



# COUNCIL REGULAR SESSION

Wednesday, May 19, 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*

### DELIBERATIONS

1. Annexation of 3.58 acre site located southwest of the intersection of Kavanaugh Avenue and Firway Lane (Comfort)

### ORDINANCES – *Final 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. 1917:** A Resolution of the City Council of St. Helens, Oregon Reprimanding and Censuring Council member Stephen Topaz for Engaging in Behavior Violating the City Code of Ethics and Other City Policies, Negatively Affecting Members, the City Staff, and Bringing Discredit to the City

### APPROVE AND/OR AUTHORIZE FOR SIGNATURE

5. Engagement Agreement with Hawkins Delafield & Wood LLP to Act as Bond Counsel for Public Safety Facility
6. [Ratify] Agreement with Western Display Fireworks Ltd. for 2021 4th of July Fireworks Display
7. Contract Payments

### CONSENT AGENDA FOR ACCEPTANCE

8. Library Board Minutes dated April 12, 2021
9. Parks and Trails Commission Minutes dated April 12, 2021

- [10.](#) Planning Commission Minutes dated March 9 and April 13, 2021

**CONSENT AGENDA FOR APPROVAL**

- [11.](#) Council Special Session, Work Session, Executive Session, Public Forum, and Regular Session Minutes dated April 15, 21, May 5, and 10, 2021
- [12.](#) Amended Library Assistant Job Description
- [13.](#) Updated Utility Billing Administrative Rules
- [14.](#) 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/93728055376>

**Meeting ID:** 937 2805 5376

**Dial by your location:** 1 669 900 6833

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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.

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.

## 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>
------------------	--------------------

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. 1917**

A RESOLUTION OF THE CITY COUNCIL OF ST. HELENS, OREGON REPRIMANDING  
 AND CENSURING COUNCIL MEMBER STEPHEN TOPAZ FOR ENGAGING IN  
 BEHAVIOR VIOLATING THE CITY CODE OF ETHICS AND OTHER CITY POLICIES,  
 NEGATIVELY AFFECTING MEMBERS, THE CITY STAFF, AND BRINGING DISCREDIT  
 TO THE CITY

**WHEREAS**, the citizens and businesses of the City of St. Helens are entitled to have fair, ethical, productive, and accountable local government which has earned the full confidence of the public; and

**WHEREAS**, all public officials, both elected and appointed, are expected to comply with the letter and spirit of the laws and policies of the City and State of Oregon affecting the operation of government; and

**WHEREAS**, all public officials, both elected and appointed, are prohibited from using or attempting to use the position held to obtain a financial benefit, but for the position held by the public official; and

**WHEREAS**, all City councilors take an oath of office upon assuming their duties as a city councilor, stating in part a commitment to “faithfully perform the duties of city council member, to the best of my ability and understanding;” and

**WHEREAS**, each member of City Council commits to the City Council Mantra as an advocate of quality and effective City services and to promote cost sensitive and professional services to city residents and visitors, and to “champion” the city; and

**WHEREAS**, the City’s Diversity Statement Resolution No. 1842 recognizes St. Helens is a multicultural community and that the City Council and staff are committed to recognizing the dignity of all its residents; and

**WHEREAS**, the City’s Resolution No. 1509 adopted a Code of Ethics where City officials commit to using the City’s powers and resources for the benefit of the public rather than any official’s personal benefit, promote public respect by avoiding even the appearance of impropriety, and avoid bias or favoritism, and obey all laws and regulations; and

**WHEREAS**, City of St. Helens Personnel Policies prohibit harassment against an individual and contain a “No Bullying Policy;” and

**WHEREAS**, in 2020 the City received several serious complaints from a member of the public, City employees, and a vendor against Councilor Stephen Topaz alleging a variety of complaints including allegations of discrimination, harassment, unethical behavior, making knowingly false statements publicly, attempting to steer City resources toward his own personal property, and violation of City Policies against Bullying and Harassment; and

**WHEREAS**, an investigation was authorized in September 2020 through the City Attorney’s Office to protect the integrity of the process and the individuals who had brought forth complaints; and

**WHEREAS,** Councilor Topaz failed to respond to eight separate requests to participate in the investigation; and

**WHEREAS,** the investigation was completed in March 2021, resulting in a fact-finding report that found that there is significant, credible evidence that Councilor Topaz engaged in the activities described in five separate allegations of wrongdoing; and

**WHEREAS,** the City Council, including Councilor Topaz, has discussed the fact-finding report on three occasions and reviewed an Executive Summary summarizing the finding of fact-finding report, and

**WHEREAS,** the City Council provided Councilor Topaz an opportunity to be confronted with the possibility of discipline at an open hearing on April 20, 2021; and

**WHEREAS,** the City Council accepts the fact-finding report and seeks to discipline Councilor Topaz within the limitations of its authority.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of St. Helens:

**Section 1.** Finding No. 1. The City Council hereby finds and determines that the City Code of Ethics requires all members of City Council to commit to using the City's powers and resources for the benefit of the public rather than any official's personal benefit, promote public respect by avoiding even the appearance of impropriety, and avoid bias or favoritism, and obey all laws and regulations. The City Council further finds and determines that Councilor Stephen Topaz has violated the City Code of Ethics as well as other City policies including the City's Diversity Statement Resolution No. 1842, and Personnel Policies that both prohibit harassment against an individual and contain a "No Bullying Policy."

**Section 2.** Finding No. 2. The City Council hereby finds that Councilor Stephen Topaz' behavior has negatively affected members of the City staff and brought discredit to the City. To prevent future issues, the City Council finds it necessary to take remedial action to create reasonable restrictions to reduce Councilor Topaz' access to City facilities for the purpose of protecting employee rights and to promote efficient delivery of City services. The restrictions are designed to not unreasonably impede Councilor Topaz from carrying out his duties as a member of the City Council.

**Section 3.** Sanctions and Remedial Actions: The City Council of St. Helens hereby reprimands and censures Councilor Stephen Topaz for violations of the City Code of Ethics, the City's Diversity Statement, and Personnel Policies that prohibit harassment against an individual and bullying. Remedial actions that take effect immediately are:

1. Councilor Topaz's access to City employees and Departments shall be only through the City Administrator or designee. Any requests by Councilor Topaz for information, materials, records, or meetings with City employees shall be made through the City Administrator. In addition, Councilor Topaz shall not meet with any City employee or personnel other than the City Administrator or Human Resources Coordinator/City Recorder without pre-authorization by the City Administrator.
2. Councilor Topaz is required to limit his engagement with City employees or personnel, other than engagement with the City Administrator or Human Resources Coordinator/City Recorder, to only those interactions that occur during meetings or appointments that are pre-arranged and pre-authorized by the City Administrator.

3. Councilor Topaz shall have no direct contact, either in person, by email or by telephone, with any City employee other than the City Administrator or Human Resources Coordinator/City Recorder without pre-approval from the City Administrator. When a City staff member is required to meet with Councilor Topaz, such meeting shall be attended by at least one other City employee, including the City Administrator or the City Administrator's designee.

**Section 4.** Duration of Remedial Actions: The remedial actions stated in Section 3 shall be in effect for no less than six months from the effective date. At the end of six months, the City Council may review Councilor Topaz' compliance with the restrictions and, based on evidence that the remedial actions were properly honored, may consider reducing the restrictions.

**Section 5.** This Resolution shall become effective immediately upon passage.

**PASSED AND ADOPTED** by the City Council of this 19<sup>th</sup> day of May 2021.

Ayes:

Nays:

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

ATTEST:

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



PHONE: 503-402-1320  
FAX: 503-402-1331

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GÜLGÜN UGUR, ESQ.  
PHONE: (503) 402-1325  
EMAIL: GUGUR@HAWKINS.COM

May 3, 2021

***Via Email: mattb@ci.st-helens.or.us***

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

Dear Matt:

Thank you for selecting Hawkins Delafield & Wood LLP to act as bond counsel to the City of St. Helens (the "City") in connection with its Full Faith and Credit Obligations (the "Financing") for public safety facilities. To this end, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. We are available to answer any questions that you may have concerning these provisions, or any modifications that you may wish to suggest. We at Hawkins are pleased to have the opportunity to serve the City.

1. *Client; Limited Scope of Representation.* Our client in this matter will be the City. We will be engaged hereunder to render legal advice to the City as its bond counsel or special counsel, including the following:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Financing Opinion") regarding the validity and binding effect of the Financing, the source of payment and security for the Financing, and, if appropriate, excludability of interest on the Financing from gross income for federal and for state of Oregon income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Financing, coordinate the



authorization and execution of such documents, and review and, where appropriate, draft enabling legislation.

- (3) Assist the City in seeking from other governmental authorities such approvals, permissions, and exemptions as are necessary or appropriate in connection with the authorization, issuance and delivery of the Financing, except that we will not be responsible for any required Blue Sky filings.
- (4) Review and respond to specific legal issues raised by the City that relate to and arise out of the City's structuring of the Financing.
- (5) Draft the continuing disclosure undertaking, if any, of the City.

Our Financing Opinion will be addressed to the City and will be based on facts and law existing as of its date. In rendering our Financing Opinion we will rely upon the certified proceedings and other representations and certifications of public officials, counsel for and representatives of the City, the purchaser of the Financing, and other persons, furnished to us without any undertaking by us to verify the same by independent investigation, and we will assume continuing compliance by the City and all other participants in the transaction with applicable laws relating to the Financing. During the course of this engagement, we will rely on the City to provide us with complete and timely information on all developments pertaining to any aspect of the Financing and its security. We understand that the City will direct members of its staff and other employees to cooperate with us in this regard. Our duties in this engagement are limited to those expressly set forth above.

Among other things, our duties do not include:

- (a) Except as described in paragraph (5) above, assisting in the preparation or review of any disclosure document with respect to the Financing, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- (b) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- (c) Preparing blue sky or investments surveys with respect to the Financing.
- (d) Drafting state constitutional or legislative amendments.
- (e) Pursuing test cases or other litigation such as contested validation proceedings.

- (f) Making an investigation or expressing any view as to the creditworthiness or financial strength of the City or any other party being or having been contracted with by the City or the Financing.
- (g) Opining on a continuing disclosure undertaking pertaining to the Borrowing or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- (h) Representing the City in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (i) After Closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Financing will continue to be excludable from gross income for federal or for State income tax purposes (*e.g.*, our engagement does not include rebate calculations for the Financing).
- (j) Addressing any other matter not specifically set forth above that is not required to render our Financing Opinion.

It is expressly agreed that the City shall not request the firm to provide predictions or advice regarding, and that the firm shall provide no predictions or advice and owes the City no duty regarding, the financial structuring or feasibility of any arrangement nor any predictions or advice as to the ability or likelihood of any other party actually performing their obligations relating thereto.

In expressing its opinion, the firm does not represent, warrant or guarantee that a court will not invalidate either any of the procedures or contracts being utilized in connection with the issuance of the Financing, nor does the firm represent, warrant or guarantee the actual performance rendered by participants in any transaction with the City.

It is also expressly agreed that (i) our client for purposes of this representation is the City and not any of its officers or employees, members, creditors, bondholders, or any other entities having any interest in the City or in which the City has an interest, and (ii) accordingly, this engagement will not establish an attorney-client relationship between the firm and any such individual, member or other entity.

2. *Term of Engagement.* Either the City or the firm may terminate this engagement at any time for any reason by not less than thirty (30) days written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the City's interests in matters within the scope of this engagement.

3. *Conclusion of Representation; Retention and Disposition of Documents.*

At the City's request, its papers and property will be returned to it or delivered to successor counsel, as it may direct, promptly upon receipt of payment of outstanding fees and expenses. Our own files pertaining to this engagement will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, and accounting records, as well as internal lawyer's work product such as drafts, notes, internal memoranda, and legal and factual research prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of this engagement.

4. *Post-Engagement Matters.*

After completion of this engagement, changes may occur in applicable laws or regulations, or in administrative City or judicial interpretations thereof, that could have an impact upon issues as to which we have advised the City during the course of this engagement. Unless you subsequently engage us, after completion of this engagement, to provide additional advice on such issues, the firm has no continuing obligation to advise you with respect to any such future legal developments.

5. *Fees and Expenses.*

We will charge the City a fixed fee of \$40,000 for our bond counsel services. Such fee will be contingent on the successful closing of the Financing.

6. *Consent to Conflict; Non-reliance upon Hawkins Representations.*

The firm from time to time has represented, currently represents, and may in the future represent, underwriters of municipal Financing in financings involving other issuers. The City consents to the firm simultaneously representing such underwriters and the City. The City acknowledges and agrees that it has not relied upon any firm representations or statements of any kind in deciding to give its consent. Instead, it has consulted with other independent counsel and that it has exclusively relied upon such other counsel in deciding to consent.

7. *Attorney-Client Privilege.*

In recent years, several courts have said that when a firm reviews its compliance with professional conduct rules or other law in the representation of a client, the firm may not be able to claim attorney-client privilege for its review unless the firm withdraws from representing the particular client before conducting the review or the client agrees that the firm can assert privilege for any such review. We believe it is in the interest of our clients that the firm have the protection of the privilege in connection with internal reviews of its work for you. The City agrees that any communications between the lawyers and staff working on the City's matter and the lawyers at the firm who may be reviewing that work for compliance with professional conduct rules or other law will be protected by the firm's own attorney-client privilege and that any such review will not constitute a conflict between our interests and your interests.

8. *Client Responsibilities.*

The City agrees to cooperate fully with us and to provide promptly all information known or available to the City relevant to our representation. The City also agrees to pay our statements for services and expenses in accordance with paragraph 5 above.

9. *Fully Integrated Agreement; Merger; No Oral Amendments or Modifications.* This agreement is intended as a complete integration of the terms of this engagement and, as such, all prior understandings, representations, warranties, and agreements are fully and completely merged herein.

Of course, you may limit or expand the scope of our representation from time to time, provided that any such expansion is agreed to by each of us and memorialized in a supplement hereto.

We are pleased to have this opportunity to work with the City once again. I trust that you will not hesitate to call me if you have any questions or comments during the course of this engagement.

Very truly yours,

*Hawkins Delafield & Wood LLP*

A handwritten signature in blue ink, appearing to read "Hilgert" followed by a flourish.

