater, and Stormwater Programs

Business Oregon manages several infrastructure funding programs:

- **Safe Drinking Water Revolving Fund (SDWRLF).** SDWRLF is a low-interest loan to fund the design and construction of water system infrastructure (including but not limited to treatment, transmission/distribution mains, finished water reservoirs, water sources, pumping, aquifer storage and recovery projects, seismic improvements, redundancy/reliability infrastructure, instrumentation, telemetry and metering). Loans at \$3m are available with Board approval and loans of \$6m are available with Water Advisory Board approval. Principle forgiveness is available.
- **Drinking Water Source Protection (DWSP).** DWSP is a low-interest, forgivable loan of up to \$30,000 per water system. Project receiving funding include those that protect drinking water sources or that lead to risk reduction within a delineated source water area.
- **Water Wastewater Fund (W/W).** W/W is a program offering both loans and grants for the planning and construction of water, stormwater, and wastewater collection, treatment, and distribution projects. The maximum loan amount is \$10m per project (typically repaid with utility revenues or voter approved bonds). The typical grant amount is up to \$750,000 per project.

## Other Infrastructure Programs

Funding programs not directly tied to a single, or specific infrastructure type include:

- **Special Public Works Fund (SPWF).** Municipalities and Districts may apply for SPWF funds for various construction projects including utilities, emergency projects, levees, telecom, energy systems, transportation, railroad, road, marine & other public facilities. The program, administered by Business Oregon, offers low-interest loans ranging from less than \$100,000 to \$10m; the program offers grants for construction projects that create or retain traded-sector jobs. Grants are limited to \$500,000 or 85% of the project cost (whichever is less) and are based on eligible jobs created or retained.

- **U.S. Economic Development Association (EDA) Public Works Program.** EDA's Public Works program helps distressed communities revitalize, expand, and upgrade their physical infrastructure. This program enables communities to attract new industry; encourage business expansion; diversify local economies; and generate or retain long-term, private-sector jobs and investment through the acquisition or development of land and infrastructure improvements needed for the successful establishment or expansion of industrial or commercial enterprises.
  - EDA Public Works program investments help facilitate the transition of communities from being distressed to becoming competitive by developing key public infrastructure, such as technology-based facilities that utilize distance learning networks, smart rooms, and smart buildings; multitenant manufacturing and other facilities; business and industrial parks with fiber optic cable; and telecommunications and development facilities. In addition, EDA invests in traditional public works projects, including water and sewer systems improvements, industrial parks, business incubator facilities, expansion of port and harbor facilities, skill-training facilities, and brownfields redevelopment.<sup>7</sup>
  - As part of the 2020 Coronavirus Aid, Relief, and Economic Security Act (CARES), the EDA received \$1.5 billion in funding to expand and enhance its Economic Adjustment Assistance (EAA) programs. In response to the COVID-19 pandemic, the EDA loosened its criteria of economic distress. These grants are competitive and will be distributed until the funds are exhausted.

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<sup>7</sup> U.S. Economic Development Association: <https://www.eda.gov/pdf/about/Public-Works-Program-1-Pager.pdf>

## Appendix C. Revenue Projection Details

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ECONorthwest worked with City staff and 3J Consulting to project infrastructure revenues that could be available from existing funding sources over the 2021-2045 planning horizon. The forecast, on the next page (Exhibit 17), displays projections of existing revenue sources which are available to fund infrastructure in the SHIBP. One way of thinking about these projections is that they estimate the amount of revenue available for implementation if nothing changes in the future (e.g. no new funding tools, rates of existing tools remain unchanged, etc.). In summary, existing funding tools are forecast to generate approximately \$45.5 million over the planning period.

Exhibit 18 presents an estimate of potential land transaction revenue, in total and on a parcel by parcel basis. To estimate financial capacity, the analysis assumes an average land sale price of \$17,000 to \$20,000 per net acre.<sup>8</sup> In addition, this analysis relies on actual parcel net acreage in the SHIBP (excluding parcels 18, 21, 22, 23, 24, and 28). In summary, industrial land transactions in the SHIBP has the potential to generate approximately \$1,471,520 to \$1,731,200.

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<sup>8</sup> This assumption derives from the Port of Columbia.

## Exhibit 17. Forecast of Existing Revenues (2020 dollars) for Capital Projects, FY Ending 2021–2045

Source: ECONorthwest.

FYE	TIF (Low Estimate)	Timber	Site Prep & Grading	Ground Lease	Property Sales and Contract Payments	Total
2021	\$1,640,000	\$200,000	\$140,000	\$150,000	\$82,800	\$2,212,800
2022	\$1,640,000	\$200,000	\$210,000	\$150,000	\$82,800	\$2,282,800
2023	\$1,640,000	\$200,000	\$350,000	\$150,000	\$82,800	\$2,422,800
2024	\$1,640,000	\$200,000	\$280,000	\$150,000	\$82,800	\$2,352,800
2025	\$1,640,000	\$200,000	\$253,605	\$150,000	\$82,800	\$2,326,405
2026	\$1,260,000	\$200,000	\$280,000	\$150,000	\$82,800	\$1,972,800
2027	\$1,260,000	\$200,000	\$280,000	\$150,000	\$82,800	\$1,972,800
2028	\$1,260,000	\$200,000	\$280,000	\$150,000	\$82,800	\$1,972,800
2029	\$1,260,000	\$200,000	\$280,000	\$150,000	\$82,800	\$1,972,800
2030	\$1,260,000	\$200,000	\$280,000	\$150,000	\$82,800	\$1,972,800
2031	\$1,320,000	\$200,000	\$280,000	\$150,000	\$82,800	\$2,032,800
2032	\$1,320,000	\$200,000	\$280,000	\$150,000	\$82,800	\$2,032,800
2033	\$1,320,000	\$200,000	\$280,000	\$150,000	\$82,800	\$2,032,800
2034	\$1,320,000	\$200,000	\$280,000	\$150,000	\$82,800	\$2,032,800
2035	\$1,320,000	\$200,000	\$280,000	\$150,000	\$82,800	\$2,032,800
2036	\$820,000	\$200,000	\$280,000	\$150,000	\$82,800	\$1,532,800
2037	\$820,000	\$200,000	\$280,000	\$150,000	\$82,800	\$1,532,800
2038	\$820,000	\$200,000	\$280,000	\$150,000	\$82,800	\$1,532,800
2039	\$820,000	\$200,000	\$280,000	\$150,000	\$82,800	\$1,532,800
2040	\$820,000	\$200,000	\$280,000	\$150,000	\$82,800	\$1,532,800
2041	\$520,000	\$200,000	\$280,000	\$150,000	\$82,800	\$1,232,800
2042	\$520,000	\$200,000	\$280,000	\$150,000	\$82,800	\$1,232,800
2043	\$520,000	\$200,000	\$280,000	\$150,000	\$82,800	\$1,232,800
2044	\$520,000	\$200,000	\$280,000	\$150,000	\$82,800	\$1,232,800
2045	\$520,000	\$200,000	\$280,000	\$150,000	\$82,800	\$1,232,800
<b>Total</b>	<b>\$27,800,000</b>	<b>\$5,000,000</b>	<b>\$6,833,605</b>	<b>\$3,750,000</b>	<b>\$2,070,000</b>	<b>\$45,453,605</b>
<b>Annual Avg.</b>	<b>\$1,112,000</b>	<b>\$200,000</b>	<b>\$273,344</b>	<b>\$150,000</b>	<b>\$82,800</b>	<b>\$1,818,144</b>

## Exhibit 18. Estimate of Land Transaction Sale Revenue (2020 dollars)

Source: ECONorthwest.

Parcel Number	Net Developable Acreage	Land Transaction Price	
		Low	High
1	1.95	\$33,150	\$39,000
2	1.91	\$32,470	\$38,200
3	1.95	\$33,150	\$39,000
4	2.34	\$39,780	\$46,800
5	2.32	\$39,440	\$46,400
6	2.67	\$45,390	\$53,400
7	2.95	\$50,150	\$59,000
8	2.94	\$49,980	\$58,800
9	2.88	\$48,960	\$57,600
9a	6.76	\$114,920	\$135,200
10	2.76	\$46,920	\$55,200
11	2.07	\$35,190	\$41,400
12	2.33	\$39,610	\$46,600
13	2.04	\$34,680	\$40,800
14	4.67	\$79,390	\$93,400
15	1.89	\$32,130	\$37,800
16	1.99	\$33,830	\$39,800
17	2.06	\$35,020	\$41,200
18	6.44	\$109,480	\$128,800
19	1.94	\$32,980	\$38,800
20	2.67	\$45,390	\$53,400
21	8.62	\$146,540	\$172,400
22	2.99	\$50,830	\$59,800
23	33.88	\$575,960	\$677,600
24	1.83	\$31,110	\$36,600
25	2.04	\$34,680	\$40,800
26	2.23	\$37,910	\$44,600
27	2.19	\$37,230	\$43,800
28	5.83	\$99,110	\$116,600
29	2.72	\$46,240	\$54,400
30	2.23	\$37,910	\$44,600
31	2.58	\$43,860	\$51,600
32	2.03	\$34,510	\$40,600
33	2.05	\$34,850	\$41,000
34	3.29	\$55,930	\$65,800
35	3.95	\$67,150	\$79,000
36	3.46	\$58,820	\$69,200
37	4.7	\$79,900	\$94,000
<b>Total</b>	<b>146.15</b>	<b>\$2,484,550</b>	<b>\$2,923,000</b>
<b>Total Excluding Parcels 21, 23, 24, and 35</b>	<b>97.87</b>	<b>\$1,663,790</b>	<b>\$1,957,400</b>

To: Jenny Dimsho, AICP  
City of St. Helens

From: Steve Faust, AICP  
Community Planning Director

Date: July 22, 2020

**Project Name:** St. Helens Industrial Business Park  
**RE:** Parcelization Framework Report

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## Introduction

The City of St. Helens is interested in spurring new industrial development on its 200-acre industrial business park. In order to effectively facilitate redevelopment and market the business park to potential employers, the City needs to complete a Master Plan for the entire site. The St. Helens Industrial Business Park (SHIBP) Master Plan will promote regional economic development, by guiding industrial development and infrastructure development on one of the largest underutilized Industrial-zoned properties in the City. Industrial development will help restore family wage jobs, increase City utility revenues (reducing the burden on residents) and restore underutilized properties to the tax rolls. Because the site is within the Urban Renewal Agency, a federally designated Opportunity Zone, and the South Columbia County Enterprise Zone, St. Helens Industrial Business Park site preparation will stimulate further economic development and provide additional capacity for infrastructure spending.

The SHIBP Master Plan will assess existing physical conditions and development barriers, summarize pertinent information from previous plan documents and decisions, and define targeted industrial users, provide a framework for parcelization. A subsequent memorandum will develop a phased infrastructure funding plan.

## Parcelization Framework

This draft parcelization framework is based on the following factors:

- **Access** – ability to provide vehicular access and circulation to the parcels, including semi-trucks with trailers.
- **In-water uses** – primarily operate in-water and require a small footprint.
- **Utilities** – access and capacity to provide utility services to the site.
- **Environmental constraints** – sufficient development area on each parcel free of Goal 5 habitat areas.
- **Potential users/desired parcel size** – a parcel size between two and five acres for small industrial users that can be consolidated for larger uses





Figure 1. Proposed Parcelization Framework





## Parcel Considerations

The following is a description of factors that were considered when establishing parcels and issues that may still need to be addressed.

**Parcel 1** has frontage on Old Portland Road and Kaster Road as well as unimproved right-of-way frontage on East Street and 7<sup>th</sup> Street. The proposed future roundabout at the intersection of Old Portland Road and Kaster Road may require a right-of-way dedication. Primary access to the site should be provided from 7<sup>th</sup> Street, as Kaster Road is a collector with a truck route status. An existing sanitary sewer line located within the 7<sup>th</sup> Street right-of-way would make a vacation of the right-of-way difficult. South 17<sup>th</sup> Street and East Street may have some right-of-way vacation potential with consideration for existing driveways. East street may be needed as a route outside of flood areas for critical facilities.

This parcel is being considered for locating a new St. Helens Police Station. The 500-year floodplain on the site may prohibit the development of critical facilities. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Light Industrial (LI)

Division Status: Already a legally separate property, surrounded by public right of way on all sides.

**Parcel 2** has frontage on Kaster Road and 7<sup>th</sup> Street. A right-of-way vacation of the unimproved Fir Street, Park Street, Church Street, Terrace Street and East Street may provide additional area for development. Primary access to the site should be provided from 7<sup>th</sup> Street and/or Fir Street, as Kaster Road is a collector with a truck route status. An existing sanitary sewer line located within the 7<sup>th</sup> Street right-of-way would make a vacation of the right-of-way difficult. Fir Street has some potential for vacation, especially areas within significant (Goal 5) designated wetlands. Park Street and California Street appear to be vacation candidates; however, a sanitary sewer line close to or within the California Street right-of-way would make a vacation of the right-of-way difficult. A large wetland and associated 50-foot buffer impact the northern half of the site. It is assumed that the small wetland located on the parcel will be filled. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Light Industrial (LI)

Division Status: The east side of the site would require right-of-way vacations and a replat. Boundaries are clear on north, west and south sides due to existing rights-of-way.

**Parcel 3** has frontage on Kaster Road. Fir Street and Park Street have potential for vacation, especially areas within significant (Goal 5) designated wetlands. A large wetland and associated 50-foot buffer impact the northern half of the site. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. Primary access to the site should be provided from Fir Street, as Kaster Road is a collector with a truck route status. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI)

Division Status: Parcel 3 is part of Parcel 1 of PP No. 2020-03. The west and north sides of the site would require right-of-way vacations and a replat. The parcel will require a subsequent land division.



**Parcel 4** has frontage on Kaster Road and a proposed road. Franklin Street has potential for a vacation, with half of the right-of-way going to each abutting property owners. The portion of the right-of-way vacated to Parcel 4 has a delineated wetland. The configuration of the lot may create challenges for development. A large wetland and associated 50-foot buffer impact the western half of the site. It is assumed that the small wetland located on the parcel will be filled. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI)

Division Status: Parcel 4 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 5** has frontage on two proposed roads. A large wetland and associated 50-foot buffer impact the western half of the site. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. The configuration of the site may not be conducive to a large development. The parcel is located within the area the City has identified as an area needing clearing and grading prior to development. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI)

Division Status: Parcel 5 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 6** has frontage on a proposed road which could be an extension of S. 13<sup>th</sup> Street. A large wetland and associated 50-foot buffer impact the western half of the site. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. The parcel is located within the area the City has identified as an area needing clearing and grading prior to development. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: The majority of the site is zoned Heavy Industrial (HI) with a small portion in the northwest corner zoned Light Industrial (LI). A zone change could be considered.

Division Status: A portion of Parcel 6 is part of Parcel 1 of PP No. 2020-03, with a portion outside of Parcel 1. The site would require right-of-way vacations and a replat.

**Parcel 7** has frontage on a proposed road which could be an extension of S. 13<sup>th</sup> Street. A large wetland impacts the eastern half of the site which has a 50-foot protection zone. It is assumed that the small wetland located on the parcel will be filled. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. The parcel is located within the area the City has identified as an area needing clearing and grading prior to development. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI)

Division Status: A portion of Parcel 7 is part of Parcel 1 of PP No. 2020-03. The site would require a replat and/or a land division.

**Parcel 8** has frontage on a proposed road. A large wetland with a 50-foot protection zone impacts the western and eastern edges of the site. It is assumed that the small wetland located on the parcel will be filled. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. The parcel is located within the area the City has identified as an area needing clearing and



grading prior to development. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI)

Division Status: A portion of Parcel 8 is part of Parcel 1 of PP No. 2020-03, or it may be within a separate lot of record. The site would require a replat and/or a land division.

**Parcel 9** has potential for access from the north either from 9<sup>th</sup> Street or 10<sup>th</sup> Street. Additional street improvements may be necessary. A large wetland and associated 50-foot buffer impact the western edge of the site. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. The parcel is located within the area the City has identified as an area needing clearing and grading prior to development. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI), but if access is from the north a re-zoning to Light Industrial (LI) could be considered.

Division Status: Located within a separate lot of record. May require a replat or lot line adjustment.

**Parcel 9a** has potential for access from the north either from 9<sup>th</sup> Street or 10<sup>th</sup> Street. Additional street improvements may be necessary. A large wetland and associated 50-foot buffer impact the western edge of the site. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. The parcel is located within the area the City has identified as an area needing clearing and grading prior to development. The site is not currently under City ownership but is considered a future expansion area. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI), but if access is from the north a re-zoning to Light Industrial (LI) could be considered.

Division Status: Located within a separate lot of record. May require a replat or lot line adjustment.

**Parcel 10** has frontage on a proposed road. A large wetland and associated 50-foot buffer impact the eastern half of the site. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. The parcel is located within the area the City has identified as an area needing clearing and grading prior to development. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI)

Division Status: A portion of Parcel 10 is part of Parcel 1 of PP No. 2020-03. A portion of the site is outside of the Parcel 1 of PP 2020-03. The site would require a replat.

**Parcel 11** has frontage on two proposed roads. It is assumed that the small wetland located on the parcel will be filled. The parcel is located within the area the City has identified as an area needing clearing and grading prior to development. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI)

Division Status: Parcel 11 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.



**Parcel 12** has frontage on two proposed roads. It is assumed that the small wetland located on the parcel will be filled. The parcel is located within the area the City has identified as an area needing clearing and grading prior to development. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI)

Division Status: Parcel 12 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 13** has frontage on a proposed road. The parcel is located within the area the City has identified as an area needing clearing and grading prior to development. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI)

Division Status: Parcel 13 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 14** does not have right-of-way frontage. Frontage along the Multnomah Channel provides a unique opportunity for in-water based development. An easement is proposed for vehicular and utility access. Vehicular access may require a railroad crossing. A large wetland impacts the northern half of the site. This site could potentially be used as a regional storm facility location. The site is located within the 100-year floodplain and Columbia River Protection zone with a 75-foot buffer. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI) and Willamette Greenway

Division Status: Parcel 14 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 15** does not have right-of-way frontage. Frontage along the Multnomah Channel provides a unique opportunity for in-water based development. An easement is proposed for vehicular and utility access. Vehicular access may require a railroad crossing. The site is located within the 100-year floodplain and Columbia River Protection zone with a 75-foot buffer. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI) and Willamette Greenway

Division Status: Parcel 15 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 16** does not have right-of-way frontage. Frontage along the Multnomah Channel provides a unique opportunity for in-water based development. An easement has been provided for vehicular and utility access. Vehicular access may require a railroad crossing. The site is located within the 100-year floodplain and Columbia River Protection zone with a 75-foot buffer. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI) and Willamette Greenway



Division Status: Parcel 16 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 17** does not have right-of-way frontage. Frontage along the Multnomah Channel provides a unique opportunity for in-water based development. An easement has been provided for vehicular and utility access. Vehicular access may require a railroad crossing. The site is located within the 100-year floodplain and Columbia River Protection zone with a 75-foot buffer. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI) and Willamette Greenway

Division Status: Parcel 17 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 18** appears to have facilities currently in use by Cascade Tissue. These facilities will require private easements prior to formal parcelization. An easement has been provided for vehicular and utility access. Frontage along the Multnomah Channel provides a unique opportunity for in-water based development. Vehicular access may require a railroad crossing. The site is located within the 100-year floodplain and Columbia River Protection zone with a 75-foot buffer. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI) and Willamette Greenway

Division Status: Parcel 18 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 19** has an easement has been provided for vehicular and utility access. Vehicular access may require a railroad crossing. Frontage along the Multnomah Channel provides a unique opportunity for in-water based development. It is assumed that the small wetland located on the parcel will be filled. The site is located within the 100-year floodplain and Columbia River Protection zone with a 75-foot buffer. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI) and Willamette Greenway

Division Status: Parcel 19 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 20** appears to have facilities currently in use by Cascade Tissue. These facilities will require private easements prior to formal parcelization. Frontage along the Multnomah Channel provides a unique opportunity for in-water based development. Right-of-way frontage has extended across the site to provide access to the Port's property to the south. The site is located within the 100-year floodplain and Columbia River Protection zone with a 75-foot buffer. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI) and Willamette Greenway

Division Status: Parcel 20 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.



**Parcel 21** is currently being used by ACSP. A proposed road will provide right-of-way access to the site. A landfill (South 80 Landfill) may impact any future development. A 20-foot utility and access easement follows along the south boundary of the property. A public utility easement bisects the property in half.

Zoning: Heavy Industrial (HI)

Division Status: Parcel 21 is Parcel 2 of PP No. 2020-03.

**Parcel 22** can be accessed by the 20-foot access and utility easement that follows the southern boundary of Parcel 21.

Zoning: Heavy Industrial (HI)

Division Status: Parcel 22 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 23** is currently in use by Cascade Tissue. Further parcelization may be achievable if Cascade Tissue consolidates operations.

Zoning: Heavy Industrial (HI)

Division Status: Parcel 23 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 24** is currently in use by Portland General Electric. Access is currently from a public access easement recorded with PP 2020-03. An expansion of the facilities is proposed on the parcel. It is assumed that the small wetland and channel on site will be filled.

Zoning: Heavy Industrial (HI)

Division Status: Parcel 24 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 25** has frontage on Kaster Road and a proposed road. It is assumed that the existing private drive currently used will be decommissioned. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI)

Division Status: Parcel 25 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 26** has frontage on Kaster Road. It is assumed that the existing private drive utilized by the mill and other users will be decommissioned. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI)

Division Status: Parcel 26 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 27** has frontage on Kaster Road and a proposed road. It is assumed that the existing private drive currently used by the mill will be decommissioned. The Milton Creek protection zone requires a 50-foot buffer. Wetland and riparian protection zones may be less depending on pre-existing impacts





to the buffers. A 20-foot wide pedestrian easement is proposed through the site for a proposed trail. Easement is not actual alignment. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI)

Division Status: Parcel 27 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 28** is currently in use by the City for a recreational facility. Redevelopment of the site as an RV park is being considered. The site has frontage on Old Portland Road and Kaster Road. Access will need to be provided from Kaster Road. The proposed future roundabout at the intersection of Old Portland Road and Kaster Road may require a right-of-way dedication. The Milton Creek protection zone requires a 50-foot buffer. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. A 20-foot wide pedestrian easement is proposed through the site for a proposed trail. Easement is not actual alignment. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Light Industrial (LI)

Division Status: Parcel 28 is already a legally separate lot.

**Parcel 29** has frontage on a proposed road. A small wetland impacts the northern portion of the site. It is assumed that the small wetland located on the parcel will be filled. The Milton Creek protection zone requires a 50-foot buffer along the western boundary. A 20-foot wide pedestrian easement is proposed through the site for a proposed trail. Easement is not actual alignment. The site is located within the 100-year and 500-year floodplain. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. The City is exploring options for an RV park on this parcel. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI)

Division Status: Parcel 29 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 30** has frontage on two proposed roads. The site is located within the 100-year and 500-year floodplain. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI)

Division Status: Parcel 30 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 31** has frontage on two proposed roads. The Milton Creek protection zone requires a 50-foot buffer along the western boundary. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. The site is located within the 100-year and 500-year floodplain. A 20-foot wide pedestrian easement is proposed through the site for a proposed trail. Easement is not actual alignment. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI)



Division Status: Parcel 31 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 32** has frontage on a proposed road. The Milton Creek protection zone requires a 50-foot buffer along the western boundary. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. The site is located within the 100-year and 500-year floodplain. A 20-foot wide pedestrian easement is proposed through the site for a proposed trail. Easement is not actual alignment. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI)

Division Status: Parcel 32 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 33** has frontage on a proposed road. The Milton Creek protection zone requires a 50-foot buffer along the western boundary. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. The site is located within the 100-year and 500-year floodplain. A portion of the parcel is outside of the study area for Department of State Lands Wetland Determination WD 2019-0324. A 20-foot wide pedestrian easement is proposed through the site for a proposed trail. Easement is not actual alignment. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI)

Division Status: Parcel 33 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 34** has frontage on a proposed road. The Milton Creek protection zone requires a 50-foot buffer along the western boundary. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. A portion of a large wetland and associated 75-foot wide protection buffer are located in the southern corner of the site. The entire parcel is outside of the study area for Department of State Lands Wetland Determination WD 2019-0324. The site is located within the 100-year and 500-year floodplain. A 20-foot wide pedestrian easement is proposed through the site for a proposed trail. Easement is not actual alignment. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI)

Division Status: Parcel 34 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 35** has frontage on a proposed road. The Milton Creek protection zone requires a 50-foot buffer along the western boundary. A large wetland and associated 75-foot wide protection buffer are located in the southern half of the site. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. The entire parcel is outside of the study area for Department of State Lands Wetland Determination WD 2019-0324. The site is located within the 100-year and 500-year floodplain. A 20-foot wide pedestrian easement is proposed through the site for a proposed trail. Easement is not actual alignment. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

Zoning: Heavy Industrial (HI)





**Division Status:** Parcel 35 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 36** has frontage on a proposed road. A large wetland and associated 75-foot wide protection buffer are located in the eastern half of the site. Wetland and riparian protection zones may be less depending on pre-existing impacts to the buffers. The entire parcel is outside of the study area for Department of State Lands Wetland Determination WD 2019-0324. The site is located within the 100-year and 500-year floodplain. A 20-foot wide pedestrian easement is proposed through the site for a proposed trail. Easement is not actual alignment. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

**Zoning:** Heavy Industrial (HI)

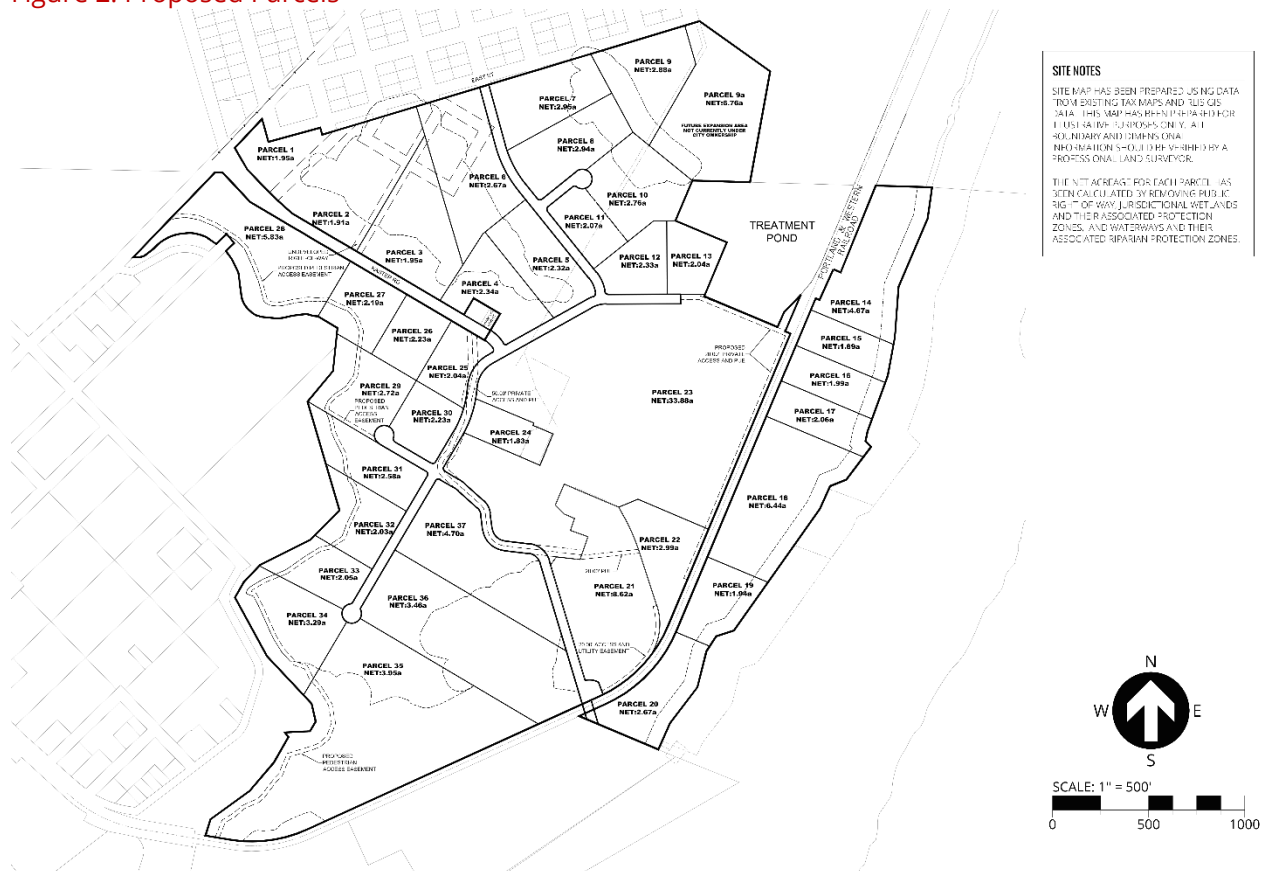
**Division Status:** Parcel 36 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

**Parcel 37** has frontage on two proposed roads. A small wetland has been delineated on the site. The site is located within the 100-year and 500-year floodplain. Parcels may be combined with abutting parcels to accommodate larger users where applicable.

