



## COUNCIL WORK SESSION

Wednesday, September 01, 2021 at 1:00 PM

---

### COUNCIL MEMBERS:

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

### LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (see details below)

Website | [www.sthelensoregon.gov](http://www.sthelensoregon.gov)

Email | [kpayne@sthelensoregon.gov](mailto:kpayne@sthelensoregon.gov)

Phone | 503-397-6272

Fax | 503-397-4016

---

## AGENDA

### CALL WORK SESSION TO ORDER

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

**DISCUSSION TOPICS** - *The Council will take a break around 3:00 p.m*

- [1.](#) St. Helens Senior Center Semi-Annual Report - *Kathy Innocenti, Executive Director*
2. Update on the 2021 Spirit of Halloweentown Activities - *Tina Curry, Events Contractor*
- [3.](#) Review Proposed Rates Increases for Waste Management Drop Box Services - *John*
- [4.](#) Review Proposed Franchise Renewal with CRPUD - *John*
5. Joint City Council / Planning Commission Meeting - September 14 - *Jacob*
- [6.](#) Assignment of Voting Delegate & Alternate for LOC Conference
7. Strategic Action Plan Updates
- [8.](#) City Administrator Report

### ADJOURN

### EXECUTIVE SESSION

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

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

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

**FOR YOUR INFORMATION**

Upcoming Dates to Remember:

- September 1, 1:00 p.m., Council Work Session, Council Chambers & Zoom
- September 1, 7:00 p.m., Council Regular Session, Council Chambers & Zoom
- September 6, LABOR DAY, All City Offices Closed

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

- None scheduled at this time

**VIRTUAL ZOOM MEETING DETAILS**

**Join:** <https://us06web.zoom.us/j/5033976272?pwd=NTB4RzBwbjhHWDg4OXQrcWo5VDE3UT09>

**Meeting ID:** 503 397 6272

**Passcode:** 8675309

**Dial by your location:** 1 213 338 8477

---

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

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

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

11:51 AM

08/25/21

Accrual Basis

**St. Helens Senior Center, Inc.**  
**Statement of Financial Income and Expense**  
 July 2020 through June 2021

Item #1.

	Senior Center	SNAPP	Thrift Store	TOTAL
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
4000 · Contributed support				
4010 · Indiv/business contribution	1,659.21	93,664.72	0.00	95,323.93
4020 · Memorials	1,200.00	1,000.00	0.00	2,200.00
4060 · Crafts Ladies	321.00	0.00	0.00	321.00
4061 · Exercise Class	637.00	0.00	0.00	637.00
4071 · Tai Chi Classes	80.00	0.00	0.00	80.00
4090 · Pool	142.00	0.00	0.00	142.00
4140 · Agency (government) grants	0.00	34,425.50	0.00	34,425.50
<b>Total 4000 · Contributed support</b>	<b>4,039.21</b>	<b>129,090.22</b>	<b>0.00</b>	<b>133,129.43</b>
4600 · Ways and Means	0.00	5,130.00	0.00	5,130.00
<b>5000 · Earned revenues</b>				
5001 · Interest - Money Market	105.38	0.00	0.00	105.38
5003 · Interest - Dire Needs Fund	1.12	0.00	0.00	1.12
5005 · Interest - ETSY	0.00	0.00	2.96	2.96
5021 · Meal Reimbursement-USDA	0.00	155,826.00	0.00	155,826.00
5022 · Monthly Contract	0.00	2,400.00	0.00	2,400.00
5160 · HDM	0.00	34,053.00	0.00	34,053.00
5161 · Congregate Meals	0.00	896.00	0.00	896.00
5173 · Sales - Top Notch	0.00	0.00	190,086.45	190,086.45
5210 · Membership dues - individuals	3,518.00	0.00	0.00	3,518.00
5450 · Advertising revenues	2,550.00	0.00	0.00	2,550.00
<b>Total 5000 · Earned revenues</b>	<b>6,174.50</b>	<b>193,175.00</b>	<b>190,089.41</b>	<b>389,438.91</b>
5006 · Interest - Boost Plus Savings	914.93	0.00	0.00	914.93
5174 · Etsy Sales	0.00	0.00	5,869.10	5,869.10
5181 · Refunds	1,882.58	0.00	234.88	2,117.46
<b>Total Income</b>	<b>13,011.22</b>	<b>327,395.22</b>	<b>196,193.39</b>	<b>536,599.83</b>
<b>Gross Profit</b>	<b>13,011.22</b>	<b>327,395.22</b>	<b>196,193.39</b>	<b>536,599.83</b>
<b>Expense</b>				
7200 · Salaries & related expenses				
7220 · Salaries & wages - other	32,824.63	46,805.95	78,511.92	158,142.50
7225 · Stipend	600.00	1,401.00	0.00	2,001.00
7250 · Payroll taxes	13,943.22	14,218.42	19,935.22	48,096.86
7255 · Employee Benefits	4,320.00	497.10	0.00	4,817.10
<b>Total 7200 · Salaries &amp; related expenses</b>	<b>51,687.85</b>	<b>62,922.47</b>	<b>98,447.14</b>	<b>213,057.46</b>
7500 · Other personnel expenses				
7521 · Bank Charges	0.09	0.00	0.00	0.09
7540 · Professional fees - other	653.37	25.00	0.00	678.37
7543 · Merchant Card Services	207.71	0.00	4,017.31	4,225.02
7545 · Etsy Seller Fees	0.00	0.00	241.73	241.73
<b>Total 7500 · Other personnel expenses</b>	<b>861.17</b>	<b>25.00</b>	<b>4,259.04</b>	<b>5,145.21</b>
8016 · Insurance-SAIF	1,161.10	1,158.34	1,158.35	3,477.79

11:51 AM

08/25/21

Accrual Basis

**St. Helens Senior Center, Inc.**  
**Statement of Financial Income and Expense**  
 July 2020 through June 2021

Item #1.

	Senior Center	SNAPP	Thrift Store	TOTAL
<b>8100 · Non-personnel expenses</b>				
<b>8110 · Supplies</b>				
8111 · Supplies - Food	0.00	126,405.32	0.00	126,405.32
8112 · Supplies - Paper Products-SNAPP	0.00	20,098.85	29.95	20,128.80
8113 · Supplies - Janitorial	690.30	1,312.82	77.45	2,080.57
8114 · Supplies - Repairs/Maint	179.00	766.84	408.00	1,353.84
8115 · Supplies - Office	1,130.70	344.74	2,029.32	3,504.76
8116 · Supplies - Other	110.89	279.28	0.00	390.17
<b>Total 8110 · Supplies</b>	<b>2,110.89</b>	<b>149,207.85</b>	<b>2,544.72</b>	<b>153,863.46</b>
8140 · Postage, shipping, delivery	1,206.00	0.00	100.90	1,306.90
8150 · Vehicle Expense	0.00	0.00	122.00	122.00
8160 · Equip rental & maintenance	9,882.01	1,130.00	273.90	11,285.91
<b>Total 8100 · Non-personnel expenses</b>	<b>13,198.90</b>	<b>150,337.85</b>	<b>3,041.52</b>	<b>166,578.27</b>
<b>8200 · Occupancy expenses</b>				
8203 · Rent - Top Notch	0.00	0.00	57,288.00	57,288.00
8216 · Insurance-Liability, Fire, Etc	3,402.54	3,404.14	3,403.32	10,210.00
8217 · Security and Fire Alarm Systems	835.12	770.12	590.52	2,195.76
<b>8220 · Utilities</b>				
8221 · Electric	2,986.64	6,964.86	4,112.93	14,064.43
8222 · NW Natural Gas	885.49	2,298.36	971.55	4,155.40
8223 · Water/Sewer/Storm - Top Notch	0.00	0.00	1,963.98	1,963.98
8224 · Garbage Service	542.36	1,262.92	0.00	1,805.28
8225 · Telephone/Telecomm-Sr Center	577.37	407.68	595.42	1,580.47
8226 · Comcast Cable	2,104.96	2,105.48	2,285.93	6,496.37
<b>Total 8220 · Utilities</b>	<b>7,096.82</b>	<b>13,039.30</b>	<b>9,929.81</b>	<b>30,065.93</b>
<b>Total 8200 · Occupancy expenses</b>	<b>11,334.48</b>	<b>17,213.56</b>	<b>71,211.65</b>	<b>99,759.69</b>
<b>8500 · Misc expenses</b>				
8540 · Training and Promotion	23.43	0.00	1,276.00	1,299.43
8570 · Advertising expenses	0.00	245.00	231.75	476.75
<b>Total 8500 · Misc expenses</b>	<b>23.43</b>	<b>245.00</b>	<b>1,507.75</b>	<b>1,776.18</b>
<b>8587 · Ways and Means Expenses</b>	<b>170.00</b>	<b>251.85</b>	<b>0.00</b>	<b>421.85</b>
<b>Total Expense</b>	<b>78,436.93</b>	<b>232,154.07</b>	<b>179,625.45</b>	<b>490,216.45</b>
<b>Net Ordinary Income</b>	<b>-65,425.71</b>	<b>95,241.15</b>	<b>16,567.94</b>	<b>46,383.38</b>
<b>Other Income/Expense</b>				
<b>Other Expense</b>				
8502 · Fraudulent charge	0.00	0.00	217.62	217.62
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>217.62</b>	<b>217.62</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>-217.62</b>	<b>-217.62</b>
<b>Net Income</b>	<b>-65,425.71</b>	<b>95,241.15</b>	<b>16,350.32</b>	<b>46,165.76</b>