Agreed and Accepted:

City of St. Helens, Oregon

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

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

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

## DISPLAY AGREEMENT AND PURCHASE ORDER

**THIS AGREEMENT** ("Agreement") is entered into on this 12<sup>th</sup> day of May, 2021 by and between Western Display Fireworks, Ltd., an Oregon corporation, whose address is set forth above, ("Western") and City of St Helens, whose address is 265 Strand St/PO Box 278, St Helens, OR 97051 ("Sponsor"). Western and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

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

1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date(s) and location: July 4, 2021 shot from the south end of Sand Island, St Helens, OR 97051, as detailed in Proposal #21-6793, which is attached hereto and incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.
2. **Price and Payment Terms.** Total price of TWENTY THOUSAND DOLLARS AND NO/100 (\$20,000.00) is to be paid as follows: 25% of the total price, \$5,000.00 is due by MAY 14, 2021; 25% of the total price, \$5,000.00 is due by JUNE 4, 2021; the remaining balance of the price, \$10,000.00, is due in full on or before July 14, 2021. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
3. **Western Duties.** As part of the total price Western agrees to the following:
  - a. To supply all shells and other pyrotechnics listed on the Proposal;
  - b. Mortars, firing equipment and all other required materials necessary to perform its services hereunder;
  - c. Proper delivery, set-up, firing and presentation by pyrotechnic operator and crew covered under workers compensation insurance;
  - d. To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Western's responsibilities of Display site cleanup have been completed; and
  - e. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties.
4. **Sponsor Duties.**
  - a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement;
  - b. Sponsor will provide a crew to install the equipment, the barge to transport the equipment to the Island, and a piece of equipment to move the equipment and dig in the mortars. This crew will install the equipment so it is ready for use on July 4<sup>th</sup>. This crew will either operate as employees of the City or Western Display, and be paid no less than minimum wage for their time, and be covered under workers comp;
  - c. Sponsor to provide the barge the morning of July 4th to transport the fireworks and crew to the Island and after the show to transport the crew and electrical firing system from the island back to shore; and



- d. The morning of July 5<sup>th</sup> sponsor will provide a crew and equipment to remove the mortars from the trenches and the barge to transport it back the Western truck that will still be located on site. A Western employed driver will pick up the truck that afternoon.
5. **Insurance.** Western agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$5,000,000. If requested in writing, Western shall provide Sponsor with a certificate of insurance within two weeks of the Display. All entities/individuals listed on the certificate of insurance will be deemed as additional insured pursuant to this Agreement.
6. **Indemnification.** Western agrees to indemnify, defend, and hold harmless the Sponsor, its agents and employees, and those entities/individuals listed on the certificate of insurance, from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that directly arise from the performance of the fireworks to the extent that such are occasioned by an act or omission of Western, its agents and employees. Sponsor agrees to indemnify, defend, and hold harmless Western, its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that arise from the performance of the fireworks to the extent that such are occasioned by any act or omission of Sponsor, its agents and employees. Each Party agrees to give the other Party prompt notice of any claims. Neither Party shall be responsible for consequential damages.
7. **Compliance with Laws.**
  - a. Sponsor Responsibilities: SPONSOR agrees to perform their requirements in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2014 Edition (National Fire Protection Association) 8.1 General Requirements. The sponsor of the display shall make provisions for fire protection for the display. 8.1.1 The sponsor shall consult with the AHJ and the operator to determine the level of fire protection required. 8.1.2 The following shall apply to crowd control: (1) Monitors whose sole duty is the enforcement of crowd control shall be located around the display site and at other locations as determined by the sponsor. (2) The AHJ and the operator shall approve the provisions for crowd control. 8.1.2.1 Monitors shall be positioned around the display site to prevent spectators or any other unauthorized persons from entering the discharge site. 8.1.2.2 Where required by the AHJ, approved delineators or barriers shall be used to aid in crowd control. 8.1.2.3 Portions of the display site, other than the discharge site(s), shall be permitted to be open to the public prior to the display as long as the provisions of 4.2.2.2 are maintained. 8.1.2.4 Unescorted public access to the discharge site shall not be permitted where pyrotechnic materials are present during the period before the display. 8.1.2.5 The discharge site shall be restricted throughout the display and until the discharge site has been inspected after the display (see Exhibit A – Display Site Map).
  - b. Western's Responsibilities: Western shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated unless otherwise noted above in Sponsor duties. Western shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.



Western is responsible to insure that all materials and services supplied under this Agreement comply with all laws, rules and regulations of the State and the federal government relating thereto.

8. **Cancellation/Rescheduling by Sponsor.** If the Display is cancelled by the Sponsor after receipt of this signed Agreement, Sponsor agrees to pay 25% of the total price (\$5,000.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor within 30 days of the scheduled Display date, Sponsor agrees to pay 50% of the total price (\$10,000.00). If the Display is cancelled by the Sponsor on the date of the Display, Sponsor agrees to pay 100% of the total price (\$20,000.00). By providing notice of not less than 30 days from the original Display date, Sponsor may elect to reschedule the Display to a mutually agreeable date. This date must be within 90 days of the original display date. Western agrees to facilitate this rescheduling and Sponsor agrees to reimburse Western for new permits and other additional costs associated with this change. Sponsor understands that permitting requirements, burn bans and other factors beyond Western's control may prohibit rescheduling of a display. If these factors prohibit the rescheduled Display from taking place then the standard cancellation schedule applies.
9. **Safety / Weather Forced Cancellation.** Western agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on Western's behalf or the Authority Having Jurisdiction, to cancel or delay the Display if in the operator's judgment circumstances beyond the control of either Party pose an extraordinary risk to the health and safety of any persons or property within the vicinity of the Display.

If the product has been damaged as an attempt to execute the Display and cannot be safely reused, 100% of the price is due and Western has no further obligation under this Agreement. If the product is intact and reusable, Western agrees to store the product and execute the Display on a mutually agreeable future date. Sponsor agrees to reimburse Western for reasonable costs associated with the rescheduling of the event.
10. **Force Majeure.** Sponsor assumes the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Western which may prevent the Display from being safely performed on the scheduled date, which may cause the cancellation of the event for which Sponsor has purchased the Display, or which may affect or damage such portion of the Display as must be replaced and exposed a necessary time before the Display.
11. **Product Performance.** Sponsor recognizes and acknowledges that due to the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.
12. **Limitation on Damages.** In the event that Sponsor claims that Western has breached this Agreement or was negligent in performing its duties hereunder, Sponsor shall not be entitled to claim or recover monetary damages from Western beyond the amount that Sponsor has paid Western under this Agreement and shall not be entitled to a claim for or recover of consequential damages from Western, including, but not limited to, damages for lost income, business, or profits. Additionally, Western's liability for matters covered by the insurance set forth herein shall be limited to the limits of said insurance.

13. **Time.** Time is of the essence in this agreement. The Parties expressly recognize that in the performance of their respective obligations, each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party and may sustain substantial losses by reason of any failure of timely performance.
14. **Independent Contractor/No Joint Venture.** The Parties agree that Western is an independent contractor, and is not an agent or employee of Sponsor for any purpose. It is further agreed that Western's employees shall be, and remain, the employees of Western and not of Sponsor. Nothing in this Agreement or the actions of Western or Sponsor shall be construed as forming a partnership or joint venture between Sponsor and Western.
15. **Attorney Fees.** In the event that either Party to this Agreement shall enforce any of the provisions hereof by any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees, incurred therein by the prevailing Party.
16. **Jurisdiction.** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Oregon applicable to contracts.
17. **Severability.** In the event a court of competent jurisdiction determines that any provision of this Agreement is in violation of any statute, law, rule, regulation, ordinance or public policy, then the provisions of this Agreement that violate such statute, law, rule, regulation, ordinance or public policy shall be stricken or modified to the extent that such provision no longer violates such statute, law, rule, regulation, ordinance or public policy. All provisions of this Agreement that do not violate any statute, law, rule, regulation, ordinance or public policy shall continue in full force and effect for all purposes. Furthermore, any court order striking or modifying any provision of this Agreement shall modify or strike the provision in as limited a manner as possible to give as much effect as possible to the intentions of the Parties to this Agreement.
18. **Survival.** The terms of paragraphs 5, 6, 12, 15, and 16 shall survive the cancellation or termination of this Agreement.
19. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto respecting the matters within its scope and may be modified only in writing signed by both of the Parties hereto.

The pricing and product offered in the Proposal shall remain firm if this Agreement is mutually executed by both Parties on or before May 14, 2021.



Sponsor

Western Display Fireworks, Ltd.

By: Pat Scholl  
Its: Mayor Rick Scholl  
Date: May 12, 2020

Heather J. Gobet  
By: Heather J. Gobet  
Its: President  
Date: 5/12/2021

## CONTRACT PAYMENTS

City Council Meeting  
May 19, 2021

**A West Pacific Contractors LLC**

Project: McCormick Park Playground (Inv#1089)	\$	<b>40,894.00</b>
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**David Evans and Associates Inc.**

Project: Columbia Blvd. Sidewalk (Inv#486927)	\$	<b>8,132.55</b>
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**Keller Associates, Inc.**

Project: P-511 Stormwater Master Plan Update (Inv#210929)	\$	5,759.47
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Project: P-511 Sanitary Sewer Master Plan Update (Inv#210930)\$ 2,361.00

<b>Total</b>	<b>\$</b>	<b>8,120.47</b>
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## Otak

Project: P-525 S 1<sup>st</sup> & Strand Streets Road and Utility Extensions \$ **60,745.82**

**A West Pacific Contractors L.L.C**

965 Mildred LN SE  
 Salem, OR 97306 US  
 5103141177  
 Santillan15234@gmail.com

**Invoice**

**BILL TO**  
 City of St. Helens  
 Attn: Sue Nelson  
 265 Strand Street  
 St. Helens, OR 97051

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1089	04/26/2021	\$40,894.00	05/26/2021	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Progress payment</b>		1	40,894.00	40,894.00

McCormick Park Playground

**BALANCE DUE****\$40,894.00****APPROVED FOR PAYMENT**

INIT		DATE
<u><i>MP</i></u>	ACCOUNTS PAYABLE	<u>5-10-21</u>
<u><i>SN</i></u>	FINANCE	<u>5-10-2021</u>
	SUPERVISOR	

305-000-53001

**A West Pacific Contractors L.L.C.**

965 Mildred LN SE  
 Salem, OR 97306  
 Phone (510)314 1177  
 Fax (503)851-5911  
 CCB# 221767

Customer Name: City of St. Helens  
 Project Name: McCormick Park  
 Job Address: 1898 Old Portland RD  
 St. Helen, OR 97051

\*\*\*\*\*

**Proposal 03/18/2021**

We hereby submit specifications and estimates for playground site preparation, installation of playground equipment, and installation of rubber tiles.

**Scope of Work**

Install ¼" of concrete slurry under highly used areas such as slide beds and swing bays.

Install a thin layer of rock dust for better compaction.

Install concrete curb 6x12x8 approximate 700lf.

Install Geotextile fabric. Supplied by customer.

Gravel to be supplied and spread at 4" by customer. We will be responsible for proper compaction.

**Site preparation cost: \$19,288.00**

Install playground structures R50506DOC as per drawing provided.

Install 3 bay traditional swing sets.

Install 3 Conifer Climbers.

Install 1 stum step.

Install 1 Inclusive Merry-go-round.

Install 1 Disc Swing.

Install 1 spin max pod.

Install 4 butterflies.

Install 4 button steps.

Install a set of 5 tun drums.

Install IKO M by Berliner.

**Playground equipment installation cost: \$26,950.00**

Install 9,000 sf of rubber tiles

**Tile installation cost for labor only: \$35,550.00****Total job cost: \$81,788.00**

Temporary fence by others.

Excavation by others.

Excavation needs to be done wide enough to accommodate concrete curb.

This quote includes all labor and concrete materials necessary for the installation 'Scope of Work.'

\*\*\*\*\*

Please note:

Provide labor concrete for footing and necessary equipment for installation.

- Installation Pricing is based on the manufacturer's recommended footing depth below finished grade. Any requirement greater than will incur additional charges.
- Installation assumes a flat dirt surface with no grading preparation required.
- We are not responsible for any site preparation, and/or grading.
- Customer is responsible for calling 888-DIG-SAFE a minimum of 72 hours before installation is to begin.
- Direct access is required for large construction vehicles.
- All work is to be done in one move.
- Unforeseen subsurface obstructions may incur additional charges.

EXCLUSIONS: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; digging through drain rock or wood fiber; safety surfacing; borders and drainage provisions.

note: 1.- Quote is based on information provided here within and is subject to change based on final installation unless otherwise indicated in writing. Any changes or additions to this proposal will affect pricing.

2.-Changes to the proposed scope not agreed to here within or separately in writing may result in additional charges (change order).Work cannot commence until change order(s) are fully executed

50% down payment is required two weeks prior to starting the project.

Contract type: State Prevailing Wage Type: Prevailing No bonded.

Accepted By:

Accepted Date:



**DAVID EVANS  
AND ASSOCIATES INC.**

Sue Nelson  
City of St. Helens  
265 Strand Street  
St. Helens, OR 97051

Invoice Number 486927  
Invoice Date May 06, 2021  
PO Number  
Page 1 of 1

Work Beginning 03/28/2021 through 05/01/2021

Manager: Paul Tappana

Project STHN0000-0002: Columbia Boulevard Sidewalk and Safety Improvements

		Current Hours	Rate	Current Amount
<b>Contract Work Performed</b>				
CADD Technician IV	Corey Spielman	64.00	111.60	7,142.40
Engineer III	Makenzie Williams	1.50	139.87	209.81
Project Accountant II	Lori Hicks	0.30	102.30	30.69
Project Accountant II	Dongyang Liu	0.30	102.30	30.69
Project Coordinator III	Alisha Reynaldo	3.60	105.40	379.44
Project Coordinator III	Lara Abrams	2.50	97.65	244.13
Project Manager III	Paul Tappana	0.50	190.77	95.39
<b>Subtotal</b>	<b>Contract Work Performed</b>	<b>72.70</b>		<b>8,132.55</b>

**Invoice Total**

APPROVED FOR PAYMENT

**\$8,132.55**

Invoiced by: Alisha Reynaldo

INITIALS DATE  
 [Signature] ACCOUNTS PAYABLE  
 [Signature] FINANCE 5-10-21  
 [Signature] SUPERVISOR 5-10-2021

301-000-53001 \$4,066.28

205-000-53002 \$4,066.27

Aged Receivables as of 5/6/2021

<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>
\$8,251.28	\$0.00	\$0.00	\$0.00	\$8,251.28

Submit payment to: Dept LA 24340 Pasadena CA 91185-4340

**DAVID EVANS AND ASSOCIATES, INC.**  
**Project Billing Budget Summary (by WBS)**

Project: STHN00000002

3/28/2021-5/1/2021

Phase	WBS Description	Contract Amount	Billed This Period	Previously Billed	Billed To Date	Remaining Contract	% Billed	% Completed
00101	Project Administration	4,278.00	780.34	5,164.40	5,944.74	(1,666.74)	139%	80%
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%	100%
00202	Survey and mapping	329.00	-	143.62	143.62	185.38	44%	100%
00301	Preliminary (60%) Design	16,473.00	7,352.21	6,523.57	13,875.78	2,597.22	84%	75%
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>8,132.55</b>	<b>21,637.62</b>	<b>29,770.17</b>	<b>27,959.83</b>	<b>52%</b>	

# **Columbia Boulevard Sidewalk and Safety Improvements: R-679**

## **Progress Report No. 13**

**For the period:  
March 28, 2021 through May 1, 2021**

**May 6, 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. 13**  
**For the period March 28, 2021 through May 1, 2021**

**Columbia Boulevard Sidewalk and Safety Improvements: R-687**

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**Contract NTP: February 22, 2019**

**Contract End: November 25, 2022**

**Contract Values:**

Current Contract NTE: \$57,730.00

Previously Billed: \$21,637.62

Current Billing: \$8,132.55

Remaining \$27,959.83

**Work Performed in Reporting Period:**

- Project coordination and invoicing
- Site design

**Anticipated Upcoming Work**

- Coordinate the potential for the culvert replacement
- Continued culvert and sidewalk design



DAVID EVANS  
AND ASSOCIATES INC.