**Zoning:** Heavy Industrial (HI)

**Division Status:** Parcel 37 is part of Parcel 1 of PP No. 2020-03. The parcel will require a subsequent land division.

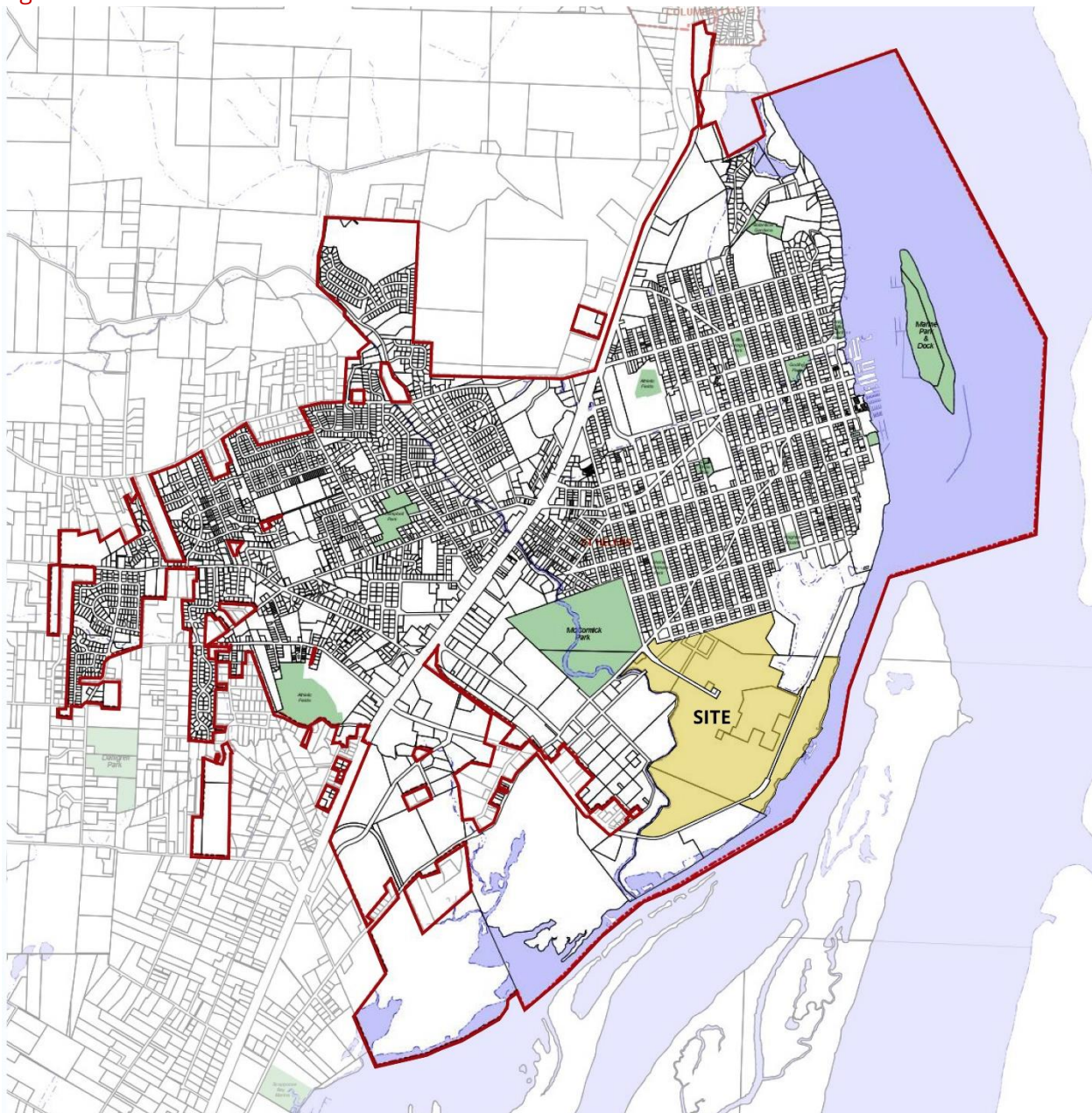
Figure 2. Proposed Parcels



## Existing Conditions of the Site

The St. Helens Industrial Business Park is 205-acre property located at 1300 Kaster Road, on the banks of the Multnomah Channel of the Willamette River, and one mile east of Highway 30 (Figure 3). A portion of the site's northwestern boundary runs along Old Portland Road. Portland & Western Railroad tracks run parallel to the river along the eastern boundary. Milton Creek meanders along the northern portion of the western boundary and into the adjacent Port of Columbia County property. The SHIBP is on a 225-acre brownfield site purchased the City in 2015, shortly after Boise White Paper Mill ceased operations on the site.

Figure 3. Site Location



## Current Uses

The SHIBP consists of parcels comprised of open spaces, paved areas, outdoor storage areas, loading areas, ditches, and pipes. There are approximately 20 structures on the site. Several uses currently operate on the property. Cascade Tissue Group, a tissue manufacturer, is the primary user, occupying about 24 acres of the site, as shown in Figure 4. While operations have been scaled down, the paper processing mill still utilizes several existing buildings and facilities. ACSP LLC, an indoor commercial agricultural facility, operates on 8.62 acres of the site. Portland General Electric (PGE) has an easement for a substation, though the current substation is inadequate. PGE plans to expand and upgrade the substation. These uses are clustered toward the center of the site.

Other uses on the site are located in the northwest portion of the site along Kaster Road. The St. Helens Recreation Center is located on the south side of Kaster Road at the intersection with Old Portland Road. The recreation center is owned and operated by the City of St. Helens. Several softball fields are located further east along Kaster Road. An old Association of Western Pulp and Paper Workers Union building is located at the eastern terminus of Kaster Road. This site is not under City ownership currently.

## Other Site Features

- Access and utility easements: a 50-foot access easement located southeast of the Cascade Tissue facilities provides access to the ACSP site, A 20-foot access and utility easement along the south end of the ACSP site, and a public utility easement bisecting the site.
- Right-of-Way: Kaster Road is the only improved right-of-way on site. Several unimproved right-of-way streets have been platted on site. These include Fir Street, Church Street, Terrace Street, Park Street, California Street, East Street and 7<sup>th</sup> Street. The Portland and Western Railway right-of-way runs parallel to the Multnomah Channel, bisecting the site.
- Treatment Pond – a 39-acre wastewater treatment facility and lagoon, located just north of the SHIPB along the Multnomah Channel. The City is considering a redevelopment of the site as part of the Central Waterfront Redevelopment Project.
- Topography: The site generally slopes down from Old Portland Road towards the Multnomah Channel. Several rock outcroppings exist in the northern portion of the site.





Figure 4. Existing Conditions Map



## Comprehensive Plan and Zoning Designations

### Comprehensive Plan

The St. Helens Comprehensive Plan includes goals and policies related to land use within the SHIBP.

#### Heavy Industrial Category

##### Goals:

- To establish large tracts of land where manufacturing and industrial operations of an intensive or heavy character may be carried out with minimal impact upon the community.
- To provide suitable sites where transportation, including employee carpooling, public utilities, and other special industrial requirements, such as the disposal of waste materials, can be met.

##### Policies:

- Apply this category to areas that already have existing heavy industry or can serve such industry with adequate rail, river or highway access.
- Ensure that the size, location and boundary conditions of heavy industrial areas are such that surrounding residential areas are protected.
- Follow a site design review process for heavy industrial activity to ensure proper setback, screening and buffering, and adequate consideration of significant fish and wildlife habitats; screening and buffering are particularly important for unsightly areas which can be viewed from arterials or adjoining residential areas.
- Ensure that heavy industrial operations have sufficient space for employee and truck parking, loading, maneuvering and storage.
- Designate sufficient land for heavy industrial purposes to meet estimated future needs and preserve these areas for such activities by excluding unrelated uses which would reduce available land and restrict the growth and expansion of industry and consider adding additional lands when the need for a specific site becomes known.
- Activities which have no off-site effects will be allowed in this area; heavy industrial activities with off-site noise, odor, air pollution or vibrating effects may be required to increase the setback from a property line.

#### Light Industrial Category

##### Goals:

- To provide a place for smaller and/or less intensive industrial activities where their service and transportation requirements can be met, and where their environmental effects will have minimal impact upon the community.

##### Policies:

- Apply this category where light industrial concerns have become established and where vacant industrial sites have been set aside for this purpose.
- Encourage preserving such designated areas for light manufacturing, wholesaling, processing and similar operations by excluding unrelated uses which would reduce available land and restrict the growth and expansion of industry.
- Ensure that light industry operations have adequate space with respect to employee and truck parking, loading, maneuvering and storage.
- Follow a site design review process for light industrial activity to ensure proper setbacks as well as screening and buffering, particularly for unsightly areas which can be viewed from



arterials or from adjoining residential areas; in contemplating the setbacks, consideration should be given to the effect of the activity on significant fish and wildlife areas.

### **Community Development Code**

The St. Helens Community Development Code establishes standards and procedures governing the development and use of land in the city of St. Helens and to implement the St. Helens Comprehensive Plan. As shown in Figure 5, assigned zoning districts in the SHIBP are concurrent with Comprehensive Plan designations. The following standards and procedures pertain to zoning districts within the SHIBP.

#### Heavy Industrial

The Heavy Industrial zone allows for intensive manufacturing activities including fabrication, processing, or assembling of semi-finished or finished products from raw materials, outdoor storage areas, and the storage of heavy equipment. It is also intended to provide locations for activities that need to be separated from more easily impacted activities such as schools, churches, etc. Standards are determined by the proximity to residential zones and the anticipated off-site impacts and include noise, vibrations, glare, odor, smoke, and gases/chemicals. The maximum height within 100 feet of any residential zone is 35 feet.

#### Light Industrial

The light industrial zone allows for general industrial use including light manufacturing and related activities with few, if any, nuisance characteristics such as noise, glare, and smoke. It permits manufacturing, processing, assembling, packaging or treatment of products from previously prepared materials and discourages residential and limited commercial uses. Standards are determined by the proximity to residential zones and the anticipated off-site impacts. The maximum height within 100 feet of any residential zone is 35 feet.

#### Willamette Greenway

The Willamette Greenway (WG) zone protects, conserves, enhances and maintains the natural, scenic, historical, agricultural, economic, and recreational quality of lands along the Willamette River. The WG zone is a superimposed zone to be used in combination with the existing underlying zone.

Within the WG zone, development shall be directed away from the Willamette River to the greatest practicable degree. However, lands committed to urban uses are permitted to continue, and intensification or development associated with existing or historical urban uses is allowed subject to the approval of the director. Urban uses are industrial and commercial activities including facilities relating to the production, storage and transportation of timber and paper products.

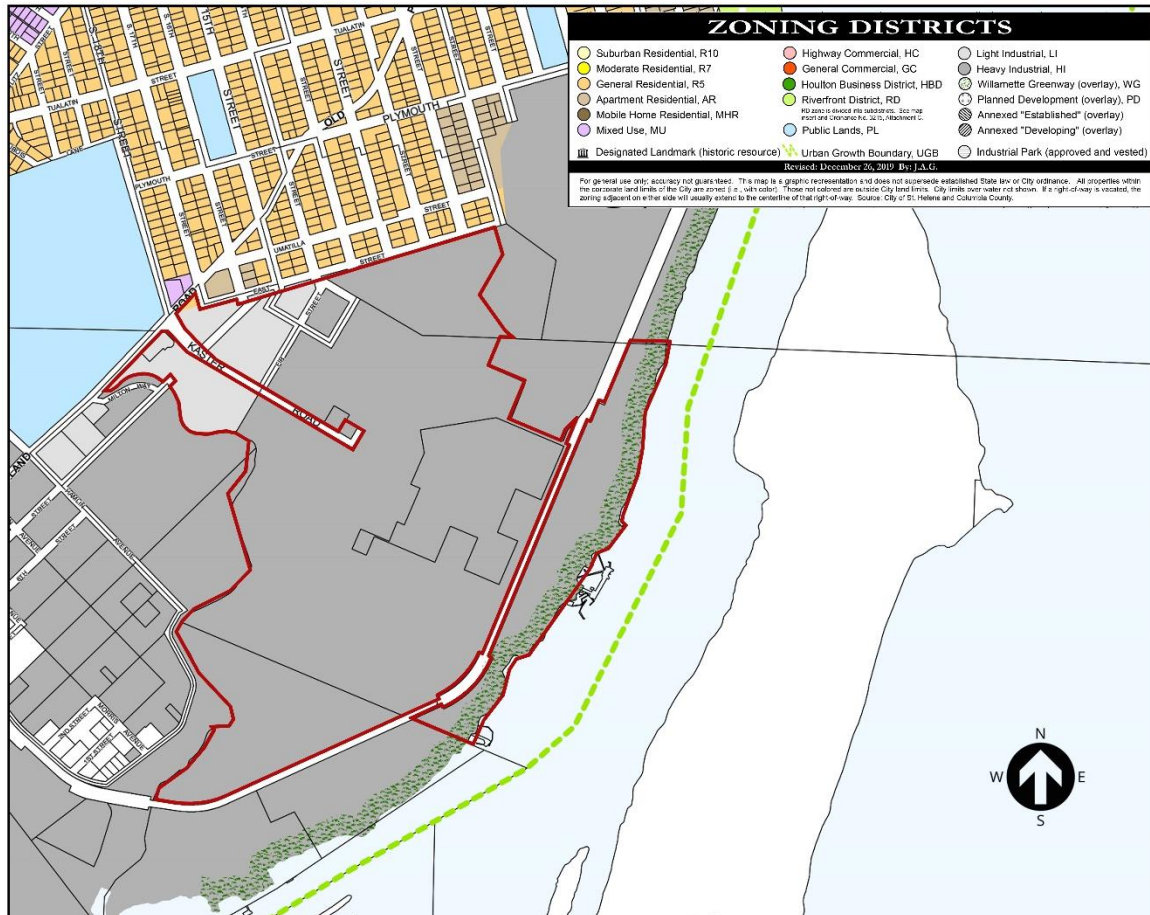
In evaluating a proposal, the director shall take into consideration the proposed activity's impact on fish and wildlife, public access, safety, and the vegetative fringe. The director may impose a setback in the WG zone if he/she believes these aspects have not been reasonably taken into account. Non-water-dependent and non-water-related uses shall be set back 150 feet from the river bank.

In areas in which there are industrial and commercial activities, public access is discouraged when there is a potential for physical harm to members of the public. Allowed activities will provide



maximum practicable landscaping, aesthetic enhancement, open space or vegetation between the activity and the Willamette River.

Figure 5. Zoning Map



### Buildable Lands

The majority of the site, approximately 186 acres, is zoned Heavy Industrial. Approximately 15 acres to the south of Old Portland Road and to the east and west of Kaster Road are zoned for Light Industrial use. Upland areas along the waterfront are subject to the Willamette Greenway overlay.

Zone	Abbreviation	Acres
Heavy Industrial	HI	185.8
Light Industrial	LI	15.4



## Transportation

### Streets

Primary access to the site is provided from Old Portland Road. Old Portland Road is classified as a minor arterial and is maintained under City jurisdiction. The right-of-way section is currently 60-feet and has been improved with two vehicle travel lanes and designated bicycle lanes on either side. Kaster Road, a dead-ended collector road, provides access from Old Portland Road to several parcels on site. A private access drive owned and maintained by the Cascade Tissue Group connects at Kaster Road and functions as the primary entrance into the site.

The intersection of Old Portland Road and Kaster Road is signalized; however, the signal is not operating under current standards. Multiple improvement options have been considered to bring the intersection into compliance. The preferred option would be a four-leg roundabout at the intersection, as proposed within the Riverfront Connector Plan (Figure 6).

Figure 6. Preferred Old Portland Road and Kaster Road Intersection Improvement Option





There are several unimproved right-of-way sections on site which may potentially be vacated for future development. Fir Street, Church Street, Terrace Street and Park Street are unimproved and do not have known utilities located within the right-of-way. East Street and 7<sup>th</sup> Street have underground utilities that would need to be considered before vacating. An existing 50-foot access easement just south of the Cascade Tissue facility provides access to the ACSP, LLC lease area. A 20-foot wide access and utility easement located along the south end of the ACSP site provide access along the south of the site.

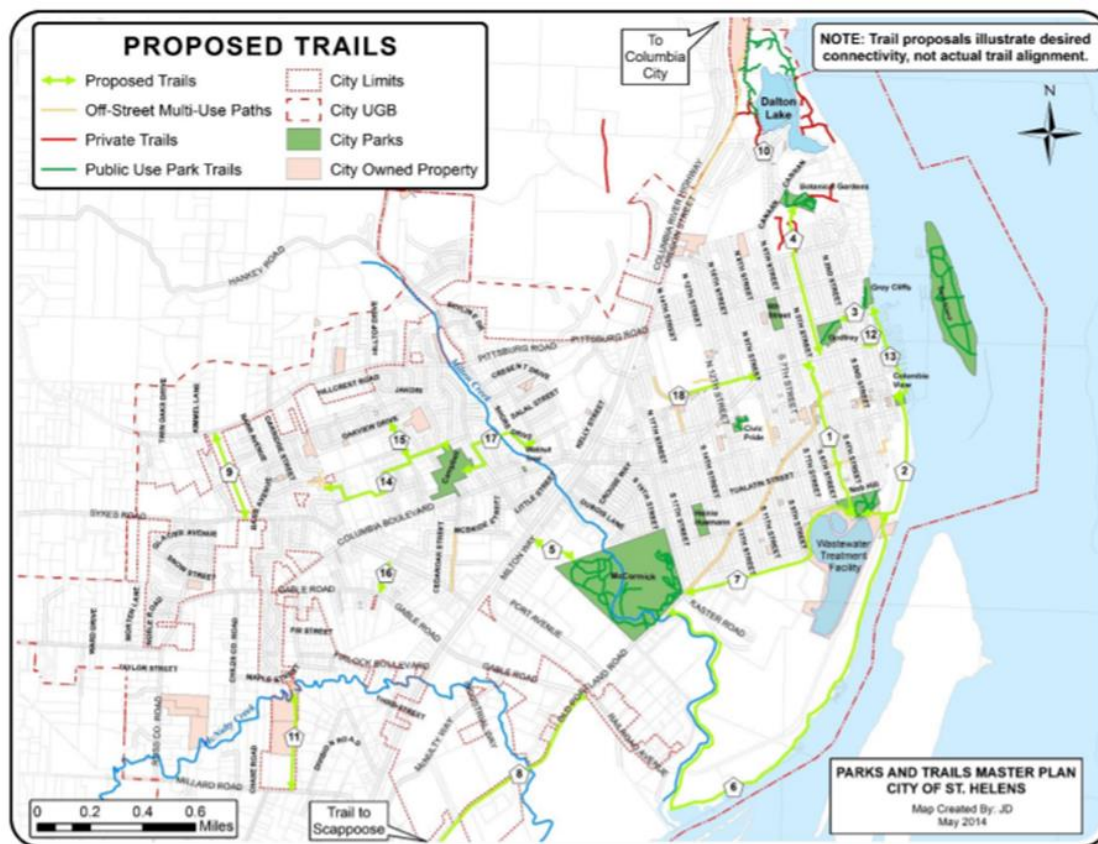
### Railway

The site is bisected by an operational railspur run by Portland & Western Railroad which dead-ends at the site.

### Trails

An existing shared use pathway runs along the east side of Old Portland Road. There are also several proposed shared use paths and trails within parks located adjacent to the study area roadways, including McCormick Park, Nob Hill Nature Park, and Columbia View Park. Milton Creek Trail, a regional trail, follows Milton Creek from McCormick Park to the Riverfront. The East Street Trail, a local access trail, connects the McCormick Park trails to the Nob Hill Nature Park Trails. A trail connection following the Milton Creek and connecting at the waterfront downtown through the site has been shown on the City's Parks and Trails Master Plan (Figure 7).

Figure 7. Trails Master Plan Map



## Environmental Conditions

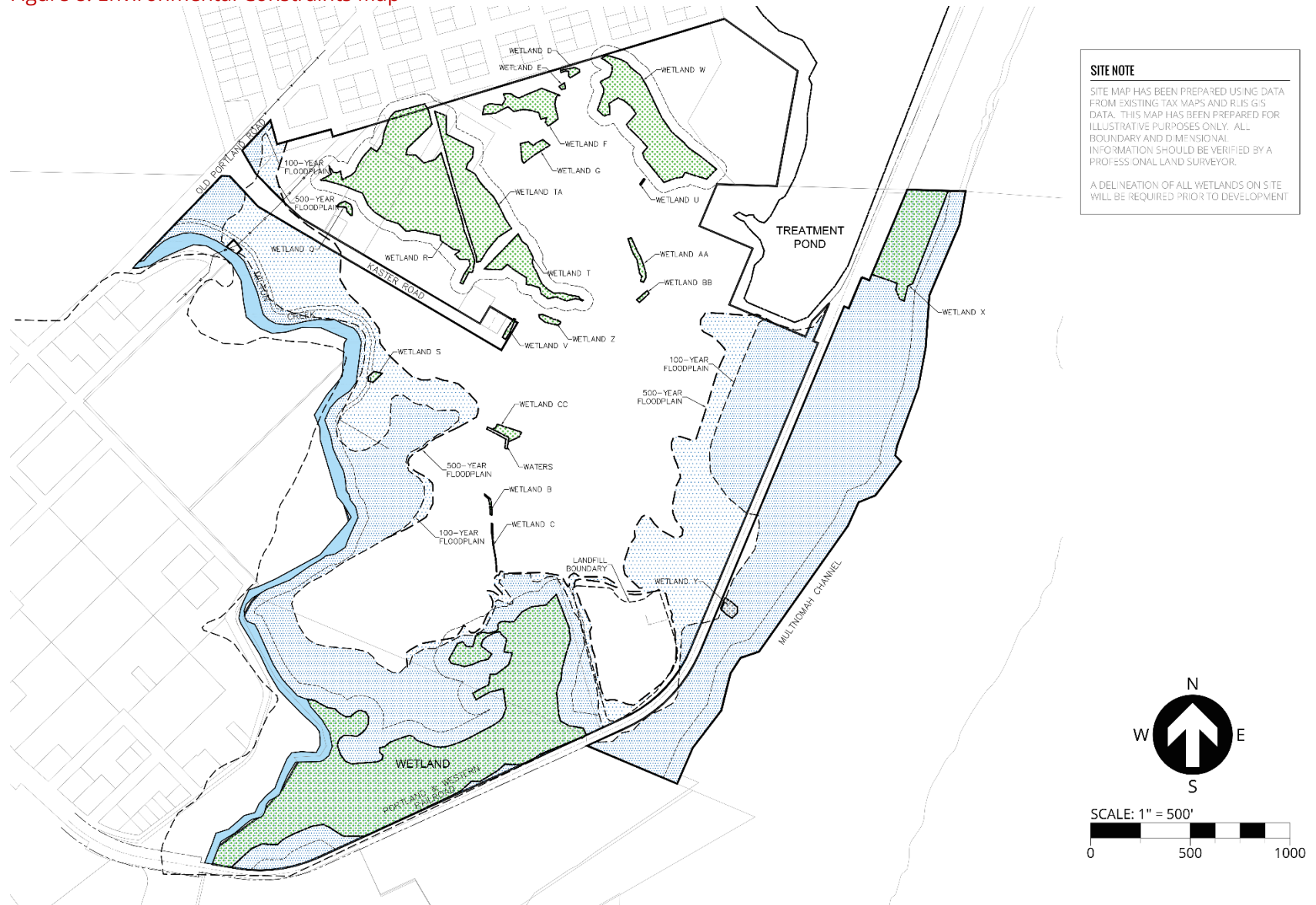
The SHIPB site is located along the Multnomah Channel, a distributary of the Willamette River. Milton Creek, an essential salmonid stream, runs along the eastern perimeter of the property, continuing in McCormick Park, north of Old Portland Road. Milton Creek terminates south of the SHIPB site at the Multnomah Channel. The Multnomah Channel and Milton Creek riparian areas are identified as Statewide Planning Goal 5 resources. The City's Goal 5 riparian corridor areas include water areas, fish habitat, adjacent riparian areas and wetlands within the riparian boundary area, and significant wetlands identified by the city. The site is mapped with 100-year and 500-year floodplains associated with the Multnomah Channel and Milton Creek waterways. A wetland delineation of the majority of the SHIPB site was prepared by Wetland Solutions Northwest, LLC "(WD 2019-0324)". Within the study area, 19 wetlands, a waterway and the Milton Creek high water line were delineated. The delineated wetlands identification and size has been listed in the table below and Figure 8. The additional wetlands or areas with potential wetlands will need to be delineated prior to development of the site. The protection zones for the significant Goal 5 wetlands have not been included in the area calculations of each wetland below.

Potentially Jurisdictional Feature	Size (Acres)
Wetland B	0.02
Wetland C	0.02
Wetland D	0.05
Wetland E	0.01
Wetland F	0.72
Wetland G	0.19
Wetland Q	0.05
Wetland R	5.31
Wetland S	0.05
Wetland T	0.83
Wetland U	0.01
Wetland V	0.04
Wetland W	2.84
Wetland X	1.48
Wetland Y	0.12
Wetland Z	0.06
Wetland AA	0.12
Wetland BB	0.03
Wetland CC	0.12
Total Wetland Area	12.07

The SHIPB site has known and suspected contamination as a result of the historical use as an industrial paper mill. An existing landfill located on the site is approximately 5.3 acres in size. The landfill is located entirely within the ACSP lease agreement area (Figure 8). Boise White Paper has an Environmental Indemnification Agreement with the City to address existing or discovered contamination on the site.