<b>MEAL COUNT HISTORY</b>												
										Added		Pandemic-
										Scappoose		no congregates
<b>2008-9</b>	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-2019</b>	<b>2019-20</b>	<b>2020-2021</b>
32,893	26,493	27,310	32,691	34,102	30,831	32,264	32,817	28,019	33,575	41,229	49,870	43,547
	-20%	3%	20%	4%	10%	5%	2%	-15%	15%	23%	21%	-13%



**Waste Management**  
720 4th Ave, Suite 400  
Kirkland, WA 98033

August 13, 2021

John Walsh  
City Administrator  
City of St. Helens  
265 Strand Street  
PO Box 278  
St Helens, OR 97051  
[jwalsh@ci.st-helens.or.us](mailto:jwalsh@ci.st-helens.or.us)

Re: 2021 Inflation Adjustment

Please find the enclosed 2021 rate schedule for Garbage Drop Box collection services provided by Waste Management to the City of St. Helens.

These rates are based upon the published Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services, or successor index ("CPI"), July to July, as published by the Bureau of Labor Statistics of the United States Department of Labor. This year's CPI index was 261.706, up from 252.401, which was an annual change of 3.687%. Per our contract, Waste Management is allowed 50% of this annual change not to exceed 1.5% which results in a 1.5% increase.

Please review this schedule and let me know of any discrepancies as Waste Management will adjust our billing system to reflect these changes. Implementation of these rates will take effect on October 1, 2021.

Waste Management looks forward to providing quality Garbage Drop Box collection services to the City of St. Helens in the years ahead.

Sincerely,

A handwritten signature in black ink that reads 'Kelly Emerson'.

**KELLY EMERSON**  
**Contract Compliance Administrator**  
Public Sector, Pacific Northwest  
[kemerson@wm.com](mailto:kemerson@wm.com)

**Waste Management - Columbia County Operations**  
**St. Helens - Rates for Drop Box Services**  
**As of March 1, 2021**

		CPI 0.726% 10/1/2020	Contract Renewal 3/1/2021	CPI 1.50% 10/1/2021
10 Yard Drop Box Haul	\$	134.00	\$ 134.00	\$ 136.01
20 Yard Drop Box Haul	\$	140.70	\$ 140.70	\$ 142.81
30 Yard Drop Box Haul	\$	148.12	\$ 148.12	\$ 150.34
40 Yard Drop Box Haul	\$	148.12	\$ 148.12	\$ 150.34
Compactor Haul	\$	282.12	\$ 282.12	\$ 286.35
Rental Per Day - All sizes	\$	4.51	\$ 4.51	\$ 4.57
Rental Per Month - All sizes	\$	90.27	\$ 90.27	\$ 91.62
Mileage - All sizes	\$	1.78	\$ 1.78	\$ 1.80
Disposal Rate/Ton	\$	90.70	\$ 90.70	\$ 93.06
<b>Plus franchise fee added to total monthly charge:</b>		5%	7%	7%



Effective 11/19/2020

**Section 6. Franchise Fee.** In consideration of the rights, privileges and franchise herein granted, Franchise Holder shall pay an annual franchise fee to the City equal to Seven percent (7%) of Franchise Holder's annual Gross Receipts. Franchise fees shall be paid on a quarterly basis and are due and payable within thirty (30) days of the end of each quarter. Annually, and no later than ninety (90) days following the close of Franchise Holder's fiscal year, Franchise Holder shall submit a written report to the City Administrator, that includes:

- a) a summary of Franchise Holder's previous year's customers, services provided, and new services, if any; and
- b) a calculation of Franchise Holder's Gross Receipts and the amount of franchise fees paid to the City during Franchise Holder's previous fiscal year.

**Section 7. Rates.** The rates to be charged for collection of Solid Waste under this Franchise are set forth at **Exhibit A** attached hereto, as the same shall be adjusted, during the term of this Franchise, in accordance with Sections 8 and 9 below.

**Section 8. Annual Rate Adjustments.** The rates shall be adjusted on October 1, 2021 and annually thereafter, by a percentage equal to one-half of the annual percent change in the average *Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services*, or successor index ("CPI"), July to July, for West-C, all items (1982-84 = 100), (Series CUUR0000SEHG, CUUS0000SEHG), as published by the Bureau of Labor Statistics, not seasonally adjusted, and not to exceed one and one-half percent (1.5%) (<http://www.bls.gov/cpi/home.htm>) for the 12-month period ending nearest, but at least SIXTY (60) days prior to, each annual adjustment date. Franchise Holder shall notify the City of any rate adjustments hereunder at least THIRTY (30) days in advance, provided however, that Franchise Holder's failure to notify the City of such rate adjustments prior to the annual adjustment date shall not waive Franchise Holder's right to adjust rates at any time thereafter. Adjustments to the rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) will not be considered in calculating adjustments. Annual CPI adjustments shall not be negative. If the CPI index series decreases year-on-year, no CPI adjustment will occur.

**Section 9. Other Rate Adjustments.** Franchise Holder may at any time request a rate revision whenever a significant change in revenue or expenses occurs or is anticipated, or in the event of Uncontrollable Circumstances (see Section 15). In the event Franchise Holder requests a rate revision, the City shall consider such request in good faith and shall act upon the request without undue delay, but in no case later than SIXTY (60) days from the date the request was made. In determining reasonable rates, the City Council shall consider all relevant factors, and the City and Franchise Holder shall work in good faith to develop and adjust the rates, as necessary, to allow Franchise Holder to earn a reasonable rate of return. The City agrees that it shall not unreasonably withhold its consent or unreasonably delay a rate review request submitted by Franchise Holder.



**Consumer Price Index - All Urban Consumers**  
**Original Data Value**

**Series Id:** CUUR0000SEHG,CUUS0000SEHG

**Not Seasonally**

**Series Title:** Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted

**Area:** U.S. city average

**Item:** Water and sewer and trash collection services

**Base Period:** DECEMBER 1997=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2	% of Change	0.50% of change	Not to exceed 1.5%
2011	175.754	177.194	177.694	178.033	178.521	178.640	179.820	180.762	181.569	181.916	182.254	182.758					
2012	183.984	185.499	186.280	187.473	187.788	188.489	189.750	191.927	191.833	192.370	192.921	193.237					
2013	194.553	195.505	195.981	196.319	196.727	196.989	198.173	198.736	198.804	199.759	200.004	200.203					
2014	201.169	202.149	202.657	203.084	203.124	203.396	205.022	206.171	206.363	207.633	208.562	209.414					
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173	216.380	217.004	217.386					
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399	224.745					
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522	231.842					
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774	242.204	234.760	239.509			
2019	241.606	242.011	242.611	243.49	243.774	244.322	244.943	245.549	245.903	246.741	247.364	247.567	242.969	246.345			
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.65	256.456	250.331	254.588	3.045%	1.522%	1.500%
2021	257.722	258.763	259.204	259.581	259.542	260.4	261.706						259.202		3.687%	1.843%	1.500%

## FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, and with an effective date of January 1, 2021 (the "Effective Date"), by and between the CITY OF ST. HELENS, a municipal corporation of the State of Oregon, ("CITY"), and the COLUMBIA RIVER PEOPLE'S UTILITY DISTRICT, an Oregon people's utility district organized under Oregon Revised Statute ("ORS") Chapter 261 ("CRPUD"). The CITY and CRPUD are collectively referred to herein as "Parties".