May 6, 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. 13**

Dear Ms. Nelson:

Enclosed is the Invoice and Progress Report No. 13 for Preliminary Engineering (PE) Services for the Columbia Boulevard Sidewalk and Safety Improvements Project. This information covers the period of March 28, 2021 through May 1, 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 Alisha Reynaldo at 503-480-1312.

Sincerely,

**DAVID EVANS AND ASSOCIATES, INC.**

Paul Tappana  
Project Manager

PDT:anre  
Enclosures



May 3, 2021

City of St Helens  
Attn: City Administrator  
265 Strand St  
St Helens, OR 97051

Transmitting Invoice No. 210930 – St Helens – Sanitary Sewer Master Plan P-511

City of St Helens:

Please find attached invoice in the amount of \$2,361.00 for project number 220060-002. During the month of March, Keller Associates completed the following engineering services:

- Project management
- Sub consultant management
- Future growth meeting minutes
- Future growth figure and updates
- Flow measurement discussions and coordination with City staff
- Model calibration

If you have any questions, please do not hesitate to contact me at 503.364.2002.

Sincerely,

KELLER ASSOCIATES, INC.

Peter Olsen, PE  
Project Manager

APPROVED FOR PAYMENT

INIT		DATE
	ACCOUNTS PAYABLE	
	FINANCE	5-10-21
	SUPERVISOR	5-10-2021

303-000-52019



Item #7.

245 Commercial St SE, Suite 210  
Salem, OR 97301

(503) 364-2002

City of St Helens  
Attn: City Administrator  
265 Strand St  
St Helens, OR 97051

April 19, 2021

Project No: 220060-002

Invoice No: 0210930

Project 220060-002 St Helens - Sanitary Sewer Master Plan

Project Manager: *[Signature]*  
**Professional Services from March 1, 2021 to March 31, 2021**

Task	001	Project Management & Meetings		
Fee				
Total Fee		23,715.00		
Percent Complete		45.00	Total Earned	10,671.75
			Previous Fee Billing	10,197.45
			Current Fee Billing	474.30
			<b>Total Fee</b>	<b>474.30</b>
			<b>Total this Task</b>	<b>\$474.30</b>

Task	002	Data / Survey		
Task 2A: Data Gathering / Review / I&I Evaluation				
Fee				
Total Fee		47,483.00		
Percent Complete		89.00	Total Earned	42,259.87
			Previous Fee Billing	41,310.21
			Current Fee Billing	949.66
			<b>Total Fee</b>	<b>949.66</b>
			<b>Total this Task</b>	<b>\$949.66</b>

Task 2B: Survey / Field Work

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	0.00	5,000.00	5,000.00	
Limit			5,000.00	
		<b>Total this Task</b>		<b>0.00</b>
		<b>Total this Task</b>		<b>\$949.66</b>

Task	003	Technical Analysis		
Fee				
Total Fee		46,852.00		
Percent Complete		57.00	Total Earned	26,705.64
			Previous Fee Billing	25,768.60
			Current Fee Billing	937.04
			<b>Total Fee</b>	<b>937.04</b>
			<b>Total this Task</b>	<b>\$937.04</b>

Task	004	Engineering Standards and Comprehensive Plan		
Fee				
Total Fee		5,110.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
			<b>Total Fee</b>	<b>0.00</b>
			<b>Total this Task</b>	<b>0.00</b>

Task	005	Staffing Level Analysis		
Fee				
Total Fee		3,745.00		
Percent Complete		22.00	Total Earned	823.90
			Previous Fee Billing	823.90
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Task	0.00

Task	006	Capital Improvement Plan		
Fee				
Total Fee		21,268.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Task	0.00

Task	007	Final Plan Documentation and Public Meetings		
Fee				
Total Fee		13,138.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Task	0.00
			Total this Invoice	\$2,361.00

Outstanding Invoices

Number	Date	Balance
0210650	3/18/2021	11,893.80
		<b>11,893.80</b>

Billings to Date

	Current	Prior	Total
Fee	2,361.00	78,100.16	80,461.16
Consultant	0.00	5,000.00	5,000.00
<b>Totals</b>	<b>2,361.00</b>	<b>83,100.16</b>	<b>85,461.16</b>



May 3, 2021

City of St Helens  
Attn: City Administrator  
265 Strand St  
St Helens, OR 97051**Transmitting Invoice No. 210929 – St Helens - Stormwater Master Plan** P-511

City of St Helens:

Please find attached invoice in the amount of \$5,759.47 for project number 220060-001. During the month of March, Keller Associates completed the following engineering services:

- Project management
- Sub consultant management
- Model calibration and review
- Existing system evaluation
- Draft report
- Investigate alternatives

If you have any questions, please do not hesitate to contact me at 503.364.2002.

Sincerely,

**KELLER ASSOCIATES, INC.**Peter Olsen, P.E.  
Project Manager

APPROVED FOR PAYMENT

INIT	DATE
	5-10-21
ACCOUNTS PAYABLE	
FINANCE	5-10-2021
SUPERVISOR	

304-000-52019



Item #7.

245 Commercial St SE, Suite 210  
Salem, OR 97301

(503) 364-2002

City of St Helens  
Attn: City Administrator  
265 Strand St  
St Helens, OR 97051

April 19, 2021

Project No: 220060-001

Invoice No: 0210929

Project 220060-001 St Helens - Stormwater Master Plan  
Project Manager: *[Signature]*

**Professional Services from March 1, 2021 to March 31, 2021**

Task	001	Project Management & Meetings		
<b>Fee</b>				
Total Fee		23,715.00		
Percent Complete		45.00	Total Earned	10,671.75
			Previous Fee Billing	10,197.45
			Current Fee Billing	474.30
			<b>Total Fee</b>	<b>474.30</b>
			<b>Total this Task</b>	<b>\$474.30</b>

Task	002	Data Acquisition & Surveying		
Task 2A: Data Acquisition / Review				
<b>Fee</b>				
Total Fee		32,448.00		
Percent Complete		100.00	Total Earned	32,448.00
			Previous Fee Billing	32,448.00
			Current Fee Billing	0.00
			<b>Total Fee</b>	<b>0.00</b>
			<b>Total this Task</b>	<b>0.00</b>

Task 2B: Survey / Field Work

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	0.00	10,000.00	10,000.00	
Limit			10,000.00	
		<b>Total this Task</b>		<b>0.00</b>
		<b>Total this Task</b>		<b>0.00</b>



Task 003 Technical Analysis

**Fee**

Total Fee 48,047.00

Percent Complete

72.00

Total Earned

34,593.84

Previous Fee Billing

29,308.67

Current Fee Billing

5,285.17

**Total Fee**

**5,285.17**

**Total this Task**

**\$5,285.17**

Task 004 Engineering Standards and Comprehensive

**Fee**

Total Fee 5,110.00

Percent Complete

0.00

Total Earned

0.00

Previous Fee Billing

0.00

Current Fee Billing

0.00

**Total Fee**

**0.00**

**Total this Task**

**0.00**

Task 005 Staffing Level Analysis

**Fee**

Total Fee 3,745.00

Percent Complete

22.00

Total Earned

823.90

Previous Fee Billing

823.90

Current Fee Billing

0.00

**Total Fee**

**0.00**

**Total this Task**

**0.00**

Task 006 Capital Improvement Plan

**Fee**

Total Fee 18,877.00

Percent Complete

0.00

Total Earned

0.00

Previous Fee Billing

0.00

Current Fee Billing

0.00

**Total Fee**

**0.00**

**Total this Task**

**0.00**

Task 007 Final Plan Documentation and Public Meetings

**Fee**

Total Fee 13,137.00

Percent Complete

0.00

Total Earned

0.00

Previous Fee Billing

0.00

Current Fee Billing

0.00

**Total Fee**

**0.00**

**Total this Task**

**0.00**

**Total this Invoice**

**\$5,759.47**

Outstanding Invoices

Number	Date	Balance
0210649	3/18/2021	11,032.43
		<b>11,032.43</b>

Billings to Date

	Current	Prior	Total
Fee	5,759.47	72,778.02	78,537.49
Consultant	0.00	10,000.00	10,000.00
<b>Totals</b>	<b>5,759.47</b>	<b>82,778.02</b>	<b>88,537.49</b>



Progress Report

April 30, 2021

Sue Nelson, PE  
City Engineer  
265 Strand Street  
St. Helens, OR 97051

APPROVED FOR PAYMENT

INIT	ACCOUNTS PAYABLE	DATE
<i>[Signature]</i>	FINANCE	5-10-21
<i>[Signature]</i>	SUPERVISOR	5-10-2021

202-723-52019

RE: **Otak Project No. 019823.000**  
**S. 1<sup>st</sup> and Strand Streets, Road and Utility Extensions** P-525  
**Design, Construction, and Permit Documents**  
**Invoice No. 000004210371**

Dear Sue:

Enclosed is Otak's invoice for the **S. 1<sup>st</sup> and Strand Streets, Road and Utility Extensions**, for the period starting March 16, 2021 and ending April 16, 2021. The total fee for work completed during this time period is \$60,745.82.

The following is a summary of the activities performed under each phase activities:

Phase 110 Project Management and Administration

- Day-to-day project management and coordination
- Prepared and executed subcontracts
- Prepared Invoice and progress reporting

Phase 120 Project Coordination, Meetings, Schedule

- Coordination of kickoff meeting agenda and setup

Phase 210 Topographic Survey

- Survey field work and mapping of existing conditions/topography

Phase 220 Geotechnical

- None

Phase 230 Environmental Investigation

- None

Phase 310 Planning Code-Zoning Requirements

\\pdx-ae.otak.com\proj\project\19800\19823\accounting\attachments\1-19823 progress report april 2021.docx

700 Washington Street, Suite 300 Vancouver, WA 98660 • Phone (360)737-9613 Fax (360)737-9651 otak.com

- None

Phase 320 Alignment Alternatives

- Review existing conditions and materials

Phase 330 Concept Development Plan

- Review existing conditions and materials

Phase 340 Scoring Criteria/Worksession

- None

Phase 410 30% Roll-Map Plans

- None

Phase 420 Stormwater Management

- None

Phase 430 Lift Station Relocation Analysis

- None

Phase 440 30% Cost Est/Construct Review

- None

Phase 510 90% and Final PS&E

- None

Phase 520 Stormwater Management

- None

Phase 530 Lift Station Design Documents

- None

Phase 610 Lift Station – DEQ

- None

Phase 620 1200-C Erosion Control DEQ

- None

Phase 630 Grading Permit – City

- None

Phase 640 Building Permit – City

- None

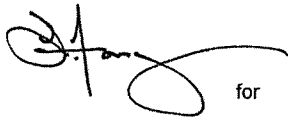
Issues that may affect the schedule:

- *None at this time.*

If you have any questions, please do not hesitate to call me at 503.415.2337.

Sincerely,

Otak, Inc.

A handwritten signature in black ink, appearing to be "K. Buisman", followed by the word "for" in a small, plain font.

Keith Buisman, PE  
Senior Project Manager

**INVOICE**

Remit Payment to:  
 Otak Inc  
 P.O. Box 894448  
 Los Angeles, CA 90189-4448

Sue Nelson  
 City of St. Helens  
 265 Strand Street  
 St. Helens, OR 97051

April 30, 2021  
 Project No: 019823.000  
 Invoice No: 000004210371

Project 019823.000 City of St. Helens - 1st and Strand Streets

**For Professional Services Ending April 16, 2021**

Phase 110 Project Management and Admin

**Professional Personnel**

	Hours	Rate	Amount	
Civil Engineer VIII				
Buisman, Keith	2.50	173.00	432.50	
Sr. PIC/Sr. PM Civil				
Peebles, Michael	3.50	240.00	840.00	
Project Coordinator				
Keller, Kristina	.25	120.00	30.00	
CM Documentation Specialist III				
Flett, Amanda	6.00	120.00	720.00	
Totals	12.25		2,022.50	
<b>Total Labor</b>				<b>2,022.50</b>
<b>Total this Phase</b>				<b>\$2,022.50</b>

Phase 120 Project Coord, Mtgs, Schedule

**Professional Personnel**

	Hours	Rate	Amount	
Sr. PIC/Sr. PM Civil				
Peebles, Michael	3.00	240.00	720.00	
Totals	3.00		720.00	
<b>Total Labor</b>				<b>720.00</b>
<b>Total this Phase</b>				<b>\$720.00</b>

Phase 210 Topographic Survey

**Professional Personnel**

	Hours	Rate	Amount	
PIC/PLS Sr. Manager				
Yamashita, Jon	28.00	220.00	6,160.00	
Professional Land Surveyor III				
Conklin, David	83.50	150.00	12,525.00	
Survey Crew Chief III				
Breneman, David	45.50	124.00	5,642.00	

A finance charge will be assessed to all overdue accounts.