Figure 8. Environmental Constraints Map



## Existing Utilities

The existing utility assessment and map were prepared through a review of documentation provided by the City, meetings with key stakeholders and a site visit. The following is a description of the existing public water, stormwater, sewer, and power infrastructure providing service to the site. The site has been divided into four quadrants for ease of discussion (Figure 9).

### Water

There are existing 6" public water mains that run along S. 18<sup>th</sup> Street and Old Portland Road. These water mains intersect at the Old Portland Road and S. 18<sup>th</sup> Street intersection. The 6" public main then extends down Kaster road for approximately 400-feet, where it then enlarges to an 8" main and continues for another 1,000-feet before it terminates at the water meter for Cascade Tissue. Additionally, there is a raw water intake owned by the City of St. Helens at the southwest side of the site within the Multnomah Channel that is the source of process water supply for Cascade Tissue.

The existing static pressure at the Cascade Tissue water meter is 96-psi. Water flowrates for industrial and fire supply will need to be modeled for each parcel to confirm serviceability to the potential future industrial users onsite. It should be noted that the fire flow will likely be the limiting factor for supply due to high flow requirements required by the local fire district. It should also be noted that looping the water system onsite can aid in providing adequate water supply at desired pressure.

### Stormwater

Stormwater onsite is collected and conveyed through a series of ditches, catch basins, and stormwater pipes. The Stormwater Pollution Control Plan divides the site into four quadrants. Quadrant 1 does not contain any mill process area and drains to an outfall in the Multnomah Channel. Quadrant 2 does not contain any mill process area and drains to an outfall in Milton Creek. Quadrant 3 and 4 are process areas and are treated onsite prior to discharging to the Columbia River. See Figures 1-6 from the Stormwater Pollution Control Plan (Appendix A) for additional information on stormwater drainage patterns.

Stormwater treatment for future development can either be handled by each parcel or with a regional stormwater treatment facility. Providing a regional stormwater treatment facility could both ensure stormwater facilities are properly maintained and make parcels more attractive. Having a regional facility located near the waterfront would allow existing drainage patterns to be utilized without the addition of a stormwater pump station.

Figure 9. Quadrant Map



### Sanitary Sewer

There is an existing 24" public gravity sanitary sewer line flowing from southwest to northeast that runs along the 7<sup>th</sup> Street right-of-way. This gravity main enlarges to 27" just east of Kaster Road. The



sanitary main then continues by routing along the East Street right-of-way. This main then upsizes to 33" and continues along the northern boundary of Parcels 6, 7, 8, and 9. Additionally, there is a 15" main which flows to the north and terminates in Kaster Road approximately 310-feet south of the Old Portland Road and S. 18<sup>th</sup> Street intersection. All future development will be required to connect to the public sanitary sewer system.

The site drains from northwest to southeast, with a change in elevation of approximately 37-feet. There is an existing private wastewater treatment facility onsite which handles the process wastewater from Cascade Tissue and ACSP's pre-existing lavatory waste. DEQ requires that only the pre-existing mill will be able to discharge directly to the Wastewater Treatment Plant.

To provide sewer service to future development, a sewer pump station will be needed. This sewer pump station will likely need to be located near the waterfront as existing drainage patterns dictate gravity sewer drainage. The gravity sewer piping will need to follow the alignment of the proposed roadways and drain down to the sewer pump station location. The force main can be routed along existing and/or proposed roadways to deliver the flow to the public sewer system. No current capacity issues are noted on the existing public gravity sewer mains. All future development will be required to connect to the public sanitary sewer.

#### **Electrical Power, Natural Gas, and Communications**

Electrical power is serviced by Portland General Electric (PGE). There is an existing substation onsite which is leased by PGE. The City of St. Helens is serviced by Northwest Natural Gas. The location of the nearest communication lines (including telephone, fiber, cable) for franchise utilities are unknown.

No issues are anticipated to provide electrical power, natural gas, or communications (including telephone, fiber, cable) for future development. It is anticipated that these utilities will be provided in a combined private utility trench within the public right-of-way or utility easements.



Figure 10. Quadrant 1 Utilities Map (Figure 3 from 2017 SWPCP)

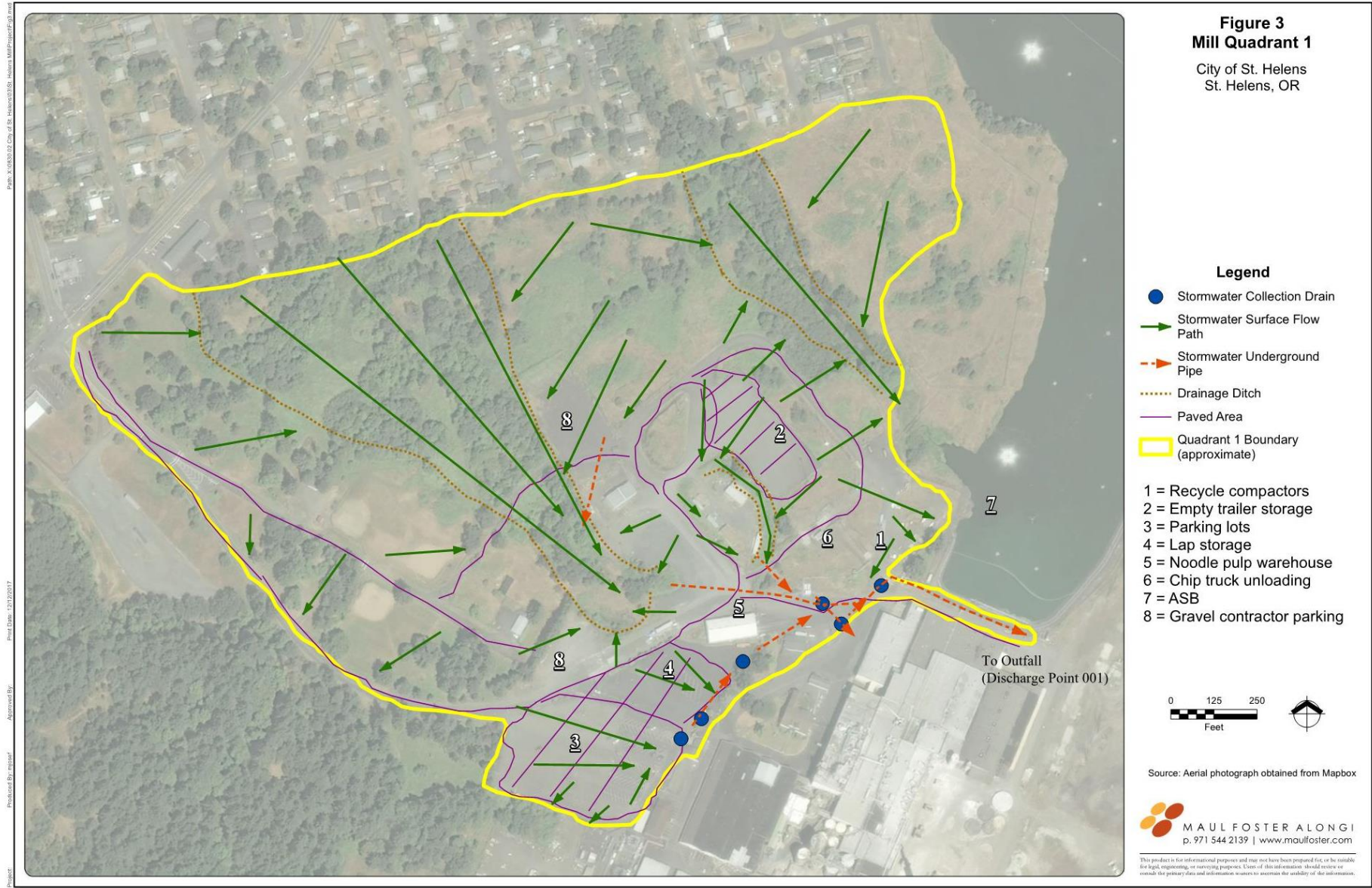




Figure 11. Quadrant 2 Utilities Map (Figure 4 from 2017 SWPCP)

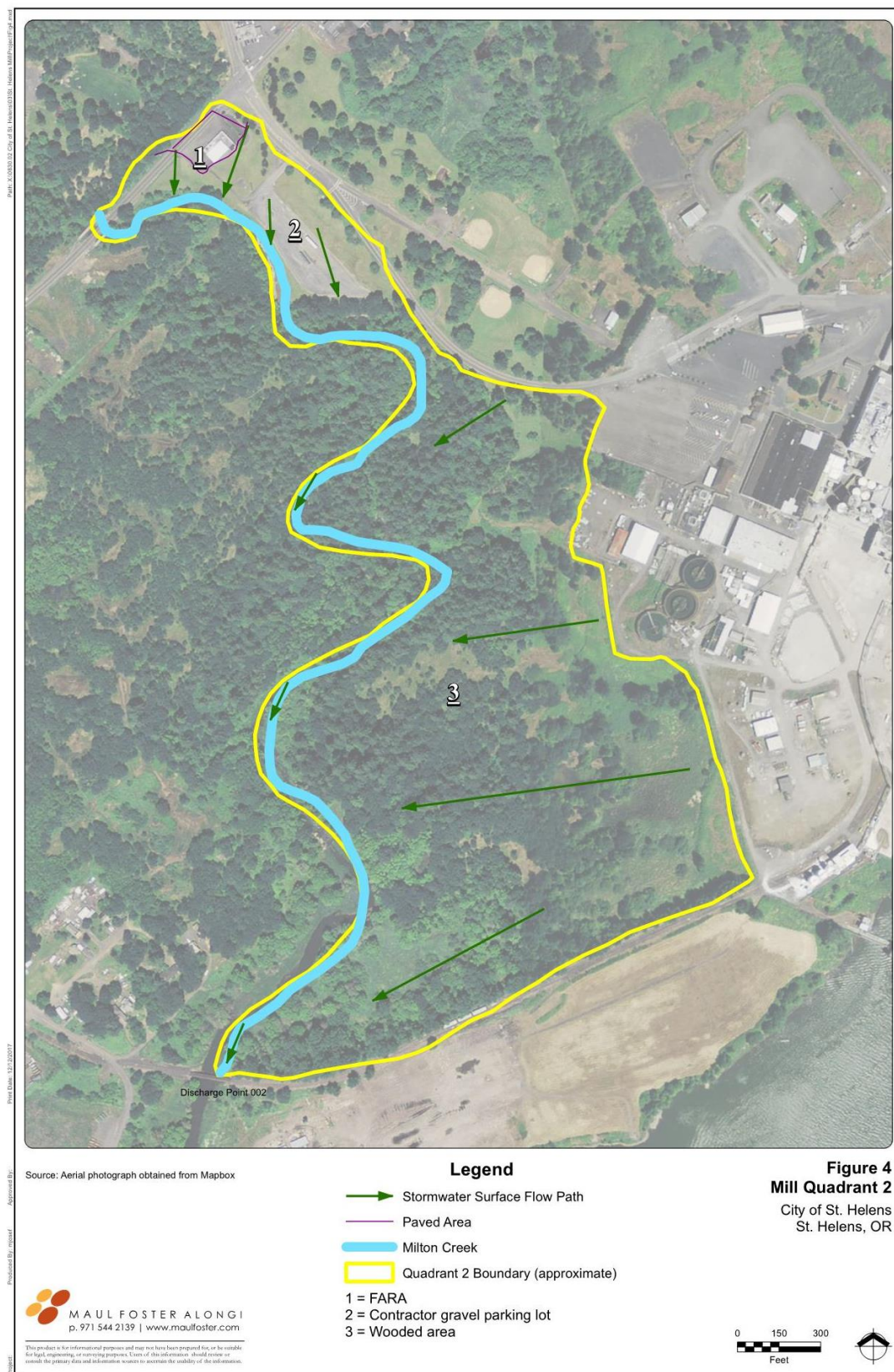




Figure 12. Quadrant 3 Utilities Map (Figure 5 from 2017 SWPCP)





Figure 13. Quadrant 4 Utilities Map (Figure 4 from 2017 SWPCP)



## Waterway Lease

The City has an existing waterway lease along the Columbia River boundary of the property with a sub-lease agreement with Wilsonville Concrete.

Figure 14. Oregon DSL Waterway Lease Map – Parcels 1, 2, 3, 4 and 5



## Updated Market Analysis

This analysis updates an existing market analyses to inform potential parcel size and industrial users, including potential water-related users, based on the regional industrial climate.

### ECONOMIC OUTLOOK IN THE MIDST OF THE COVID-19 PANDEMIC

This report was drafted in the Spring of 2020. As of this draft, the Covid-19 virus has created a global pandemic that has resulted in entire sectors of the economy being put on pause. Short- to intermediate-term impacts on the economy remain uncertain, although disruptions in commercial and industrial market fundamentals are expected. Over the long-term horizon of which the study area will build out, prevailing demographic and economic trajectories will have greater influence than cyclical variations or economic shocks. As such, this analysis assumes a return to long-term economic stabilization.

In 2015, ECONorthwest conducted extensive market analysis for the business park as part of a larger economic analysis of the proposed new transportation connection from Highway 30 to the Riverfront District. At that time, a declining manufacturing sector had led to a decrease in employment and wages in St. Helens, and most people commuted out of the area for work. A key finding is that the City and its partners should focus finding strategies for keeping workers in St. Helens, especially in growing companies. One recommendation from that analysis is to conduct extensive analysis of the site's existing conditions, including parcel "shovel-readiness," site constraints, and identifying the location(s) of developable pockets of parcels.

The consultant team prepared an updated look at user needs in Columbia County to inform the Master Plan's parcelization plan and infrastructure funding plan by compiling U.S. Census Quarterly Census of Employment and Wages data for Columbia County and conducting five stakeholder interviews with local economic development stakeholders, including the Port of Columbia County, the City of St. Helens, Oregon Manufacturing Innovation Center (OMIC), Columbia-Pacific Economic Development District (Col-Pac), and local industry representatives.

### What has changed over the past five years?

From 2015 to early 2020, the Portland region's employment grew, and the economy continued to diversify and broaden its base. While the region does specialize in some sectors, like semiconductors and the outdoor apparel cluster, the region's evolving industrial structure is matching trends with the country.<sup>1</sup> At the same time, the urban-rural economic divide has grown, and Columbia County experienced both spillover effects of growth from the Portland region, and continued impacts from its transition away from a timber-dependent economy.

Key developments in Columbia County include:

<sup>1</sup> Lehner, Josh. Industrial Diversification in Oregon. March 13, 2019. Oregon Office of Economic Analysis Blog. <https://oregoneconomicanalysis.com/2019/03/13/regional-business-cycle-exposure-pt-2/>





- The Oregon Manufacturing Innovation Center was established in Scappoose, bringing new talent and attention to the area and driving interest in the county's industrial land.
- Portland Community College broke ground on its workforce training center adjacent to OMIC.
- Cascade Tissue affirmed its long-term presence in the Columbia County, opening a 285,000 square foot facility in Scappoose.
- As target industries have changed, there has been a shift in focus from heavy industry users and larger 20+ acre industrial parcels to smaller parcels and light industrial users.
- At the SHIBP, the City has welcomed one new user to the site (ACSP, LLC), along with several new development proposals and ideas.

In February 2020, the COVID-19 pandemic hit the United States. After 11 years of economic expansion, the social distancing required by the pandemic has precipitated massive layoffs, supply chain disruptions, and stay-at-home orders in the Pacific Northwest. The pandemic has the potential of leading to a recession, the extent or depth of which is not currently known.

## What is the industrial landscape in St. Helens?

Small firms comprise the majority of industrial businesses, and there is a diverse business mix within industrial areas.

The United States Census Quarterly Census of Employment and Wages (QCEW) from 2018 data on firms provides an updated overview of the industrial landscape in St. Helens and Columbia County, we evaluated. Key findings from this analysis include:

- About a quarter of Columbia County's employees work in industrial sectors. Overall, the County has 2,959 employees working in industrial sectors, and 1,633 employees working in manufacturing.
- Among traditional industrial sectors<sup>2</sup>, the majority of firms (83%), have fewer than 15 employees.
- Large heavy manufacturing firms in the city are concentrated in legacy industries including fabricated metals, paper, and packaging materials.
- Some retail and other services (i.e. maintenance, repair, equipment leasing) have located in industrial areas, showing there is demand beyond traditional industrial sectors.
- Many businesses in St Helens are home businesses operating out of outbuildings on large parcels that also include a metal structure. Nearly the entire construction sector functions in these spaces.

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<sup>2</sup> Construction, manufacturing, wholesaling, transportation, and warehousing.



## **Who are the potential users of the St. Helens Industrial Business Park? What size sites do they need?**

### Small footprint users are the most likely candidates for the site.

The 2015 Columbia County Market Analysis posited that the business park would be “best situated to capture spillover light industrial industry from Portland, as well as growing light industries located in the region that need more space.” Based on findings from the 2020 interviews, this remains true.

The market for smaller footprint industrial uses is a function of both supply and demand. The quantitative data on existing businesses and qualitative input from interviewees suggest a market for small- to mid-sized firms in the area. Potential industries cited in interviews included light manufacturing, bulk commodities, natural resources (biomass and off-products), and recycling / green industry.

### There may be opportunities for speculative development.

However, due to their scale, many small footprint users are not interested in owner-occupied or build-to-suit spaces. This falls in line with the supply constraints in the market. Interviewees state that it is generally not feasible to develop industrial buildings smaller than 30,000 sq. ft. This is because small buildings are not capable of absorbing costs associated with providing transportation access and utilities or addressing onsite development constraints. These factors show that there may be market opportunities for some speculative development in St. Helens, which was also affirmed through the interviews. Under stable market conditions, we would expect supportable demand for a 30,000 to 50,000 sq. ft. speculative light industrial building. Speculative projects in similarly positioned markets (Port of Kalama, Port of Camas/Washougal) are recent precedent successes. However, these recent successes preceded the economic implications of the COVID-19 pandemic. In the near-term, we would expect low rates of new business formation and/or expansion resulting from more measured market growth, access to capital, and appetite for risk. Increases in industrial vacancies will likely deteriorate market conditions further. Collectively these factors will likely delay pace the timing of market support for speculative industrial development well into the post COVID-19 recovery.

### Light manufacturing is a likely target industry.

Interviewees cite the need for a critical mass of integrated businesses which can help to shorten the supply chain so that local businesses can source locally. Interviewees cite several factors that set up to complement a light industrial manufacturing industry in St. Helens: favorable local government regulations, the area’s strategic location close to the I-5 corridor but on the less trafficked Highway 30 corridor, and strong local workforce that currently commute to Portland and to a lesser extent Hillsboro. In addition, the City’s efforts to revitalize downtown and the waterfront may help to attract new residents who seek a vibrant, small-town experience. Each of these factors may contribute to some spillover from the Portland region of manufacturers looking for room to grow.

Potential manufacturing sectors may include specialty manufacturing and manufacturers that are complementary industries to current businesses, including industries that can cluster with Cascade Tissue. These users have demonstrated market interest along the Lower Columbia, ranging from Scappoose to Port Westward and at the Port of Kalama in Washington State.



*Key takeaway: Uses would skew to smaller two- to five-acre parcels, but some users may be in need of larger ten- to twenty-acre parcels. There remains regional demand for larger 20- to 40-acre sites, but other industrial areas (e.g. Port Westward or Scappoose Industrial Park) may be better positioned to attract such users.*

## **What users might be interested in locating on the waterfront?**

The SHIBP is a strategic location for a narrow set of users who can locate in a shallow water area.

The main constraint of the waterfront portion of the SHIBP is that it is limited to shallow draft boats and maneuverability is low. For certain users, such as tugboat operators, this could be an asset. A local maritime industry stakeholder said that this location is ideal because it is central to many potential freight destinations and at the confluence of the Multnomah Channel and the Columbia River. If the City were to offer incentives and proactively build infrastructure to support uses at the business park, the City could potentially attract a suitable maritime use. Another factor for some users is the ability to own the waterfront sites outright. However, there are several barriers to development of maritime uses, including State of Oregon Department of State Lands regulations, and the cost associated with removing abandoned and submerged derelict boats at the existing high dock. A working waterfront may also have associated operational costs for dredging and dock maintenance. Beyond the water uses, ancillary land side buildings could include business offices or storage.

If the SHIBP is able to attract water-based industry, there may be other industries that would want to be close to that user, including:

- Drydock repair and the ability to pull vessels out of the water. While a user at this site would not compete with larger repair operations like Vigor or Sundial, there are opportunities for smaller scale vessels. An example of this can be found at Tongue Point in Astoria.
- Shoreside heavy lift crane. This would offer the ability to do barge loading/off-loading, load and unload bulk material. There is clear demand for such uses.
- Small intermodal facilities. The viability of such a facility would depend on the cost per unit and traffic on the rail line, which may not provide the necessary value-add to justify the cost of construction. The site may also be at a competitive disadvantage relative to Scappoose and Longview unless there is a rail cost advantage.
- Drilling/Dredging support. Such a user would support the maintenance of the waterfront area as well as other water-dependent industrial areas nearby. An example of this is DMI in Portland.

*Key takeaway: An active waterfront at the SHIBP could serve as a catalyst for other complementary users. These users would similarly require a small footprint, as most of their operations would be in-water.*



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**For light industrial users, what are the Industrial Business Park's competitor areas, and what advantages does the SHIBP have?**

The SHIBP competes with other industrial areas at the regional scale.

Beyond Columbia County, users are generally evaluating alternatives in Portland and in rural Clackamas County. For non-marine dependent users, areas like Estacada and Molalla offer similar cost advantages, distance from the metro area, and the ability to draw from Clackamas Community College's workforce training.

Within Columbia County, there are several direct competitor areas.

These include the Port's McNulty Creek and Milton Creek Industrial Parks, and the Scappoose Industrial Park. Since 2015, the Scappoose Industrial Park has come online, with 200 acres of land available for new development closer to the Portland market and the OMIC. It may also be more desirable to some users, given its closer proximity to Portland. However, OMIC is largely regarded as a regional resource will improve the overall marketability of Columbia County once technical training and other synergy materialize at and around OMIC. With its position adjacent to OMIC, the Scappoose Industrial Park is well positioned to attract anchor industries with direct dependencies on OMIC (e.g. larger scale metals manufacturing) and or airport-related uses.

As the relationship between OMIC and local businesses takes shape, complementary businesses will influence demand for industrial space throughout Columbia County. While this phase is a cycle or two in the future, it will likely represent a transition toward mid-size firms.

Collectively, industrial properties in Columbia County offer a cost advantage vis-à-vis the Portland market, space for future expansion and growth, and a less restrictive regulatory environment. The largely unbuilt nature of many industrial areas in the market offers a blank slate for new business clusters to organize around both legacy and emerging industrial anchors.

What can the City do to best encourage a healthy business mix on the SHIBP site?

For businesses evaluating investment opportunities, the risk profile is still very high for the SHIBP, and it will take some shoring up to catalyze new private investment. Interviewees are impressed with the City of St. Helens' business friendliness and willingness to be creative and entrepreneurial.

Key next steps could include:

- Complete due diligence on the site. Interviewees mention the need to provide better certainty of what City's asset is, including environmental issues, existing infrastructure issues, easements, etc. This will be completed as part of the master plan.



- Prioritize infrastructure to key opportunity sites. Multiple interviewees characterized the lack of access and transportation infrastructure as the primary development challenge for matching potential users with sites in Columbia County. Users would prefer to have city water, sewer, and electrical service ready to go at the property line, along with a public access road. Given the range of potential user needs described above, it is not necessary at this point to fully flesh out exact lot sizes. Instead, the City can focus on providing the main access road to the site, and provide stubbed utilities to serve collections of parcels.
- Focus on training. The St. Helens workforce is a great asset to the area. Craig Campbell from OMIC explained OMIC's potential role in helping to transition the economy through training from its paper mill focused to a broader, more resilient set of industries. OMIC is a resource for every business in Columbia County and beyond, and is committed to partnering with local governments to serve as a resource. This condition will only improve when the PCC campus comes online.
- Explore the feasibility of speculative development. Both qualitative and quantitative inputs to this study identify market opportunities for speculative light industrial development. The City should have a plan to capitalize on opportunities when market conditions normalize.
- Promote a flexible parcelization plan. All indications point to an established market for two to five-acre sites capable of accommodating 30,000 to 50,000 square foot structures. However, the City's parcelization strategy should allow for opportunities to aggregate sites to accommodate mid-sized users. With transportation access and infrastructure presenting the greatest challenges to development, a path of growth phasing strategy stemming from primary access points along Old Portland Road is likely.

Col-Pac indicates that they have received requests for 25-acre or larger sites, especially for businesses that are priced out of the Portland market or who do not need to be centrally located.

Col-Pac has had difficulty matching potential users with sites. This is because while the land may be available, the transportation and utility infrastructure is not yet available to service the development, and is beyond the investment timeframe of the potential business.

While we consider the market for the SHIBP to be for smaller parcels in the 2-5-acre range, this unmet market need is indicative of a need to maintain flexibility and provide opportunities for aggregation.





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## Appendix A. Stormwater Pollution Control Plan Exhibits



# STORMWATER POLLUTION CONTROL PLAN

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## CITY OF ST. HELENS MILL

*Prepared for*

### **CITY OF ST. HELENS**

SITE NAME: CITY OF ST. HELENS MILL  
SITE OPERATOR/OWNER: CITY OF ST. HELENS  
DEQ PERMIT FILE NO.: 9582  
EPA PERMIT NO.: ORR220121  
PRIMARY SIC CODE: 2621  
SITE CONTACT: JOHN WALSH  
PHONE NO.: 503-366-8211  
EMAIL: JWALSH@CI.ST-HELENS.OR.US  
SITE PHYSICAL ADDRESS: 1300 KASTER ROAD  
ST. HELENS, OREGON 97051  
COLUMBIA COUNTY  
MAILING ADDRESS: P.O. BOX 278  
ST. HELENS, OREGON 97051

*December 28, 2017*

*Project No. 0830.02.03*



*Prepared by*

*Jacob Faust, PE*

*Maul Foster & Alongi, Inc.*

*2001 NW 19th Avenue, Suite 200, Portland OR 97209*

# STORMWATER POLLUTION CONTROL PLAN

CITY OF ST. HELENS MILL

*The material and data in this plan were prepared  
under the supervision and direction of the undersigned.*

MAUL FOSTER & ALONGI, INC.