## RECITALS:

WHEREAS, CRPUD has and continues to operate an electric utility and distribution system within the city limits of CITY; and

WHEREAS, CRPUD and CITY desire to enter into this Agreement for the mutual benefit of the citizens and businesses within the city limits of CITY as the same now exists, or may be hereafter constituted; and

WHEREAS, CRPUD and CITY desire to enter into this Agreement consistent with municipal regulation of utilities under ORS 221.420, *et seq.* that is not inconsistent with ORS 261, including the payment of franchise fees for CRPUD's use and occupancy of CITY street rights of way in lieu of a privilege tax; and

NOW, THEREFORE, for consideration hereinafter named, and as provided in the Recitals which are incorporated into this Agreement as if fully set forth below, CRPUD and CITY agree as follows:

Section 1. CITY hereby grants to CRPUD, subject to the terms and conditions hereof, the non-exclusive franchise right and privilege to erect, construct, maintain, repair, replace, and operate an electric utility system within the corporate limits of CITY as the same now exists, or may be hereafter constituted, and the franchise right and privilege to erect, construct, maintain, repair, replace, and operate poles, wires, fixtures, equipment, underground ducts and circuits, and other facilities ("Facilities") necessary or convenient to supply CITY and the inhabitants thereof and other persons and territories with electric utility services and products upon, over, along, under, and across the streets, alleys, roads, sidewalks, public easements and rights-of-way within the corporate limits of CITY ("CITY Rights-of-Way") as the same now are or hereafter constituted.

All Facilities owned or in possession of CRPUD located within the corporate limits of CITY as of the Effective Date of this Agreement shall be deemed to be covered by the terms of this Agreement, and the location and placement thereof is hereby approved.

Section 2. All rights and privileges hereby granted shall be effective as of the Effective Date and shall be effective for a term of ten (10), unless renegotiated or terminated as provided in this Agreement. ("Term"). The Term shall automatically renew for an additional ten (10) year period after the expiration of the initial Term; unless either party provides the other party written notice, at least 180 days prior to the expiration of the initial Term, that it desires to renegotiate this Agreement or does not desire to renew this Agreement.

If CRPUD fails, neglects, or refuses to perform any or all of the obligations or requirements set forth in this Agreement or otherwise fails to maintain Facilities in

compliance with industry-standard prudent utility practices which causes an immediate or imminent safety risk to the public, then CITY shall provide CRPUD written notice that CRPUD has sixty (60) days to comply with its obligations under this Agreement and/or eliminate such safety risk. If CRPUD is unable to remedy any default within sixty (60) days of receipt of notice, or does not commence and diligently pursuing remedying the default within the sixty (60) day period, CRPUD may request additional time and the City's consent shall not be unreasonably withheld.

Section 3. Before CRPUD may conduct underground work involving excavation or construction or major relocation work in any CITY Right-of-Way, CRPUD shall notify CITY by complying with the rules and regulations adopted by the Oregon Utility Notification Center and shall comply with any special conditions relating to scheduling, coordination, and public safety as may be reasonably requested by CITY.

Upon request by CITY, CRPUD shall provide to CITY Engineer, or other CITY official designated by CITY, maps or sketches showing any proposed construction work to be done by CRPUD within the corporate limits of CITY, at no expense to CITY.

Upon request by CITY, CRPUD shall, as soon as reasonably possible after completion of said construction work, but in no case more than sixty (60) days thereafter, provide to CITY Engineer, or other CITY official designated by CITY, as-built drawings showing the location of any construction, extension or relocation of its Facilities and services in any CITY Rights-of-Way at no expense to CITY. Within sixty (60) days of a request of CITY or CRPUD, the other party shall provide current updated utility maps, either in a hard

copy printed form or by electronic data transfer, at no expense to the other party.

Section 4. CRPUD, after written notice to the CITY, may make all necessary excavations in any CITY Rights-of-Way for the purpose of erecting, constructing, repairing, maintaining, replacing, removing, and relocating poles, facilities and other supports for its wires, conductors, lights, or street lights; and laying, repairing, and maintaining its underground conduits and pipes; and for placing, repairing, maintaining, and operating its wires and conductors. If practical and consistent with all safety regulations and prudent utility practices, all poles of CRPUD shall be erected within the CITY Rights-of-Way and at the outside edge of the sidewalk, in compliance with City Public Works Design Standards, unless otherwise directed by the proper CITY authorities to another position within the CITY Rights-of-Way.

Section 5. For any excavation performed by CRPUD, CRPUD shall restore the portion of CITY Rights-of-Way to not less than the same condition it was prior to the excavation thereof and in compliance with City Public Works Design Standards.

Section 6. Notwithstanding Section 12(g), CITY shall have the right to cause CRPUD to relocate any Facilities within CITY Rights-of-Way to the same or another CITY Right-of-Way, whenever the relocation thereof shall be necessary for any public ~~project or improvement, and unless otherwise agreed, the expense thereof shall be paid by CRPUD.~~ Project or improvement so long as CRPUD has the right to recover the incremental costs of such move. CRPUD and City shall mutually develop a reasonable timeframe for such relocation. If CRPUD fails to relocate the Facilities within ninety (90) days of the mutually

agreed date, and refuses to relocate the Facilities on a reasonable timeframe thereafter, CITY may cause such relocation, performed by a qualified contractor, in accordance with applicable state and federal safety laws and regulations, and the expense of which shall be paid by CRPUD. The City and qualified contractor shall indemnify and hold CRPUD harmless of and from any and all damages or claims of whatsoever kind or nature caused directly or indirectly from such relocation of CRPUD Facilities.

Section 7. Nothing in this Agreement shall be construed in any way to prevent CITY from sewerage, grading, paving, planking, repairing, widening, altering, or doing any work that may be desirable in any of CITY Rights-of-Way. All such work by CITY shall be done, if possible, in a manner that does not interfere or impact the use and safe operation of CRPUD's electric utility system. CITY shall provide notice, as early as possible, of any proposed property development or construction near CRPUD's Facilities which may impact the safe operation of CRPUD's electric utility system or any of its Facilities. CITY shall coordinate with CRPUD to prevent outages, damage, or unsafe operating conditions.

Section 8. Upon sixty (60) days written notice from City, CRPUD shall temporarily move CRPUD Facilities for sewerage, grading, or in making any other improvement in any CITY Rights-of-Way. In the event CRPUD is not able to move such Facilities within sixty (60) days, CRPUD may request an additional thirty (30) day extension from CITY. To the extent that CRPUD's request is reasonable, for example, a pre-existing scheduling of work crews would not permit the requested move to be completed within the thirty-day period, CITY's consent to CRPUD's request for additional time shall not be unreasonably



withheld.

Section 9. CITY shall provide CRPUD with a minimum ten (10) foot wide non-exclusive utility corridor where there is transmission under-built and a minimum ten (10) foot wide non-exclusive utility corridor in all new street layouts whenever reasonably possible and shall provide CRPUD with the opportunity to review all new street and subdivision designs prior to plat approval by CITY.

Section 10. Whenever it becomes necessary to temporarily rearrange, remove, lower or raise the aerial cables or wires or other Facilities of CRPUD to permit the passage of any building, machinery, or other object, CRPUD will perform such rearrangement on sixty (60) days written notice from the person or persons desiring to move said building, machinery or other objects. The notice must bear appropriate CITY approval, and must detail the route of movement of the building, machinery or other objects. The costs incurred by CRPUD described in this Section 10 shall be the responsibility of the person or persons giving said notice and CRPUD shall have the right to demand the costs in advance of any work. The notice shall further provide that the person or persons giving said notice will indemnify and hold CRPUD harmless of and from any and all damages or claims of whatsoever kind or nature caused directly or indirectly from such temporary arrangement of CRPUD Facilities. If requested by CRPUD, the notice shall be accompanied by a cash deposit in an amount sufficient to pay any and all costs as estimated by CRPUD.

Section 11.

- (a) In consideration of the rights and privileges granted by this

Agreement, CRPUD shall pay to CITY for each calendar year during the Term of this Agreement a Franchise Fee of five percent (5%) of CRPUD's Gross Revenue from customers with nominal demand less than 1,000 kW and one percent (1%) of the Gross Revenue from customers with nominal demand greater than or equal to 1,000 kW. Gross Revenue as used in this Agreement shall include any revenue earned within CITY from the sale of electric energy by CRPUD after adjustment for the net write-off of uncollectable accounts computed on the average annual rate for all CRPUD customers and excluding sales of electric energy sold by CRPUD to any public utility when the public utility purchasing such electric energy is not the ultimate consumer. Gross Revenue shall also include revenues from the use, rental or lease of CRPUD Facilities other than residential type space and water heating equipment. Gross Revenue does not include proceeds from the sale of bonds, mortgages, other evidences of indebtedness or securities, energy sales by third party energy providers, or revenue from joint pole use. A public utility is any individual, partnership, cooperative, corporation, or government agency buying electric energy and distributing such electric energy to other customers or users.