808 SW Third Avenue, Suite 800 Portland, OR 97204 Phone (503) 287-6825 **otak.com**

Project	019823.000	City of St. Helens - 1st and Strand Sts.	Invoice	000004210371
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Survey Crew Chief II				
Hawes, Robert	119.00	103.00	12,257.00	
Survey Field Technician III				
Finley, David	99.50	82.00	8,159.00	
Survey Field Technician II				
Autrey, Kora	100.00	78.00	7,800.00	
Survey Field Technician I				
Lundeen, Bryce	18.50	69.00	1,276.50	
Totals	494.00		53,819.50	
<b>Total Labor</b>				<b>53,819.50</b>
		<b>Total this Phase</b>		<b>\$53,819.50</b>

Phase	320	Alignment Alternatives		
<b>Professional Personnel</b>				
	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Landscape Architect IV				
North, Kaitlin	1.00	128.00	128.00	
Sr. PIC/Sr. PM Civil				
Peebles, Michael	1.00	240.00	240.00	
Urban Designer V				
Dixon, Stephen	1.25	185.00	231.25	
Totals	3.25		599.25	
<b>Total Labor</b>				<b>599.25</b>
		<b>Total this Phase</b>		<b>\$599.25</b>

Phase	330	Concept Development Plan		
<b>Professional Personnel</b>				
	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Landscape Architect IV				
North, Kaitlin	1.00	128.00	128.00	
Sr. PIC/Sr. PM LA/Master Planner				
Hanson, Donald	2.00	240.00	480.00	
Urban Designer V				
Dixon, Stephen	1.25	185.00	231.25	
PIC/Sr. PM Urban Design				
Bortolazzo, Benvenuto	2.50	200.00	500.00	
Totals	6.75		1,339.25	
<b>Total Labor</b>				<b>1,339.25</b>
		<b>Total this Phase</b>		<b>\$1,339.25</b>

Phase	900	Direct Expenses		
<b>Reimbursable Expenses</b>				
Direct Cost Outside Services			1,785.00	

Project	019823.000	City of St. Helens - 1st and Strand Sts.	Invoice	000004210371
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Direct Cost Mileage		460.32	
<b>Total Reimbursables</b>	<b>1.0 times</b>	<b>2,245.32</b>	<b>2,245.32</b>
	<b>Total this Phase</b>		<b>\$2,245.32</b>
	<b>Total this Invoice</b>		<b>\$60,745.82</b>

### Invoice Summary

Description	Contract Amount	Prior Billed	Current Billed	Total Billed	Remaining
Project Management and Admin	51,506.00	0.00	2,022.50	2,022.50	49,483.50
Project Coord, Mtgs, Schedule	30,405.00	0.00	720.00	720.00	29,685.00
Topographic Survey	74,788.00	0.00	53,819.50	53,819.50	20,968.50
Geotechnical	16,916.00	0.00	0.00	0.00	16,916.00
Environmental Investigation	21,023.00	0.00	0.00	0.00	21,023.00
Planning Code-Zoning Requiremnts	2,653.00	0.00	0.00	0.00	2,653.00
Alignment Alternatives	53,333.00	0.00	599.25	599.25	52,733.75
Concept Development Plan	29,942.00	0.00	1,339.25	1,339.25	28,602.75
Scoring Criteria / Worksession	16,214.00	0.00	0.00	0.00	16,214.00
30% Roll-map Plans	172,464.00	0.00	0.00	0.00	172,464.00
Stormwater Management	17,370.00	0.00	0.00	0.00	17,370.00
Lift Station Relocation Analysis	14,453.00	0.00	0.00	0.00	14,453.00
30% Cost Est/Construct Review	14,284.00	0.00	0.00	0.00	14,284.00
90% and Final PS&E	438,297.00	0.00	0.00	0.00	438,297.00
Stormwater Mgmt Design and Report	28,640.00	0.00	0.00	0.00	28,640.00
Lift Station Design Documents	7,212.00	0.00	0.00	0.00	7,212.00
Lift Station - DEQ	10,451.00	0.00	0.00	0.00	10,451.00
1200-C Erosion Control - DEQ	12,083.00	0.00	0.00	0.00	12,083.00
Grading Permit - City	7,940.00	0.00	0.00	0.00	7,940.00
Building Permit - City	3,501.00	0.00	0.00	0.00	3,501.00
Direct Expenses	115,345.00	0.00	2,245.32	2,245.32	113,099.68
<b>Total</b>	<b>1,138,820.00</b>	<b>0.00</b>	<b>60,745.82</b>	<b>60,745.82</b>	<b>1,078,074.18</b>



# INVOICE

Item #7.



**APPLIED PROFESSIONAL  
SERVICES INC.**

*Solutions That Exceed Expectations*

43530 SE North Bend Way • North Bend, WA 98045  
Phone: (425) 888-2590

INVOICE NO. **121142**

CUSTOMER NO. **OTAK**

BILL TO:

**OTAK**

ATTN: ACCOUNTS PAYABLE  
808 SW 3RD AVE #800  
PORTLAND, OR 97204

SHIP TO:

**SITE ADDRESS**

248 STRAND ST  
SAINT HELENS, OR

DATE		SHIP VIA		F.O.B.		TERMS	
03/31/2021						Net 30	
PURCHASE ORDER NO.			DATE	SALESPERSON			OUR ORDER NUMBER
19823			03/30/2021	LYSSA PATTERSON			
QUANTITY			ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
REQ.	SHIPPED	B.O.					
5.5	5.5		LOCATE OR	LOCATED UTILITIES	85.00	467.50	
					Invoice subtotal	467.50	
					Invoice total	467.50	

TERMS: NET 30 DAYS

PLEASE PAY FROM INVOICE

**WE ACCEPT MC/VISA/AMEX    QUESTIONS/PAYMENTS? JEN PARSONS 406-755-2254    JENP@APSLLOCATES.COM**

# INVOICE

Item #7.



**APPLIED PROFESSIONAL  
SERVICES INC.**

*Solutions That Exceed Expectations*

43530 SE North Bend Way • North Bend, WA 98045  
Phone: (425) 888-2590

INVOICE NO. **121065**

CUSTOMER NO. **OTAK**

BILL TO:

**OTAK**

ATTN: ACCOUNTS PAYABLE  
808 SW 3RD AVE #800  
PORTLAND, OR 97204

SHIP TO:

**SITE ADDRESS**

1ST & STRAND ST  
ST HELENS, OR

DATE	SHIP VIA	F.O.B.	TERMS
03/31/2021			Net 30

PURCHASE ORDER NO.	DATE	SALESPERSON	OUR ORDER NUMBER
19823	03/26/2021	LYSSA PATTERSON	

QUANTITY			ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
REQ.	SHIPPED	B.O.				
15.5	15.5		LOCATE OR	LOCATED UTILITIES	85.00	1317.50
				Invoice subtotal		1317.50
				Invoice total		1317.50

TERMS: NET 30 DAYS

PLEASE PAY FROM INVOICE

**WE ACCEPT MC/VISA/AMEX    QUESTIONS/PAYMENTS? JEN PARSONS 406-755-2254    JENP@APSLOCATES.COM**

# Detailed Expense Report

\*\*\*Otak Master Database\*\*\*

Wednesday, April 28, 2021  
6:35:32 PM

Employee 3169 Finley, David A

Signed Electronically by: Finley, David A 4/5/2021 7:17:44 AM

Posted

Approved Electronically by: Graham, Shannon R 4/15/2021 12:25:50 PM

Organization 01.12.200.203

Expense Report: March 2021

Report Date: 3/4/2021

Date	Category	Description	Project	Phase	Task	Bill	Account	Currency Code	Amount	Payment Amount
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3/17/2021	Mileage	019823.000	210	212		<input checked="" type="checkbox"/>	550.01	USD	47.04	47.04
Business Reason: miles										
City of St. Helens - 1st and Strand Sts.										
Travel From/To: 293800 - 293884 Travel: 84.00 mi @ 0.560										
3/19/2021	Mileage	019823.000	210	212		<input checked="" type="checkbox"/>	550.01	USD	47.04	47.04
Business Reason: miles										
City of St. Helens - 1st and Strand Sts.										
Travel From/To: 293933 - 294017 Travel: 84.00 mi @ 0.560										
3/22/2021	Mileage	019823.000	210	212		<input checked="" type="checkbox"/>	550.01	USD	47.04	47.04
Business Reason: miles										
City of St. Helens - 1st and Strand Sts.										
Travel From/To: 294079 - 294163 Travel: 84.00 mi @ 0.560										

v7.6.764 (CARLF) -

Page 2 of 4

Item #7.

# Detailed Expense Report

\*\*\*Oak Master Database\*\*\*

Wednesday, April 28, 2021  
6:35:32 PM

Employee 3169 Finley, David A

Signed Electronically by: Finley, David A 4/5/2021 7:17:44 AM

Posted

Approved Electronically by: Graham, Shannon R 4/15/2021 12:25:50 PM

Organization 01.12.200.203

Expense Report: March 2021

Report Date: 3/4/2021

Date	Category	Description	Project	Phase	Task	Bill	Account	Currency Code	Amount	Payment Amount
3/23/2021	Mileage		019823.000	210	212	<input checked="" type="checkbox"/>	550.01	USD	47.04	47.04
City of St. Helens - 1st and Strand Sts. Travel From/To: 294165 - 294249      Travel: 84.00 mi @ 0.560										
3/24/2021	Mileage		019823.000	210	212	<input checked="" type="checkbox"/>	550.01	USD	47.04	47.04
City of St. Helens - 1st and Strand Sts. Travel From/To: 294254 - 294338      Travel: 84.00 mi @ 0.560										
3/25/2021	Mileage		019823.000	210	212	<input checked="" type="checkbox"/>	550.01	USD	47.04	47.04
City of St. Helens - 1st and Strand Sts. Travel From/To: 294404 - 294488      Travel: 84.00 mi @ 0.560										
3/26/2021	Mileage		019823.000	210	212	<input checked="" type="checkbox"/>	550.01	USD	47.04	47.04
City of St. Helens - 1st and Strand Sts. Travel From/To: 243036 - 243120      Travel: 84.00 mi @ 0.560										
3/29/2021	Mileage		019823.000	210	212	<input checked="" type="checkbox"/>	550.01	USD	43.68	43.68
City of St. Helens - 1st and Strand Sts. Travel From/To: 294575 - 294653      Travel: 78.00 mi @ 0.560										
3/30/2021	Mileage		019823.000	210	212	<input checked="" type="checkbox"/>	550.01	USD	43.68	43.68
City of St. Helens - 1st and Strand Sts. Travel From/To: 294653 - 294731      Travel: 78.00 mi @ 0.560										
3/31/2021	Mileage		019823.000	210	212	<input checked="" type="checkbox"/>	550.01	USD	43.68	43.68
City of St. Helens - 1st and Strand Sts. Travel From/To: 243120 - 243198      Travel: 78.00 mi @ 0.560										

City of St. Helens  
***Library Board***  
**Minutes from Monday, April 12, 2021**  
 St. Helens Public Library via ZOOM

**Members Present**

Dan Davis  
 Melisa Gaelrun-Maggi, Chair  
 Amanda Heynemann, Past Chair  
 Margie Stanko, Vice Chair

**Members Absent**

Becky Bean  
 Lisa Beardslee

**Guests**

**Councilors in Attendance**

Stephen Topaz

**Staff Present**

Margaret Jeffries, Library Director  
 Dan Dieter, Library Board Secretary



**CALL MEETING TO ORDER:** The meeting was called to order at 7:16 pm by Chair Gaelrun-Maggi.

**INVITATION TO CITIZENS FOR PUBLIC COMMENT:** N/A

**PREVIOUS MEETING MINUTES:** Minutes were reviewed and approved.

**LIBRARY BOARD VACANCY:** Chair Gaelrun-Maggi stated that two applications were received by the City and interviews were scheduled for last week. Only one candidate replied for the opportunity to interview. The candidate has a strong background in early childhood education and the group discussed the positive feedback from the interviewers. The group voted unanimously to recommend that the City Council vote for the candidate's appointment at their next available meeting. Director Jeffries stated that Member Beardslee has moved to Salem and will no longer be available to serve on the Board. Member Stanko is leaving the area as well and will also no longer be able to serve on the Board. The group discussed the board member terms and the desired to advertise again for new prospective board members. The group discussed putting information out on Facebook as well as making information available inside the Library now that we are partially open. The group discussed waiting until all of the members

are available before voting on new officers. New officers would start at the beginning of the fiscal year, July 1, 2021. The group discussed the fact that there might be some hesitancy to participate because of the pandemic.

**PRELIMINARY REVIEW OF LIBRARY BOARD ANNUAL PRESENTATION:** Chair Gaelrun-Maggi presented a preliminary view of the Library Board Annual Presentation. The presentation will highlight accomplishments for the last year, including progress on the Makerspace, circulation statistics, and Employee of the Year award winner Youth Librarian Kolderup (one of three winners). Other items to be highlighted are the coordinated programs between the Library and the Recreation Department, Trunk-or-Treat participation and the newly painted outdoor drop box. Director Jeffries stated that the report should also highlight the work by board members on policy and procedure revisions. The Annual Presentation will be on the City Council agenda for May 19, 2021 at 1:00 pm.

**LIBRARY DIRECTOR'S REPORT:** Director Jeffries stated that reopening the Library has been going well. The Library began opening for browsing and public computer use on March 30, 2021 on the same schedule as the current curbside services. The first week we allowed 35 persons total in the building, but that was dropped to 15 with the updated risk assessment for Columbia County. Under an extreme risk assessment, the number would drop to 6. In anticipation of a busy open schedule, three staff members have been scheduled to work during those hours. If it gets too busy, we will start using an appointment only schedule. Director Jeffries stated that building maintenance is taking a priority, as we've had a number of items fail recently, including one of the fan motors for a compressor and one of the smoke detectors in the main part of the Library. This failure set off the alarm and required a response from the fire department. There is now a plan to replace the other outdated detectors. The Makerspace door hardware will be replaced with an automatic closer and electronic lock system similar to the rest of the building. We also need to look at installing security cameras in the Makerspace. Councilor Topaz stated that it is important that maintenance is not deferred in older buildings as waiting can be costly down the road. Director Jeffries stated that this is true as the building gets older, many things will need to be replaced like the furniture. Director Jeffries stated that the potential date for an 'Open House' for the Makerspace has been scheduled for October 8, 2021. Director Jeffries stated that Reference Librarian Brenda Herren-Kenaga is planning the next Genealogy Conference for September 18 and 19, 2021. The conference will be planned in a way to make it flexible so that online and in-person options are available. Director Jeffries stated that the Scappoose Public Library won a grant to sponsor a Columbia County Reads program that will be scheduled sometime later this year. The second outdoor book drop box is scheduled to be finished and delivered sometime before the end of the month.