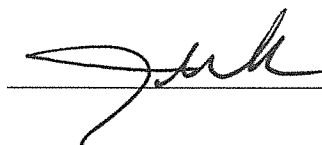
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*Jacob Faust, PE  
Senior Engineer*

## CERTIFICATION

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*I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*



---

John Walsh  
City Administrator

# STORMWATER POLLUTION CONTROL PLAN CHECKLIST

SITE NAME: BOISE ST. HELENS PAPER DEQ FILE NO. 9582

Permit Schedule		SWPCP Required Element	Page No.	Comments (Official Use Only)
New Discharger	Permit Cover and Exclusion	A new discharger to an impaired water without a TMDL must meet one of the conditions in this section of the permit to obtain coverage	N/A	
Tier II Status	A.3	Facility triggered Tier II under previous permit <input type="checkbox"/> Yes Facility triggered Tier II under current permit <input type="checkbox"/> Yes Provide a description of treatment controls or source control or mass load reduction waiver, including low impact development, in response to corrective action requirements and operation and maintenance procedures.	N/A	
Signature	A.6.b.	Signed and certified in accordance with 40 CFR 122.22	III	
Title Page	A.7.a.	Plan date	I	
		Name of the site	I	
		Name of the site operator or owner	I	
		Name of the person(s) preparing the SWPCP	I	
		DEQ File No. and EPA Permit No.	I	
		Primary SIC code and any co-located SIC codes	I	
		Contact person(s) name, telephone number and email	I	
		Physical address, including county	I	
Site Description*	A.7.b.ii	A description of industrial activities conducted at the site and significant materials stored, used, treated or disposed of in a manner which exposes those activities or materials to stormwater. Include in the description the methods of storage, usage, treatment or disposal.	2	
		Location and description, with any available characterization data, of areas of known or discovered significant materials from previous operations.	N/A	
		Regular operating hours of operation.	2	
General Location Map	A.7.b.i	General location of the site in relation to surrounding properties, transportation routes, surface waters and other relevant features.	Figure 1	
Site Map* (please identify clearly)	A.7.b.i	Drainage patterns	Figures 3,4,5,6	
		Conveyance and discharge structures, such as piping or ditches	Figures 3,4,5,6	
		All discharge points assigned a unique three-digit identifying number starting with 001, 002 used for electronic reporting	Figure 6	
		Outline of the drainage area for each discharge point	Figures 3,4,5,6	
		Paved areas and buildings within each drainage area	Figures 3,4,5,6	
		Areas used for outdoor manufacturing, treatment, storage, or disposal of significant materials	Figures 3,4,5,6	
		Existing structural control measures for minimizing pollutants in stormwater runoff	Figures 3,4,5,6	
		Structural features that reduce flow or minimize impervious areas	Figures 3,4,5,6	

Permit Schedule		SWPCP Required Element	Page No.	Comments (Official Use Only)
Site Map* (please identify clearly)	A.7.b.i	Material handling and access areas	Figures 3,4,5,6	
		Hazardous waste treatment, storage and disposal facilities	N/A	
		Location of wells including waste injection wells, seepage pits, drywells	N/A	
		Location of springs, wetlands and other surface waterbodies both on-site and adjacent to the site	Figures 3,4,5,6	
		Location of groundwater wells	N/A	
		Location and description of authorized non-stormwater discharges	Figures 3,4,5,6	
		Exact location of monitoring points, indicating if any discharge points are "substantially similar" and not being monitored	Figures 3,4,5,6	
		Location and description of spill prevention and cleanup materials	Figures 3,4,5,6	
		Locations of the following materials and activities if they are exposed to stormwater and applicable:		
		Fueling stations	N/A	
		Vehicle and equipment maintenance cleaning areas	Figures 3,4,5,6	
		Loading/unloading areas	Figures 3,4,5,6	
		Locations used for the treatment, storage, or disposal of wastes	Figures 3,4,5,6	
		Liquid storage tanks	Figures 3,4,5,6	
		Processing and storage areas	Figures 3,4,5,6	
		Immediate access roads and rail lines used or traveled by carriers of raw materials, manufactured products, waste materials, or by-products used or created by the facility	Figures 3,4,5,6	
		Transfer areas for substances in bulk	Figures 3,4,5,6	
		Machinery	Figures 3,4,5,6	
		Locations and sources of run-on to your site from adjacent property	Figures 3,4,5,6	
Potential Pollutants	A.7.b.v	For each area of the site where a reasonable potential exists for contributing pollutants to stormwater runoff, a description of the potential pollutant sources that could be present in stormwater discharges and if associated with a co-located SIC code.	3	
Impervious Area	A.7.b.viii	An estimate of the amount of impervious surface area (including paved areas and building roofs) and the total area drained by each stormwater discharge point to be reported in area units.	3, 4	
Receiving Waters	A.7.b.ix	The name(s) of the receiving water(s) for stormwater drainage. If drainage is to a municipal storm sewer system, the name(s) of the ultimate receiving waters and the name of the municipality.	3, 4	
Monitoring Locations*	A.7.b.x	The identification of each discharge point and the location(s) where stormwater monitoring will occur as required by Schedule B.2. The monitoring location must also be labeled in the SWPCP as "monitoring location".	3, 4	

Permit Schedule		SWPCP Required Element	Page No.	Comments (Official Use Only)
		Existing discharge points excluded from monitoring must include a description of the discharge point(s) and data or analysis supporting that the discharge point(s) are substantially similar as described in Schedule B.2.c.ii of this permit SWPCP as "monitoring location".	3, 4	
Site Controls*	A.7.b.vi	A description of the control measures installed and implemented to meet the technology and water quality based requirements below and any applicable sector specific requirements (Sch.E)	4-6	
		Minimize exposure	4, 5	
		Oil and grease	5	
		Waste chemicals and material disposal	5, 6	
		Erosion and sediment control	6	
		Debris control	6	
		Dust generation and vehicle tracking	6	
		Housekeeping	6	
		Spill prevention and response	6-9	
		Preventative maintenance	9, 10	
		Employee education	11	
		Non-stormwater discharges	11, 12	
Procedures and Schedules	A.7.c.i	<b>Spill Prevention and Response Procedures.</b> Procedures for preventing and responding to spills and cleanup and notification procedures. Indicate who is responsible for on-site management of significant materials and include their contact information. Spills prevention plans required by other regulations may be substituted for this provision if the spill prevention plan addresses stormwater management concerns and the plan is included with the SWPCP.	6-9	
		Indicate how spill response will be coordinated between the permit registrant and otherwise unpermitted tenants. The permit registrant is ultimately responsible for spills of the tenant and appropriate response.	9	
	A.7.c.ii	<b>Preventative Maintenance Procedures.</b> Procedures for conducting inspections, maintenance and repairs to prevent leaks, spills, and other releases from drums, tanks and containers exposed to stormwater and the scheduled regular pickup and disposal of waste materials. Include the schedule or frequency for maintaining all control measures and waste collection.	9, 10	
	A.7.c.iii	<b>Operations and Maintenance Plan.</b> Include an operation and maintenance plan for active treatment systems, such as electrocoagulation, chemical flocculation, or ion-exchange. The O&M plan must include, as appropriate to the type of treatment system, items such as system schematic, manufacturer's maintenance/operation specifications, chemical use, treatment volumes and a monitoring or inspection plan and frequency. For passive treatment and low impact development control measures, include routine maintenance standards.	N/A	
	A.7.c.iv	<b>Employee Education Training Program and Schedule.</b> Orientation no later than 30 calendar days of hire or change in duties, education annually. Include a description of the training content and the required frequency.	11	
*Some facilities must meet sector specific requirements (Schedule E) and include additional information in SWPCP, including the site map. If applicable, ensure that the SWPCP includes the sector specific information.				

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# 1 INTRODUCTION

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This Stormwater Pollution Control Plan (SWPCP) was prepared on behalf of City of St. Helens (City) consistent with the National Pollutant Discharge Elimination System Stormwater Discharge Permit No. 1200-Z (the Permit) issued to the City by the Oregon Department of Environmental Quality (DEQ) for stormwater discharges from the St. Helens Mill located at 1300 Kaster Road in St. Helens, Oregon (see Figure 1).

This SWPCP addresses the requirements of the Permit with an effective date of August 1, 2017. This SWPCP is prepared consistent with the SWPCP requirements outlined in the Permit Schedule A and the provisions of Title 40, Code of Federal Regulations (CFR), Part 122, and serves as a guidance document for City personnel to manage the quality of stormwater discharged from the site to the receiving waters.

## 1.1 Revisions and Reviews

This SWPCP must be kept current and updated to reflect any substantial changes to the site controls or industrial activities. The SWPCP will be updated within 30 days of making changes and reviewed within 30 days of receiving results from a sampling event that indicate an exceedance of a Permit benchmark.

This SWPCP and all revisions will be kept on site. Revisions to the SWPCP will be submitted to DEQ only if the revisions are made for any of the following reasons:

- Change in site contact
- In response to a corrective action or inspection
- Changes to the site or site control measures that may significantly change the nature of pollutants present in stormwater discharge or significantly increase the pollutant(s) levels, discharge frequency, volume or flow rate
- Changes to the monitoring locations

If DEQ does not comment within 30 days of receipt of the revised SWPCP, the proposed revisions are deemed accepted. DEQ approval is not required prior to implementation of proposed control measures, except for changes in monitoring locations.

## 2 SITE DESCRIPTION

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### 2.1 Site Location

The St. Helens Mill (the site) is located at 1300 Kaster Road in St. Helens, Oregon (see Figure 1). The site is located on a 60-acre site on the banks of the Multnomah Channel of the Willamette River, and one mile east of Highway 30.

### 2.2 Site Description

The site is also known as the former Boise St. Helens Mill. The site consists of four quadrants comprised of open spaces, paved areas, buildings, outdoor storage areas, loading areas, ditches, and pipes. Site features, including drainage patterns, are shown on Figures 2 through 6.

Quadrant 1 facilities include: asphalt roads; recycle compactors; storage areas; parking lots (gravel and paved); warehouse and treatment buildings; and the unloading area. Approximately 15 acres of Quadrant 1 are impervious and drain to the storm sewer (see Figure 3).

Quadrant 2 facilities include: FARA (lessee to the City), gravel contractor parking lot, and wooded/vegetated area. Approximately 1.5 acres of Quadrant 2 are impervious and drain to Milton Creek (see Figure 4).

Quadrant 3 facilities include: asphalt roads; hazardous waste storage building; plant, pulp mill, and treatment operations and associated equipment; contractor staging area; lime pit; storage areas (used oil, clarifier solids storage) and storage tanks (black liquor, chlorine dioxide, fuel oil, and methanol); loading area; and maintenance shops. Approximately 23.5 acres of Quadrant 3 are impervious (gravel, structures, paving), and drain to the process sewer system (see Figure 5).

Quadrant 4 facilities include: asphalt roads; machines building and warehouse; shipping area; woodyard; chip piles; and the storeroom and the main office buildings. Approximately 17 acres of Quadrant 4 are impervious (gravel, structures, paving), and drain to the process sewer system (see Figure 6).

### 2.3 Industrial Activities

The mill manufactures fine white tissue paper, operating 24 hours per day. Chemicals used at the mill include paper additives (calcium carbonate, hypochlorite, biocides, and various sizing agents). Other activities include steam production, maintenance and transportation support (which utilize hydrochloric acid, gasoline, diesel, oils and greases), and process wastewater treatment.

Environmental staff are on site from 8:00AM to 4:00PM.

The mill activities are classified with a standard industrial classification (SIC) code 2621 (paper mills).

## 2.4 Significant Materials and Potential Pollutants

All process areas are serviced by process sewers. Process wastewater is treated in a primary clarifier and a 45 million gallon per day (MGD) secondary treatment aerated stabilization basin (ASB) prior to discharge into the Columbia River consistent with a wastewater discharge permit. A 300-gallon portable container of sodium hypochlorite is stored at the wastewater treatment plant located at the southwest corner of the lagoon. A secondary containment pallet is provided for the container.

Other significant materials that are stored on the site include: motor oil, gasoline, diesel, antifreeze, hydraulic fluids, grease.

Generally, potential pollutants in stormwater at the site are associated with trucks, vehicles, and equipment, waste management, and particulates and debris from impervious areas. The potential pollutants are listed below:

- Galvanized surfaces (e.g. roofs, siding, vents, fencing), as well as vehicle and equipment tires are a potential source of zinc in stormwater.
- Particulates, debris, and oil and grease from the recycle area are a potential source of oil and grease, suspended solids and metals in stormwater.
- Leaks/spills of motor oil, gasoline, diesel, antifreeze, and hydraulic fluids from equipment, trucks and vehicles are a potential source of oil and grease, hydrocarbons and oxygen demand in stormwater.
- Vehicle and equipment brake pads are a potential source of copper in stormwater.
- Unvegetated, pervious areas, including gravel areas are a potential source of suspended solids in stormwater.
- Outdoor storage areas that are exposed to rainfall and/or runoff can contribute pollutants to stormwater when solid materials wash off. Transporting pulp to and from the storage area may discharge small amounts of wood fiber which are a potential source of oxygen demand and suspended solids in stormwater.

## 2.5 Site Stormwater System

The site is divided into four quadrants. Drainage patterns are shown in detail on Figures 3 through 6.

Quadrant 1 consists of vegetated areas, paved parking areas, and paved roadways. Stormwater from vegetated areas is collected by surface flow to drainage ditches; storm drains collect stormwater within the paved areas. The storm sewers drain the majority of Quadrant 1 and flow to the outfall in Multnomah Channel (Discharge Point 001). There are no discharges into the storm sewer from the mill process areas.

Quadrant 2 is mostly vegetated and separated by berms from the process areas of the mill. Stormwater from this area drains directly into Milton Creek (Discharge Point 002).

Quadrant 3 and Quadrant 4 are process areas where stormwater from impervious areas drains into the process sewer system, is treated with an onsite primary clarifier, then routed through the City's

secondary sewage treatment lagoon before discharge to the Columbia River. Discharges from the City's lagoon are covered under a wastewater discharge permit. One catch basin collects stormwater from the western access road that discharges to Multnomah Channel through the outfall (Discharge Point 001).

## 2.6 Stormwater Monitoring Locations

Stormwater samples (from Quadrants 1, 3 and 4) are collected from the outfall to the Multnomah Channel located on the northeastern most point of the property (see Monitoring Location 001, Figure 6).

Stormwater in Quadrant 2 is not impacted by industrial activities at the site and therefore no samples are collected.

## 2.7 Receiving Waters

The receiving water for Quadrants 1, 3, and 4 is the Multnomah.

The receiving water for Quadrant 2 is Milton Creek.

# 3 SITE CONTROL MEASURES

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The following operational and structural source control and treatment measures are implemented at the site, consistent with the narrative technology-based effluent limits listed in Schedule A of the Permit.

## 3.1 Minimize Exposure

The City implements structural and operational source control measures to minimize the exposure of potential pollutants to stormwater runoff.

- All process areas are serviced by a process sewer system, which discharges to the wastewater treatment system.
- The stormwater system is protected on all sides from process runoff by a berms and grading.
- To the extent practicable, industrial activities (including any associated materials) that have the potential to contaminate stormwater are conducted indoors or under cover.
- Uncovered activities (such as liquid fueling, manufacturing, treatment, and disposal) are located in the area draining to the process sewer system.
- Manufacturing activities are performed indoors.
- To the extent practicable, materials and products that are stored outside the buildings are stored under cover (e.g., lean-to roofs, shipping containers, covered with tarps).
- Equipment maintenance is conducted in designated indoor areas, to the extent practicable.

- Leaking or leak-prone equipment is stored indoors, to the extent practicable, or equipped with absorbent materials or drip pans.
- Drums stored outdoors are securely closed to minimize exposure of residual petroleum products with stormwater runoff.
- Leaks and spills are cleaned promptly to minimize potential exposure in stormwater.

## 3.2 Oil and Grease

Oil absorbing booms are deployed in areas where oil sheen is observed to capture oil and greases from stormwater.

## 3.3 Chemicals and Waste Materials Storage and Disposal

Chemicals are stored in a contained area that does not drain to the stormwater system. Waste material is stored in areas that are serviced by the mill's effluent treatment system.

Waste paper material (produced material not meeting manufacturing specification) is wrapped in plastic and stored in the outdoor storage areas. The waste paper is recycled and reused in the manufacturing process. Other paper waste and packaging is disposed an offsite recycling facility.

Chemical storage and handling is allowed only in those areas which drain to a mill process sewer, with the exception for one 300-gallon portable container of sodium hypochlorite that is used for treating the mill's sanitary wastewater, which is stored within secondary containment. No waste sodium hypochlorite is generated.

Used oil and air compressor condensate are stored and picked up by an outside service and transported to an off-site recycling facility.

Waste bins or dumpsters are equipped with lids and closed when not in use or stored indoors/tarped. Recycle compactors are equipped with lids and closed when not in use. Municipal and non-hazardous wastes are picked up by a municipal waste management provider and disposed of at a Subtitle D landfill.

Waste solids from the clarifier (process sewer system), are stored in a concrete basin that drains to the process sewer. Solids are dried then disposed at a Subtitle D Landfill.

## 3.4 Erosion and Sediment Control

Most of the site is pervious and vegetated. Areas subject to vehicle traffic are paved, to the extent practicable, to minimize erosion. Paved surfaces are swept to remove sediment. Stormwater from Quadrant 2 filters through vegetation that filters out sediment before discharging to the creek.

### 3.5 Debris Control

The City implements an ongoing inspection program to monitor for discharges of debris and litter into the stormwater system. Debris and litter are picked up upon discovery and placed in an appropriate disposal container. Catch basin drains are equipped with screens on inlet pipes, slotted drain covers that block debris. In some instances, filter fabric inserts are used to keep debris out of the stormwater system. A pavement sweeper is used as needed to remove accumulated debris from paved surfaces.

### 3.6 Dust Generation and Vehicle Tracking of Industrial Materials

Vehicle and equipment traffic areas are paved to minimize generation and tracking of dust. The pavement is swept to minimize the potential for vehicle tracking of materials off site.

### 3.7 Housekeeping

The City implements a rigorous housekeeping program, including pavement sweeping to remove solids, fluids and debris from paved surfaces, promptly clean up leaks or spills, and ensure regular maintenance of facility vehicles and equipment. The housekeeping program ensures that particulate matter, dust and debris (from industrial sources) are promptly cleaned up, especially from areas where materials are loaded and unloaded, stored or otherwise handled. Materials and products are stored in designated areas. Petroleum products and wastes are stored in a designated area and in appropriately labeled containers.

### 3.8 Spill Prevention and Response Measures

The City is committed to the prevention of leaks and spills and mill personnel are trained to respond to spills and leaks safely and promptly. Spill kits are maintained on site to allow for prompt and safe spill response.

#### 3.8.1 Spill Prevention

Facility equipment is routinely inspected and maintained. Equipment maintenance activities are conducted in an indoor designated maintenance area, away from the stormwater system and adjacent to a spill kit.

Fuel, used oil and antifreeze are stored in tanks and within secondary containment. The following measures are implemented to prevent spills at the site:

- The portable container is located on a spill pallet that provides secondary treatment.
- Mill employees adhere to the following procedure for draining the spill containment pallet
  - The spill pallet will be inspected after each rainfall event
  - If the visual inspection indicates that no release of hypochlorite has occurred, the drain valve on the spill pallet will be opened to allow the water to drain to the stormwater system

- The valve will be closed and locked after the water has drained completely from the spill containment pallet
  - If sodium hypochlorite is discovered in the spill containment pallet, the Environmental Department is contacted for assistance in removing and disposing of the pallet contents
- Container lids are securely fastened.
  - Containers are labeled to facilitate proper response in the event of a spill.
  - Fueling or transfer activities are continuously attended.
  - Pads, drip pans and appropriate transfer equipment are used when transferring used oil or antifreeze.

### 3.8.2 Spill-Response Procedures

Spill kits containing oil absorbent booms, pads, and granular clay absorbent are located onsite. The mill keeps absorbent material including booms and mats onsite at all times. In the event of a spill, immediate response is required to prevent the spill from entering the stormwater system:

- Immediately assess the situation, including, to the extent possible, the source of the spill, the spilled material nature and hazards, and proximity to the stormwater system or pervious areas of the site.
- If the spill is minor (i.e., can be contained and cleaned up safely and with spill-response materials available on site), proceed with the spill response procedures listed in the following section, and report to the Environmental Manager when cleanup is complete.
- If the spill is major (i.e., cannot be contained and cleaned up safely and with spill-response materials available on site), contact the Environmental Manager immediately. The Environmental Manager will contact a qualified spill-response contractor as soon as possible and notify the appropriate agencies.

#### 3.8.2.1 Minor Spill Response

A spill is considered minor if:

- The spilled material is localized and easily controlled at the time of the spill.
- The spilled material is not likely to reach storm drains, surface water, or groundwater.
- There is little danger of fire, explosion, or risk to human health.

To respond to a minor spill, immediately locate a spill kit and implement measures to contain the spill and divert it from the stormwater system or pervious areas. Notify the Environmental Manager as soon as possible. Spill-response actions may include:

- Use of absorbent material to contain the spill, including:
  - Surrounding the perimeter of the spill with oil-absorbent booms or berms of loose absorbent material

- Placing absorbent pads or loose absorbent material to absorb spills
- Isolate nearby drainage structures to reduce the potential for the spill to reach the stormwater system using oil-absorbent booms or berms of loose absorbent material.
- Clean up all spill-response materials and store them in a designated, labeled and covered container (e.g., drum with lid) prior to disposal at a permitted facility.

### 3.8.2.2 Major Spill Response

A spill is major if:

- The spilled material enters storm drains, surface water, or groundwater (regardless of spill size).
- The spill cannot be contained and cleaned up safely and with spill-response materials available on site.
- The spill requires special training and equipment to clean up, as determined by the Environmental Manager.
- The spilled material is dangerous to human health or there is a danger of fire or explosion.

To respond to a major spill, immediately notify the Environmental Manager, who will coordinate cleanup and seek assistance from an outside contractor, if necessary.

### 3.8.2.3 Notifications

All spills must be reported to the Environmental Manager, who will determine if additional notifications are necessary.

Jeff South, Environmental Manager..... 503-397-2900

#### Emergency Response Notification

National Response Center..... 800-424-8802

Oregon Emergency Response System (OERS)..... 800-452-0311

#### Emergency Response Contractor

NRC Environmental Services..... 800-33-SPILL

### 3.8.2.4 Reporting

All pertinent information related to a spill must be recorded on a Spill Record form (see Appendix A), including but not limited to a description of the event, the equipment or procedural failures that led to the spill, cleanup measures conducted, available analytical data, and future physical and/or procedural changes that will be implemented to mitigate the potential for future releases. The Environmental Manager is responsible for reporting any spill that exceeds a reportable quantity, consistent with the following guidelines:



- Petroleum product spills of any amount that are likely to contact waters of the state (Multnomah Channel, Milton Creek, groundwater, and stormwater system) must be reported within one hour to the National Response Center and OERS.
- Petroleum product spills greater than 42 gallons to land (including soil, gravel, or asphalt, but not indoor areas that do not have the potential to reach waters of the state) that are not likely to contact waters of the state must be reported within one hour to OERS.
- Release of hazardous materials equal to or greater than the quantity listed in [40 CFR Part 302 \(Table 302.4—List of Hazardous Substances and Reportable Quantities\)](#) requires immediate notification of the National Response Center and OERS.

### 3.9 Preventative Maintenance

The City implements a preventative maintenance program that regularly evaluates the condition of drainage areas and source controls to minimize the potential for discharging pollutants with stormwater. At minimum the preventative maintenance program includes the following:

- Monthly visual inspections of the stormwater management system, including the pollution-control measures.
- Catch basins cleaning as needed.
- Pavement sweeping to maintain sediment- and debris-free surfaces. Pavement is swept as needed. This activity is carried out by the mill's yard crew or contractor. A sweeper log is maintained to document each use of the vacuum sweeper truck.
- Regular pickup of waste materials and disposal at permitted disposal facilities.
- Preventative maintenance is routinely done on mill vehicles and machinery.

#### 3.9.1 Monthly Stormwater Inspections

Monthly inspections of the facility stormwater system and drainage areas are conducted to evaluate the condition of site control measures. Inspections focus on:

- Visual inspection of the site and identification of sources of pollutants (i.e., industrial materials, residue or waste) to which stormwater is exposed. New sources of pollutants must be added to the SWPCP.
- Leaks or spills from equipment, trucks, vehicles, drums, tanks and other containers.
- Off-site tracking of waste materials or sediment where vehicles enter or exit the site and/or internal tracking.
- Tracking or blowing of raw, final or waste materials that results in exposure of these materials to stormwater.
- Evidence of, or the potential for, pollutants entering the drainage system or receiving waters.
- Evaluation of the condition of source control measures and the need for maintenance and/or repairs, including the spill kits and containment berms.
- Visual inspection of stormwater at the stormwater monitoring location (see Figure 6), when discharge is occurring during regular business hours, for the presence of floating, suspended

or settleable solids, foam, visible oil sheen, odor, color, or other obvious indicators of stormwater pollution.

Monthly inspections and maintenance activities are recorded on the Monthly Stormwater Inspection and Maintenance Record (Appendix B).

### 3.10 Employee Education

A continuing program of employee orientation and education is implemented to raise awareness about site-specific control measures and prompt and safe response to a spill or accident. City personnel are informed of the goals of the SWPCP and control measures such as:

- Good housekeeping and debris/litter control
- Measures to minimize exposure of stormwater runoff to potential pollutants
- Erosion and sediment control measures
- Waste storage and disposal
- Oil and grease control measures and used oil management
- Spill prevention and response
- Preventive maintenance of equipment and stormwater control measures
- Unauthorized discharges to the stormwater system

This training is included with new-employee orientation (within 30 days of the start of employment) and is repeated annually as part of the facility safety training program. A sample employee education documentation form is included in Appendix C.

### 3.11 Non-stormwater Discharges

There are no known unauthorized non-stormwater discharges at the site. The following non-stormwater discharges are authorized under the Permit:

- Landscape watering providing pesticides and fertilizers has been applied in accordance with manufacturers' instructions
- Potable water, including water line flushing
- Pavement wash waters where no detergents or hot water are used, no spills or leaks of toxic or hazardous materials have occurred (unless all spilled material has been removed), and surfaces are swept prior to washing
- Routine external building wash-down that does not use detergents or hot water
- Fire hydrant flushing
- Discharges from firefighting activities
- Uncontaminated air conditioning condensate
- Uncontaminated groundwater or spring water

## 4 REPORTING AND RECORDKEEPING

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### 4.1 Discharge Monitoring Report

Stormwater monitoring results (analytical sampling data and field pH measurements) are reported using a DEQ-approved Discharge Monitoring Report (DMR) form. The data must be entered into the DMR form and submitted no later than July 31 of each year, along with laboratory reports and records of pH meter calibration and field measurements (see Appendix D).

### 4.2 Tier I Corrective Action

A Tier I Report must be prepared in response to any exceedance of a Permit benchmark or impairment pollutant reference concentration. Each Tier I Report should include:

- A summary of an investigation of the cause of the elevated pollutant levels, including a previous and/or planned source control measures to minimize exposure of the pollutant source to stormwater.
- A statement confirming the SWPCP was reviewed following the receipt of the monitoring data showing a benchmark exceedance to determine whether the SWPCP controls were properly installed, maintained and selected.
- Corrective action (additional control measures or modifications/improvements to existing controls) implemented in response to the benchmark exceedance and the implementation schedule. Corrective actions must be implemented before the next storm event, if possible, or no later than 30 days after receipt of the monitoring results. Justification for extending the implementation beyond 30 days must be included in the report and the corrective action must be implemented as soon as practicable.

Tier I Reports must be filed on site and submitted to the DEQ upon request. If a Tier II corrective action is triggered, sampling results collected during the third and fourth year of the Permit, prior to the Tier II implementation deadline are exempt from Tier I Report requirements.

### 4.3 Tier II Corrective Action

If the geometric mean of the qualifying sampling results collected during the second year of the Permit (July 2018 through June 2019) exceed any Permit statewide benchmark, or if 50 percent or more of the pH measurements collected during the first two years of the Permit (July 2017 through June 2019) are outside of the permitted range for pH, a Tier II Report, Tier II Mass Reduction Waiver Request or Tier II Natural Background Waiver Request must be submitted to the DEQ no later than December 31, 2019.