(b) CITY agrees that no license, permit fees, tax or charge on the business, occupation, or franchise of CRPUD shall be imposed upon, exacted from or required of CRPUD by CITY during the Term of this Agreement, but this provision shall not exempt the property of CRPUD from lawful ad valorem taxes. This provision does not apply, however, to CRPUD contractors working within CITY who are required to have CITY licenses and permits, building permits issued directly to CRPUD, or any utility charge (i.e., water, sewer,

etc.) due to CITY by CRPUD as a utility customer of CITY or any other fee owed to CITY that is not directly attributable to the provisions contained within this Agreement.

Formatted: Character scale: 100%

~~(b)~~(c)

On or before March 1 of each year during the Term of this Agreement, CRPUD shall file with CITY Recorder a statement under oath showing the amount of CRPUD's Gross Revenue for the calendar year immediately preceding the calendar year.

Formatted: List Paragraph, Indent: Left: 0.07", First line: 1.01", Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: -0.44" + Indent at: 0.07"

The Franchise Fee for the calendar year in which the statement is filed shall be computed on the gross revenue so reported. CRPUD shall remit payment of the Franchise Fee on or before April 1 of each year. CITY Recorder shall issue a receipt to CRPUD for payment of annual Franchise Fee. Either party may audit the amount of gross revenue and payment amounts under this Franchise and request correction for any errors within two (2) years of payment as provided in this section. After the expiration of two (2) years from the date a payment is made under this Agreement, the payment shall be deemed final and no further corrections or modifications to the amount paid shall be made or requested. Notwithstanding the above, if an audit shows that the franchise fees paid under this Agreement are overpaid or underpaid by more than ten (10) percent, the parties may audit and request correction for any errors for two (2) additional years.

Formatted: Font: 12 pt

Formatted: Font: 12 pt

~~(e)~~(d) CITY's acceptance of any payment under this Agreement shall not be considered a waiver by CITY of any breach of this Agreement.

~~(d)~~(e) CRPUD shall be required to maintain accurate financial records for the Term of this Agreement. CITY shall have the right, at CITY's expense, to inspect and

audit CRPUD's calculation of Gross Revenues and payment amounts. Within ~~fifteen~~ ten (150) days after receiving a written notice from CITY, CRPUD shall provide CITY access, during CRPUD's business hours, to CRPUD's ~~the~~ financial records applicable to the City, including computer retrieval information, and any other documents maintained by CRPUD with respect to this Agreement that are necessary for CITY to perform such audit.-

~~(e)~~(f)     

~~(f)~~ In the event the CITY's audit shows that the amounts due to the CITY are higher than those based on CRPUD's calculation of Gross Revenue, then CRPUD shall make a payment for the difference within sixty (60) days after delivery to CRPUD of the audit results. In addition to paying any underpayment, CRPUD shall pay interest at the prevailing one year U.S. Treasury bill rate, but not penalties, from the original due date. In the event the CITY's audit shows CRPUD's calculation of Gross Revenue resulted in an overpayment to CITY, by five percent (5%) or more in any one year, CRPUD may deduct such overpayment from the next annual franchise fee payment. In the event the CITY's audit shows that the amounts due to CITY based on CRPUD's calculation of Gross Revenue deviated by five percent (5%) or more in any one year from CITY's calculation during the audit, CRPUD shall reimburse CITY for the cost of the audit, not to exceed one percent (1%) of the total annual franchise payment for the applicable audit period.

Formatted: Font: 12 pt

Section 12. CITY shall enter into pole attachment agreement(s) with CRPUD if CITY desires to string wires on poles of CRPUD for municipal fire, police and water departments, and for municipal telephone, fiber optic, cable, and traffic signal systems and ornamental or seasonal lights.

Formatted: Normal, Space Before: 0.35 pt, Tab stops: 1.59", Left + 1.59", Left

Section 13. This Agreement shall be binding upon and shall inure to the benefit of

the Parties hereto, and their respective agents, subcontractors, successors and assigns.

CRPUD shall not during the Term of this Agreement, sell, assign, transfer, or convey this franchise without the written consent of CITY.

Section 14. CRPUD shall make its services available without discrimination and shall not give any person any preference or advantage not available to all persons similarly situated. CRPUD shall comply at all times with all other applicable Federal, State, and local laws and all executive and administrative orders relating to non-discrimination.

Section 15. CITY shall provide a procedure for building permit applicants to notify CRPUD about building permits within CRPUD service area at the time of the permit application.

(a) CRPUD shall at all times during the Term of this Agreement maintain a paystation within CITY limits at which customers may pay their electric bills during normal business hours.

(b) Whenever work is performed in any CITY Rights-of-Way, CRPUD shall take all reasonable precautions to minimize interruptions to traffic flow, damage to property, or creation of any hazardous condition.

(c) CRPUD Facilities shall at all times be constructed, operated, and maintained so as to protect and safeguard the health and safety of the public, and CRPUD shall observe all regulations ~~rules~~ and laws pertaining thereto including without limitation any revision or edition of the National Electric Safety Code.

Section 16. CITY shall render the following assistance to CRPUD on request and as CITY resources reasonably permit:

(a) To assist CRPUD in controlling traffic upon city streets during emergency procedures, including opening and closing streets to vehicular traffic, erecting barricades, diverting traffic, and police assistance to allow CRPUD's work crews to operate safely and efficiently.

(b) To notify CRPUD of any brush control or tree trimming activities conducted by CITY near CRPUD's power lines and to cooperate, to the extent feasible, in such trimming activities with CRPUD to prevent damage to CRPUD Facilities and outages and minimize and share the total amount of trimming costs to the mutual benefit of the Parties.

(c) To provide notice, as early as possible, of any new construction or expansion of existing commercial or industrial properties which may significantly increase the need for electrical power within CRPUD's boundaries.

(d) To make good faith effort to notify CRPUD of any request for new cable TV franchises or expansion or renewal of existing cable franchises with CITY and to allow CRPUD to participate in all public sessions of such cable franchise negotiations, insofar as attachment of cable or wires to CRPUD's utility poles is concerned. Any request to attach to CRPUD poles shall require a pole attachment agreement with CRPUD.

(e) To provide advance notice, as early as possible, of any plans to widen streets, relocate public ways, or other major public improvements within CITY which could require poles, wires, or other electrical equipment to be moved and to



cooperate in arranging for the relocation of such poles, wires and equipment, if relocation is necessary.

(f) To give notice of any plans to vacate a street or roadway or other easement owned by CITY, if CRPUD's equipment, poles, or wires are located upon such street, roadway, or easement and to cooperate with CRPUD to avoid unnecessary relocation of equipment, poles, or wires. In the event of a vacation by CITY, CITY will provide CRPUD the opportunity to obtain a portion of the vacated Rights-of-Way for a utility easement.

(g) To require that existing facilities in CITY Rights-of-Way that must be moved, be moved at the expense of the entity requiring the move insofar as CITY shall have the power and authority to require the entity to pay for the moving.

(h) CITY shall waive business license fees and building permits for pole or line installation, repair, or relocation above or below ground; however, this does not apply to contractors working within CITY who are required to have CITY licenses and permits.