**CITY COUNCILOR'S REPORT:** Councilor Topaz stated that there is an upcoming hearing concerning his alleged harassment of City staff. The next City Council meeting is scheduled for April 21, and the one after that will be May 5, so hopefully the

appointment of the new board member can occur before the next Library Board meeting.

**BOARD MEMBER CONCERNS / COMMENTS / QUESTIONS:** Everyone wished Member Stanko and Member Beardslee the best of luck in the future.

**SUMMARIZE ACTION ITEMS:** N/A

**NEXT MEETING:** The next regularly scheduled meeting will be Monday, May 10, 2021 at 7:15 p.m. via Zoom.

**ADJOURNMENT:** Chari Gaelrun-Maggi adjourned the meeting at 8:40 pm.

✍

Respectfully submitted by:

---

Library Board Secretary, Dan Dieter

**2020-2021 Library Board Attendance Record***P=Present E=Excused Absence U=Unexcused Absence*

Date	Bean	Beardslee	Birkle	Davis	Gaelrun-Maggi	Heynemann	Stanko	VACANT	VACANT
07-10-2020	Meeting Cancelled								
08-10-2020	P	P	P	E	P	P	E		
09-14-2020	P	E	E	P	P	P	E		
10-12-2020	P	P	P	P	P	E	P		
11-9-2020	P	E	P	P	P	P	P		
12-14-2020	P	P	P	P	E	P	E		
01-11-2021	Meeting Cancelled								
02-24-2021	E	E	-	P	P	P	P		
03-08-2021	P	E	-	P	P	P	P		
04-12-2021	E	E	-	P	P	P	P		
05-10-2021									
06-14-2021									





## PARKS AND TRAILS COMMISSION

Monday, April 12, 2021 at 4:00 PM via Zoom

### MINUTES

#### PRESENT

Chair Carmin Dunn  
Vice Chair Elisa Mann  
Commissioner Jerry Belcher  
Commissioner Howard Blumenthal  
Commissioner John Brewington  
Commissioner Lynne Pettit  
Commissioner Paul Barlow

#### ABSENT

Commissioner Jacob Woodruff

#### STAFF PRESENT

Mouhamad Zaher  
Matt Brown  
Sheri Ingram  
Thad Houk  
Shanna Duggan

#### OTHERS PRESENT

Emily Martin  
Terry Knoop  
Pat Jewett

#### CALL TO ORDER - 4:02 P.M.

#### APPROVAL OF MINUTES

1. Approve Minutes of March 8, 2021

**Motion** made by Commissioner Brewington, Seconded by Commissioner Blumenthal to approve the Minutes of March 8, 2021 with corrections by Pettit. After reviewing audio, minutes stand as is. What was written is what was said on the recording.

Voting Yea: Chair Dunn, Vice Chair Mann, Commissioner Belcher, Commissioner Blumenthal, Commissioner Brewington, Commissioner Pettit.

**TOPICS FROM THE FLOOR:** From attendees not otherwise of the agenda

**COUNCILOR'S REPORT** – Not present

**NEW BUSINESS**

## 2. Introduce Parks &amp; Rec Manager Shanna Duggan

Zaher said Duggan has been promoted to Parks & Rec Manager and will be taking over the Parks & Rec spot and working closely with Houk as well as the Commission. He thanked her for joining us and everyone is excited for this opportunity. Duggan said she is also excited and thank you for the opportunity.

## 3. Interview Parks &amp; Trails Commission Applicant

Dunn said they will be talking to them one at a time and it would be great if they could tell them why they applied, what interested them and an overall introduction and ask any questions they may have. They will discuss and make a recommendation for the Council when they get to discussion items towards the end of the meeting.

Brandon Sundeen – He is born and raised in St. Helens and enjoyed the parks then and still is with his kids. He moved away to go to school and moved back about dix years ago. They use the parks regularly and enjoy exploring the city and seeing new things. He enjoys volunteering and making a difference when he can. He is currently a volunteer for the Columbia County museum so one of his big passions is history and he thought it would be cool to incorporate more of our history into our parks. We have a rich history and people go to the parks and have no idea who Mr. Godfrey was or who were the McCormick's and why it is called McCormick park. Heinie Heumann was an important figure for a long time but his kids think the little area in the corner is for the dogs and the rest of the park is for the humans. He loves going to the parks and volunteering and trying to make a difference so he thought this would be a good fit.

Belcher said his application says he has volunteered many hours into McCormick Park and the Veterans Memorial so what are a couple of things he has found out that he thinks people would like to know. Sundeen said the McCormicks were prominent and lived in a house on Nob Hill. When they wanted to go to their country estate out of town, that was McCormick Park. Mrs. McCormick hosted the St. Helens Gardens Club there for years and it was a big deal to get invited there. When he was researching local vets who were killed in WWI and he noticed a couple of names were missing on the old memorial. He went to the VFW and asked what they could do to get the names added and they told him they were working on revamping the whole thing and they asked him to help them out and make sure they weren't missing any other names for other wars. He spent months doing research in newspapers and archives and ended up finding over 30 WWII veterans from Columbia County that weren't on there and now they are. He's proud he had a part in that and likes doing that kind of research.

Belcher asked what the area was with the big rocks in a rectangular shape and Sundeen said that was Nellie McCormick's personal garden space. She called it her Japanese garden and you can still see remnants of Japanese Maple and Rhododendrons and other flowering plants. He took pictures and wrote a story on it last year and he would like to see it revamped. Brewington said he went out there years ago with Jim Davis when it was in full bloom and it was a sight to see. He asked if that property was donated to the City and Sundeen said he believes the City purchased it. Jim Davis told him they had the option of purchasing the golf course or the McCormick property and they picked McCormick sometime in the 1970s.

Pettit said when she was doing research and went to the museum, Les and Brandon were very helpful with historical facts on Dalton as well as pictures. Dunn asked what his favorite park is and why and Sundeen said McCormick because he goes there the most often to go on the walking trail and the Veterans Memorial and T-ball with his kids.

Virginia Carlson – Parks are important for families and she thinks St. Helens does such a good job of dedicating the real estate and this committee has done so much work to make them more accessible to more people in our community. The parks are about flowers, dogs, kids, seniors – there is a park for everyone and she thinks continuing that work, as someone who uses the parks for her work and personal use, it just seemed like an easy way to be involved because it is something that is important to her. She has crossed paths with most of the Commissioners and she was involved with the splash park and has been involved with a group that has done different clean-up efforts all over town. She worked with the Main Street group for a number of years and she thinks parks have a key role in livability in a community. All the communities that win awards have great park systems. It's an integral part of attracting visitors and financial investment. People don't often realize how important parks are to economic development.

Dunn asked which was her favorite park and why and Carlson said it depends on the season because she is a photo person and she likes any place she can walk. She likes the trails at Nob Hill and that go down into the waterfront. She likes winter walks through the disc golf course. She finds it peaceful and solitude. She did a lot of walking there during her journey through cancer and found it healing. It's awesome that anyone can use it any day of the week for free. Belcher said he notices she went to Ford Leadership and wanted to know about that. She said she did it in 2008 and it was the project that did the splash park. After that she was recruited to teach the next project that did the banners on the highway and then she helped with the project that prepared the safety packs. She has participated in everything the Ford Foundation has done in our community for the last 12 years trying to keep those connections and funding streams alive in our community. She moved here in 1995 and didn't know anybody so when she got laid off in 2002, she was talked into doing it and she has met a lot of people through it.

Belcher asked what she thought the roll of urban trails is in St. Helens and she said it connecting neighborhoods and connecting the community within itself. She loves to walk and there are so many areas that don't have sidewalks and she thinks urban trails fills a void they have in fully accessible parks. If someone has a walker or wheelchair or powerchair, our parks are not very accessible at all. As far as parks within an hour of St. Helens, she would put us in the bottom of the barrel for wheelchair accessibility. Urban trails bring a level of accessibility for people to get out and see the community. She likes looking at yards and plants and architecture and it's one of the few things you can do for free anymore.

Shannon Mullican - She was born and raised in Columbia County and she works in construction so she actually tears down all the prettiness that is everywhere so she thought this would be a good way to give back. She has a 3<sup>rd</sup> grade son and two really big dogs that have to be out all the time so they use the trails all the time. She lives right next to the Botanical Gardens so they use those trails probably two to three times a week. They go to McCormick all the time and trying to get out and see more and do more is what brought her around to this. Also being involved will help her son know that being involved is how you get what you want where you want it. Dunn asked if there was anything specific she wanted to see in our parks that prompted her to apply and she said we are coming out of winter so we know everything is disgusting during winter. Over the last two to three years, there have been a

lot of updates and upgrades. She sees what Duggan does because her son goes to the Rec Center and some of the things there are fantastic how they bring them back around to McCormick. She is sure she will come up with things she sees as she goes. Dunn asked what her favorite park was and why and she said she loves the Botanical Gardens. Every season has its own things that are absolutely beautiful – different flowers, different foliage that pop up. In about a month, it is going to be a beautiful walk through there and that is one of her favorite things about it. Belcher asked what her job description is and what she does and she said she works for a mechanical contracting company that installs piping and she is currently on-site at Intel. They install the chemical piping and she is a project manager.

The fourth applicant didn't join the meeting so they will discuss the applicants during Discussion items.

#### 4. Grant Opportunities for Urban Trails

Duggan shared her screen about a Recreational Trails Program with a grant cycle schedule. She thought it might be a good thing to explore further with the urban trails we are looking at doing. She is wondering if they could make some sort of side committee to push this along and put it together. She can help fill in the pieces but will need help so is wondering if anyone has the capacity to help and time to look at the webinar on the 15<sup>th</sup>. April 30<sup>th</sup> is when the letter of intent is due. She has not had a lot of capacity to look through this and see what the guidelines are and if it would fit with Urban Trails. She is hoping those who have been doing the work in it could help her navigate through it to see if it would be a good opportunity for us. Dunn said she can help but can't attend the webinar but could sign up for it and hope they have a recording. She would be happy to review materials and if anyone else is interested, they could meet and discuss. Barlow said he would like to. He is busy but it interests him. Duggan said they would have to have a letter of intent by April 30<sup>th</sup> and the grant application is due June 15<sup>th</sup> for winter/spring funding. If they want to find a date when they could all meet, they could do it at the Rec Center if they were comfortable with that and they could hash out the details for the letter of intent. It may not be good right now but can be good for future opportunities. She is always looking for grants and has gotten about \$79,000 so far this year for the Rec Program and asked them to please send things to her if they see them.

#### 5. Possible Property Purchase or Trade

Belcher said there is around five acres of property for sale on the east side of the Botanical Gardens owned by Rich Bailey and Durrell Kearsley. He would like to see the City buy this property or trade for it. The Parks Master Plan says "As the population grows, the object is to provide enough additional acreage to maintain the jurisdiction's desired ratio of parks per 100,000 residents". In 2019, the population was 13,559 and the Portland State department that studies population and urban issues estimates St. Helens will grow by 4000 people in the next nine years. We have two nature parks totaling 9.8 acres. The Master Plan says we need a projected additional 21.4 acres in 2020. He thinks this would be a great opportunity to increase the size of the Botanica Gardens. If this land were purchased, the park would go from Belton Road all the way back to Grey Cliffs Drive. The City has the opportunity to get the land now before it gets developed and we lack enough nature parks and this would increase it and be a good deal. They are currently asking \$275,000 for the property and he doesn't know if that is the market value. His understanding is it would cost too much for infrastructure to make developing this property profitable for the current owners. They would be happy to sell it or maybe trade it. Maybe the City could trade a portion of the Millard Road property or some other property that he is not aware of.

Brown agrees with what Belcher said about the Master Plan but he focuses on current data which is the 2010 census but it still says we need more nature parks, like 15.9 acres. He knows Duggan is planning in the next year to start updating the Master Plan. We have talked about reclassifying some of the

parks with the consultant that comes in to do the Master Plan so everything is accurate so we can best utilize system development funds to do improvements. As far as the Millard property, he does not speak for the Council but from the direction he's seen from the Council so far, they intend to sell that property as one piece for a single developer to do a community development this includes walking trails, wetland mitigation and connectivity from front to back. The intention is to use some of those funds to purchase the Ross Road property to create the future softball/baseball complex park.

He went to the Botanical Garden for the first time about a month ago and that park does need some major improvement but he likes the idea of expanding it. If they decide to recommend the City purchase it, there is a lot of future development on the other side of the road for parking and that is one issue he had when he went there. He did want to throw out an idea. He thinks Civic Pride Park is under-utilized. A couple of years ago, we offered to give them the park to expand into an outdoor water area but they were not interested. He recently talked to the Planning Department about what it would look like if part of the park were developed. There is a sewer line that runs through the park but there is an area off to the left that is zoned as Mixed Use so could be developed. Off to the right is an area that could be kept as a smaller park. They mentioned a trade and since they are developers, he wanted to throw it out as an idea for a possible trade. There are plans on paper but he doesn't know what the future holds for Civic Pride and there are larger needs in some other parks and we have a small staff so it can be hard to maintain them.

Belcher asked if the City owns any lots here or there on streets that could be traded where Bailey and Kearsley would like to build on and Brown said a couple of years ago, they went through all the property the City owns and there were a handful of properties including Millard Road and three lots that they reached out to Habitat for Humanity and Community Action Team to see if they wanted to build homes on those lots. There are issues with sewer laterals that make them not the best place to put single family homes or just plain unbuildable. There are some bluffs where some mining was going to be done by a developer that the City ended up buying to avoid litigation and it is not zoned correctly and a lot of land use stuff that it has to go through so it's not ready for a developer. Other than that, there is not a lot of property the City owns that is buildable. Brewington asked him if he could check into any other properties that might be available and he said yes. He went over a map of Civic Pride showing them the possible developable area.

**Motion** made by Commissioner Blumenthal, Seconded by Commissioner Pettit to recommend that Council look into property for sale adjacent to the Botanical Garden and look at a portion of Civic Pride or other property Staff or Council thinks might be good to trade or buy the property outright.

Voting Yea: Chair Dunn, Vice Chair Mann, Commissioner Belcher, Commissioner Blumenthal, Commissioner Brewington, Commissioner Pettit, Commissioner Barlow

## OLD BUSINESS

### 6. Update on Identifying Parks Volunteers

Ingram said Kathy Payne was working on a new volunteer form with some kind of ID card last year and then Covid happened and it got put on the back burner. Payne will work on it and give them an update next month.

**DISCUSSION ITEMS**

Pettit said they have a work party this Saturday at Dalton Lake from 9 to 11 a.m. and Blumenthal is going to cut blackberries. They will be cutting blackberries and Ivy. They will meet at the kiosk but they need to park by the Columbia Humane Society.