### 4.3.1 Tier II Report

The Tier II Report must summarize proposed stormwater treatment measures or a combination of stormwater treatment and source control designed by a professional engineer licensed in Oregon with the goal of achieving the applicable Permit benchmark. The Tier II Report should include a rationale for the selection of the treatment measures, the projected reduction of pollutant concentration(s) and the implementation schedule. Tier II treatment measures must be implemented no later than June 30, 2020, unless a later date is approved by the DEQ in writing.

### 4.3.2 Tier II Mass Reduction Waiver Request

A Tier II Mass Reduction Waiver Request may be submitted if volume-reduction measures (e.g., infiltration, reuse) have or will result in a reduction of the mass load of pollutant(s) in the discharge to below the mass-equivalent of the applicable statewide benchmark. The request must include data and analysis to support the rationale, including a description of the measure(s), a mass load analysis, and expected implementation date(s). The request must be stamped by a professional engineer licensed in Oregon or a certified engineering geologist.

### 4.3.3 Tier II Natural Background Waiver Request

A Tier II Natural Background Waiver Request may be submitted if an exceedance of a statewide benchmark is attributed solely to the presence of the pollutant(s) in natural background and not associated with industrial activities at the site. The request must include the results of investigations and data collected on or around the site and/or published peer-reviewed studies.

## 4.4 Recordkeeping

Records of the following documents are maintained on site for at least three years and make them available to the DEQ upon request:

- A copy of this SWPCP and revisions
- A copy of the Permit
- Permit assignment letter and Permit coverage documents
- DMRs
- Inspection reports
- Employee education records
- Maintenance and repair of stormwater source control and treatment measures
- Spill records, if applicable
- Tier I Reports and corrective action implementation records
- Tier II Report, if applicable

## LIMITATIONS

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The services undertaken in completing this plan were performed consistent with generally accepted professional consulting principles and practices. No other warranty, express or implied, is made. These services were performed consistent with our agreement with our client. This plan is solely for the use and information of our client unless otherwise noted. Any reliance on this plan by a third party is at such party's sole risk.

Opinions and recommendations contained in this report apply to conditions existing when services were performed and are intended only for the client, purposes, locations, time frames, and project parameters indicated. We are not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. We do not warrant the accuracy of information supplied by others, or the use of segregated portions of this plan.

# FIGURES






Path: X:\0830.02 City of St. Helens\03St. Helens Mill\Project\Fig1.mxd  
Print Date: 12/12/2017  
Approved By: mjoese  
Produced By: mjoese  
Project:



Source: Aerial photograph obtained from Mapbox

**Legend**

 Location Boundary (approximate)

**Figure 1  
General Location**

City of St. Helens  
St. Helens, OR




Path: X:\0830.02 City of St. Helens\03.St. Helens Mill\Project\Fig2.mxd  
Print Date: 12/12/2017  
Approved By: mjoese  
Produced By: mjoese  
Project:



Source: Aerial photograph obtained from Mapbox

**Legend**

 Quadrant Boundaries (approximate)







**Figure 2**  
**General Site Quadrant Map**  
City of St. Helens  
St. Helens, OR



### Figure 3 Mill Quadrant 1

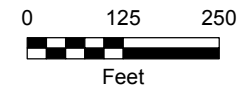
City of St. Helens  
St. Helens, OR

#### Legend

-  Stormwater Collection Drain
-  Stormwater Surface Flow Path
-  Stormwater Underground Pipe
-  Drainage Ditch
-  Paved Area
-  Quadrant 1 Boundary (approximate)

- 1 = Recycle compactors
- 2 = Empty trailer storage
- 3 = Parking lots
- 4 = Lap storage
- 5 = Noodle pulp warehouse
- 6 = Chip truck unloading
- 7 = ASB
- 8 = Gravel contractor parking

To Outfall  
(Discharge Point 001)



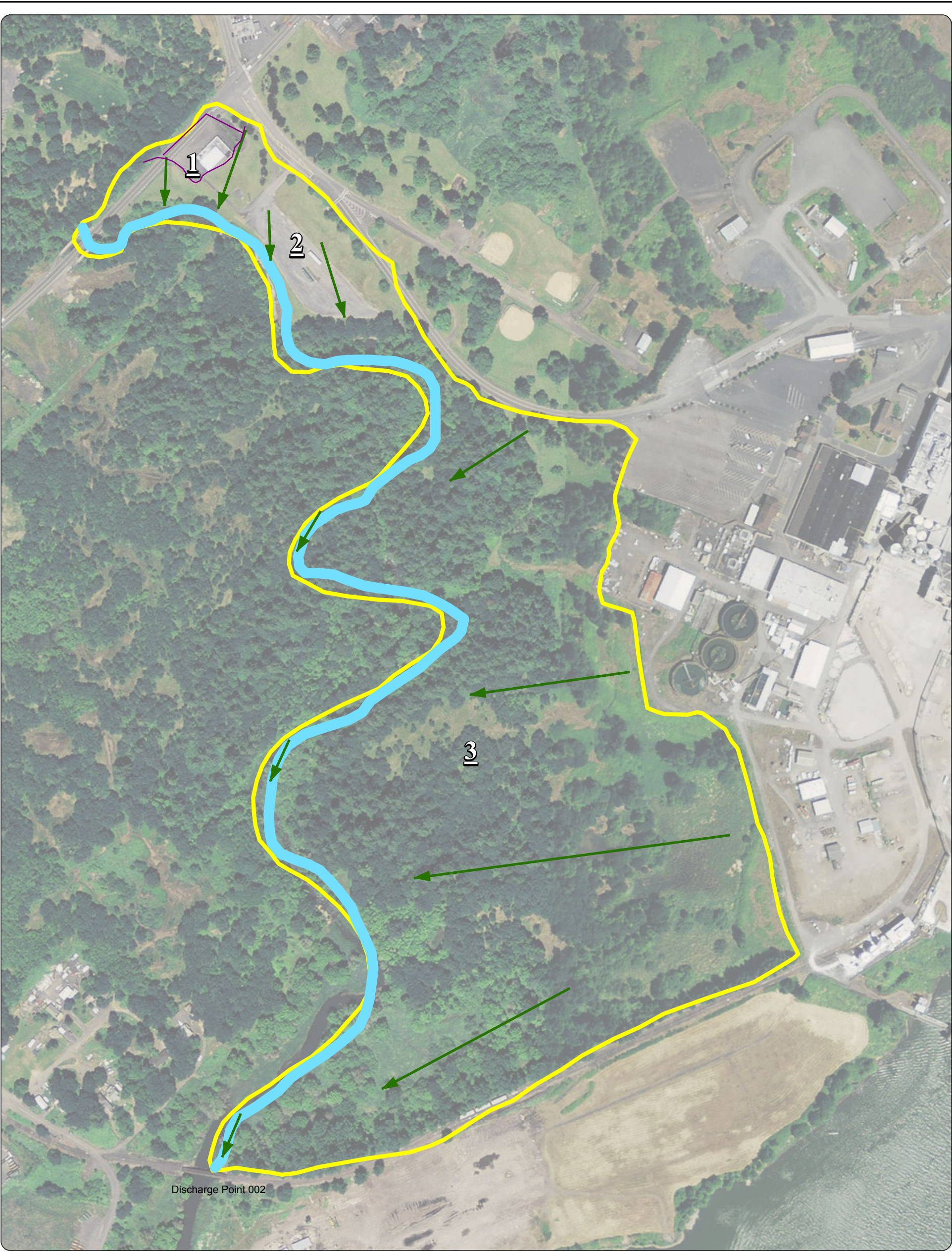
Source: Aerial photograph obtained from Mapbox



This product is for informational purposes and may not have been prepared for use outside of legal, engineering, or surveying purposes. Users of this information should consult the primary data and information sources to ascertain the usability of the information.



Path: X:\0830.02 City of St. Helens\03\St. Helens Mill\Project\Fig4.mxd  
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Approved By: [signature]  
Produced By: mjosef  
Project:



Source: Aerial photograph obtained from Mapbox

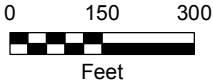
### Legend

- Stormwater Surface Flow Path
- Paved Area
- Milton Creek
- Quadrant 2 Boundary (approximate)
- 1 = FARA
- 2 = Contractor gravel parking lot
- 3 = Wooded area

**Figure 4**  
**Mill Quadrant 2**  
City of St. Helens  
St. Helens, OR

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p. 971 544 2139 | www.maulfooster.com

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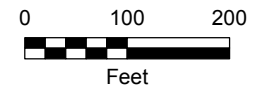
# Figure 5 Mill Quadrant 3

City of St. Helens  
St. Helens, OR

## Legend

- Process Sewer Drain
- Surface Flow Path
- Paved Area
- Quadrant 3 Boundary (approximate)

- 1 = Hazardous waste storage
- 2 = PCC plant
- 3 = Primary clarifier
- 4 = Power and recovery
- 5 = Contractor staging area
- 6 = Lime pit
- 7 = Used oil storage
- 8 = Clarifier solids storage and loading area
- 9 = Maintenance shops
- 10 = Methanol storage tank



Source: Aerial photograph obtained from Mapbox



This product is for informational purposes and may not have been prepared for use in legal, engineering, or surveying purposes. Users of this information should consult the primary data and information sources to ascertain the usability of the information.



# Figure 6 Mill Quadrant 4

City of St. Helens  
St. Helens, OR

## Legend

- Process Sewer Drain
- Stormwater Collection Drain
- Stormwater Discharge Outfall
- Stormwater Surface Flow Path
- Stormwater Underground Pipe
- Paved Area
- Quadrant Boundary (approximate)

- 1 = Paper machines
- 2 = Shipping
- 3 = Woodyard
- 4 = Paper warehouse
- 5 = Storeroom
- 6 = Main office



Source: Aerial photograph obtained from Mapbox



This product is for informational purposes and may not have been prepared for use outside of legal, engineering, or surveying purposes. Users of this information should consult the primary data and information sources to ascertain the usability of the information.

# APPENDIX A

## SPILL REPORT FORM



# SPILL/RELEASE REPORT

## 1 - GENERAL INFORMATION

- a. Company Name: \_\_\_\_\_
- b. Address: \_\_\_\_\_  
\_\_\_\_\_
- c. Company Contact Person: \_\_\_\_\_
- d. Phone Number(s): \_\_\_\_\_
- e. Specific on-site location of the release (and address if different from above):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Please provide a map of the site showing area(s) where the release occurred, any sample collection locations, location of roads/ditches/surface water bodies, etc.**

## 2 - RELEASE INFORMATION

- a. Date/Time Release started: \_\_\_\_\_ Date/Time stopped: \_\_\_\_\_
- b. Release was reported to (specify Date/Time/Name of Person contacted where applicable):
- ODEQ \_\_\_\_\_
- OERS \_\_\_\_\_
- NRC \_\_\_\_\_
- Other (describe): \_\_\_\_\_
- c. Person(s) reporting release: \_\_\_\_\_
- d. Name, quantity and physical state (gas, liquid, solid or semi-solid) of material(s) released:

\_\_\_\_\_

\_\_\_\_\_

**Please attach copies of material safety data sheets (MSDS) for released material(s).**

- e. The release affected: \_\_\_\_Air \_\_\_\_Groundwater \_\_\_\_Surface Water \_\_\_\_Soil \_\_\_\_Sediment
- f. Name and distance to nearest surface water body(s), even if unaffected (include locations of creeks, streams, rivers and ditches that discharge to surface water on maps):

\_\_\_\_\_

Has the release reached the surface water identified above?: \_\_\_\_Yes \_\_\_\_No

Could the release potentially reach the surface water identified above? \_\_\_\_Yes \_\_\_\_No

Explain:\_\_\_\_\_

\_\_\_\_\_

g. Depth to nearest aquifer/groundwater:\_\_\_\_\_

Is nearest aquifer/groundwater potable (drinkable)? \_\_\_\_Yes \_\_\_\_No

Has the release reached the nearest aquifer/groundwater? \_\_\_\_Yes \_\_\_\_No

Explain:\_\_\_\_\_

\_\_\_\_\_

h. Release or potential release to the air occurred? \_\_\_\_Yes \_\_\_\_No

Explain:\_\_\_\_\_

\_\_\_\_\_

i. Was there a threat to public safety? \_\_\_\_Yes \_\_\_\_No

j. Is there potential for future releases? \_\_\_\_Yes \_\_\_\_No

Explain:\_\_\_\_\_

\_\_\_\_\_

k. Describe other effects/impacts from release (emergency evacuation, fish kills, etc.):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

l. Describe how the release occurred. Include details such as the release source, cause, contributing weather factors, activities occurring prior to or during the release, dates and times of various activities, first responders involved in containment activities, etc.:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3 - SITE INFORMATION**

- a. Adjacent land uses include (check all that apply and depict on site maps):  
       \_\_\_ Residential \_\_\_ Commercial \_\_\_ Light Industrial \_\_\_ Heavy Industrial  
       \_\_\_ Agricultural \_\_\_ Other (describe): \_\_\_\_\_
- b. What is the population density surrounding the site: \_\_\_\_\_
- c. Is the site and/or release area secured by fencing or other means? \_\_\_ Yes \_\_\_ No
- d. Soil types (check all that apply): \_\_\_ alluvial \_\_\_ bedrock \_\_\_ clay \_\_\_ sandy  
       \_\_\_ silt \_\_\_ silty loam \_\_\_ artificial surface (cement/asphalt/etc.)
- e. Describe site topography: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**4 - CLEANUP INFORMATION**

- a. Was site cleanup performed? \_\_\_ Yes \_\_\_ No  
 If No, explain: \_\_\_\_\_  
 \_\_\_\_\_
- b. Who performed the site cleanup?  
 Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Cleanup Supervisor: \_\_\_\_\_  
 Phone Number(s): \_\_\_\_\_
- c. Has all contamination been removed from the site? \_\_\_ Yes \_\_\_ No  
 If No, explain: \_\_\_\_\_  
 \_\_\_\_\_
- d. Estimated volume of contaminated soil removed: \_\_\_\_\_
- e. Estimated volume of contaminated soil left in place: \_\_\_\_\_
- f. Was a hazardous waste determination made for cleanup materials? \_\_\_ Yes \_\_\_ No
- g. Based on the determination, are the cleanup materials hazardous wastes?  
       \_\_\_ Yes \_\_\_ No If Yes, list all waste codes: \_\_\_\_\_
- h. Was contaminated soil or water disposed of at an off-site location? \_\_\_ Yes \_\_\_ No



**If yes, attach copies of receipts/manifests/etc., and provide the following information:**

Facility Name: \_\_\_\_\_

Address: \_\_\_\_\_

Facility Contact: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

- i. Is contaminated soil or water being stored and/or treated on-site? \_\_\_\_Yes \_\_\_\_No

If yes, please describe the material(s), storage and/or treatment area, and methods utilized (attach additional sheets if necessary):

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- j. Describe cleanup activities including what actions were taken, dates and times actions were initiated and completed, volumes of contaminated materials that were removed, etc. (attach additional sheets or contractor reports if necessary or more convenient):

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## 5 - SAMPLING INFORMATION

**Attach copies of all sample data and indicate locations of sample collection on maps.**

- a. Were samples of contaminated soil collected? \_\_\_\_Yes \_\_\_\_No \_\_\_\_N/A
- b. Were samples of contaminated water collected? \_\_\_\_Yes \_\_\_\_No \_\_\_\_N/A
- c. Were samples collected to show that all contamination had been removed?  
\_\_\_\_Yes \_\_\_\_No \_\_\_\_N/A
- d. Describe sampling activities, results and discuss rationale for sampling methods:

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## 6 - SPILL REPORT CHECKLIST

To ensure that you have gathered all pertinent information, please complete the following checklist:

- \_\_\_\_\_ Map(s) of the site showing buildings, roads, surface water bodies, ditches, waterways, point of the release, extent of contamination, areas of excavation and sample collection locations attached.
- \_\_\_\_\_ Material Safety Data Sheet (MSDS) for released material(s) attached. **Note: an MSDS is not required for motor fuels.**
- \_\_\_\_\_ Sampling data/analytical results attached.
- \_\_\_\_\_ Receipts/manifests (if any) for disposal of cleanup materials attached.
- \_\_\_\_\_ Contractor reports (if any) attached.

If you would like to submit your report by e-mail it can be submitted electronically to:  
[DOSPILLS@deq.state.or.us](mailto:DOSPILLS@deq.state.or.us)

# APPENDIX B

## MONTHLY STORMWATER INSPECTION AND MAINTENANCE REPORT



## MONTHLY STORMWATER INSPECTION AND MAINTENANCE REPORT

### PERMITEE/FACILITY NAME

#### MONTHLY VISUAL OBSERVATIONS OF STORMWATER DISCHARGE DATE AND TIME: \_\_\_\_\_

*Visual inspection of stormwater at the stormwater sampling locations (see Figure 6), when discharge is occurring during regular business hours, for the presence of floating solids (associated with industrial activity), foam, visible oil sheen, and discoloration.*

Sampling Location	(Yes/No)	Additional Information (e.g., Detailed Description, Source, Corrective Action and Implementation Date)
Are there floating, suspended or settleable solids, foam, oil sheen, color or odor in <u>stormwater discharging from Monitoring Location 001.</u>		

#### MONTHLY SITE INSPECTION DATE AND TIME: \_\_\_\_\_

*Monthly inspections of the drainage areas and stormwater system are conducted to evaluate the condition of source controls. Inspections focus on:*

- *Visual inspection of the facility stormwater system and identification of sources of pollutants to which stormwater is exposed.*
- *Industrial materials, residue or waste that may have or could come into contact with stormwater.*
- *Leaks or spills from equipment and tanks/drums.*
- *Off-site and internal tracking of waste materials or sediment where vehicles enter or exit the site.*
- *Tracking or blowing of raw, final or waste materials that may have or could come into contact with stormwater.*
- *Evidence of, or the potential for, pollutants entering the drainage system or receiving waters.*
- *Evaluation of the condition of site control measures and the need for maintenance and/or repairs.*

Inspection Item	(Yes/No)	Additional Information (e.g., Detailed Description, Source, Corrective Action and Implementation Date)
Are paved surfaces free of solids/sediment accumulation?		
Are there visible discharges, leaks, or spills of petroleum products?		
Are the spill kits properly stocked and in their designated location?		
Is there evidence of non-stormwater discharges to storm drains?		
Is there visible tracking of materials or waste from indoor areas to the outside?		
Is there visible tracking of waste or sediment where vehicles enter or exit the site?		
Are process sewer collection points functioning and preventing comingling of stormwater?		
Do catch basins show excessive accumulation of sediment, debris, or oil sheen?		

#### STORMWATER SOURCE AND TREATMENT CONTROLS MAINTENANCE TASKS AND/OR CORRECTIVE ACTIONS IMPLEMENTED THIS MONTH

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Inspected By:	Signature:
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*I certify, under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.*

# APPENDIX C

## EMPLOYEE TRAINING DOCUMENTATION FORM



## Employee Education Record City of St. Helens Mill

Instructor(s) \_\_\_\_\_

Date and Time of Training \_\_\_\_\_

A continuing program of employee orientation and education is maintained to raise awareness about site-specific control measures and prompt and safe response to a spill or accident. This training is included with new-employee orientation (within 30 days of the start of employment) and is repeated annually as part of the facility safety training program.

The undersigned City and Mill personnel have been informed of the goals of site control measures, including:

- Good housekeeping and debris/litter control
- Measures to minimize exposure of stormwater runoff to potential pollutants
- Erosion- and sediment-control measures
- Waste storage and disposal
- Oil and grease control measures
- Spill prevention and control
- Preventive maintenance of equipment and pollution-control measures
- Unauthorized discharges to the stormwater system

Employee Name

Employee Signature

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

# APPENDIX D

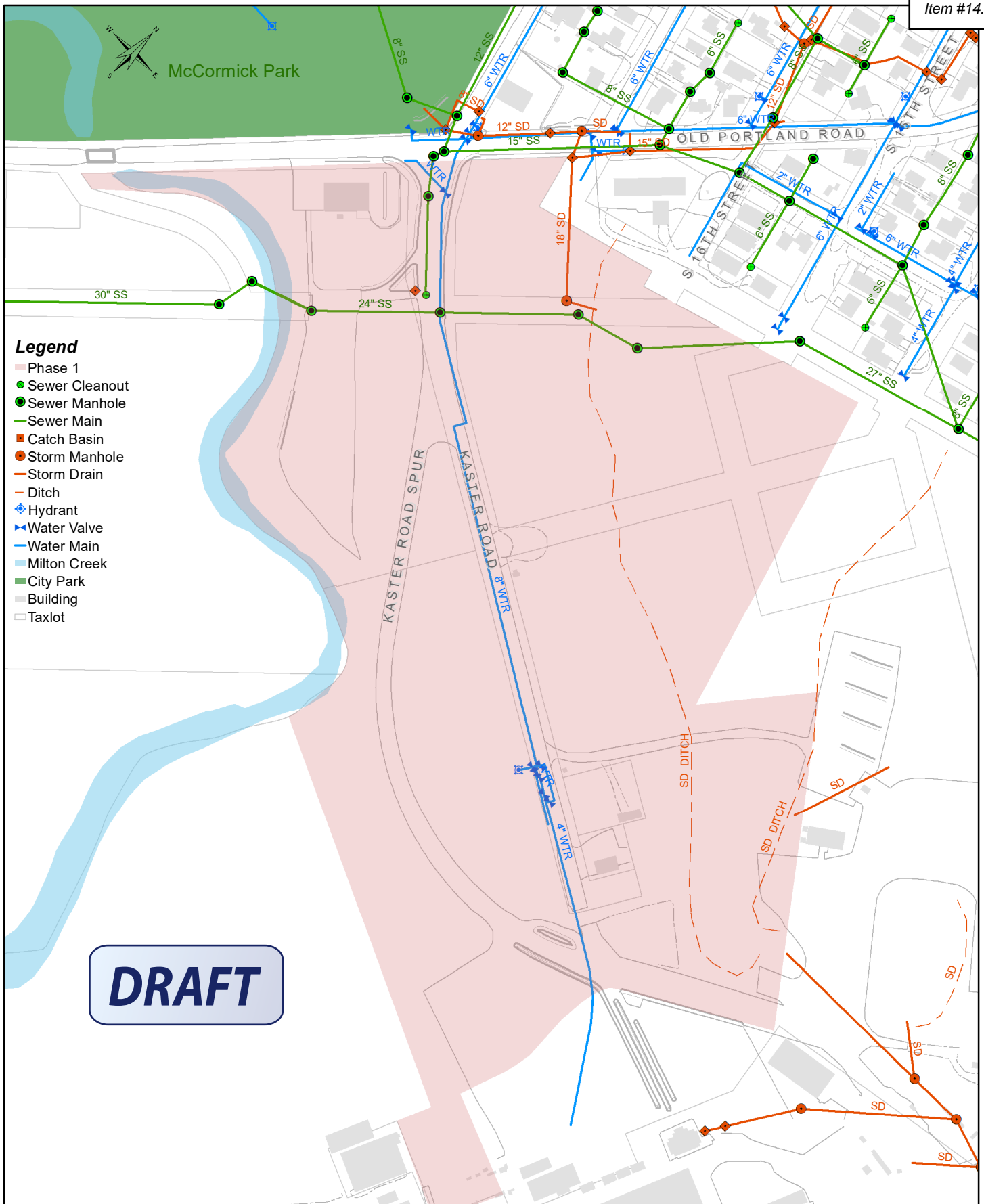
## PH RECORDS



**PH METER CALIBRATION AND PH MEASUREMENT RECORDS**  
**PERMITEE/FACILITY NAME**

PH METER CALIBRATION RECORD			
<i>The pH meter must be calibrated prior to the collection of pH measurements in the field.</i>			
<p>Calibration Date and Time: _____</p> <p>Calibration Solution 4.01 S.U. _____</p> <p>Calibration Solution 7.00 S.U. _____</p> <p>Calibration Solution 10.01 S.U. _____</p>			
<p>Calibration Notes:</p>   			
PH MEASUREMENT RECORD			
<i>pH must be measured within 15 minutes of sample collection.</i>			
<b>Monitoring Location</b>	<b>pH (s.u.)</b>	<b>Sample Collection Date and Time</b>	<b>pH Measurement Date and Time</b>
Monitoring Location 001			
Calibrated and Measured By:		Signature:	





## Existing Utilities Map

Industrial Business Park Subdivision - Phase 1

Date: 4/23/2021 Time: 1:52:41 PM

MAP SCALE

1 inch = 280 feet



## City of St. Helens

### *Consent Agenda for Approval*

## CITY COUNCIL MINUTES

Presented for approval on this 5<sup>th</sup> day of May, 2021 are the following Council minutes:

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2021

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- Open Hearing Minutes dated April 20, 2021
- Special Session Minutes dated April 27, 2021

**After Approval of Council Minutes:**

- ☐ Scan as PDF Searchable
- ☐ Make one double-sided, hole-punched copy and send to Library Reference
- ☐ Minutes related to hearings and deliberations get copied to working file
- ☐ Save PDF in Minutes folder
- ☐ Update file name & signature block on Word document & copy Word document into Council minutes folder in Shared Drive
- ☐ Upload & publish in MuniCode
- ☐ Email minutes link to distribution list
- ☐ Add minutes to HPRMS
- ☐ Add packet and exhibits to HPRMS
- ☐ File original in Vault
- ☐ Update minutes spreadsheet

# City of St. Helens

## CITY COUNCIL

**Open Hearing Minutes**

**April 20, 2021**

*This meeting was held in the Council Chambers and via Zoom.*

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

**Staff Present:** John Walsh, City Administrator  
Kathy Payne, City Recorder  
Matt Brown, Assistant City Administrator  
Bill Monahan, City Attorney with Jordan Ramis  
Peter Hicks, City Attorney with Jordan Ramis

**Others:** Scott Keith, Spotlight  
Aaron Trukositz, Councilor Topaz's Attorney



At 6:00 p.m., Mayor Scholl opened the hearing and stated the following:

This City Council open hearing is being held to consider the dismissal or disciplining of Councilor Topaz based on a recent investigation. This will be conducted as an open hearing as requested by Councilor Topaz. It is an "open hearing" where the public is able to participate, not an adversarial hearing.

On Friday, April 16, Councilor Topaz's attorney requested that the hearing be rescheduled. The request was denied as the Council set the meeting time and date on April 7, in addition there is no requirement that the City grant a postponement under the Attorney General's "Public Records and Meetings Manual" which provides guidance.

The hearing is not being held to continue hearing the findings of the investigation. Instead, it is to allow the Council to consider whether to impose discipline. The hearing will be conducted as follows:

- Attorney Peter Hicks will present the background of the investigation. The Council has held three executive sessions to review the results of the investigation, an exempt public record. Councilor Topaz had the opportunity to attend each of the executive sessions to hear the report. He attended two of the three executive sessions.
- After the presentation, Councilor Topaz and his representative will be given time to speak.
- Citizens will then be given the opportunity to provide comment in accordance with Council's Rules and Procedures. That means each speaker will have up to five minutes to provide comment.
- Council will then discuss whether it wishes to consider discipline based on the results of the investigation and the hearing input. Council may ask staff and attorneys for its options.

At the conclusion of the hearing, the Council has the option to give direction for next steps. If it determines that discipline is merited, the Council may direct the staff and the City's attorneys to develop and return with potential actions at a future Council meeting.