#### Section 17. \_\_\_\_\_

\_\_\_\_\_CITY reserves the right, subject to the terms of this section, to terminate this Agreement in the event that there is a final determination that CRPUD has terminated, lost or transferred its exclusive territory designation from the Public Utility Commission of Oregon regarding CRPUD's provision of electric services within the City. failed, refused, neglected or is otherwise unable to obtain or maintain CRPUD's service territory designation required by any federal or state regulatory body regarding CRPUD's

~~CRPUD materially violates any material provision of this Agreement;~~

~~CRPUD is found by a court of competent jurisdiction to have practiced any material fraud or deceit upon CITY;~~

~~There is a final determination that CRPUD has failed, refused, neglected or is otherwise unable to obtain or maintain CRPUD's service territory designation required by any federal or state regulatory body regarding CRPUD's operation of its services; or~~

i. ~~CRPUD becomes unable or unwilling to pay its debts, or is adjudged bankrupt.~~

~~For purposes of this Section, the following are material provisions of this Agreement:~~

~~The invalidation, failure to pay or any suspension of CRPUD's payments of Franchise Fee to CITY for use of the CITY Rights of Way under this Agreement;~~

~~Any failure by CRPUD to submit timely reports as may be requested by CITY, regarding the calculation of the Franchise Fee paid or to be paid to CITY;~~

~~Any failure by CRPUD to maintain the liability insurance required by this Agreement;~~

~~Any failure by CRPUD to provide copies of requested information under this Agreement; and~~

~~Any failure by CRPUD to otherwise substantially comply with the requirements of this Agreement, unless otherwise agreed.~~

~~CITY shall provide CRPUD thirty (30) days prior written notice of its intent to exercise its rights under this Section, stating the reasons for such action. If CRPUD cures the basis for termination or if CRPUD initiates efforts satisfactory to CITY to remedy the basis~~

Formatted: Indent: Left: 0.06", First line: 1"

~~for termination and the efforts continue in good faith within the thirty (30) day notice period. CITY shall not exercise its remedy rights. If CRPUD fails to cure the basis for termination or if CRPUD does not undertake and/or maintain efforts satisfactory to CITY to remedy the basis for termination within the thirty (30) day notice period, then CITY Council may impose any or all remedies available under this section.~~

~~— In determining which remedy or remedies are appropriate, CITY shall consider the nature of the violation, the person or persons burdened by the violation, the nature of the remedy required in order to prevent further such violations, and any other matters CITY deems appropriate.~~

~~— In addition to any rights set out elsewhere in this Agreement, as well as its rights under CITY Code or other law, CITY reserves the right at its sole option to impose a financial penalty of up to \$550.00 per day per material violation of a material provision of this Agreement when the opportunity to cure has passed.~~

Section 18. CRPUD shall indemnify, defend and hold CITY, its officers, agents, employees and volunteers, harmless against all liability, claims, losses, demands, suits, fees and judgments that may be based on, or arise from any act or omission of CRPUD, its agents or employees under this Agreement, to the extent that such claims are not caused by the gross negligence or willful misconduct of CITY. City shall indemnify, defend and hold CRPUD, its officers, agents, employees and volunteers, harmless against all liability, claims, losses, demands, suits, fees and judgments that may be based on, or arise from any act or omission of City, its agents or employees under this Agreement, to the extent that such claims are not caused by the gross negligence or willful misconduct of CRPUD.

Section 19. CRPUD shall obtain and maintain for the Term of this Agreement the following insurance policies. The insurance shall be without prejudice to coverage otherwise existing and, with the exception of Workers' Compensation and Employers Liability, shall name as additional insureds the CITY, its elected and appointed officials, its officers, agents, and employees. Any insurance policy shall not be canceled without thirty (30) days' prior written notice to CITY. If the insurance is canceled or materially altered within the Term of this Agreement, CRPUD shall provide a replacement policy with the same terms as required by this Agreement. CRPUD shall provide CITY with a certificate of insurance evidencing such coverage as a condition of this Agreement and shall provide updated certificates upon request.

(a) Commercial General Liability insurance covering all operations, subject to policy terms, conditions and exclusions, by or on behalf of CRPUD for Bodily Injury and Property Damage, including Completed Operations and Contractors Liability coverage, in an amount not less than Three Million Dollars (\$3,000,000.00) aggregate and in an amount not less than Two Million Dollars (\$2,000,000) per occurrence;

(b) Business Automobile Liability insurance to cover any vehicles used in connection with its activities under this Agreement, with a combined single limit not less than Two Million Dollars (\$2,000,000) aggregate and not less than One Million Dollars (\$1,000,000.00) per accident; and

(c) Workers' Compensation coverage as required by law and Employer's Liability Insurance with limits of One Million Dollars (\$1,000,000).

Section 20. The privilege to operate in CITY Rights-of-Way shall not be an enhancement of CRPUD's properties or values or to be an asset or item of ownership in any appraisal thereof.

Section 21. All new electric utility lines to serve new developments, including lines to streetlights and related facilities, shall be placed underground if safe and consistent with prudent utility practices. In the event CRPUD is unable to reasonably place such facilities underground, CRPUD may request to place such facilities in an alternative location consistent with prudent utility practices, and CITY's consent shall not be unreasonably withheld. Notwithstanding, this undergrounding requirement does not apply to routine maintenance, repair activities, replacements, off-site system upgrades, requests to move facilities at the request of the City, or improvements needed to serve a new development. The undergrounding requirement is subject to the following conditions:

Commented [CS1]: language reinserted

(a) The location of all new facilities shall be placed: (1) as outlined in the CITY Public Works Design Standards Typical Utility Placement Detail, if any exists, and so long as such standards are consistent with all safety regulations and laws and prudent utility practices; or (2) as mutually agreed upon;

(b) Prior to placement of any new underground facilities, the CITY Engineer, or other CITY official designated by CITY, shall review and approve the location;

(c) New surface mounted transformers, surface-mounted connection boxes, and meter cabinets may be placed above ground; and,

(d) Temporary utility service facilities or transmission lines operating at 35,000 volts or above may be placed above ground.

Section 22. In the event a dispute arises concerning any aspect of this Agreement, the Parties agree that prior to commencing any arbitration to resolve such dispute, the Parties shall first engage the services of a professional mediator to meet with such senior representatives to facilitate a negotiated resolution of the dispute. Either party may request the appointment of a mediator. If the Parties are unable to agree upon a mediator within ten (10) days of such request, either party may request the appointment of a mediator by the Arbitration Service of Portland or a comparable agency. The Parties commit to use reasonable good faith efforts in the mediation process and to complete work with the mediator within thirty (30) days of the mediator's appointment. Each party shall pay one-half of the mediator's fees and expenses and all of its own attorney's fees, costs and expenses.

If the Parties are unable to reach a mediated resolution of their dispute, the Parties agree to submit their dispute to binding arbitration before a single arbitrator. If the Parties are unable to agree upon an arbitrator, either party may request the appointment of an arbitrator by the Arbitration Service of Portland or a comparable agency. In any case, the arbitration shall be conducted under the rules of the Arbitration Service of Portland, unless the Parties otherwise agree. Each party shall pay one-half of the arbitrator's fees and expenses and all of its own attorney's fees, costs, and expenses, unless the arbitrator orders otherwise in the interests of justice. The arbitrator's award may be entered and enforced as a judgment as provided by Oregon law.

Unless otherwise agreed, any mediation or arbitration shall take place in Columbia County, Oregon.

Section 23. This Agreement shall be governed by and construed in accordance



with the laws of the State of Oregon.

Section 24. All notices or other communications required or permitted hereunder shall be in writing, and shall be considered as properly given if (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (b) by delivering same in person to the intended addressee, (c) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (d) by electronic mail at the electronic mail address commonly used by the recipient in the conduct of communications between the Parties. Notice sent pursuant to clause (a) shall be effective three (3) business days after its deposit with the United States Postal Service; notice sent pursuant to clause (b) shall be effective upon receipt by the intended recipient; notice sent pursuant to clause (c) shall be effective upon the date delivered by such a commercial delivery service; notice given by email delivery pursuant to clause (d) shall be effective upon being sent by the sender. Any Party may designate a different address by giving notice to the other Parties delivered in accordance with the provisions of this Paragraph.

If to CRPUD:

If to CITY:

General Manager  
Columbia River People's Utility  
District PO Box 1193  
St. Helens, OR 97051

City Administrator  
City of St. Helens  
P.O. Box 278  
St. Helens, OR 97051

Section 25. This Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof, including, but not limited to that certain Franchise Agreement between CITY and CRPUD dated July 1, 1997, and February 23, 2001 which agreement CITY and CRPUD expressly terminate as of the Effective Date of this Agreement.

Section 26. If CRPUD intends to provide any new services as allowed under Oregon law, in addition to the provision of electric utility service, and such new services require CRPUD to erect, construct, maintain or operate Facilities upon, over, along, under and across CITY Rights-of-Way as the same now are or may be hereafter constituted, CRPUD shall first seek permission from CITY to erect, construct, maintain or operate Facilities upon, over, along, under and across CITY Rights-of-Way and CRPUD agrees to pay fair compensation for such permission. Such permission shall only be granted through a negotiated agreement for an additional franchise that grants CRPUD the right and privilege to erect, construct, maintain and operate Facilities necessary or convenient to provide said new services upon, over, along, under and across CITY Rights-of-Way as the same now are or may be hereafter constituted.

Section 27. This Agreement may be modified, amended or supplemented only by written agreement executed by both CITY and CRPUD and adopted as an ordinance amendment.

Section 28. If any provision of this Agreement is found to be invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity

or enforceability of any other provision of this Agreement, which shall remain in full force and effect. CITY and CRPUD agree to negotiate in good faith to replace any provision held invalid or unenforceable with a valid and enforceable provision that is as similar as possible in substance to the invalid or unenforceable provision.