Belcher said he wants them to think about a couple of things and we can put them on the agenda for the next meeting. He thinks the Columbia Botanical Gardens is mis-named. It's a nice name but he doesn't think it catches what the park is. Most of it is an old quarry and the bottom part is a wetland. Maybe it could be called the Old Quarry Botanical Gardens or the Italian Quarry Nature Park. He would like them to think about it until the next meeting and see if it is a good idea.

He also is wondering if we can change the name of this Commission to the Parks & Rec Commission. It was the Parks Commission and then changed to the Parks & Trails Commission and now we have a change of command and Duggan is in charge of Parks & Rec. Brewington and Dunn were not in favor of it. Dunn said we have full agendas every month just covering parks and trails stuff and the meetings usually last two hours and she worries that if they add recreation, they won't be able to cover everything they need to in the meetings. Duggan also said she thinks Zaher is also going to talk to them about that in the future. Belcher said maybe the City needs to look at forming a Recreation Commission. Brewington asked if they were under one budget now and Duggan said while they both come out of the General Fund but the Rec budget is still separate from Parks Operations.

Blumenthal said he had hoped Emily Martin would have spoke for a moment. She is with the Scappoose Bay Watershed Council and is their restoration person now and is heading up the 5<sup>th</sup> Street R.O.W. grant that is coming in. She also operates the Watershed nursery in Scappoose. They had 20 people show up yesterday for semi-annual tour with the Native Plant Society of Oregon and there were a lot of fawn lilies, chocolate lilies and trillium blooming right now. They got one of the Lions Club benches from the City and have made contact with the Lions Club about getting more benches and are going to start saving their plastic to add to that. They had their semi-annual work party a couple of weeks ago which was broken up into a morning and afternoon work session. They gave almost 52 hours in 5th St R.O.W. cleaning blackberries, trash and old tires and gave 51 hours in the park including planting and weeding. They acquired a new weedeater with a beautiful blade on it so that is why he thought he would use it at Dalton Lake.

There was a vote on the Commission applicants and the majority were in favor of appointing Brandon Sundeen.

**Motion** made by Commissioner Brewington, Seconded by Commissioner Belcher to recommend that Council appoint Brandon Sundeen to the Parks & Trails Commission to fill the vacancy that expires on 12/21/21.

Voting Yea: Chair Dunn, Vice Chair Mann, Commissioner Belcher, Commissioner Blumenthal, Commissioner Brewington, Commissioner Pettit, Commissioner Barlow

Houk gave an update on McCormick Park playground. He said they are working diligently and many items are up.

**ADJOURNMENT - 5:50 PM**



## PLANNING COMMISSION

Tuesday, April 13, 2021 at 7:00 PM

### APPROVED MINUTES

<b>Members Present:</b>	Chair Cary Vice Chair Hubbard Commissioner Webster Commissioner Semling Commissioner Lawrence Commissioner Pugsley
<b>Members Absent:</b>	Commissioner Cavanaugh
<b>Staff Present:</b>	City Planner Graichen Associate Planner Dimsho Community Development Admin Assistant Sullivan Councilor Birkle
<b>Others:</b>	Damia Hall Andrew Schlumpberger Lindsay Schlumpberger Dr. Rosemary Clement Charles Castner Derek Fraser Steve Pegram

#### 1. 7:00 P.M. CALL TO ORDER & FLAG SALUTE

#### 2. CONSENT AGENDA

- A. Planning Commission Minutes dated March 9, 2021

Minutes were not approved, because the minutes were not included in the packets for review. These will be added to next month's agenda.

#### 3. TOPICS FROM THE FLOOR (Not on Public Hearing Agenda): Limited to five minutes per topic

There were no topics from the floor.

#### 4. PUBLIC HEARING AGENDA (times are earliest start time)

- B. 7:00 p.m. Continued Deliberations for PT.1.21 – Schlumpberger (Public Hearing Closed)

City Planner Graichen gave a small recap of the previous application that was withdrawn. He explained how this new application needed a new decision and that the old record was requested to be included in the new file. He said previously they discussed road access, but the Commission can discuss anything that was included in the record to make their decision.

There was a discussion on the access of the road and whether it was sufficient.



Commissioner Pugsley said she had a concern that the road does not meet skinny street standard. She expressed concern that with future development of the large property that is on the real estate market on Grey Cliffs Drive., there will be a similar discussion again.

There was a small discussion about changing the size of the road. The Commission discussed if a fee could be applied to each new development for the road improvement or to bring it up to standard.

There was a small discussion about how many parcels access this road. The Commission also discussed what an appropriate number of parcels or development should be.

Vice Chair Hubbard asked about the Road Department and if they had any comment on the access of the road. Graichen said no they did not.

There was a small discussion about fire access and adding fire sprinklers to the new development. Chair Cary mentioned the emergency vehicle hammerhead turnout. He asked if it was determined by a traffic engineer or who determined where it should go. Graichen mentioned it was added to the plan after the first appeal and the design came from the locally adopted Fire Code.

There was a discussion about the driveway for the vacant parcel and the public improvements proposed for the blind corner on Belton Road.

Graichen also mentioned that the applicant mentioned limiting their development to only one dwelling. He noted his concern about the long-term viability of such limitation.

There was more discussion on the size of the road and that it was not an appropriate size for all the dwellings it serves and could serve in the future. There was more discussion on the driveway design for the applicant.

**Motion:** Upon Commissioner Pugsley's motion and Commissioner Semling's second, the Planning Commission unanimously denied the Partition based on inadequate access. [Ayes: Vice Chair Hubbard, Commissioner Semling, Commissioner Webster, Commissioner Lawrence, Commissioner Pugsley; Nays: None]

**Motion:** Upon Commissioner Lawrence's motion and Commissioner Webster's second, the Planning Commission unanimously approved the Chair to sign the Findings when prepared. [Ayes: Vice Chair Hubbard, Commissioner Semling, Commissioner Webster, Commissioner Lawrence, Commissioner Pugsley; Nays: None]

### **C. 7:30 p.m. Annexation at SW Intersection of Kavanagh Ave & Firway Lane – Comfort**

Associate Planner Dimsho entered the staff report dated April 5, 2021. Dimsho introduced the proposal to the Commission as presented in the staff report. She mentioned the applicant is developing a travel trailer park. The project started under the County's jurisdiction and as part of the approval he is required to connect to City sewer. The applicant will be connected to McNulty water. She said the property is just over three acres in size. It will be zoned Highway Commercial. She said the utilities can support this project.

Chair Cary asked about the wetlands and whether they had been delineated. Dimsho said that did not apply in this case.

Vice Chair Hubbard asked if there would be permanent travel trailer spots. Dimsho said the City was not allowed to limit the time a travel trailers can park within permitted travel trailer parks.

### **In Favor**

No one spoke in favor.

**Neutral**

No one spoke in neutral.

**In Opposition**

No one spoke in opposition.

**End of Oral Testimony**

There were no requests to continue the hearing or leave the record open.

**Close of Public Hearing & Record**

The applicant waived the opportunity to submit final written argument after the close of the record.

**Deliberations**

There were no deliberations of this matter.

**Motion:** Upon Vice Chair Hubbard's motion and Commissioner Lawrence's second, the Planning Commission unanimously approved the Annexation as written. [Ayes: Vice Chair Hubbard, Commissioner Semling, Commissioner Webster, Commissioner Lawrence, Commissioner Pugsley; Nays: None]

**D. 7:45 p.m. Variance at 164 S 1<sup>st</sup> Street – Steve Pegram & Paula Sheeley**

Associate Planner Dimsho entered the staff report dated April 5, 2021. Dimsho introduced the proposal to the Commission as presented in the staff report. She mentioned the property was considered a through-lot with frontage on two streets. She said the applicant received a street vacation because a significant portion of their deck encroached in the right-of-way. She said this made their lot bigger than the standard lot. It is now a 6,960 square foot lot and the right-of-way vacation brought the structures in the back into compliance. She said the original redevelopment plan proposed a second level. After the notice was sent for a Site Development Scenic Resource Review, there was feedback from neighbors about the proposal obstructing views of the Columbia River. Dimsho said she provided the feedback to the applicant and he decided to eliminate the second level and redraw the plans. Dimsho covered some of the additional conditions of approval for the setback variance with the Commission.

**Pegram, Steve. Applicant.** Pegram was called to speak. He said he had already determined that they would not block any neighbor's view of the river. He said after the neighbors complained about their view being blocked, he changed the plans and were removing the second level. He discussed a few other changes that would be made to the project on the new set of plans. He said they planned to do a permeable driveway to help with storm water run-off.

**In Favor**

No one spoke in favor.

**Neutral**

No one spoke in neutral.

**In Opposition**

**Clement, Rosemary.** Clement was called to speak. Clement lives at 155 S. 1<sup>st</sup> Street. She mentioned that it would significantly impact her view. She thanked the applicant for changing the plans to correct the issue of their view being obstructed. She mentioned she was not happy with the Planning Department's communication to the neighbors. She said the letter required them to provide photos and

documentation to prove that it hindered their view. She also said the amount of time given to them was not enough to review and make a complaint.

**Castner, Charles.** Castner was called to speak. He lives at 155 S. 1<sup>st</sup> Street. He said it was difficult to respond to the letter sent to them with the limited timing they were given. He said he felt the way the Planning Department and their process for notifying neighbors needed to be changed.

**Fraser, Derek.** Fraser was called to speak. He lives at 167 S. 1<sup>st</sup> Street. He said he was thankful that the applicant changed the plans to not hinder the view of his home. He was not happy with the timelines or the process of notifying neighbors and he would like to see those changed.

### End of Oral Testimony

There were no requests to continue the hearing or leave the record open.

### Close of Public Hearing & Record

The applicant waived the opportunity to submit final written argument after the close of the record.

### Deliberations

There was a small discussion about the garage setback and driveway and how it would affect the view from the street.

There was a small discussion about the design and if it will match the consistency of the street.

**Motion:** Upon Commissioner Webster's motion and Commissioner Semling's second, the Planning Commission unanimously approved the Variance as written. [Ayes: Vice Chair Hubbard, Commissioner Semling, Commissioner Webster, Commissioner Lawrence, Commissioner Pugsley; Nays: None]

**Motion:** Upon Commissioner Webster's motion and Commissioner Pugsley's second, the Planning Commission unanimously approved the Chair to sign the Findings when prepared. [Ayes: Vice Chair Hubbard, Commissioner Semling, Commissioner Webster, Commissioner Lawrence, Commissioner Pugsley; Nays: None]

### 5. PLANNING DIRECTOR DECISIONS (previously e-mailed to the Commission)

1. Temporary Use Permit at 175 Bowling Alley Lane – CCPOD, LLC
2. Temporary Use Permit at 555 S Columbia River Hwy – Juana Delgado
3. Temporary Use Permit at 2225 Gable Road – Brent Paintner

### 6. PLANNING DEPARTMENT ACTIVITY REPORT

- E. March Planning Department Report

### 7. FOR YOUR INFORMATION ITEMS

Commissioner Webster mentioned a 31-unit apartment complex being built (not in St. Helens) with no parking because they are by a bus stop.

### NEXT REGULAR MEETING: May 11, 2021

*There being no further business before the Planning Commission, the meeting was adjourned 9:08 p.m.  
Respectfully submitted,*

*Christina Sullivan  
Community Development Administrative Assistant*



## PLANNING COMMISSION

Tuesday, March 09, 2021 at 7:00 PM

### APPROVED MINUTES

**Members Present:** Chair Cary  
Vice Chair Hubbard  
Commissioner Webster  
Commissioner Semling  
Commissioner Lawrence  
Commissioner Pugsley  
Commissioner Cavanaugh

**Members Absent:** None

**Staff Present:** City Planner Graichen  
Associate Planner Dimsho  
Community Development Admin Assistant Sullivan  
Councilor Birkle

**Others:** Damian Hall  
Andrew Schlumpberger  
Lindsay Schlumpberger  
Ron Schlumpberger  
Tracey Hill  
Jerry Belcher  
Daniel Kearns  
Tim Ramis  
Al Petersen  
Robin Nunn  
Steve Toschi

#### 1. 7:00 P.M. CALL TO ORDER & FLAG SALUTE

#### 2. CONSENT AGENDA

A. Planning Commission Minutes dated February 9, 2021

**Motion:** Upon Commissioner Semling's motion to approve the minutes as written with a typographical error correction and Commissioner Webster's second, the Planning Commission unanimously approved the Draft Minutes Dated February 9, 2021. [AYES: Commissioner Pugsley, Commissioner Webster, Commissioner Semling, Commissioner Lawrence, Commissioner Cavanaugh, Vice Chair Hubbard  
NAYS: None]

#### 3. TOPICS FROM THE FLOOR (Not on Public Hearing Agenda): Limited to five minutes per topic

There were no topics from the floor.

#### 4. PUBLIC HEARING AGENDA (times are earliest start time)

**B. 7:00 p.m. Partition at 160 Belton Road – Andrew & Lindsay Schlumpberger**

City Planner Graichen presented the staff report dated March 1, 2021. He said this was a reboot of a two-parcel land division. It started at the administrative level in the year 2020 and worked its way up to the Oregon Land Use Board of Appeals (LUBA). He said they have adequate utilities available to the property through a water line and a septic STEP system. He showed where there are buffers between the property and the wetlands and said there was still adequate space to build and keep the wetland buffer in place. He mentioned the road is a dead-end public street and is less than 20-feet in width with a significant amount of parcels that access it. He talked about the blind corner and that it was an important area to be able to see if anyone is coming. He talked about the benefits of having a turnout at the blind corner. He said to require a turnout, they would have to consider the Private Road Standard not the Public Road Standard. Because the access situation is different, it allows for them to potentially apply private road standards instead of public road standards. He said for the original application, there was a drainfield easement and that the easement obstructed access to this parcel. That was the key basis behind the Commission's denial of the original application. He said that easement no longer exists and so the application to LUBA was withdrawn and then this new application was applied for.

Commissioner Webster asked if the driveway was a shared access to both parcels in the partition. Graichen said it could end up being that way when it is finished. He said there is a minimum ten-foot-wide driveway for the new building.