Peter Hicks gave a background and brief summary of the investigation that was conducted including the allegations. Council authorized the investigation on September 16, 2020, following a public comment that was made on September 2, which raised concerns related to potential harassment, discrimination, and concerns that Councilor Topaz was using his office for personal gain. As the City's attorney, they retained Jill Goldsmith, an attorney with WorkPlace Solutions. Jill conducted an extensive investigation beginning in November. Councilor Topaz was contacted eight times to review the allegations and allow for response. Councilor Topaz initially declined to participate in the investigation until he said his attorney would be available in January, which was two months after the investigation started. Goldsmith attempted to contact him in January and Councilor Topaz failed to respond. Given his failure to respond, Goldsmith determined that he did not want to participate, and put together her findings and conclusions. Fifteen witnesses were interviewed, as well as review of numerous Council records and meeting records. Hicks is being careful of the confidentiality of the complainants and the witnesses, due to concerns of retaliation.

#### Summary of allegations:

1. Councilor Topaz attempted to use his position as a councilor to cause the City to perform work on his personal residence because of a flooding problem the building historically had, and that he maintained a grudge against a particular employee due to her role in a 2009 stormwater and sewer project. The investigator noted that Councilor Topaz attempted to put his personal residence on a list of City projects during a Budget meeting in April 2019.
2. Councilor Topaz bullied staff, spread false statements about them, and behaved in a discriminatory manner. The investigator concluded that Councilor Topaz in fact behaved in inappropriate, unprofessional, and sometimes bullying manner towards staff. Those were often identified or verified by comments in public meetings based on Goldsmith's review.
3. Councilor Topaz used his position as a councilor in an attempt to harm an employee in her employment by trying to have her fired, attempting to block her legitimate attempts to be promoted, and otherwise used his position in an inappropriate manner due to his personal and discriminatory bias. That allegation was also substantiated. The investigator found that Councilor Topaz had in fact tried to block the female employee's application for promotion. Although his attempts were unsuccessful, as the City blocked those attempts. He behaved in a manner that portrayed both personal and gender bias towards an employee.
4. Councilor Topaz made offensive statements that reflected poorly on the City and in violation of policies, diversity resolution, and ethics code. He used his position to bully and harass staff. That allegation was also substantiated and the investigator found that Councilor Topaz had used a number of inappropriate terms, including referring to disabled individuals as cripples, referring to Asians or Asian Americans as china men, making offensive statements reflecting poorly on the City in violation to the City's policies, and had referred to Latinos in a derogatory manner, and also repeatedly used the "N-word" when referring to a local canyon that was previously known under a prior name around the turn-of-the-century.
5. Councilor Topaz used his platform as a city councilor to make defamatory, insulting, or untrue statements about City staff publicly, directly, and in local media. The investigator substantiated that allegation; indicating that Councilor Topaz had made untrue comments about the City staff in local media or written articles or letters, including making unfounded allegations in the Spotlight newspaper on June 28, 2019, including that he had been

silenced when records and meetings from Council minutes had indicated he had an opportunity to contribute on a number of occasions.

Councilor Topaz had multiple opportunities to offer his response to the allegations, including the eight attempts made by the investigator and the March 17, 2021 City Council Executive Session when the report was shared with Councilor Topaz. During that Executive Session, the Council elected to have an in-person meeting on March 31 where the entire investigation would be provided to Councilor Topaz and the other councilors. Councilor Topaz elected not to attend that meeting. The investigation was again discussed on April 7, 2021 during City Council Executive Session. When Councilor Topaz was asked to comment, he indicated that he would wait for his attorney to respond and did not offer any additional comment.

Councilor Topaz responded:

- He did not attend one of the meetings because he was in the hospital.
- The "N-word" was spoken in front of Council. It was also spoken in front of City Engineer Sue Nelson. Council raised the problem that he was kind of negative. This was recorded in a Court room over 10 years ago. The judge said Topaz replied correctly in a legal manner, historically.
- He cannot remember ever asking anyone to do something on his property. He has asked for the stormwater in his neighborhood to be fixed. The Clear Water Act says you're supposed to have sanitary sewer sealed and supply an alternate way for stormwater. The City sealed the sanitary sewer but did not put any pipes in for stormwater. The City's Engineering inspection showed 45 times the amount of water coming into that area when it rains. It was noted when the sewer system was installed in 1913, that there was always a wet area that needed to be drained. When the I&I Project was done, the City stopped collecting the stormwater that was supposed to be collected by the Clear Water Act and the City's determination when the system was installed in 1913.
- At that time, the City was dumping sewage into the river. The EPA said you cannot do that. That is when the sewer plant and cooling pond was built. To get the sewerage from his area to the other area, you had to have a pump station and run sewerage down 4<sup>th</sup> Street going south. To do that, they used a 30-inch concrete line. That raised the street, so the street level is now above the sidewalks, so the City is now dumping water on his property and the rest of his neighbors on 3<sup>rd</sup> and 4<sup>th</sup> Street.
- The City closed off storm drains, so water comes down St. Helens Street and floods backyards. City Administrator Walsh was with him when four inches of water was flowing into his neighbor's basement. Saying it was a request to take care of his property is a little iffy.
- During the trial over 10 years ago, the State Geologist mentioned that five blocks of water is draining into his back area. At the same time, the City put in two lines at the top of Nob Hill. If you are on top of Nob Hill and a friend of the City, you get sewer and storm drainage. One of the most interesting things about this line, which was reported to the State Licensing Board, was water has to flow uphill from one catch basin to another to get out. Some of the storm drains were put on 3rd Street, none of them at the low spot, but one you can identify when it rains because it is one inch above the water level. The water level goes into the sewer system, which it's supposed to protect.
- Talking about having an Engineering Department that designs things well is not very good. Bringing this engineering problem, or deficit, to the Licensing Board...the Licensing Board said they have no authority to do anything about it.
- They said Topaz said he's a professional engineer and he's not, so they are going to fine him. He and his attorney went to the Administrative Court, who said they did nothing wrong. He is a professional engineer but in another state. The Court of Appeals said Topaz violated Oregon law because he is saying publicly there is a problem and that is against

the rules. He lost that case. They took it to the Oregon Supreme Court and pointed out the same problem. They said Topaz is not allowed to talk about the problem and the fact that it is hurting five other properties. They all say it is illegal to talk about problems.

- Recently, there was a similar complaint by an engineer because the State Licensing Board said he was making a public statement and interfering with a government, and he should not be doing that. He took it to the Federal Court, and they said it was okay. Topaz's first amendment rights were violated.
- He asked how much money has been collected by the City for this investigation. Hicks did not have the information to answer at this time.
- He has not been told what he has done wrong.
- He finds it upsetting being accused of bad mouthing the Chinese. He works with a number of Chinese at a couple universities. He finds that slanderous. He also works internationally with the Chinese and has been told by the Federal Government about how the Chinese are following him and the scientific work he does.
- He uses the word "cripples" or "crips." How many of you have worked with crippled or handicap people? How many have you built equipment for them or built things that keep them alive and study them? He has a working relationship with them. They are taking his work connection away from him by saying it is terrible.
- He is an engineer and makes decisions based on good engineering. If people are inadequate, he will say so. If that keeps them from getting a job, that is his job.
- Another problem, a citizen came to him about a problem with the way the water reservoir is being fixed. He went up to look at it and was not allowed. He was told that the inspector, Tim, would not let him look at it. He did not know that Tim was qualified. He also found out that the fluid leaks into and out of the reservoir. If Topaz says there is an unhealthy problem and someone should have been on that project 24/7, that person is not qualified.
- His job is to protect public health and that is not being done by the Engineering Department.
- When they were cleaning out the reservoir, they found stuff and flushed it down the stream. He talked to the EPA about that. The EPA said you cannot dump that much water into a stream without a permit. You cannot dump chlorinated water into the stream.
- There are some major engineering problems. People who do that should not be working here.
- One of the things he was involved in was building a fetal monitor in 1972. He told a story of monitoring a baby.
- The fact that people are getting ticked off with him is not his problem. It is his job to get things done and keep people healthy. If that means getting rid of people, that is what he does.
- If you take what he says the wrong way, that is your problem and not his. He is not politically correct.
- He has asked questions that he never received answers to. He asked the Finance Director how much money was spent for the chemicals to knock down chlorine when the water was dumped into the stream. He was referred to another person. It came up at the next meeting how much the Finance Director was bothered by him. He could care less.
- He is trying to keep the City from getting in trouble with the EPA.
- The City's engineers drilled a core out of the concrete. They mentioned that the seal did not stick. It was not repaired correctly.
- And now, he is being told that he is blocking this person's employment. He confirmed that he is. That person should be fired. A lot of money is tied up in that tank. A number of homes near the tank have water problems and have to use sumps.
- When the City put the drain line in his area, they hit basalt after four feet of digging. The City Engineer did not tell the contractor that he was going to have chop rock. That's a huge cost.

- He cannot remember anyone ever saying, "take care of my property."
- He has paperwork of our engineer telling a contractor to take care of a particular person because they are a politician and politically important person. That makes him upset.
- He has asked how much money has been received for rent of the marijuana grow facility. Nothing was paid for 10 months. After that, they paid \$10,000/month, then \$15,000/month, then \$20,000/month, and now \$30,000/month. If you run the numbers, the City should have been paid \$720,000. According to them, it has not. He has been told permits and licenses have been paid but has not been told how much has been paid for the rent. If you look at the contract, you will find that the company has no insurance. If anything happens on that facility, the City will pay for it. He has asked about that and received no answer.
- We swore to follow the Constitution of the United States and the laws of Oregon. Marijuana is still federally illegal. State of Oregon does not allow marijuana to be grown on city property and the City is doing that. He talked about the impact of newborn babies born to drug addicts.
- He has requested an audit of tourism and has only gotten runarounds. The facilities guys assist with setup. They should be compensated for that time.
- It is not a crime to say people are not doing their job.
- He has stated that he will not talk until his attorney is present. They requested the meeting begin earlier and was refused.
- Until someone puts their name on a complaint, it is just hearsay.
- He would like to see the file of complaints.

Councilor Topaz's Attorney, Aaron Trukositz, responded...

- A copy of the report was requested but they have not received it. There were concerns about retaliation, but it could be redacted. Open government is a policy in Oregon.

Hicks informed Trukositz that Councilor Topaz indicated he had a lawyer in November who would be available January. They never saw a lawyer. Councilor Topaz indicated that his lawyer would be available to participate at any time. At the last meeting, he was asked for the name of his lawyer repeatedly, and coincidentally the name of his lawyer was Peter or Pete. He refused to give a last name. Trukositz's firm appeared about seven days ago. The City has waited for Councilor Topaz to give his version of the events, have the opportunity to respond to the allegations, and to meet with the investigator since November. He has not offered any response to allegations that were shared with him verbally at two meetings. He still did not attend the meeting where the entire report was produced for all of City Council. The day of the meeting, he indicated he had surgery. When the meeting was scheduled March 17, he did not indicate he could not attend March 31, and he attended the meeting April 7. Maybe he had surgery, but he certainly did not tell the City about it. He has had ample opportunity to have the report discussed with him. For Councilor Topaz to say that he is not aware of the allegations, is completely disingenuous. It has been briefed and discussed with him repeatedly. He did not address any of the allegations tonight.

Trukositz understands but does not believe Councilor Topaz has seen anything in writing. Hicks responded that he skipped the meeting when he could have reviewed it in writing. There were concerns from the Council that Councilor Topaz would disseminate the report publicly, so an electronic copy was not sent to him. It would be shown to him at a meeting that he said he could attend, but then elected not to.

Discussion ensued about the report. Councilor Topaz had ample opportunity to review the report. Hicks reached out Trukositz's co-counsel to review the report and received no response.



- ◆ Al Petersen. He has a number of questions about this case.
  - Under what authority are these charges being made? A secret investigation was done and not shared. It has only been presented orally. It sounds like the City has refused to give the written report to the accused or his attorney, and they are claiming client privileges in the refusal.
  - What about disclosure laws? When a client and an attorney request disclosure, it is ethical for the other attorney to disclose evidence, what they are being accused of, and who the witnesses are.
  - It sounds like his Councilor is actually doing his job. He is out checking on City projects and doing what he was elected to do.
  - He looked in the City Code and did not find any reference to harassment, except where it was referred to wildlife. According to the public notice, this is some kind of disciplinary action or dismissal. The City Charter only allows for two options to be dismissed:
    - Declared by a judge to be incompetent
    - Convicted of a crime and goes to jail
  - This entire proceeding is completely out of order. It has no basis under any City ordinance. The investigator did not cite the law of the allegations. It sounds like Councilor Topaz was doing his job.
- ◆ Brady Preheim. He does not often agree with Al on anything. He would like to know what authority the City has to dismiss someone, not that he is disagreeing with it. This hearing reminds him of the impeachment trials of President Trump. He does not believe that any Councilor is not working towards the best interest for the City, except for Councilor Topaz. His entire being is to get even with the City, screw things up, and to see how much money he can cost the City. That is not acceptable. Councilor Topaz may disagree but when he chooses to run for office, he has a responsibility to work for the good of the City, not his personal reasons and not to obstruct the City. Once the Council has made a decision, it is his job as a City Councilor to support the Council. His whole objective is delay, delay, delay. He has not learned his lesson. He is not there to do his job. He is there to make things as difficult as possible. He does believe that the documents should be made public after redaction. Should the Council not do anything to him tonight, he will just be emboldened.
- ◆ Matt Brown. Read a statement into the record. *"Greetings Council Members, I come to you as someone in a leadership role within the City. I have come to you in your role as the governing body not once and now not twice, but three times in an effort to speak honestly and candidly about what has been happening in this workplace and what I have personally dealt with in my interactions with Stephen Topaz in violations of our Code of Ethics, the US Equal Employment Opportunity, and conduct expectations."*

*My first complaint came on July 5<sup>th</sup> of 2019, almost 2 years ago now. It outlined 3 very clear situations of slandering employees, admitted harassment, and public humiliation of your employees. I also outlined 4 specific areas in the St. Helens Code of Ethics that I believe Stephan Topaz has violated and has proven himself to be a hinderance to the employees on a daily basis with his interactions as well as being incoherent during past public meetings with statements of half-truths and mis-guided mathematics. His behavior is disruptive to the future of this community and impacts staff's ability to fulfill our City's vision and mission. He has fully admitted to getting elected to cause trouble for the City and admittedly he has succeeded. In my first official complaint, I asked for one thing at the end... and one thing only. I asked for a public apology to be read during a public meeting so that all staff could hear it directly*

from him and a written apology that can be given to the employees specifically impacted regarding the improper treatment and creation of a hostile work environment. An apology that shows understanding of what was done, why it was wrong and what will be done in the future to avoid these issues.

As a governing board, you failed to take any action. Two councilors that sit here now and 2 previous councilors sat there and let his actions continue without any recourse. Now 2 new councilors have started and have begun to see Stephen in action. I assume that councilors have read the final report that even I have not seen. Until tonight, all of you have remained silent. Your silence is acceptance of his behavior.

In August 2020, I wrote a follow up to my complaint noting that nothing has been done and the City Council has remained silent and in acceptance of the continued behavior. I informed City Council in writing; of the disparaging remarks I have witnessed relating to a certain city employee. Again, no action was taken by City Council. In late 2019, I had had enough and attempted to seek employment in another city. During that hiring process, newspaper articles from Stephen Topaz's editorials in the Spotlight newspaper were cited that included accusations disparaging my professional career as a Finance Director. I say to you on this day, that I feel my future professional career has already been tarnished by his false accusations and disparaging comments. For someone that is only 38, I have a long time to go before I can retire, and I do not know if I will ever get that next opportunity because of Stephan Topaz and the damage that he has already caused.

During the hiring process of our public works director, I overheard several times Stephen Topaz make inappropriate comments regarding people interviewed including race, education, and sex in relation to having a male or female public works director. These are crystal clear violations of the Equal Employment Act. The day of final interviews, I withdrew my name from the nominating committee based on opinions from our attorneys to personally protect myself from any potential legal action taken by those that were going to be interviewed that day. As a city Council you failed again to act, allowing him to continue to be involved in the hiring process knowing full well his bias against one of the applicants.

Just a few meetings ago during a work session, Stephan Topaz called me a drug dealer and thief. You all sat there in silence as a council. It was me who had to ask our attorney to say something and request an apology from Stephan. Then at the evening meeting I received an email apology that was nothing short of man-splaining what he intended to say. At that evening's meeting, my apology was met with more man-splaining of what he intended to say. A real apology does not include this. All he had to say was, I'm sorry for calling you a drug dealer and a thief and it will not happen again. But he chose to try and codify his position again with the knowledge of half-truths and heresy on situations that have never happened at the City of St. Helens and never happened in my career. The weeks following his statements, I was the butt of many jokes around City Hall. I have the right to work at a place where I am not disparaged or humiliated by one of my leaders; a city councilor. That right has been violated.

I have heard Stephen topaz refer to people in this community and others as china men and cripples. These are words that should never be heard by our community or our children. These are clear violations of our code of ethics, clear violations of the US Equal Employment Opportunity and clear violations of our conduct expectations and I stress again, not even an apology has been offered to our community and all those offended.

For a third time now, I urge this city council to act and show resolve that you value the dedicated employees and volunteers of your city, and the community as a whole so we can

*finally have a resolution to this matter and move forward. I know it is difficult with our current governing policy and our charter because there are no clear or easy answers or path forward for you all. I know this is not something any of us signed up for to deal with, but when will it be enough for you as a council to act? How far are you willing to accept this to go on in your community? You hold the keys; you were elected to lead this community... so I am asking that you do that tonight. Make the decision so that we all can start to heal and find peace. I cannot guarantee much in this life, but I can guarantee one thing; the cost of doing nothing will be by far greater than the cost of a decision to dismiss Stephen Topaz as City Councilor."*

Attorney Bill Monahan addressed the comments.

- There is not authority under the City's laws or Charter to dismiss Councilor Topaz. They used ORS 192.660(2) in order to protect the investigation as an exempt record, until Councilor Topaz requested a hearing. There are some charters in Oregon that specifically refer to a process for removal of a council member. They need to move toward opportunities for discipline.
- There was an opportunity for Councilor Topaz to attend a meeting to review the report in writing. Unfortunately, he was unable to attend, and they did not receive an advanced warning that he would be absent.
- Requirements for disclosure is in a criminal setting. This is an administrative setting. That does not apply.
- There was a comment about the right for Councilor Topaz to participate. Contact was made to his legal counsel and no response was received.
- Where in the City ordinances is there a basis for the complaints? One of the complaints is about discrimination, which is addressed in the Personnel Policies. All of the City's rules and regulations do not have to be included in the City Code, Municipal Ordinance, or Charter. The City has the right to regulate the workplace and protect employees by having an appropriate workplace.
- He would be happy to address the disciplinary action.

Mayor Scholl talked about the April 20, 2019 Budget Committee Hearing. He called Councilor Topaz out about his behavior during that meeting. Trying to move a project forward for his house was unethical. The lawsuit was filed in 2009. Was that criminal? Monahan responded that it was criminal. ORS 244 applies to government officials, that a public official is not able to use their position for personal gain. That is something the Oregon Government Ethics Commission (OGE) can look at. They are able to go back four years. The investigation was to evaluate the issues. The Council does not have the ability to enforce ORS 244.

- Where is the authority for discipline? That comes through the City's authority to apply its rules, regulations, and policies, and to determine whether someone's conduct is appropriate to the position. It is not clear exactly what action leads to a penalty. That is something the City Council, in a peer relationship, can decide on proper discipline. It could be a public censure, a letter from the Council, a resolution, or a restriction of some of their abilities to access employees who have raised complaints. They have a responsibility to protect their employees and have efficient operation of the City. Councilor Topaz says that he has been out there using his knowledge and his expertise to check on certain things to make sure they were done right. The City has professionals to do that. A member of the Council is one individual in a group of five. They operate as a group, unless they delegate authority to an individual. There is a statement in the governing policy that members of the Council will be assigned one or more departments to be affiliated with. The majority of the responsibility rests with the City Administrator. A Council member does not have the right to oversee the work of an employee or challenge a contractor or employee. These are basic rules of efficient operation of government that they live by.

- There was reference that these proceedings are out of order. They have gone through great lengths to have a fair, objective process. It gave the complainants and the person being filed against opportunity to provide input.
- The Council has a responsibility to act. The Council has been more than generous in providing Councilor Topaz an opportunity to speak. They are now at a place that they can talk about discipline if they wish to act. The voters are the only ones who can approve a Charter amendment if the Council wants to create a process for potential dismissal.

Hicks talked about the unique position Council is in. Councilor Topaz is not an employee, he is an elected official. Council is dealing with two separate issues: 1) Councilor Topaz and his conduct. 2) The City is also an employer. The City has an obligation to investigate the complaints raised by Brown and others. The City has a responsibility to protect its employees from vendors, third parties, contractors, or other people who create a hostile work environment, or participate in a discriminatory behavior. The allegations related to Councilor Topaz's conduct were substantiated. Council cannot ignore the fact that the complaints were substantiated and proven by listening to public meetings. The conduct was not just about Councilor Topaz raising questions about people's performance, it is about behavior that the Council has already indicated that is inappropriate and unacceptable under its Charter and Policies and Procedures. With respect to Brown, even if Councilor Topaz is not willing to apologize, that does not mean the Council cannot apologize.

Mayor Scholl apologized to Brown and all of the City staff for the situations that have transpired between them and Councilor Topaz. He is sorry and is baffled by how to deal with this. Petersen said he is "my councilor." He's right. He represents Petersen and many others. The City can be sued. Councilor Topaz stated a number of times that he does not care if the City gets sued and spends hundreds of thousands of dollars on attorney fees. Preheim is right. Councilor Topaz does find that his conduct in that April 20, 2019 Budget Committee hearing was very unethical by trying to direct a stormwater project to his property, after already losing a lawsuit in 2009. Half of his testimony earlier was erroneous. He would like to make rules that unless you are speaking on your own behalf, you need to make it clear that it is your own belief. The investigator reached out eight different times to Councilor Topaz. Personally, if he had allegations against him, he would have hired an attorney a long time ago and would have been very methodical and addressed the attorneys.

Council President Morten pointed out that Councilor Topaz had nothing to say about the five allegations. A huge process was undertaken to interview all the staff members affected. Does this set the framework for civil lawsuits against Councilor Topaz or is he protected because he is an elected official? These are serious allegations. If he were Councilor Topaz, he would worry about a civil suit. He is concerned about the individuals who have testified. He does not think it will stop here.

Hicks pointed out that they do not represent the individual employees and is not appropriate to advise them on what they can do. The City was obligated to perform the investigation, and now needs to determine what needs to be done to remedy the situation as an employer. The Council gets to decide if there was misuse of his office for personal benefit. With respect to the question about employees having personal claims against Councilor Topaz directly, that is up to them. Brown's comments were concerning and could give rise to liability. With respect to Councilor Topaz's individual liability, being a Councilor does not automatically shield him from a lawsuit.

Monahan agreed with Hicks. CIS covers Council when they are operating as a member of the Council. However, CIS will not provide coverage when an individual steps out of that responsibility and starts to take part in an unlawful act. There could be exposure. The City does not have a responsibility to defend someone's actions when they step outside their role as a Councilor.

Council President Morten expressed his concerns specifically for staff. Brown came to the Council multiple times and they did nothing. Hopefully, this process will yield positive opportunities if our staff wants to go further individually. If he were a staff member and that happened to him, he knows where he would be going.

Mayor Scholl pointed out that Councilor Topaz showed up at the water tank to do an investigation with no hard hat and no safety jacket. He showed up unannounced and no one knew he was there. It is not true that millions of gallons of water was dumped into the creek at once. He turned the City into the EPA but never told any of the Council. How do they deal with that statement, knowing the facts behind it? Reporters here what he says and run with it, but it is erroneous.

Monahan said that one option is to issue a statement to set the record straight to the public, based on the allegations. Hicks noted the potential retaliation concerns from Council President Morten. That was a protected activity. The employer needs to take steps to make sure they did not suffer from retaliation. If the Council disagrees with statements Councilor Topaz made, the Council needs to make sure they do not allow that conduct. To the extent that things stated are inaccurate, Council has the right to clarify that in the proper format.

Councilor Chilton believes that Councilor Topaz and his attorney have a right to view the investigation, whether or not they redact the names. Addressing Councilor Topaz, Council represents the people. They need to be professional in all aspects, including asking questions and looking into things, and being politically correct.

Councilor Birkle agrees with Councilor Chilton in respect to providing Councilor Topaz and his attorney with information in the report. That being said, he is prepared to move ahead with action prior to that happening. From what he heard tonight; he regrets coming into this process months after it began. He and Councilor Chilton have not been as personally involved. Adequate time has been provided to respond. He is ready to move forward with recommended suggestions of discipline. City employees have gone above and beyond the call of patience or even civility to wait for Council to act. They cannot allow more time to pass. A clear message needs to be made to employees that they will be protected, as well as an apology. He understands that dismissal is not an option.

Mayor Scholl is taking this personally because it is happening in this building. Councilor Topaz was coming in every day and distracting Administration staff. He would like to see some type of censorship for when he needs something. He has cost the City a lot of money in distractions.

Councilor Birkle talked about Councilor Topaz being elected by the citizens. He needs to be able to do his job but with restrictions and limitations for the protection of staff. Mayor Scholl said there are multiple ways to get information. The Council can appoint a liaison to get information to Councilor Topaz.

Council President Morten repeated his concerns about staff being bullied. Councilor Topaz has done nothing on Council. He has only been negative, negative, negative. They need to protect and support staff.

Councilor Chilton asked if Councilor Topaz's attorney has anything to say about what has been addressed.

Councilor Topaz talked about his property being brought up at a Budget Committee meeting. His property his affected underground by the water. The request was to put a storm drain down the

block to help 20 homes. Over the years, the City has been adding layers of asphalt to the road. The asphalt is 18 inches thick. Originally the sidewalks had drainage. Now the water runs from the road, onto the sidewalks and into the backyards on 3<sup>rd</sup> and 4<sup>th</sup> Street. Asking for a drain and gutters helps himself and his neighborhood. When the Court checked on it, they surveyed the groundwater going into this building...referring to 2009.

Mayor Scholl requested Councilor Topaz keep to the allegations at hand.

Councilor Topaz continued to say they sampled the water in his basement and found out there was fecal chloroform in it. Mayor Scholl reminded him that the investigation was already done.

Councilor Topaz said there is a dangerous health problem in the whole neighborhood, which would be taken care of by a pipe. They still need a storm drain there. Brown talked about him saying he was a drug addict. He missed an important word. The discussion was, "what if Brown was a drug addict? Can he be fired?" The answer is no. He could be tested when he applied and that was it, unless he was a physical danger. That should show up on the video tape.

Monahan interjected to say that this is causing further problems.

Councilor Topaz continued to talk about the example he used with Brown being a drug addict. Mayor Scholl requested Councilor Topaz stop talking about that.

Trukositz said it is hard for him to respond because he is just learning about these allegations today.

Hicks wants it to be very clear that there are no intimations or anything else from the Council about Brown's drug use or anything along those lines. That is speculation from Councilor Topaz. Addressing Councilor Topaz's attorney, he has known about these allegations six weeks. He has chosen not to share those. The Council may decide to waive privilege, but Councilor Topaz absolutely knows what they are. Trukositz said nothing in writing has been received.

Mayor Scholl pointed out that Councilor Topaz has admitted to Council that he has taken discussion from Executive Session to the news media. It is a violation of State law to disclose what was discussed in those meetings. Based on that there is mistrust. This is very sensitive information. Councilor Topaz had multiple opportunities to invite legal counsel.