Executed the date first mentioned above pursuant to authority granted by ordinance/resolution of the respective governing bodies.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CITY ATTORNEY

By \_\_\_\_\_

CITY  
CITY OF ST. HELENS, OR

By \_\_\_\_\_  
Mayor

CRPUD  
COLUMBIA RIVER PEOPLE'S  
UTILITY DISTRICT

By \_\_\_\_\_  
General Manager

## MEMORANDUM

**To: LOC Membership**

**From: Patty Mulvihill, LOC General Counsel**

**Date: August 11, 2021**

**Re: Final Overview of Proposed Constitutional Changes**

---

During the Board of Director's December 2020 and June 2021 meetings, the Board supported Constitutional amendments proposed by the Bylaws Committee and directed staff to prepare those amendments, as one combined package, for the membership meeting presently scheduled for Saturday, October 23, 2021. Two-thirds of the members present during the annual business meeting must vote in the affirmative on the amendment for it to pass. The purpose of this Memorandum is to advise the Equity & Inclusion Committee of the content of the amendment.

### *1. Modifying the Governing Structure of the Board of Directors.*

Currently the governing structure of the Board is such that the Treasurer is elected by the membership at large and serves a one-year term. The Treasurer then automatically ascends to the position of Vice-President serving a one-year term. The Vice-President automatically ascends to the position of President serving a one-year term. The President automatically becomes the Immediate Past-President serving a one-year term. In each position held, the person occupying it must be an elected official of a member city.

The Board proposes removing the Treasurer position from the automatic line of ascension to the President, and instead make the position a standalone two-year position elected by the membership. Additionally, the Treasurer position would be open to both elected and appointed officials from member cities. The change has been proposed for three primary reasons. First, the Board believes that a strong Treasurer, held by a person genuinely interested in being the Treasurer (as opposed to using the position as a steppingstone to becoming President) and has an interest in municipal finance, will better support the Board's desire to maintain a fiscally responsible and sound organization. Second, by allowing appointed officials to serve as Treasurer, the chief executive officers of Oregon cities, persons who typically have strong municipal finance experience, are provided a larger opportunity to participate on the LOC Board. Third, being the LOC President presently requires a four-year commitment. This length of time may detract some members from considering being President; shortening the overall commitment by one year may provide a more equitable opportunity for locally elected officials in Oregon to serve in the President capacity.

### *2. Creating Additional Non-Voting Board Members.*

The LOC has divided the state into 12 distinct regions. It is the Board's desire to ensure that each of the 12 regions is always represented on the Board. Given the regional differences of the state, and the Board's commitment to representing all Oregon cities, the Board believes it is important that the LOC Constitution be amended in a way that ensures each region always has a presence on the Board.

The LOC Board discussed allowing each region of the state to have a voting position on the Board. However, creating additional voting members of the Board requires an amendment to the LOC's 190 Agreement. Amending the 190 Agreement requires the unanimous consent of all 241 Oregon cities. Each of Oregon's 241 cities would have to adopt a resolution or ordinance agreeing to the amendment. Given the process and uncertainty involved in securing such an amendment, the Board felt that allowing additional non-voting members to serve on the Board, as such an action only requires a constitutional amendment, would support the goal of regional diversity.

To allow for each region of the state to have a position on the Board, the Board recommends adding a new provision to the Constitution which will allow the President and Nominating Committee to appoint persons from member cities of unrepresented regions to serve in a non-voting capacity on the Board. Specifically, after the annual meeting, when it will be known who will serve as officers and directors on the Board in the upcoming year, LOC staff will work with the President to identify if any of the regions in the state are unrepresented on the Board. If there are regions which will not be represented by either a voting or non-voting Board member, the President will convene the Nominating Committee to identify one individual who holds an elected position with a member city from each of the unrepresented regions to serve as a non-voting director.

### *3. Defining Who Constitutes an Appointed Official.*

The term "appointed" is one which is presently found in the LOC Constitution; but, is not yet defined. In not defining who constitutes an "appointed" official, the Board is concerned that the organization has left itself open to confusion and possible controversy over which appointed officials may or may not serve on the Board.

The Board believes that the term appointed should apply only to a city's chief executive officer. While many medium to larger cities in Oregon would consider their chief executive officer to be either the city manager or city administrator, smaller cities in Oregon do not typically have a city manager or a city administrator, rather the administrative head of the city is actually the city recorder. To ensure that the true chief executive officer of each city has an equal opportunity to serve on the Board, the Board believes the term appointed should be defined to mean: "any person who has been appointed by a city council and holds the title of city manager or city administrator. If a member city does not have a position titled city manager or city administrator, the city recorder, provided they are appointed to their position by the city council, also constitutes an appointed position."

By including city recorders in cities which have no city manager or city administrator as an organization's chief executive officer, the Board is attempting to recognize two facts: (1) in LOC's smallest cities, city recorders are de facto city managers and administrators; and (2) LOC's smallest cities account for the majority of member cities. LOC classifies any city with a population of 7,500 or less as a small city. Small cities account for 74% of all LOC members. What's more, 34% of all LOC members are cities with a population of 1,000 or less. If the LOC excluded city recorders in those cities without a city manager or city administrator from meeting the definition of "appointed", it would essentially be excluding those cities' chief administrative officer from serving on the LOC Board of Directors. For example, of the 81 cities with a population of 1,000 or less, only 12 are managed by a city manager or administrator, the other 69 cities (or 85%) are managed by a city recorder.

#### *4. Past Presidents Ability to Continue Serving on the Board.*

The Board proposes allowing any Past President of the Board to continue to serve on the Board if they hold either an elected or appointed position with a member city. Currently, only those Past Presidents who hold an elected position with a member city may continue to serve on the Board. The Board recommends this permission be expanded to include appointed positions as well.

This amendment is being done to ensure that the experience and knowledge of Past Presidents can still be accessible to the full Board, regardless of how that person continues to serve and represent Oregon municipalities. It is worth noting, that as of today, there are no Past Presidents who would meet the criteria to utilize this newly proposed provision.

#### *5. Conducting Meetings Via Electronic Methods.*

COVID-19 required most cities, and the LOC, to transition to electronic meetings. While the Constitution presently permits the Board to meet via in-person or phone conference, and platforms like Zoom can constitute a phone conference, the Board does not wish to limit the manner in which it may meet, provided the medium used by the Board is open and accessible to all. To that end, the Board recommends that the Constitution be amended, in relevant part, to read as follows: “The Board may hold any meeting by, or through the use of, any means of communication allowing all participants to simultaneously hear and speak to one another.”





**TO:** Oregon City Managers, Administrators and Records  
**FROM:** Mike Cully, Executive Director, League of Oregon Cities  
**DATE:** August 19, 2021  
**RE:** City Voting Delegates for the LOC Annual Membership Meeting

Attached is the voting delegate form for the League's Annual Conference scheduled for October 21-23 at the Riverhouse in Bend. Each city is entitled to cast one vote at the membership meeting. If you have officials attending this year's annual conference, please complete and return the attached form or complete the form online by clicking [here](#). Your completed form is due by **Friday, October 8**.

The voting delegate form tells us who will be voting on behalf of your city during the Annual Membership Meeting on Saturday morning, October 23. Please note that delegates may not vote without a voting card and voting cards will be issued only to the voting delegate or alternate listed on the enclosed form. Voting by proxy is not permitted.

The voting cards will be available the morning of the 23<sup>rd</sup> just prior to the business meeting. Members will be asked to vote on the LOC Board of Directors for 2021.

Thank you, and please let me know if you have any questions. I look forward to seeing many of you in Bend.

Kind Regards,

Mike Cully, Executive Director  
League of Oregon Cities

## 94<sup>th</sup> ANNUAL LOC CONFERENCE

October 21 – 23, 2021 | The Riverhouse in Bend

### Designation of Voting Delegate at Annual Membership Meeting

The annual membership meeting will be held Saturday, October 23, at 10:45 a.m. Each city is entitled to cast one vote at the membership meeting; however, all city officials are encouraged to attend the meeting.

Use this form to indicate those persons who will represent your city as a voting delegate and alternate delegate. The voting delegate or alternate should pick up a voting card at the Conference Registration Desk on Saturday morning prior to entering the membership meeting.