### **In Favor**

**Hall, Damien. Applicant.** Hall was called to speak. He is the attorney for the applicant. He mentioned that the applicant would like to separate their two-acre lot into two different one-acre lots with one single-family dwelling on each parcel. He said that the applicant proposed a few conditions of approval on their own, including limiting development to one single-family dwelling and executing a reasonable future street improvement. He mentioned the prior application and that there were several points of mutual agreement between all those who testified and the staff. Most importantly, the septic drain field easement no longer exists. He mentioned that the current application meets the criteria of base zone R10 standards. He said there are adequate public facilities available handle dividing the property. He said as far as the road and the improvements required, he mentioned the applicant was willing to make street improvements according to what the Planning Commission decided. He said the applicant is open to a 90-degree turnout based on the staff recommendation.

**Schumpberger, Andrew. Applicant.** Schlumpberger was called to speak. He said he worked for the Fire Department for fifteen years and since the safety of Belton Road was brought up, he wanted to share some of his research. He had checked the Fire Department records and St. Helens Police records and he said there had been no documented accidents in the last 20 years on Belton Road. He said the Fire Department has no issues accessing any of the properties located on Belton Road. He also said they had two fire marshals come and check out the access for the proposed partition, and they did not mention any access issues. He said there would be three additional turnouts with an approval of the proposed Partition, as this was a requirement for approval. He said that would be a significant increase in safety measures for the road. He mentioned there are other streets in St. Helens that are much smaller with more accessing properties.

**Schlumpberger, Lindsay. Applicant.** Schlumpberger was called to speak. She said that she had multiple neighbors who support the proposed Partition. She said they did not want to create any divide between them and their neighbors. She said they just want to be able to use their property to build a home for more privacy. She said with the new guidelines coming out in July for duplexes, they could build a second dwelling without the partition. She said, however, that they do not wish to overdevelop the private land. She said their intent was to have one single home and live as a family to maintain the

privacy of the neighborhood. She said they are willing to take on the extra expense of the road and street improvements to help improve the safety of their neighborhood.

**Schlumpberger, Ron.** Schlumpberger was called to speak. He lives at 1400 Second Street in Columbia City. He talked about Belton Road. He said the reason it was underdeveloped because of basalt rock. He said the streets are narrow, but that does not mean they are unsafe. He said the applicants have done everything they have been asked to do and are trying to do the right thing.

**Belcher, Jerry.** Belcher was called to speak. He lives at 105 Belton Road. He supports the application. He said he has served on several Commissions in the City. He said they have lived here for over 29 years. He said after partitioned, both parcels would be over one acre in size. He said he had concern about the safety of the road. He said the City has resurfaced the road and that the City does maintain it. He said the 90-degreeturn in the road is the major issue. He said there is a turnout at the end of the road and many large vehicles use it to get in and out, including ambulances, delivery drivers, trash trucks, etc. He has never heard of a vehicle-pedestrian accident on the road. He said in the last month he has only met two vehicles on the road. He also said that traffic studies have shown that narrow streets reduce traffic incidents. He said those looking to leave the area, it is somewhat difficult if they meet a vehicle coming into the area. He said if there was a turnout there it would make that much easier. He also said he saw there was a hammerhead that was proposed, and he said that was a great way to give access to the Fire Department to access all the homes in the lower area of the street. He felt if both the hammerhead and the turnout were included, he recommended approval of the application.

### **Neutral**

No one spoke as neutral testimony.

### **In Opposition**

**Kearns, Daniel.** Kearns was called to speak. He said he was a Land Use Attorney, and he represents a neighbor, Tracey Hill, who lives at 250 Belton Road. He said he submitted a new record and asked for the previous records from the first Partition to be included in these proceedings. He also asked that the record be left open for at least seven days to respond to any new evidence that might come in. He said when you create a lot it gives an entitlement to build a house. He said Belton Road is smaller than the skinny street standard. He said there is no evidence that there have been any issues with safety, but the standards are set to keep the streets safe. He mentioned the Commission was being asked to create a new lot with development rights, when there are already several underdeveloped lots in this area. He asked at what point would there be too many dwellings being served by this roadway. He said there is no way the Commission can condition this application to bring Belton Road up to the street standard.

**Hill, Tracey.** Hill was called to speak. She lives at 250 Belton Road. She mentioned that the applicant brought in heavy equipment to remove trees and vegetation without the City's permission. She said they continue to ignore the rules and seem to feel entitled to do whatever they want. She said the applicant has intimidated people into agreeing with them. She said the applicant sued her about the drainfield easement and appealed the previous decision by the Planning Commission to the Land Use Board of Appeals. She said they offered her money to support the partition application.

### **Rebuttal**

**Hall, Damien. Applicant.** Hall said the property is over two acres. He said it is in a zoned residential area. He said there are several limitations to what the City can do to stop development on residential-zoned property. He went over the criteria of approval that apply to partitions. He realizes Belton Road does not meet the street standard of the City Code, but that does not mean the partition should be

denied. He said this property does have adequate access to public utilities. He said the applicant has offered different solutions for road safety improvements. He said this application can be conditioned to meet standards.

Graichen mentioned that the condition where the City would restrict the use to one dwelling could be an issue. Hall said if the Applicant is self-imposing this as a solution; it is a condition that can be used by the City if they choose.

Tim Ramis, Land Use Attorney for the City, asked if the memorandum for a future improvements guarantee, a part of the applicant's voluntary conditions, was what they were imposing for approval. If so, what would be the content of this guarantee? Hall said the future improvement guarantee was mentioned in the City code as something that could be accepted instead of street improvements if one or more of the following conditions existed. Hall said they believe the conditions that are mentioned here do exist. He said this means the Schlumpbergers would pay their fair share for any improvements that were made by the City. Graichen said the proposed turnout would meet the conditions for approval the way the application is written. He said that is if the Planning Commission did not impose any other conditions for approval for access.

### **End of Oral Testimony**

There was a request to leave the record open for written testimony and for final written argument. As such, the public hearing will continue in written form. Graichen said the first period will be held open for seven days to receive written testimony. If there is written testimony received, there will be an additional seven days to responds to that testimony. At this point, the record would close.

Then, the applicant may provide a final argument. The first period for response will end at 5 p.m. March 16, 2021 and the second period of response will end at 5 p.m. March 23, 2021. The deadline for final written comment is 5 p.m. March 30, 2021. The applicant agreed. Deliberations were set for Tuesday, April 13, 2021 at 7:00 p.m.

### **C. 8:00 p.m. CPZA.1.21, 2021 Development Code Amendments – City of St.**

#### **Helens**

City Planner Graichen presented the report dated March 1, 2021. He said the development code is how a municipality regulates development. It includes zoning, what you can do where, landscaping, etc. He said when adopting development code, there are processes you must go through. He said there is a process where you notify the Oregon Department of Land Conservation and Development 35 days in advance of the first hearing to make sure we are following Oregon guidelines, etc. He said the development code amendments are to comply with House Bill 2001 and some miscellaneous housekeeping text amendments.

House Bill 2001 is about advancing the missing middle. He said it is the area between a single-family dwellings and a large multi-family complex. He said being a "medium city" per House Bill 2001, they are mostly looking at duplexes.

Graichen said they sent notice to all the properties this new House Bill would affect, about 4,000 notices. He mentioned some of the areas for zoning where duplexes were not allowed or in areas where a Conditional Use Permit was required. Those restrictions would end with this new House Bill.

Graichen said City Council also wanted to allow two detached units anywhere duplexes will be allowed. Given this desire, he added distance standards between structures on the same lot. The Commission discussed the tiered system for these standards based on zoning. He said the maximum lot coverage is proposed to change from 35 percent to 40 percent for all residential zones except Apartment Residential, which is already more. He said they were changing the minimum lot size and dimensions

for the Apartment Residential zone to be the mid-point between what is required for duplexes now and what is required for detached single-family dwellings.

He said when looking at two detached dwellings, they must consider corner lots too. He said they relooked at the rules that allows projections into required yards. He talked about the allowance of covered porches. He also mentioned chimneys, eaves and how they were allowed on all sides and said those were not changing. He said they are changing the flanking street side where currently an uncovered porch was allowed. They are going to make it a requirement for a covered porch. He also mentioned stairs and landings.

He brought up the issue of parking. He said currently the standards require two spaces per dwelling unit, which is four spaces for a duplex. He said with the new code change, they are restricted to requiring a maximum of two parking spots for duplexes. He said currently they do not allow tandem parking, but they are considering if tandem parking should be allowed.

He talked about the new lot sizes and how they relate to on-street parking. He said with a 40-foot wide lot, the standard 18-foot driveway still provides room for a car to park on the street. With narrower lots, this becomes a problem. He asked the Commission to consider tandem parking which would require a minimum of 10-foot driveway width which would provide more room for on-street parking and less driveway interruption for those using the sidewalks.

He spoke about street hierarchy. He said there are different street classifications and different standards. One of the standards that differentiates street types is the right-of-way width. He said the reason they have those widths are to accommodate certain street cross sections. He showed some standards between two differing Skinny Street standards. One standard is for a 26-foot pavement standard to accommodate a 20-foot street for two-way traffic and a six-foot wide on-street parking. There is also a 20-foot paved width without on-street parking. The proposal is to get rid of the 20-foot standard all together and change the 26-foot to 28-foot width to accommodate a better on street parking area.

He spoke about driveways and the current standards. He said they do not currently allow two driveways, but with the new duplex rule, are considering two driveways as an option. He said the idea is to allow for more off-street parking. He said for a corner lot you can currently have two driveways if there is a duplex being built, but the new code will allow for more opportunities for two driveways.

He mentioned there were a few other small updates to the Development Code. He said the Building Code changed some of their rules for signs which triggered the need to alter the sign code slightly. He said in RV parks there is a limit of 30 days for a maximum stay, but because of State law they cannot impose a maximum stay. He said in subdivisions, they used to reserve strips of land to control, but this has been replaced with language on the plat. He also said there was some clarification about sensitive lands and land partitions in subdivisions as well. He talked about how the Houlton Business District and Riverfront District zones have a fee in lieu of off-street parking requirements, but it has never been used and is not likely to be used in the future. He also said there is a Scenic Resource Review provision and they are proposing to add a minor area to that: River Way.

He talked about other methods for affordability for the missing middle. He said they could recommend different options such as waiving system development charges, a variety of property tax exemptions, or even assessing a construction tax. He said currently they do offer system development fee payment plans. He also said system development charges are based on meter size, so if two units share a meter, this could reduce fees.

Commissioner Puglsey asked about how would no on-street parking on Skinny Streets would be enforced or implemented. Graichen mentioned that they were doing away with the 20-foot standard



altogether because of the difficulty of enforcement. Typically there is "No Parking" signage or a yellow painted curb. He said as far as enforcement, if it is posted, the police can enforce it. He said that because the police are so busy with other things, it would likely only be enforced on a complaint basis.

Commissioner Pugsley also asked about the encroachments and asked if decks and steps were considered the same. Graichen said they were not considered the same. He mentioned that on the perimeter the covered or open porch was allowed, with restrictions on the flanking side. He said-between buildings, it was proposed to be strictly stairs and landings.

Commissioner Pugsley also shared concern about destruction of historic homes for new duplexes. She asked if old Covenant, Conditions, and Restrictions (CC&Rs) restrict duplexes, could the nationally registered Historic District also restrict duplexes? Graichen said the Historic District is a designation by the Federal Government. It is not a regulatory overlay. Commissioner Pugsley asked if someone proposed to add something to a lot that was considered historic, would the Historic Landmarks Committee have the opportunity to review that proposal? Graichen said no they would not. He said only if it was a locally designated landmark, they could.

Commissioner Semling asked about driveways on corner lots and if the distance to the corner would change or stay the same. Graichen said they would stay the same. Commissioner Semling mentioned that most garages are not used for parking, they are used for storage. She asked how this would impact the proposed tandem parking changes. She was curious how they would be able to enforce that. Graichen said this was a good argument for not allowing tandem parking, but requiring the status quo side-by-side parking.

Chair Cary asked about the standards for sheds that do not meet the size requirements for permit. Graichen said that if the shed is too small to require a permit, then the standard yard requirements along the perimeter would not apply, but there is a rule that says no portion of the shed is supposed to be closer than three feet to a property line. He said that same principle would apply to the building separation rule.

### **In Favor**

No one spoke in favor.

### **Neutral**

**Toschi, Steve.** Toschi was called to speak. He lives at 215 River Street. He said that wider streets result in less congested development. He said there tends to be a free flow of neighborhoods. He said tandem parking is a way to develop narrower buildings and it does work. He felt the Scenic Resource Review is a good ordinance to keep around but has presented some challenges for those who have wanted to develop on streets with those restrictions.

### **In Opposition**

**Petersen, Al.** Peterson was called to speak. He has an office at 101 St. Helens Street. He expressed concern about the definition of duplexes and how it was being defined in the Development Code. He said the definition was not changing with the amendments. He said he sent the Commission a couple definition changes for consideration. He also did not agree with adding an additional street to the Scenic Resource Review. He feels the entire chapter in the code for Scenic Resource Review should be eliminated. He does not think the density of development should be changed on Skinny Streets.

**Nunn, Robin.** Nunn was called to speak. She lives at 100 Belton Road. She mentioned the single car garage is used more for storage or extra living space. She also said the tandem parking was not a good

idea, because every time you must move a vehicle, it creates more problems. She said she was concerned about the on-street parking and the hazard it creates for those who are driving. She felt the tandem parking made for less available parking. She was concerned about the extra housing and how it might create problems in the future for parking. She was especially concerned about adding more houses and development on roads that are considered skinny streets.

### **End of Oral Testimony**

There were no requests to continue the hearing or leave the record open.

### **Close of Public Hearing & Record**

The applicant waived the opportunity to submit final written argument after the close of the record.

### **Deliberations**

Graichen mentioned that he agreed that the Planning Department should look at the multi-family dwelling development code. He said his approach to reviewing development code is thorough and detailed. He expressed that the Planning Department was not lazy in their review of this code, wanted to put out a quality product and stay on schedule. He also clarified that in legislative actions, there were a few things that had already happened that prevent them from adding things that are somewhat alien to the amendments. He said one is the City Council must approve the concept before moving forward with the adoption process. The staff is also required to send their amendments to the State of Oregon 35 days before the first hearing. He said if they start adding significant changes this late in the game, it causes issues.

There was a small discussion about each item to add to the recommendation. There was also a small discussion about affordable housing.

**Motion:** Upon Commissioner Pugsley's motion and Commissioner Webster's second, the Planning Commission unanimously recommended approval of the Development Code amendments to the City Council with slight modifications as discussed. Vice Chair Hubbard did not vote due to his absence from this portion of the meeting. [Ayes: Commissioner Semling, Commissioner Webster, Commissioner Lawrence, Commissioner Pugsley, Commissioner Cavanaugh; Nays: None]

## **5. PLANNING DEPARTMENT ACTIVITY REPORT**

F. February Planning Department Report

## **6. FOR YOUR INFORMATION ITEMS**

Dimsho mentioned the upcoming deadline for the ethics forms that needed to be submitted.