Councilor Chilton wants to see the truth out there. The public needs to know why they acted in the way they did. Councilor Birkle understands what Councilor Chilton is saying but wants to make sure they are protecting staff.

Hicks pointed out that there is an executive summary that the Council could choose to release with redactions and a clear directive that retaliation is unacceptable and will not be tolerated. Council would have to waive the privilege.

Discussion ensued.

Mayor Scholl would also like to discuss other means of disciplinary action and restrictions to staff. There needs to be a policy and accountability in place if this were to happen again. Recalls are cumbersome and hard to get done.

Monahan clarified that Hicks would work with Councilor Topaz's attorney to provide the documentation as directed by Council. He will review actions the Council can take.

**Motion:** Motion made by Councilor Birkle and seconded by Councilor Chilton to direct counsel to provide a redacted executive summary of the report to Councilor Topaz's counsel, waiving attorney client privilege with respect to the executive summary.

Discussion.

Mayor Scholl talked about the document becoming public record. He does not want to see an article in the Spotlight saying it is all lies. A thorough investigation was done. Hicks confirmed that he has received a public records request from Councilor Topaz's attorneys.

**Vote:** Yea: Councilor Topaz, Councilor Birkle, Council President Morten, Councilor Chilton, and Mayor Scholl

Hicks confirmed they will release the executive summary with redactions to Councilor Topaz's attorney, without waiver of attorney client privileges to the other materials.

**Motion:** Motion made by Councilor Topaz to release the investigative report in the same manner.

Councilor Chilton does not think it is appropriate. Council President Morten agreed. That opens up too many liabilities for individuals who have come forward.

Motion died due to lack of second.

Monahan reviewed options for discipline and stronger language for future issues.

- Dismissal by the Council is not an option because they do not have Charter authority.
- A member of the Council swears an oath to support the laws and faithfully perform the duties of being a Council member. That oath could be expanded upon.
- Create standards for the roles and responsibilities of a Council member.
  - Decorum during Council meetings, interacting with City employees, requesting documentation, and taking time from employees.
  - Some cities have identified rules and regulations on how much time a Council member can utilize a staff member.
- A public censure.
  - Write a letter to Councilor Topaz, putting him on notice with their concerns and expectations for the future.
  - Write a resolution, which is a public document adopted by the Council and entered into the public record. It can draw attention to things the Council feels is inappropriate, needs to be stopped, and the consequences if it is not. It could also be placed on the City's website for a period of time.
  - Issue a statement that is distributed within the City's organization.
    - Recognize the findings and support of following City regulations and policies, as well as concern for the action of the individual.
    - Release a statement of expectations, making sure that City employees feel comfortable knowing that it will not occur in the future.
    - Confirm it is a safe place for people to raise concerns. They have to know that there will be no retaliation.
    - Take steps on restrictions of access. There were issues of Councilor Topaz coming into employee's workplaces and dominating their time.
    - Create restrictions for where the councilor has a right to be.



- The voters have elected him, and he has a right to participate in Council meetings have access to public records and information to conduct his job, but does not have ability to cross the boundaries when they are identified.
- Modify the governing policy that the Councilor will be assigned one or more departments if they have not been censured or reprimanded by the Council within a certain timeframe.
- An action could rise to the Oregon Government Ethics Commission (OGECE).
- Recall process. The Council does not have the ability to initiate a recall. It is exclusively the right of an individual voter. It does not prohibit an individual's ability to run for office at a future date.
- Specific rules of conduct that is signed by Council members.
- Create sanctions.
- Revise the Charter by the vote of the people.

Council President Morten suggested discussing it further at their next meeting.

Mayor Scholl agreed with Monahan's suggestions.

Councilor Birkle would like to focus on immediate options, such as a public censure statement and restrictions to access. He would also like to make a statement or declaration to all employees that the Council is fully committed to following through, ensuring a safe workplace, and that other behaviors will not be tolerated.

Mayor Scholl agreed that would be appropriate. It can be added to the May 5 meeting agenda. He wants to receive a copy of everything that is given to Councilor Topaz's attorney.

Councilor Chilton wants to give Councilor Topaz and his attorney time to review the redacted summary before they proceed on the actions. She also wants time to research the options on her own.

Monahan will submit the options to Council in writing for their review.

Mayor Scholl stated that the Council tried to go in a different direction.

Scott Keith asked if the redacted executive summary would be available to the public. Mayor Scholl confirmed it would be, with a public records request.

Mayor Scholl personally apologized to Brown and others, on behalf of the Council. They want everyone to feel safe and comfortable. Their work is appreciated.

The hearing was adjourned at 8:40 p.m.



Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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

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



## COUNCIL SPECIAL SESSION

Tuesday, April 27, 2021

### DRAFT MINUTES

#### MEMBERS PRESENT

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

#### STAFF PRESENT

John Walsh, City Administrator  
 Matt Brown, Assistant City Administrator  
 Jennifer Johnson, Accountant

#### OTHERS

Roman Ramos

#### CALL SPECIAL SESSION TO ORDER – 5:45 p.m.

#### DISCUSSION TOPICS

1. **Resolution No. 1915:** A Resolution Authorizing Purchase of Real Property and Necessary Steps to Acquire the Property for the Extension of Utilities in Alignment with the City's Public Service Goals

City Administrator Walsh reviewed Resolution No. 1915 and pointed out the location of the property at the intersection of Maple Street and Childs Road. There is a lift station on Maple Street that allows for a natural extension of the City's sanitary sewer system.

#### PUBLIC COMMENT

- ◆ Roman Ramos. He owns property adjacent to the subject property. What is the plan is for the land?

Mayor Scholl explained that the City proposes infrastructure improvements there.

Ramos asked if it would be possible to continue Maple Street to Ross Road. Mayor Scholl confirmed it is possible. Ramos also asked if there was a time frame on when the work would start. Mayor Scholl said there is no time frame yet. If a single-family dwelling was placed there, it would not allow the City to continue the infrastructure improvements for future development.

Discussion of authorizing City Administrator Walsh to sign the purchase documents. There was no objection from Council.

City Administrator Walsh read Resolution No. 1915 by title.

**Motion:** Motion made by Councilor Birkle and seconded by Councilor Chilton to adopt Resolution No. 1915.

Discussion.

Council President Morten talked about the Ross Road property. This opens up access for a possible baseball/softball facility. Councilor Chilton is excited for the potential.

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

**ADJOURN – 5:59 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Jennifer Johnson, Accountant

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Rick Scholl, Mayor

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

## OLCC LICENSES

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

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### 2021 RENEWALS

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<b><u>Licensee</u></b>	<b><u>Tradename</u></b>	<b><u>Location</u></b>	<b><u>Purpose</u></b>
• TD MONTOYA INC	COLUMBIA TAVERN	467 COLUMBIA BLVD	RENEWAL
• EL TAPATIO MEXICAN REST	EL TAPATIO	2105 Columbia BLVD	RENEWAL

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### 2021 NEW OWNERS

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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.*

<b><u>Licensee</u></b>	<b><u>Tradename</u></b>	<b><u>Location</u></b>	<b><u>Purpose</u></b>
KIMBO SPICE LLC	KIMBO SPICE	305 SOUTH COL RIVER HWY NEW	



St. Helens, OR

# Expense Approval Register

Packet: APPKT00325 - AP 4.16.2021

Item #17.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
Jarvis, Richard Charles	INV0001450	04/13/2021	Jarvis, Richard Charles	100-000-21000	900.00
SHRED-IT C/O STERICYCLE INC	13664225	04/15/2021	POLICE DEPT SHRED SERVICE	100-705-52019	95.41
SCAPPOOSE FIRE DISTRICT	2021.-3	04/15/2021	FIRE & LIFE SAFETY PALN REVI...	100-711-52015	2,887.87
COLUMBIA COUNTY COMM. J...	20212CSH	04/15/2021	WORK CREW	100-708-52001	750.00
WILLEMSE GLASS	34796	04/15/2021	PLEXI GLASS	100-703-52001	168.00
PETTY CASH - DAWN RICHARD...	4.12.2021	04/15/2021	PETTY CASH	100-000-34001	40.00
PETTY CASH - DAWN RICHARD...	4.12.2021	04/15/2021	PETTY CASH	100-000-37004	1.00
PETTY CASH - DAWN RICHARD...	4.12.2021	04/15/2021	PETTY CASH	100-702-52001	50.00
PETTY CASH - DAWN RICHARD...	4.12.2021	04/15/2021	PETTY CASH	100-715-52001	19.88
MAILBOXES NORTHWEST	4.2.2021 2	04/15/2021	POSTAGE	100-705-52001	8.92
MIDWEST TAPE	500249214	04/15/2021	DVD / ABD 2000010011	100-706-52034	51.98
MIDWEST TAPE	500249215	04/15/2021	DVD / ABD 2000010011	100-706-52034	18.74
INGRAM LIBRARY SERVICES	52110094	04/15/2021	BOOKS 20C7921	100-706-52033	537.87
INGRAM LIBRARY SERVICES	52110095	04/15/2021	BOOKS 20C7921	100-706-52033	10.62
INGRAM LIBRARY SERVICES	52110096	04/15/2021	BOOKS 20C7921	100-706-52033	45.80
INGRAM LIBRARY SERVICES	52110097	04/15/2021	BOOKS 20C7921	100-706-52033	36.60
INGRAM LIBRARY SERVICES	52130567	04/15/2021	BOOKS 20C7921	100-706-52033	608.96
INGRAM LIBRARY SERVICES	52200931	04/15/2021	BOOKS 20C7921	100-706-52033	117.08
INGRAM LIBRARY SERVICES	52200932	04/15/2021	BOOKS 20C7921	100-706-52033	112.72
INGRAM LIBRARY SERVICES	52200933	04/15/2021	BOOKS 20C7921	100-706-52035	24.40
INGRAM LIBRARY SERVICES	52200934	04/15/2021	BOOKS 20C7921	100-706-52035	21.40
INGRAM LIBRARY SERVICES	52200935	04/15/2021	BOOKS 20C7921	100-706-52033	7.25
INGRAM LIBRARY SERVICES	52200936	04/15/2021	BOOKS 20C7921	100-706-52033	24.39
COLUMBIA COUNTY TREASUR...	MARCH 2021	04/15/2021	JAIL ASSESSMENT	100-000-20900	37.22
COLUMBIA COUNTY TREASUR...	MARCH 2021	04/15/2021	COUNTY ASSESSMENT	100-000-20900	534.19
COLUMBIA COUNTY TREASUR...	MARCH 2021	04/15/2021	CITY COURT COSTS DEDUCTED	100-000-36002	-57.14
OREGON HUMANE SOCIETY	4.13.2021	04/16/2021	RESTITUTION NORMA STEVENS	100-000-21000	25.00
RONALD CARPENTER	4.13.2021	04/16/2021	RESTITUTION JUSTIN CONNOR...	100-000-21000	150.00
DON'S RENTAL	553555	04/16/2021	CHIPPER	100-708-52001	250.00
CINTAS	8405089439	04/16/2021	CITY HALL FIRST AID CABINET ...	100-715-52019	60.83
CINTAS	8405089440	04/16/2021	PARKS FIRST AID CABINET SER...	100-708-52019	126.89
ADVENTISIT HEALTH OCCUPAT...	89602	04/16/2021	AUDIO VAN SET UP / AUDIOG...	100-705-52019	1,015.00
BEMIS	9590	04/16/2021	TRODAT 5430 2 COLOR	100-704-52001	97.90
HUDSON GARBAGE SERVICE	INV0001455	04/16/2021	7598	100-708-52023	577.11
HUDSON GARBAGE SERVICE	INV0001455	04/16/2021	7636	100-708-52023	180.79
HUDSON GARBAGE SERVICE	INV0001455	04/16/2021	7539	100-715-52023	96.59
HUDSON GARBAGE SERVICE	INV0001455	04/16/2021	7601	100-715-52023	355.52
OREGON DEPARTMENT OF RE...	MARCH 2021	04/16/2021	STATE DUII CONVICTION FEE	100-000-20700	166.00
OREGON DEPARTMENT OF RE...	MARCH 2021	04/16/2021	MISD SURCHARGE	100-000-20700	9.27
OREGON DEPARTMENT OF RE...	MARCH 2021	04/16/2021	STATE DUII DIVERSION	100-000-20700	615.00
OREGON DEPARTMENT OF RE...	MARCH 2021	04/16/2021	STATE	100-000-20800	607.72
OREGON DEPARTMENT OF RE...	MARCH 2021	04/16/2021	UNITARY	100-000-20800	26.47
OREGON DEPARTMENT OF RE...	MARCH 2021	04/16/2021	STATE MISD	100-000-20800	575.00
OREGON DEPARTMENT OF RE...	MARCH 2021	04/16/2021	STATE VIOLATION	100-000-20800	1,026.00
NORTHWEST FORENSIC INSTI...	SHDA001	04/16/2021	INTERVIEW W SUBJECT	100-704-52019	3,237.50
<b>Fund 100 - GENERAL FUND Total:</b>					<b>16,251.75</b>
<b>Fund: 202 - COMMUNITY DEVELOPMENT</b>					
RV PARK CONSULTING INC	2728	04/12/2021	DESIGN 7 ACRE RV PARK	202-721-52019	5,550.00
MACKENZIE	1071846	04/15/2021	ST. HELENS POLICE NEEDS ASS...	202-721-52019	2,840.86
MACKENZIE	1071847	04/15/2021	ST. HELENS POLICE NEEDS ASS...	202-721-52019	4,792.50
PETTY CASH - DAWN RICHARD...	4.12.2021	04/15/2021	PETTY CASH	202-721-52096	5.00
MAUL FOSTER ALONGI INC	42341	04/15/2021	WWTP LAGOON ON CALL SERV..	202-721-52019	5,336.25
MAUL FOSTER ALONGI INC	42341	04/15/2021	GOVERNANCE AND PUBLIC EN...	202-721-52019	1,211.25

## Expense Approval Register

Packet: APPKT003

Item #17.

1

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MAUL FOSTER ALONGI INC	42341	04/15/2021	INDUSTRIAL PARK GRADING A...	202-722-52019	363.75
BUREAU OF LABOR AND INDS...	C18005	04/15/2021	PREVAILING WAGE REVIEW C...	202-721-52096	1,565.78
E2C	4429	04/16/2021	PRODUCT	202-725-52028	10,184.00
E2C	4429	04/16/2021	EQUIPMENT ST. HELENS	202-725-52028	3,600.00
E2C	4429	04/16/2021	PROPS	202-725-52028	800.00
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>36,249.39</b>
<b>Fund: 205 - STREETS</b>					
OREGON DEPT. OF STATE LAN...	23905	04/12/2021	WATERWAY LEASE FEE FLAT R...	205-000-52060	444.18
OREGON DEPT. OF STATE LAN...	23906	04/12/2021	WATERWAY LEASE FEE FLAT R...	205-000-52060	977.93
<b>Fund 205 - STREETS Total:</b>					<b>1,422.11</b>
<b>Fund: 601 - WATER</b>					
ALEXIN ANALYTICAL	42193	04/16/2021	TESTING	601-731-52064	1,499.00
<b>Fund 601 - WATER Total:</b>					<b>1,499.00</b>
<b>Fund: 603 - SEWER</b>					
PEAK ELECTRIC GROUP LLC	21896	04/16/2021	ELECTRICAL WORK WWTP	603-737-52019	856.73
CENTURY LINK	4.2.2021	04/16/2021	654	603-736-52010	22.58
CENTURY LINK	4.2.2021	04/16/2021	293	603-736-52010	22.58
CENTURY LINK	4.2.2021	04/16/2021	688	603-736-52010	22.58
CENTURY LINK	4.2.2021	04/16/2021	488	603-736-52010	131.26
CENTURY LINK	4.2.2021	04/16/2021	600	603-736-52010	22.58
CENTURY LINK	4.2.2021	04/16/2021	293	603-737-52010	22.58
CENTURY LINK	4.2.2021	04/16/2021	688	603-737-52010	22.58
CENTURY LINK	4.2.2021	04/16/2021	488	603-737-52010	131.26
CENTURY LINK	4.2.2021	04/16/2021	654	603-737-52010	22.58
CENTURY LINK	4.2.2021	04/16/2021	600	603-737-52010	22.58
HUDSON GARBAGE SERVICE	INV0001455	04/16/2021	8333	603-736-52003	150.72
HUDSON GARBAGE SERVICE	INV0001455	04/16/2021	8333	603-737-52003	150.71
<b>Fund 603 - SEWER Total:</b>					<b>1,601.32</b>
<b>Fund: 701 - EQUIPMENT</b>					
LAWRENCE OIL COMPANY	056096	04/15/2021	ULTRA TAC 2	701-000-52001	33.00
KINNEAR SPECIALTIES INC	5030031	04/15/2021	JU 22500	701-000-52001	20.58
EATONS TIRE AND AUTO REPA...	77401	04/16/2021	TURF TIRE	701-000-52001	250.00
<b>Fund 701 - EQUIPMENT Total:</b>					<b>303.58</b>
<b>Fund: 702 - INFORMATION SYSTEMS</b>					
COMCAST BUSINESS	120445338	04/16/2021	FIBER INTERNET ACCT 934571...	702-000-52003	4,791.65
CENTURY LINK	4.2.2021	04/16/2021	130	702-000-52010	67.62
CENTURY LINK	4.2.2021	04/16/2021	798B	702-000-52010	109.63
CENTURY LINK	4.2.2021	04/16/2021	909	702-000-52010	91.11
CENTURY LINK	4.2.2021	04/16/2021	131	702-000-52010	67.62
CENTURY LINK	4.2.2021	04/16/2021	967	702-000-52010	138.87
CENTURY LINK	4.2.2021	04/16/2021	162B	702-000-52010	85.13
CENTURY LINK	4.2.2021	04/16/2021	796	702-000-52010	42.43
CENTURY LINK	4.2.2021	04/16/2021	818	702-000-52010	384.57
CENTURY LINK	4.2.2021	04/16/2021	651	702-000-52010	43.90
CENTURY LINK	4.2.2021	04/16/2021	579	702-000-52010	45.16
CENTURY LINK	4.2.2021	04/16/2021	228	702-000-52010	87.59
<b>Fund 702 - INFORMATION SYSTEMS Total:</b>					<b>5,955.28</b>
<b>Fund: 703 - PW OPERATIONS</b>					
COLUMBIA COUNTY COMM. J...	20212CSH	04/15/2021	WORK CREW	703-734-52001	375.00
CINTAS	8405089438	04/16/2021	FIRST AID CABINET SERVICE	703-734-52019	43.21
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>418.21</b>
<b>Grand Total:</b>					<b>63,700.64</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	16,251.75
202 - COMMUNITY DEVELOPMENT	36,249.39
205 - STREETS	1,422.11
601 - WATER	1,499.00
603 - SEWER	1,601.32
701 - EQUIPMENT	303.58
702 - INFORMATION SYSTEMS	5,955.28
703 - PW OPERATIONS	418.21
<b>Grand Total:</b>	<b>63,700.64</b>

**Account Summary**

Account Number	Account Name	Expense Amount
100-000-20700	State Surcharge	790.27
100-000-20800	State Assessment	2,235.19
100-000-20900	County Assessment	571.41
100-000-21000	Court Restitution Paymen...	1,075.00
100-000-34001	Dockside Services	40.00
100-000-36002	Fines - Court	-57.14
100-000-37004	Miscellaneous - General	1.00
100-702-52001	Operating Supplies	50.00
100-703-52001	Operating Supplies	168.00
100-704-52001	Operating Supplies	97.90
100-704-52019	Professional Services	3,237.50
100-705-52001	Operating Supplies	8.92
100-705-52019	Professional Services	1,110.41
100-706-52033	Printed Materials	1,501.29
100-706-52034	Visual Materials	70.72
100-706-52035	Audio Materials	45.80
100-708-52001	Operating Supplies	1,000.00
100-708-52019	Professional Services	126.89
100-708-52023	Facility Maintenance	757.90
100-711-52015	Intergovernmental Servic...	2,887.87
100-715-52001	Operating Supplies	19.88
100-715-52019	Professional Services	60.83
100-715-52023	Facility Maintenance	452.11
202-721-52019	Professional Services	19,730.86
202-721-52096	CDBG Grant Expenses	1,570.78
202-722-52019	Professional Services	363.75
202-725-52028	Projects & Programs	14,584.00
205-000-52060	Waterway Lease	1,422.11
601-731-52064	Lab Testing	1,499.00
603-736-52003	Utilities	150.72
603-736-52010	Telephone	221.58
603-737-52003	Utilities	150.71
603-737-52010	Telephone	221.58
603-737-52019	Professional Services	856.73
701-000-52001	Operating Supplies	303.58
702-000-52003	Utilities	4,791.65
702-000-52010	Telephone	1,163.63
703-734-52001	Operating Supplies	375.00
703-734-52019	Professional Services	43.21
Grand Total:		63,700.64

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	63,700.64
<b>Grand Total:</b>	<b>63,700.64</b>





St. Helens, OR

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: APPKT00331 - PYPKT00622 - APRIL 2021 PAYROLL

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
ASIFLEX	INV0001538	04/23/2021	FSA ADMIN FEES 4/1/2021 - 4...	100-707-52019	37.50
AMERICAN FAMILY LIFE ASSU...	INV 282856	04/30/2021	POLICY ACCOUNT # 0X5A3	100-000-23001	379.26
AMERICAN FAMILY LIFE ASSU...	INV 282856	04/30/2021	POLICY ACCOUNT # 0X5A3	100-000-23001	35.20
OREGON AFSCME COUNCIL 75	INV0001480	04/30/2021	AFSCME DUES - LOCAL #1789	100-000-23001	696.13
ST. HELENS POLICE ASSOCIATI...	INV0001482	04/30/2021	SHPA MEMBER DUES	100-000-23001	650.00
ASI	INV0001483	04/30/2021	ASI HEALTH FSA - EFT	100-000-23001	345.00
ASI	INV0001484	04/30/2021	ASI-FSA DEPENDENT CARE -EFT	100-000-23001	541.66
CIS Trust	INV0001485	04/30/2021	DENTAL INSURANCE	100-000-23001	1,164.44
CIS Trust	INV0001486	04/30/2021	DENTAL INSURANCE	100-000-23001	1,468.88
CIS Trust	INV0001487	04/30/2021	DENTAL INSURANCE	100-000-23001	1,142.41
CIS Trust	INV0001488	04/30/2021	DENTAL INSURANCE	100-000-23001	746.91
CIS Trust	INV0001489	04/30/2021	DENTAL INSURANCE	100-000-23001	1,152.52
CIS Trust	INV0001490	04/30/2021	DENTAL INSURANCE	100-000-23001	1,554.62
CIS Trust	INV0001491	04/30/2021	DENTAL INSURANCE	100-000-23001	55.92
CIS Trust	INV0001492	04/30/2021	DENTAL INSURANCE	100-000-23001	313.37
CIS Trust	INV0001493	04/30/2021	DENTAL INSURANCE	100-000-23001	313.37
CIS Trust	INV0001494	04/30/2021	MEDICAL INSURANCE	100-000-23001	11,643.87
CIS Trust	INV0001495	04/30/2021	MEDICAL INSURANCE	100-000-23001	17,661.59
CIS Trust	INV0001496	04/30/2021	MEDICAL INSURANCE	100-000-23001	12,312.03
CIS Trust	INV0001497	04/30/2021	MEDICAL INSURANCE	100-000-23001	7,485.96
CIS Trust	INV0001498	04/30/2021	MEDICAL INSURANCE	100-000-23001	8,759.29
CIS Trust	INV0001499	04/30/2021	MEDICAL INSURANCE	100-000-23001	17,183.41
CIS Trust	INV0001500	04/30/2021	LIFE NSURANCE	100-000-23001	148.62
CIS Trust	INV0001501	04/30/2021	LTD INSURANCE	100-000-23001	437.78
CIS Trust	INV0001502	04/30/2021	STATUTORY LIFE	100-000-23001	12.06
CIS Trust	INV0001503	04/30/2021	ACCIDENT INSURANCE	100-000-23001	73.41
CIS Trust	INV0001504	04/30/2021	CRITICAL ILLNESS INSURANCE	100-000-23001	76.50
CIS Trust	INV0001505	04/30/2021	HOSPITAL INDEMNITY	100-000-23001	112.10
CIS Trust	INV0001506	04/30/2021	IDENTITY PROTECTION	100-000-23001	109.65
CIS Trust	INV0001507	04/30/2021	TRAUMA INSURANCE	100-000-23001	40.00
CIS Trust	INV0001508	04/30/2021	LIFE INSURANCE	100-000-23001	825.50
NATIONWIDE RETIREMENT S...	INV0001509	04/30/2021	ENTITY # 0035845-001	100-000-23001	200.00
OREGON DEPT. OF JUSTICE	INV0001510	04/30/2021	Anthony J. Boswell ID 410000...	100-000-23001	1,153.20
OREGON DEPT. OF JUSTICE	INV0001510	04/30/2021	Jose' H. Castilleja ID 009AAAB...	100-000-23001	352.00
OREGON DEPT. OF JUSTICE	INV0001510	04/30/2021	Joseph W. Hogue ID 41000000...	100-000-23001	691.00
VOYA - STATE OF OREGON PL...	INV0001511	04/30/2021	DEFERRED COMP - PERS EMP....	100-000-23001	6,771.67
VOYA - STATE OF OREGON PL...	INV0001512	04/30/2021	DEFERRED COMP - PERS EMPL...	100-000-23001	1,515.00
UNITED WAY OF COLUMBIA C...	INV0001513	04/30/2021	UNITED WAY DONATION	100-000-23001	25.00
VALIC	INV0001514	04/30/2021	GROUP # 62917	100-000-23001	100.00
HRA VEBA TRUST	INV0001515	04/30/2021	YA220 - HRA VEBA	100-000-23001	843.99
HRA VEBA TRUST	INV0001516	04/30/2021	YA220 - HRA VEBA	100-000-23001	1,636.84
HRA VEBA TRUST	INV0001517	04/30/2021	YA220 - HRA VEBA	100-000-23001	1,810.00
OREGON PERS	INV0001518	04/30/2021	PERS - OPSRP	100-000-23001	27,905.01
OREGON PERS	INV0001518	04/30/2021	PERS - OPSRP	100-000-23001	27,136.36
OREGON PERS	INV0001518	04/30/2021	PERS -TIER 1 & 2	100-000-23001	26,970.30
OREGON PERS	INV0001518	04/30/2021	UNITS	100-000-23001	4.00
OREGON PERS	INV0001518	04/30/2021	PERS 6% IAP	100-000-23001	18,244.49
OREGON DOR TAX SYSTEM	INV0001519	04/30/2021	Oregon Statewide Transit	100-000-23001	327.58
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Medicare Withholding	100-701-23001	737.32
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	IRS -EFT DEPARTMENT OF TRE...	100-701-23001	2,748.43
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Social Security Taxes	100-701-23001	3,152.60
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	IRS -EFT DEPARTMENT OF TRE...	100-702-23001	1,617.25
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Medicare Withholding	100-702-23001	349.36