**NOTE:** *Delegates may not vote without a voting card and voting cards will be issued only to a person indicated on this form. Voting by proxy will not be permitted.*

**FOR THE CITY OF** \_\_\_\_\_

#### VOTING DELEGATE:

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

#### ALTERNATE:

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

Return this form by **October 8**

to: League of Oregon Cities

Attn. Jenna Jones

[jjones@orcities.org](mailto:jjones@orcities.org)

1201 Court St. NE, Suite 200

Salem, OR 97301

Submitted by \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_



## Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

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

Date: September 1, 2021

---

*Planning Division Report* attached.

*Business Licenses Reports* attached.

# **CITY OF ST. HELENS PLANNING DEPARTMENT ACTIVITY REPORT**



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

**Date:** 08.24.2021

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

## **PLANNING ADMINISTRATION—PREAPPLICATIONS MEETINGS**

Attended a Columbia County pre-application meeting for a proposal to add an approx. 3,000 s.f. accessory building for the church at 58690 Ross Road. This property is within St. Helens' Urban Growth Area.

## **PLANNING ADMINISTRATION—MISC.**

In the May 2021 report, I mentioned the 4-year review of the city as a Certified Local Government. As usual, this was done by a SHP staff person. We will keep our CLG status another four years!

Prepared maps and legal descriptions for Oregon Dept. of Revenue preliminary review for four annexations. Two are new (2021) and two old (2005 and 2011). The older consents were given at a time the properties were not contiguous to city limits, but they are now and thus eligible for annexation. These will go before the Planning Commission and Council sometime later this year most likely.

City and CRPUD staff have been discussion electric charging stations in the Riverfront District. CRPUD has some funds for this. County may be interested too. Stay tuned for some EV spaces downtown! Spaces are proposed somewhat behind the John Gumm school amongst the public parking area.

The last two (of a total of 78) building permits for the residential lots of the Graystone Estates Subdivision were issued this month. If it was not for some easement issues, they would have been issued long ago. Fortunately, the easement issues were resolved.

## **DEVELOPMENT CODE ENFORCEMENT**

Manager of Crestwood Manufactured Home Park noted some vegetation removal atop a required berm that runs along the Rutherford Parkway. I wrote the **attached letter** to help them (and the owner) deal with the responsible tenant.

We had a real-estate sign that was an “instant hit” with the neighbors because it blocked the view of a very busy intersection (Hankey and Pittsburg Roads). It did not last long; was abated within 24 hours after being placed. See **photo to right →**



Continued investigation into 264 N. Columbia River Highway as noted in last month’s report. Observed multiple issues. More to come...

In this year’s February, April and July reports, I mentioned our dealings with the property on the SW corner of the US30/Pittsburg Road intersection. The tenant we have been dealing with for years apparently passed away recently, complicating the enforcement issue.

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

August 10, 2021 meeting (outcome): The Commission unanimously approved a four lot commercial subdivision along US30 just north of Howard Street.

The Commission was also briefed on the riverfront development efforts underway.

*As the [Historic Landmarks Commission](#)*, they were briefed on the latest Historic Preservation Rehabilitation Grant, which due to a lack of applicants, the city will use for the utility billing/court building at 175/177 Strand Street.

September 14, 2021 meeting (upcoming): We anticipate having the joint Planning Commission/City Council meeting to discuss city goals and such at this meeting.

The Commission will also discuss term expirations.

## **COUNCIL ACTIONS RELATED TO LAND USE**

Not related to land use per se, I helped facilitate a discussion about beekeeping within the city, currently prohibited. Council ok’d pursuit if beekeeping allowances. Figure I can start to dig into this matter sometime between now and the fall.

Andrew Schlumpberger asked the Council to consider the interpretation what the “hybrid” decision meant for the appeal of the Partition at 160 Belton. Ultimately, they made no change to the conditions as written. This is important to avoid creating an opening for the opponents to challenge the matter.

Council ok'd pursuit of the closure of Marshall Street at US30 as requested by a predominant property owner, with some cautionary caveats. Staff will work with ODOT to continue this matter, which we started on around May. Associate Planner/Project Manager Dimsho will take the lead on this now.

## **GEOGRAPHIC INFORMATION SYSTEMS (GIS)**

Data updates, largely due to recent annexations.

Also, quarterly update of the data we use and the APO data for the building department's e-permitting system.

**ASSOCIATE PLANNER**—*In addition to routine tasks, the Associate Planner has been working on:*  
**See attached.**

Note many comments about city projects.

Also note the food bank project is up to request for information (RFI) #22! This means the plans were lacking for the developers.



265 Strand Street  
St. Helens, Oregon  
97051

August 9, 2021

CRESTWOOD/CABANA PROPERTIES LLC  
527 W DOLAN RD  
RATHDRUM, ID 83858

Brad Casey, Manager  
2154 Oregon Street #1  
St. Helens, OR 97051

Susan Elzia, Tennant  
2154 Oregon Street #2  
St. Helens, OR 97051

**RE: Removal of vegetation on berm behind lot 2 of the Crestwood Manufactured Home Park in St. Helens, Oregon**

Dear property owner, manager and tenant:

The west side of the Crestwood Manufactured Home Park abuts the Rutherford Parkway, a nonmotorized public passageway.

When Crestwood was originally approved in the 1990s, one of the conditions required a landscape buffer along the west side with a 3-4 foot planted berm.

Though invasive and nonnative blackberries are common on this berm today and may be removed, other vegetation on the berm was planted to meet the buffer requirement as noted. It appears that some of this intentionally planted and required buffer vegetation has been removed along the portion of berm behind space #2 (see photo →).



Speaking with the other planner with the city, it sounds like tenant Susan Elzia asked about removing blackberries, but not other vegetation. Please remember this distinction in the future.

**Please replant the berm with vertical vegetation to restore the buffer.** As a condition of approval to allow the manufactured home park, this is a matter of compliance of law.

Please contact this office if you have any questions.

Respectfully yours,

Jacob A. Graichen, AICP, City Planner



**From:** [Jennifer Dimsho](#)  
**To:** [Jacob Graichen](#)  
**Subject:** August Planning Department Report  
**Date:** Monday, August 23, 2021 12:21:43 PM

---

Here are my additions to the August Planning Department Report.

## GRANTS

1. **OPRD - Local Government Grant – Campbell Park Improvements** (\$187k) includes replacement of four existing tennis courts and two basketball courts with three flex sport courts, adds a picnic viewing area, improves natural stormwater facilities, expands parking, and improves ADA access. Grant deadline is October 2021, likely to need extension. Pre-construction meeting on 7/1 with general contractor selected. Soil amendment work scheduled for 8/28. Concrete work scheduled for the following few weeks.
2. **CDBG- Columbia Pacific Food Bank Project** – JH Kelly continuing \$1.6 million construction bid. Demolition complete. Tracking all requests for information and submittals to ensure questions are answered. Up to RFI #22(!!!) Tracking all invoices, and coordinating with grant manager on reimbursement requests and quarterly reports to the state. Project to be completed by December 2021.
3. **Safe Routes to School - Columbia Blvd. Sidewalk Project** – Construction timeline provided by David Evans, who is working through design/engineering process. Worked through change to schedule to allow an additional year for bidding the project to allow the County to replace a culvert which collapsed in 2020 during a heavy rainstorm. New schedule has bidding of the project in January 2022, with construction occurring Summer 2022.
4. **Business Oregon – Infrastructure Finance Authority** – Application for a low-interest loan to fund the streets, utilities, and Riverwalk on the Riverfront property. Resolution to apply approved by Council on 3/17. Submitted a full application in early March. Reviewed Business Oregon staff report and recommendation in May, prepared presentation for board review/approval on June 4 with John Walsh. Successful presentation and approval for the project! Contracting is underway.
5. **Oregon Watershed Enhancement Board (OWEB)** – Awarded grant (approximately \$12k) to the Scappoose Bay Watershed Council in a partnership with the City for natural enhancements of the 5<sup>th</sup> Street trail and Nob Hill Nature Park. Continued tracking all in-kind contributions from the City on this effort. First round of blackberry removal completed by contractor in July.
6. **Certified Local Government – Historic Preservation Grant Program** – Letters went out to eligible property owners on 5/24 announcing that there is \$12k available with a 1 to 1 match requirement and a grant deadline of 7/26. Only 1 incomplete application received, so Plan B work plan is for the City's Court/Utility Billing exterior roof and cornice work. Worked with SHPO on work plan and began working through scope with contractors to begin soliciting direct bids.
7. **Technical Assistance Grant with the Oregon State Marine Board** – To assist with design and permitting of an in-water facility at Grey Cliffs Park. Preliminary conversations for the project include an accessible non-motorized floating boat launch dock with a separate



area designated for fishing. Coordinated survey work to be conducted by OSMB the week of 8/23. Once survey work is complete, a more detailed contract will be drafted for review and approval by Council for the assistance.

## PROJECTS & MISC

8. **Riverwalk Design/Engineering (OPRD Grants x2)** –Prepared for and reviewed materials for Council presentation of preferred design on August 4. Handled press inquiries, reviewed press release, and materials in advance of the meeting. Begin preparing for Work Order #2 from Mayer/Reed for the 2<sup>nd</sup> half of this project. Updated the TAC with the process and next steps. Working through NEPA compliance/permitting scope.
9. **Riverfront Streets/Utilities Design/Engineering** – Roadway alignment determined and approved by Council at their 6/16 meeting. 30% design received and reviewed. Internal meeting to discuss phasing of work, budget, and scoping. Continued ongoing meetings with TAC to revise design. Work session held to discuss pump station location and stormwater treatment design/locations.
10. **St. Helens Industrial Business Park (SHIBP) Public Infrastructure Design (Phase I)** – Attended a scoping meeting with the firm that scored the highest (Mackenzie) by the review committee. Reviewed 2nd draft scope of work and met internally on 8/25 to consolidate City feedback to Mackenzie for Work Order 1.
11. **Millard Road City-Owned Property Request for Proposals** - RFP closed on 6/11. At the 6/16 Council meeting, Council requested an interview/presentation from Atkins & Dame, Inc. Staff worked through BOLI concerns with legal counsel at the request of Atkins & Dame. Staff is planning a meeting with Atkins & Dame to tweak the site plan. Planning for a September or October presentation to Council by the proposed developer.
12. **Waterfront Video Project** – Attended regular meetings with production team. Helped coordinate interviews and filming sessions with the production team.
13. **Parklet Permit** – Received another application for a parklet in front of two businesses on Strand Street. Reviewed for completeness, prepared notice area and letters to business/property owners. 14-day required comment period ended 8/6. Coordinated approval to business owners.
14. Reviewed and submitted the **2021 Portland State Annual Housing Unit & Population Study** for the City. This is required annually and requires coordination with the Building Dept. on data collection. Thanks Heidi!
15. **Parks & Recreation Master Plan update** - Assisting Deputy City Admin. and Parks & Rec. Manager with review of the Request for Qualifications to find a consulting firm to do this work in 2022

Jenny Dimsho, AICP

Associate Planner / Community Development Project Manager

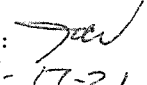
City of St. Helens

(503) 366-8207

**Please note new email address:** [jdimsho@sthelensoregon.gov](mailto:jdimsho@sthelensoregon.gov)

**BUSINESS LICENSE REPORT**

City Department Approval: 08/4/21

Signature: 

Date: 8-17-21

Item #8.

The following business licenses are being presented for City Approval

ID	PERIOD	-----NAME-----	LICENSE CODE	BALANCE
00019	7/02/21- 7/02/22	HAIR JUNKYZ	BEAUTYSH BEAUTY/BARBER SHOP	0.00
00021	6/11/21- 6/11/22	KELLER ASSOCIATES INC	ENG ENGINEERING	0.00
00036	7/10/21- 7/10/22	FISK COMMUNICATIONS CONT INC	CONTMISC CONTRACTOR-MISC.	0.00
00922	5/13/21- 5/13/22	*WILD HANDS HAIR STUDIO	BEAUTYSH BEAUTY/BARBER SHOP	0.00
00947	6/18/21- 6/18/22	EDISON & IVES	2NDHAND 2ND HAND DEALER/PAWN	0.00
00954	7/12/21- 7/12/22	SWINE AND CHEESE	RETVARI RETAIL - VARIETY	0.00
00956	7/14/21- 7/14/22	JAMES E JOHN CONSTRUCTION CO	CONTGEN CONTRACTOR-GENERAL	0.00
00958	7/20/21- 7/31/22	ROCK-IT SALON	BEAUTYSH BEAUTY/BARBER SHOP	0.00
00959	7/20/21- 7/20/22	CHERYL BIGHAUS CONSTRUCTION	CONTGEN CONTRACTOR-GENERAL	0.00
00960	7/21/21- 7/21/22	INSULATION CONTRACTORS OF WASH	CONTINDU CONTRACTOR-INDUSTRIA	0.00
00961	7/29/21- 7/31/22	Legacy Telecommunications, LLC	INTERNET INTERNET SERVICES	0.00
00018	6/10/21-6/10/22	SHIVER ME ICE CREAM	FOOD TRUCK	0.00

PACKET: 00183 08022021 License Packet 8/2/2021 Approvals

SEQUENCE: License #

LICENSE CODE	TOTAL	BALANCE
2NDHAND 2ND HAND DEALER/PAWN	1	0.00
BEAUTYSH BEAUTY/BARBER SHOP	3	0.00
CONTGEN CONTRACTOR-GENERAL	2	0.00
CONTINDU CONTRACTOR-INDUSTRIA	1	0.00
CONTMISC CONTRACTOR-MISC.	1	0.00
ENG ENGINEERING	1	0.00
INTERNET INTERNET SERVICES	1	0.00
RETVARI RETAIL - VARIETY	1	0.00
TOTAL ALL CODES:	11	0.00

PACKET: 00183 08022021 License Packet 8/2/2021 Approvals

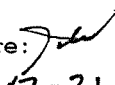
SEQUENCE: License #

Item #8.

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

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

\*\* END OF REPORT \*\*

**BUSINESS LICENSE REPORT**Signature: 

Date: 8-17-21

Item #8.

City Department Approval: 08/17/21

**The following business licenses are being presented for City Approval**

ID	PERIOD	-----NAME-----	LICENSE CODE	BALANCE
00068	9/12/21- 9/12/22	*JAMES ALLEN INC	CONTHVAC CONTRACTOR-HVAC	0.00
00060	8/15/21- 8/15/22	CANBY DRYWALL INC	CONTSHEE CONTRACTOR-SHEETROCK	0.00
00048	8/12/21- 8/12/22	CC POD LLC	RENTCOMM RENTAL - COMMERICAL	0.00
00059	8/15/21- 8/15/22	CHAD E DAVIS CONSTRUCTION LLC	CONTGEN CONTRACTOR-GENERAL	0.00
00072	9/09/21- 9/09/22	DOUBLE D'S DRIP'N DONUTS	CATER CATERING/MISC FOOD E	0.00
00966	8/09/21- 8/09/22	H & H SWEETS LLC	FOODCART FOOD TRUCK	0.00
00078	9/18/21- 9/18/22	JEFF & SONS CONCRETE	CONTCNC CONTRACTOR-CONCRETE	0.00
00062	8/21/21- 8/21/22	MAX PLUMBING SERVICE INC	CONTPLUM CONTRACTOR-PLUMBING	0.00
00050	8/12/21- 8/12/22	MOTEL 6 RV & STUDIOS	HOTEL HOTEL/MOTEL/B&B	0.00
00076	9/16/21- 9/16/22	TURBO PAINTING LLC	CONTPAIN CONTRACTOR-PAINTING	0.00
00051	8/12/21- 8/12/22	VILLAGE INN RESTAURANT	RESTAURA RESTAURANT	0.00
00079	9/19/21- 9/1/22	A&J CUSTOM CABINETS INC	CABIENTS	0.00
00049	8/12/21- 8/12/22	*SYNCQUILITY	CONSULTING	0.00
00963	8/3/21- 8/31/22	CHILL9	INTERET SALES	0.00

PACKET: 00192 8/17/21 License Packet 8/17/2021 APPROVALS 2021

SEQUENCE: ~ Contact

LICENSE CODE	TOTAL	BALANCE
CATER CATERING/MISC FOOD E	1	0.00
CONTCNC CONTRACTOR-CONCRETE	1	0.00
CONTGEN CONTRACTOR-GENERAL	1	0.00
CONTHVAC CONTRACTOR-HVAC	1	0.00
CONTPAIN CONTRACTOR-PAINTING	1	0.00
CONIPLUM CONTRACTOR-PLUMBING	1	0.00
CONTSHEE CONTRACTOR-SHEETROCK	1	0.00
FOODCART FOOD TRUCK	1	0.00
HOTEL HOTEL/MOTEL/B&B	1	0.00
RENTCOMM RENTAL - COMMERICAL	1	0.00
RESTAURA RESTAURANT	1	0.00
TOTAL ALL CODES:	11	0.00

PACKET: 00192 8/17/21 License Packet 8/17/2021 APPROVALS 2021

SEQUENCE: ~ Contact

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

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

\*\* END OF REPORT \*\*