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Social Security Taxes	100-702-23001	1,493.82
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Social Security Taxes	100-703-23001	551.30
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Medicare Withholding	100-703-23001	128.94
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	IRS -EFT DEPARTMENT OF TRE...	100-703-23001	160.41
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Social Security Taxes	100-704-23001	1,108.50
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Medicare Withholding	100-704-23001	259.24
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	IRS -EFT DEPARTMENT OF TRE...	100-704-23001	783.54
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Social Security Taxes	100-705-23001	21,662.58
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Medicare Withholding	100-705-23001	5,066.26
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	IRS -EFT DEPARTMENT OF TRE...	100-705-23001	19,983.86
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Medicare Withholding	100-706-23001	768.80
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	IRS -EFT DEPARTMENT OF TRE...	100-706-23001	2,393.81
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Social Security Taxes	100-706-23001	3,287.20
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Medicare Withholding	100-707-23001	545.76
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Social Security Taxes	100-707-23001	2,333.56
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	IRS -EFT DEPARTMENT OF TRE...	100-707-23001	1,732.33
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Social Security Taxes	100-708-23001	1,305.48
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Medicare Withholding	100-708-23001	305.30
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	IRS -EFT DEPARTMENT OF TRE...	100-708-23001	1,336.66
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	IRS -EFT DEPARTMENT OF TRE...	100-709-23001	494.73
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Social Security Taxes	100-709-23001	871.92
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Medicare Withholding	100-709-23001	203.90
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	IRS -EFT DEPARTMENT OF TRE...	100-710-23001	1,807.14
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Medicare Withholding	100-710-23001	453.04
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Social Security Taxes	100-710-23001	1,937.12
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Medicare Withholding	100-711-23001	570.92
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Social Security Taxes	100-711-23001	2,441.20
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	IRS -EFT DEPARTMENT OF TRE...	100-711-23001	1,569.07
OREGON DOR TAX SYSTEM	INV0001521	04/30/2021	State Withholding	100-701-23001	1,751.80
OREGON DOR TAX SYSTEM	INV0001521	04/30/2021	State Withholding	100-702-23001	865.44
OREGON DOR TAX SYSTEM	INV0001521	04/30/2021	State Withholding	100-703-23001	165.64
OREGON DOR TAX SYSTEM	INV0001521	04/30/2021	State Withholding	100-704-23001	609.05
OREGON DOR TAX SYSTEM	INV0001521	04/30/2021	State Withholding	100-705-23001	12,706.62
OREGON DOR TAX SYSTEM	INV0001521	04/30/2021	State Withholding	100-706-23001	1,511.15
OREGON DOR TAX SYSTEM	INV0001521	04/30/2021	State Withholding	100-707-23001	1,225.70
OREGON DOR TAX SYSTEM	INV0001521	04/30/2021	State Withholding	100-708-23001	693.83
OREGON DOR TAX SYSTEM	INV0001521	04/30/2021	State Withholding	100-709-23001	479.84
OREGON DOR TAX SYSTEM	INV0001521	04/30/2021	State Withholding	100-710-23001	1,075.21
OREGON DOR TAX SYSTEM	INV0001521	04/30/2021	State Withholding	100-711-23001	1,245.05
COLONIAL LIFE & ACCIDENT IN...	INV4681656-0501847	04/30/2021	COLONIAL LIFE - BCN E4681656	100-000-23001	19.75
<b>Fund 100 - GENERAL FUND Total:</b>					<b>309,675.83</b>

## Fund: 601 - WATER

OREGON AFSCME COUNCIL 75	INV0001480	04/30/2021	AFSCME DUES - LOCAL #1789	601-000-23001	58.75
CIS Trust	INV0001485	04/30/2021	DENTAL INSURANCE	601-000-23001	82.58
CIS Trust	INV0001494	04/30/2021	MEDICAL INSURANCE	601-000-23001	717.12
CIS Trust	INV0001500	04/30/2021	LIFE NSURANCE	601-000-23001	3.26
CIS Trust	INV0001501	04/30/2021	LTD INSURANCE	601-000-23001	9.60
CIS Trust	INV0001503	04/30/2021	ACCIDENT INSURANCE	601-000-23001	11.05
CIS Trust	INV0001505	04/30/2021	HOSPITAL INDEMNITY	601-000-23001	15.60
CIS Trust	INV0001506	04/30/2021	IDENTITY PROTECTION	601-000-23001	9.95
CIS Trust	INV0001508	04/30/2021	LIFE INSURANCE	601-000-23001	0.30
HRA VEBA TRUST	INV0001515	04/30/2021	YA220 - HRA VEBA	601-000-23001	50.00
OREGON PERS	INV0001518	04/30/2021	PERS 6% IAP	601-000-23001	298.00
OREGON PERS	INV0001518	04/30/2021	PERS - OPSRP	601-000-23001	1,103.61
OREGON DOR TAX SYSTEM	INV0001519	04/30/2021	Oregon Statewide Transit	601-000-23001	4.97
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	IRS -EFT DEPARTMENT OF TRE...	601-732-23001	583.62
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Social Security Taxes	601-732-23001	613.90
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Medicare Withholding	601-732-23001	143.58
OREGON DOR TAX SYSTEM	INV0001521	04/30/2021	State Withholding	601-732-23001	325.82
<b>Fund 601 - WATER Total:</b>					<b>4,031.71</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 701 - EQUIPMENT</b>					
OREGON AFSCME COUNCIL 75	INV0001480	04/30/2021	AFSCME DUES - LOCAL #1789	701-000-23001	135.68
OREGON AFSCME COUNCIL 75	INV0001481	04/30/2021	AFSCME LOCAL #1789 VOLUN...	701-000-23001	5.00
CIS Trust	INV0001488	04/30/2021	DENTAL INSURANCE	701-000-23001	421.48
CIS Trust	INV0001497	04/30/2021	MEDICAL INSURANCE	701-000-23001	4,027.52
CIS Trust	INV0001500	04/30/2021	LIFE NSURANCE	701-000-23001	6.52
CIS Trust	INV0001501	04/30/2021	LTD INSURANCE	701-000-23001	19.20
HRA VEBA TRUST	INV0001515	04/30/2021	YA220 - HRA VEBA	701-000-23001	220.00
OREGON PERS	INV0001518	04/30/2021	PERS 6% IAP	701-000-23001	640.56
OREGON PERS	INV0001518	04/30/2021	PERS -TIER 1 & 2	701-000-23001	3,162.24
OREGON DOR TAX SYSTEM	INV0001519	04/30/2021	Oregon Statewide Transit	701-000-23001	10.68
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	IRS -EFT DEPARTMENT OF TRE...	701-000-23001	788.10
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Social Security Taxes	701-000-23001	1,312.80
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Medicare Withholding	701-000-23001	307.04
OREGON DOR TAX SYSTEM	INV0001521	04/30/2021	State Withholding	701-000-23001	720.75
<b>Fund 701 - EQUIPMENT Total:</b>					<b>11,777.57</b>
<b>Fund: 702 - INFORMATION SYSTEMS</b>					
CIS Trust	INV0001490	04/30/2021	DENTAL INSURANCE	702-000-23001	210.74
CIS Trust	INV0001496	04/30/2021	MEDICAL INSURANCE	702-000-23001	2,044.91
CIS Trust	INV0001500	04/30/2021	LIFE NSURANCE	702-000-23001	3.26
CIS Trust	INV0001501	04/30/2021	LTD INSURANCE	702-000-23001	9.60
CIS Trust	INV0001508	04/30/2021	LIFE INSURANCE	702-000-23001	2.66
VOYA - STATE OF OREGON PL...	INV0001511	04/30/2021	DEFFERED COMP - PERS EMP....	702-000-23001	600.00
HRA VEBA TRUST	INV0001517	04/30/2021	YA220 - HRA VEBA	702-000-23001	70.00
OREGON PERS	INV0001518	04/30/2021	PERS 6% IAP	702-000-23001	385.90
OREGON PERS	INV0001518	04/30/2021	PERS - OPSRP	702-000-23001	1,429.11
OREGON DOR TAX SYSTEM	INV0001519	04/30/2021	Oregon Statewide Transit	702-000-23001	6.43
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	IRS -EFT DEPARTMENT OF TRE...	702-000-23001	831.43
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Medicare Withholding	702-000-23001	183.24
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Social Security Taxes	702-000-23001	783.54
OREGON DOR TAX SYSTEM	INV0001521	04/30/2021	State Withholding	702-000-23001	318.64
<b>Fund 702 - INFORMATION SYSTEMS Total:</b>					<b>6,879.46</b>
<b>Fund: 703 - PW OPERATIONS</b>					
AMERICAN FAMILY LIFE ASSU...	INV 282856	04/30/2021	POLICY ACCOUNT # 0X5A3	703-000-23001	175.21
OREGON AFSCME COUNCIL 75	INV0001480	04/30/2021	AFSCME DUES - LOCAL #1789	703-000-23001	901.74
OREGON AFSCME COUNCIL 75	INV0001481	04/30/2021	AFSCME LOCAL #1789 VOLUN...	703-000-23001	20.00
ASI	INV0001483	04/30/2021	ASI HEALTH FSA - EFT	703-000-23001	55.00
CIS Trust	INV0001485	04/30/2021	DENTAL INSURANCE	703-000-23001	1,205.33
CIS Trust	INV0001487	04/30/2021	DENTAL INSURANCE	703-000-23001	277.26
CIS Trust	INV0001488	04/30/2021	DENTAL INSURANCE	703-000-23001	1,162.13
CIS Trust	INV0001490	04/30/2021	DENTAL INSURANCE	703-000-23001	697.51
CIS Trust	INV0001491	04/30/2021	DENTAL INSURANCE	703-000-23001	97.69
CIS Trust	INV0001494	04/30/2021	MEDICAL INSURANCE	703-000-23001	9,009.56
CIS Trust	INV0001496	04/30/2021	MEDICAL INSURANCE	703-000-23001	2,044.91
CIS Trust	INV0001497	04/30/2021	MEDICAL INSURANCE	703-000-23001	14,364.14
CIS Trust	INV0001499	04/30/2021	MEDICAL INSURANCE	703-000-23001	7,533.05
CIS Trust	INV0001500	04/30/2021	LIFE NSURANCE	703-000-23001	69.80
CIS Trust	INV0001501	04/30/2021	LTD INSURANCE	703-000-23001	205.42
CIS Trust	INV0001503	04/30/2021	ACCIDENT INSURANCE	703-000-23001	58.42
CIS Trust	INV0001505	04/30/2021	HOSPITAL INDEMNITY	703-000-23001	48.40
CIS Trust	INV0001508	04/30/2021	LIFE INSURANCE	703-000-23001	220.61
VOYA - STATE OF OREGON PL...	INV0001511	04/30/2021	DEFFERED COMP - PERS EMP....	703-000-23001	5,496.65
VOYA - STATE OF OREGON PL...	INV0001512	04/30/2021	DEFERRED COMP - PERS EMPL...	703-000-23001	75.00
UNITED WAY OF COLUMBIA C...	INV0001513	04/30/2021	UNITED WAY DONATION	703-000-23001	20.00
HRA VEBA TRUST	INV0001515	04/30/2021	YA220 - HRA VEBA	703-000-23001	1,346.01
HRA VEBA TRUST	INV0001517	04/30/2021	YA220 - HRA VEBA	703-000-23001	670.00
OREGON PERS	INV0001518	04/30/2021	PERS 6% IAP	703-000-23001	7,782.64
OREGON PERS	INV0001518	04/30/2021	PERS - OPSRP	703-000-23001	19,112.03
OREGON PERS	INV0001518	04/30/2021	PERS -TIER 1 & 2	703-000-23001	12,943.28
OREGON DOR TAX SYSTEM	INV0001519	04/30/2021	Oregon Statewide Transit	703-000-23001	129.69

## Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	IRS -EFT DEPARTMENT OF TRE...	703-733-23001	1,409.06
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Social Security Taxes	703-733-23001	1,615.12
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Medicare Withholding	703-733-23001	377.74
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Medicare Withholding	703-734-23001	3,350.94
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	Social Security Taxes	703-734-23001	14,328.04
IRS DEPARTMENT OF TREASU...	INV0001520	04/30/2021	IRS -EFT DEPARTMENT OF TRE...	703-734-23001	11,789.14
OREGON DOR TAX SYSTEM	INV0001521	04/30/2021	State Withholding	703-733-23001	823.92
OREGON DOR TAX SYSTEM	INV0001521	04/30/2021	State Withholding	703-734-23001	7,389.33
Fund 703 - PW OPERATIONS Total:					126,804.77
Grand Total:					459,169.34

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	309,675.83
601 - WATER	4,031.71
701 - EQUIPMENT	11,777.57
702 - INFORMATION SYSTEMS	6,879.46
703 - PW OPERATIONS	126,804.77
<b>Grand Total:</b>	<b>459,169.34</b>

**Account Summary**

Account Number	Account Name	Expense Amount
100-000-23001	Payroll - Liability	203,147.65
100-701-23001	Payroll - Liability	8,390.15
100-702-23001	Payroll - Liability	4,325.87
100-703-23001	Payroll - Liability	1,006.29
100-704-23001	Payroll - Liability	2,760.33
100-705-23001	Payroll - Liability	59,419.32
100-706-23001	Payroll - Liability	7,960.96
100-707-23001	Payroll - Liability	5,837.35
100-707-52019	Professional Services	37.50
100-708-23001	Payroll - Liability	3,641.27
100-709-23001	Payroll - Liability	2,050.39
100-710-23001	Payroll - Liability	5,272.51
100-711-23001	Payroll - Liability	5,826.24
601-000-23001	Payroll - Liability	2,364.79
601-732-23001	Payroll - Liability	1,666.92
701-000-23001	Payroll - Liability	11,777.57
702-000-23001	Payroll - Liability	6,879.46
703-000-23001	Payroll - Liability	85,721.48
703-733-23001	Payroll - Liability	4,225.84
703-734-23001	Payroll - Liability	36,857.45
Grand Total:		459,169.34

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	459,169.34
<b>Grand Total:</b>	<b>459,169.34</b>



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# Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
RUBENS LAWN SERVICE	0003799	04/19/2021	MONTHLY LAWN SERVICE	100-705-52023	80.00
A + ENGRAVING LLC	1199	04/19/2021	ENGRAVING PLATE H. BURTON	100-702-52028	25.00
BLACKSTONE PUBLISHING	1216161	04/19/2021	BOOKS CUST 102332	100-706-52035	237.69
NW NATURAL GAS	4.13.2021	04/19/2021	5638	100-705-52003	220.46
NW NATURAL GAS	4.13.2021	04/19/2021	7673	100-706-52003	603.71
NW NATURAL GAS	4.13.2021	04/19/2021	8563	100-708-52003	22.20
NW NATURAL GAS	4.13.2021	04/19/2021	3047	100-708-52003	28.74
NW NATURAL GAS	4.13.2021	04/19/2021	0109	100-709-52003	157.55
NW NATURAL GAS	4.13.2021	04/19/2021	5285	100-715-52003	85.65
NW NATURAL GAS	4.13.2021	04/19/2021	2848	100-715-52003	66.17
ERSKINE LAW PRECTICE LLC	4.16.2021	04/19/2021	4/1-4/15	100-705-52019	4,770.96
MIDWEST TAPE	500249216	04/19/2021	DVD / ABD 2000010011	100-706-52035	21.99
SAN DIEGO POLICE EQUIPMEN...	646948	04/19/2021	CCI 53652-CF	100-705-52001	1,517.70
SUNSET EQUIPMENT	80482	04/19/2021	SPRAYER BACKPACK	100-708-52001	161.74
VERIZON	9875958045	04/19/2021	WIRELESS PHONES / IPADS	100-701-52010	587.14
VERIZON	9875958045	04/19/2021	CRYSTAL KING	100-701-52010	46.20
VERIZON	9875958045	04/19/2021	CRYSTAL KING	100-701-52010	40.18
VERIZON	9875958045	04/19/2021	MAYOR SCHOLL IPAD	100-702-52001	2,273.26
VERIZON	9875958045	04/19/2021	PD JETPAK2	100-705-52010	40.01
VERIZON	9875958045	04/19/2021	PAUL GERDES	100-708-52010	17.52
VERIZON	9875958045	04/19/2021	TORY SHELBY	100-708-52010	18.29
VERIZON	9875958045	04/19/2021	CAMERON PAGE	100-708-52010	18.29
VERIZON	9875958045	04/19/2021	THAD HOUK	100-708-52010	37.05
VERIZON	9875958045	04/19/2021	RECREATION CENTER	100-709-52010	50.67
VERIZON	9875958045	04/19/2021	BUILDING DEP	100-711-52010	40.01
VERIZON	9875958045	04/19/2021	JOHN HICKS	100-711-52010	45.67
VERIZON	9875958045	04/19/2021	MIKE DEROIA	100-711-52010	74.07
VERIZON	9875958045	04/19/2021	DARIN COX - BUILDING DEPT I...	100-711-52010	60.67
EASYPERMIT POSTAGE	INV0001456	04/19/2021	METER REFILL POSTAGE	100-715-52009	1,000.00
ROSS DENISON LAW	4.19.2021	04/20/2021	COURT SERVICES	100-704-52019	925.00
U.S BANK EQUIPMENT FINANCE	440918399	04/20/2021	CONTRACT PAYMENT 500-049...	100-704-52001	150.00
TROTTER & MORTON FACILITY ..	78158	04/20/2021	C11165 HVAC POLICE	100-705-52023	1,041.25
TROTTER & MORTON FACILITY ..	78169	04/20/2021	G10115 LIBRARY HVAC	100-706-52023	2,151.15
METRO PRESORT	IN632231	04/20/2021	MONTHLY E SERVICE CHARGES	100-707-52008	50.00
SEAN STRADE	INV0001457	04/20/2021	JURY DUTY PAY	100-704-52019	10.00
JESSICA SMITH	INV0001458	04/20/2021	JURY DUTY PAY	100-704-52019	10.00
DONNA MULLAN	INV0001459	04/20/2021	JURY DUTY PAY	100-704-52019	10.00
RAYMOND BARTLEY	INV0001460	04/20/2021	JURY DUTY PAY	100-704-52019	10.00
LANA WILKES	INV0001461	04/20/2021	JURY DUTY PAY	100-704-52019	10.00
ANNA RICHARDSON	INV0001462	04/20/2021	IF I WERE MAYOR CONTEST W...	100-703-52041	150.00
SEBASTIAN BEAN	INV0001463	04/20/2021	IF I WERE MAYOR CONTEST 2...	100-703-52041	50.00
ADDISON WELLS	INV0001464	04/20/2021	IF I WERE MAYOR 1ST PLACE	100-703-52041	150.00
OLIVIA FANTUS	INV0001465	04/20/2021	IF I WERE MAYOR CONTEST 2...	100-703-52041	50.00
HAYDEN STRAM	INV0001466	04/20/2021	IF I WERE MAYOR CONTEST 15...	100-703-52041	150.00
KATELYN WELLS	INV0001467	04/20/2021	IF I WERE MAYOR CONTEST 2...	100-703-52041	50.00
PORTLAND GENERAL ELECTRIC	INV0001468	04/20/2021	0153585940	100-709-52003	209.80
SOLUTIONS YES	INV271492	04/20/2021	PRINT CHARGES CITY HALL PRI...	100-704-52001	56.81
<b>Fund 100 - GENERAL FUND Total:</b>					<b>17,582.60</b>
<b>Fund: 202 - COMMUNITY DEVELOPMENT</b>					
NW NATURAL GAS	4.13.2021	04/19/2021	7764	202-725-52003	35.40
NW NATURAL GAS	4.13.2021	04/19/2021	9614	202-725-52003	196.61
PORTLAND GENERAL ELECTRIC	INV0001469	04/20/2021	1650931000	202-722-52003	32.50
PORTLAND GENERAL ELECTRIC	INV0001470	04/20/2021	7357701000	202-722-52003	36.13

## Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PORTLAND GENERAL ELECTRIC	INV0001471	04/20/2021	4854421000	202-722-52003	42.63
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>343.27</b>
<b>Fund: 601 - WATER</b>					
NW NATURAL GAS	4.13.2021	04/19/2021	2942	601-732-52003	1,028.61
VERIZON	9875958045	04/19/2021	JOHN SAVAGE	601-731-52010	59.35
VERIZON	9875958045	04/19/2021	SUE NELSON	601-731-52010	40.01
VERIZON	9875958045	04/19/2021	WFP 1	601-732-52010	40.01
VERIZON	9875958045	04/19/2021	WFP 2	601-732-52010	40.01
VERIZON	9875958045	04/19/2021	GUY DAVIS	601-732-52010	50.67
VERIZON	9875958045	04/19/2021	HOWIE BURTON	601-732-52010	286.19
U.S. BANK ST. PAUL	1754804	04/20/2021	ACCT 239773000 OREGON FUL...	601-000-55001	462,000.00
U.S. BANK ST. PAUL	1754804	04/20/2021	ACCT 239773000 OREGON FUL...	601-000-55002	31,000.01
<b>Fund 601 - WATER Total:</b>					<b>494,544.86</b>
<b>Fund: 603 - SEWER</b>					
NW NATURAL GAS	4.13.2021	04/19/2021	7720	603-736-52003	8.00
NW NATURAL GAS	4.13.2021	04/19/2021	5750	603-736-52003	56.08
NW NATURAL GAS	4.13.2021	04/19/2021	5750	603-737-52003	56.07
NW NATURAL GAS	4.13.2021	04/19/2021	7720	603-737-52003	7.99
VERIZON	9875958045	04/19/2021	AARON KUNDERS	603-736-52010	12.06
VERIZON	9875958045	04/19/2021	STEWART HARTLEY	603-736-52010	12.06
VERIZON	9875958045	04/19/2021	SAM ORTIZ	603-736-52010	16.89
VERIZON	9875958045	04/19/2021	STEWART HARTLEY	603-737-52010	12.07
VERIZON	9875958045	04/19/2021	AARON KUNDERS	603-737-52010	12.06
VERIZON	9875958045	04/19/2021	SAM ORTIZ	603-737-52010	16.90
VERIZON	9875958045	04/19/2021	SAM ORTIZ	603-738-52010	16.88
VERIZON	9875958045	04/19/2021	AARON KUNDERS	603-738-52010	12.08
VERIZON	9875958045	04/19/2021	STEWART HARTLEY	603-738-52010	12.07
U.S. BANK ST. PAUL	1754804	04/20/2021	ACCT 239773000 OREGON FUL...	603-000-55001	338,100.00
U.S. BANK ST. PAUL	1754804	04/20/2021	ACCT 239773000 OREGON FUL...	603-000-55002	106,000.00
PACIFIC POWER GROUP LLC	494580-00	04/20/2021	LIFT STATION OLD P ROAD	603-738-52001	604.36
<b>Fund 603 - SEWER Total:</b>					<b>444,955.57</b>
<b>Fund: 701 - EQUIPMENT</b>					
VERIZON	9875958045	04/19/2021	BRETT LONG	701-000-52010	700.66
<b>Fund 701 - EQUIPMENT Total:</b>					<b>700.66</b>
<b>Fund: 702 - INFORMATION SYSTEMS</b>					
CENTURY LINK BUSINESS SERV...	220744420	04/20/2021	ACCT 88035002	702-000-52010	216.29
CENTURY LINK	4.5.2021	04/20/2021	632B	702-000-52010	41.18
<b>Fund 702 - INFORMATION SYSTEMS Total:</b>					<b>257.47</b>
<b>Fund: 703 - PW OPERATIONS</b>					
NW NATURAL GAS	4.13.2021	04/19/2021	8675	703-734-52003	62.84
VERIZON	9875958045	04/19/2021	SUE NELSON	703-733-52010	40.01
VERIZON	9875958045	04/19/2021	SHARON DARROUX	703-733-52010	58.63
VERIZON	9875958045	04/19/2021	TIM UNDERWOOD	703-733-52010	50.67
VERIZON	9875958045	04/19/2021	BUCK TUPPER	703-734-52010	50.67
VERIZON	9875958045	04/19/2021	ETHAN STERLING	703-734-52010	50.67
VERIZON	9875958045	04/19/2021	SCOTT WILLIAMS	703-734-52010	50.67
VERIZON	9875958045	04/19/2021	DAVE ELDER	703-734-52010	50.67
VERIZON	9875958045	04/19/2021	CURT LEMONT	703-734-52010	18.29
VERIZON	9875958045	04/19/2021	SCOTT HARRINGTON	703-734-52010	18.29
VERIZON	9875958045	04/19/2021	MOUHAMAD ZAHER	703-734-52010	50.93
VERIZON	9875958045	04/19/2021	SUE NELSON - SCOTT HARRIN...	703-734-52010	50.67
TROTTER & MORTON FACILITY ..	78107	04/20/2021	C10245	703-734-52023	251.50
SOLUTIONS YES	INV271491	04/20/2021	PRINT FEES C11460-01	703-733-52001	79.33
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>883.84</b>
<b>Fund: 704 - FACILITY MAJOR MAINTNANCE</b>					
TROTTER & MORTON FACILITY ..	78169	04/20/2021	G10115 LIBRARY HVAC	704-000-52028	1,434.10
<b>Fund 704 - FACILITY MAJOR MAINTNANCE Total:</b>					<b>1,434.10</b>
<b>Grand Total:</b>					<b>960,702.37</b>



**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	17,582.60
202 - COMMUNITY DEVELOPMENT	343.27
601 - WATER	494,544.86
603 - SEWER	444,955.57
701 - EQUIPMENT	700.66
702 - INFORMATION SYSTEMS	257.47
703 - PW OPERATIONS	883.84
704 - FACILITY MAJOR MAINTNANCE	1,434.10
<b>Grand Total:</b>	<b>960,702.37</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
100-701-52010	Telephone	673.52
100-702-52001	Operating Supplies	2,273.26
100-702-52028	Projects & Programs	25.00
100-703-52041	Community Support Funds	600.00
100-704-52001	Operating Supplies	206.81
100-704-52019	Professional Services	975.00
100-705-52001	Operating Supplies	1,517.70
100-705-52003	Utilities	220.46
100-705-52010	Telephone	40.01
100-705-52019	Professional Services	4,770.96
100-705-52023	Facility Maintenance	1,121.25
100-706-52003	Utilities	603.71
100-706-52023	Facility Maintenance	2,151.15
100-706-52035	Audio Materials	259.68
100-707-52008	Printing	50.00
100-708-52001	Operating Supplies	161.74
100-708-52003	Utilities	50.94
100-708-52010	Telephone	91.15
100-709-52003	Utilities	367.35
100-709-52010	Telephone	50.67
100-711-52010	Telephone	220.42
100-715-52003	Utilities	151.82
100-715-52009	Postage	1,000.00
202-722-52003	Utilities	111.26
202-725-52003	Utilities	232.01
601-000-55001	Principle	462,000.00
601-000-55002	Interest	31,000.01
601-731-52010	Telephone	99.36
601-732-52003	Utilities	1,028.61
601-732-52010	Telephone	416.88
603-000-55001	Principle	338,100.00
603-000-55002	Interest	106,000.00
603-736-52003	Utilities	64.08
603-736-52010	Telephone	41.01
603-737-52003	Utilities	64.06
603-737-52010	Telephone	41.03
603-738-52001	Operating Supplies	604.36
603-738-52010	Telephone	41.03
701-000-52010	Telephone	700.66
702-000-52010	Telephone	257.47
703-733-52001	Operating Supplies	79.33
703-733-52010	Telephone	149.31
703-734-52003	Utilities	62.84
703-734-52010	Telephone	340.86
703-734-52023	Facility Maintenance	251.50

**Account Summary**

Account Number	Account Name	Expense Amount
704-000-52028	Projects & Programs	1,434.10
	<b>Grand Total:</b>	<b>960,702.37</b>

**Project Account Summary**

Project Account Key	Expense Amount	
**None**	960,702.37	
	<b>Grand Total:</b>	<b>960,702.37</b>