### **NEXT REGULAR MEETING: April 13, 2021**

*There being no further business before the Planning Commission, the meeting was adjourned 11:41 p.m.*

*Respectfully submitted,*

*Christina Sullivan  
Community Development Administrative Assistant*

# City of St. Helens

## Consent Agenda for Approval

### CITY COUNCIL MINUTES

Presented for approval on this 19<sup>th</sup> day of May, 2021 are the following Council minutes:

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2021

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- Special Session Minutes dated April 15, 2021
- Work Session, Executive Session, Public Forum, and Regular Session Minutes dated April 21, 2021
- Work Session, Executive Session, and Regular Session Minutes dated May 5, 2021
- Special Session Minutes dated May 10, 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

### Special Session Minutes

April 15, 2021

*This meeting was held at the Recreation Center.*

**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  
Rachael Barry, Government Affairs Specialist  
Tina Curry, E2C, Tourism Coordinator (Contracted)

<b>Others:</b>	Jeremy Ruark	Stephanie Patterson
	Don Patterson	Brady Preheim
	Christina Sullivan	Tommy Sullivan
	Bill Eagle	Dana Lathrope
	Sidney Sullivan	Craig Jenk
	Claudia Eagle	Molly Matask
	Philip Stanton	Nancy Ward
	Jaime Smith	Antonia Doggett



At 5:02 p.m., Mayor Scholl opened the Special Session. The topic of this meeting is to review the tourism program and discuss future plans.

### Public Comment

\*Brady Preheim: He read his comments.

*"April 15, 2021*

*St. Helens City Council:*

*I am surprised to see a meeting on tourism, as it was just a few weeks ago that it seemed that members of the city council did not even know we had a tourism program as they asked on the record, Who is E2C, and why are we paying them \$10K ?*

*For those of us not living under a rock, we are well aware that Tina Curry, our contracted tourism director and E2C has been working in St. Helens for going on 7 years.*

*For those of us not living under a rock, noticed the 50K people that show up for Halloween each year.*

*For those of us not living under a rock, we have noticed that Halloween town EXPLODED into an internationally recognized event selected by Martha Stewart in a National magazine as the 3<sup>rd</sup>*

*best place in American to go for Halloween*

*Those of us not living under a rock know that for the 2019/2020 fiscal year, E2C made over \$18K for the city, and brought more than \$.5 million of events to our city, including 13 Nights on the River, Christmas Tree lighting, 4<sup>th</sup> of July. We also know that Halloween town alone brings in millions of dollars to our local economy. We also know that despite covid, when the entire country was shutting down, E2C had the Halloween town event. That event made MORE MONEY last year than in 2019, despite limited tickets, social distancing and the additional expense caused by covid and additional staffing - WITHOUT a SINGLE CASE of covid from these events.*

*Those of us not living under a rock also know that this event helped to saved several struggling downtown businesses that were already on the brink because of covid - some of those business even made more \$\$ in 2020 that at any other time their history.*

*Those of us not living under a rock are aware that some people don't like Halloween town. These people don't want THOSE people coming here. Halloween is not my thing either, even though it is hard to resist the urge to pull my Uhuru costume out every year...But we need jobs. We have almost no industry left.*

*Tourism is about the only thing St. Helens has going for it right now. It is not a total solution for the needed for new jobs, but it is a start in the right direction. Without it, our downtown would be closed. Pre-Tina half of downtown was empty. Now, every space is full or in development. New thriving business like Molly's Market, Running Dogs Brewery and the Plymouth Pub have opened up and are greatly needed and appreciated.*

*Those of us not living under a rock know that each year E2C brings new events to St. Helens like Kite club, Sand Island castle contest, the human gerbil balls and the LumiNights Lantern festival.*

*For those of us not living under a rock, the only tourism question you should be asking is where do we place the gold stature of Tina Curry? Do we place it in the center of the Plaza where there is already a spot for it? Or do we create a dedicated space as part of the waterfront development? Or, my favorite plan, place it in the middle of HWY 30 and Columbia Blvd with a huge welcome to Tinaville sign.*

*Sincerely,  
Brady Preheim"*

*\*Bill Eagle. He is part of the Kiwanis Club of St. Helens. He really appreciates what Halloweentown has done to the community. Thanks to Halloweentown, the service organizations have been able to help children in the community. He certainly hopes that we can continue with it. He is very happy and hopes to see it continue in the future.*

*\*Stephanie Patterson. She loves tourism. And loves what she's been able to do with tourism the past couple of years. She said that in 2020, Halloween tourism nationwide was expected to drop \$8.05 billion. That did not happen in St. Helens. We should be very proud of this. \$79 per family average four years ago...now it is up to \$90. There are a couple merchants that could not be here tonight. She read a letter from Andrew Bliss from Bemis Printing.*

*Letter from Andrew Bemis, Bemis Printing:  
"April 15, 2021"*

*To Whom It May Concern:*

*I am not able to attend tonight's meeting, so I thought I would write my thoughts about Tina Curry, Tourism Director.*

*I have worked with Tina since she started with Tourism. She keeps us very busy during the summer months with printing signage, flyers, maps, cards, etc. for all the events, especially Halloweentown. Bemis Printing has been in Old Town St. Helens since the early 70's, I have been here since 2004. I have never seen more people coming through the downtown area than when her events are taking place. As a business owner in St. Helens, I know that she is increasing business and bring awareness to this town. Thank you, Tina, keep up the good work!*

*If you have any questions or concerns, please feel free to contact me.*

*Andrew Bliss  
Owner  
Bemis Printing & Graphics"*

Then Patterson read a letter from Jilly Owens who owns Jilly's on First Street.

*I have been in business in St. Helens for 30 years and I have always tried to stay out of politics. My opinion was to open my business daily and treat people with respect and generosity. This, to me, is what business owners should do to represent the goodness of our St. Helens.*

*It has come to my attention that there are those who want to relieve Tina from her duties. This would be a most detrimental action for our downtown. Tina is a wonderful girl who works hard for our tourism. She has helped to make Halloweentown what it is today. People come into my store and regale our festivities! She works very hard for all of us and I, for one, appreciate her efforts!*

*Sometimes I believe politics are fueled by prejudice and hearsay. I feel this is the basis for claims against Tina.*

*To summarize, let Tina do her magic by continuing her endless hours of work and creative ideas!*

*Sincerely,  
Jilly Owens*

Patterson said that she has had the pleasure of working with Curry. Curry is very dedicated.

\*Dana Lathrope. She thinks it's great that the Council is looking at tourism. She expressed gratitude for all that Halloweentown has brought to our community. She encouraged the Council to move forward and cooperate with other groups in the city when it comes to tourism. Her only personal comment is to encourage and improve communication with the downtown businesses. Last year, there was some confusion with regards to what was going on. She just would like to have more communication.

\*Nancy Ward. She wanted to say that she supports Curry. She doesn't know why on earth there is any question about Curry continuing. She will say that when she first heard about Halloweentown, she felt it had disaster written all over it. But it didn't. From her standpoint, we all care about what happens in St. Helens. She would like to see this Halloweentown be just as successful as the last one.

Mayor Scholl explained what the purpose of this meeting is for.

Councilor Birkle said that he is very surprised. When he was running for the Council, he heard some concerns about tourism. He made a point of meeting with Curry. He listened. He is fulfilling his responsibility that he swore to, to honestly and faithfully perform his duties as best as he can. He is responsible for spending money wisely. He has a necessary duty to understand how the program runs and to discuss these things. He is not anti-Curry or anti-Halloweentown. His hope in this discussion is to discuss tourism, not just Halloweentown. Tourism is more than Halloweentown. It is more than these other activities. What is wrong with asking questions? He asks questions because he wants to understand so that he can base his decisions on the facts. If anybody has questions, he is accessible to anybody. He feels attacked.

Mayor Scholl explained what the purpose of the meeting was for and where the tourism tax dollars comes from (hotel/motel tax).

City Administrator John Walsh explained a little bit about the history of tourism. He said that he has included in the packet for this meeting the current personal services agreement with E2C and the RFP from when she was hired. Is tourism about the tourists? About the residents? Or about the local businesses that are affected by it? We want to have an active and vibrant community.

Councilor Topaz wished to clarify that this "tax" is very specific. It is a tax. The City is imposing this on a select group of people.

Tina Curry commented that the revenues generated for tourism is to cover 100% of all the expenses that it takes to create and make the events happen. The majority of the money is being spent within the community, whether it's for hiring someone in the community, or bands, or people to help with props. This is not an income stream that has ever happened in St. Helens. When she started, there was nothing for her to build upon. People want to be a part of this, but many do not want to pay. She is hired to do a job because she knows how to do it. It's not like other departments in the City. It's kind of like a contractor for the computers...you say you want the computers to work...you expect the computers to work. It's the same with tourism. Not to look under the hood to see how many guys I had to hire today to make it work. You're hiring for a result. Hopefully, I am delivering the result. If you're not happy with that, than I'd like to know.

Walsh said that we have tourism to drive the local economy. We now have high profile developers coming to our community.

Mayor Scholl said that the purpose here is to draw people to our quaint little town that is undiscovered. He's a fisherman. He mentioned that people don't know about the downtown area.

Curry said that one of the points made is important. The big event is Halloween. She's already getting emails about Halloween. Halloween is going to be from the middle of September to the end of October. A lot of people come in the spring and during Christmas because of what happens in the fall. Of course, we aren't doing Halloweentown 24/7. She is creating events that are outside of her contract. There is a Sand Island corporate team building experience. It's very hard to have all these events and not charge people. It's not that they aren't building more things for people to come here. We are competing with all the other riverfront areas. We have to keep developing wings and arms on our one centerpiece event but it doesn't have to have anything to do with Halloween. Her job is to bring people here. One of the biggest focuses she has had, from talking with merchants, is ideas to try new things.

Mayor Scholl said that since Councilor Locke got on the Council, there had been five different

tourism directors throughout the years. All last about 2-3 years. Curry has lasted longer than any of them. There's a pattern of insanity. Trying the same thing over and over again and expecting different results. We do tweak it every year.

Councilor Topaz said that Curry mentioned this is a business. People want things for free. There are a number of community groups that work on doing things, such as parades. If we are going to have a business do this, we need to audit it so that we know what's going on. We need to prove it. A lot of arguments would go away. If we can't get our local community organizations to be a part of this, we are in trouble. A lot of our moneys used to be generated by the big mills. We need to be accountable.

Mayor Scholl asked Councilor Topaz to clarify if he was suggesting that the City hire Curry as a City employee? Topaz responded, "No," but that we need to see accountability. Council President Morten asked Topaz to clarify himself. Topaz said that we need something going on 360 days per year that encompasses a lot of people.

Councilor Chilton said that Halloweentown is not tourism. She said we have a lot of resources on our waterfront and that we have to look at the long-term investment of tourism. She said Halloweentown is going to die out. It cannot be the core of tourism. We have great resources here.

Mayor Scholl said, "It's not going away." He mentioned the fact that volunteers get burned out. We need other organizations to help out.

Councilor Topaz said that we used to have street dances from other groups. These things have cycles...here a few years and then they go away.

Curry agreed with Councilor Topaz and said that there are so many community members involved with everything she does for tourism. They work with the Kiwanis, Rotary, Boy Scouts, cheer teams, dance teams, etc.

Mayor Scholl asked Curry to clarify that out of the money she receives, she pays employees to help her with events. Curry said that there are so many groups in town teetering on whether or not we hold our event. There are no volunteers. She has to pay everyone. She reaches out to different groups to get them involved. Most of them just know to come to her asking how they can make money. In response to the comment that this is going to die in three years...she can't fathom that.

Mayor Scholl said that people are under the assumption that Curry gets \$120,000. The truth is that she has to hire people out of that \$120,000. The figure that she actually makes is very low.

Councilor Birkle said that he personally thinks that Halloweentown is going to be a long-liked event. Did he agree with everything the way it was done last year? He was out there often interacting with visitors. He is proud. He drops off event literature at his work in Hillsboro. He personally supports it. He doesn't think we need to talk about the position. He commended Curry for giving up money for four months of furlough. Is there a way for us to engage other people to promote some of the wonderful assets that we do have, such as the McCormick Park Disc Golf Course, the skate park, etc.? St. Helens is awash with natural beauty. It is beautiful. We have all kinds of natural flowers, trees...we are a preserve of nature. How can tourism support other areas in the city (bird watchers, nature people, etc.)? During his campaign, he spoke to Paul Vogel, of CCET, they talked that St. Helens is an event-based program. Halloweentown, 13 Nights, etc. Isn't there room to broaden that and attract other visitors?



Mayor Scholl said that Birkle paints a beautiful picture. Maybe bird watching could be through the Recreation Program or Parks and Trails. Those groups could highlight something like that. Tourism is to draw big events to the town to generate big money.

There was some discussion about things that Curry volunteers to do that are outside of her contract.

Mayor Scholl clarified that the City does not step in the way of anybody who wants to do an event. If people have ideas, they should come to the City, if they don't want to do it.

Council President Morten said that to follow up on what Councilor Birkle was talking about... Count our assets and that can be as simple as wind and water. What's happened now is that we have a kite club. With the water, we have Sand Island that is generating so much revenue for the City, compared to when the City was maintaining it. We have Dalton Lake, Nob Hill Nature Park... He thinks Curry is on board with doing those things and promoting those things. There are things that we are doing that go unrecognized where the City is involved. There are volunteer groups taking part in these things. He sees that our community is engaged. Tourism judges by the small businesses. Our small businesses are engaged in tourism.

Curry said that is one of the reasons they decided to develop the website [www.discovercolumbiacounty.com](http://www.discovercolumbiacounty.com). Literally more than 24 million people have visited that site. Anybody who wants to put things on the website can do that. There is a lot of visibility on that website. That's why we drive people for Halloweetown to the site. This is so that people will notice other things going on.

Walsh said that in 2007, the City, along with the Chamber, adopted a Sustainable Tourism Plan. In that time, there is a new County-wide tourism plan. The principle focus of that plan is outdoor recreation. He was talking to Doug at the Port of Columbia County, who said that they have had over 500 kayakers in the last two weeks. We are also looking at Salmonberry as a recreation park. Halloween is just part of the tourism program.

Councilor Birkle mentioned that we could hold a basalt festival with all the basalt rock in our city.

Councilor Topaz suggested a geology show and said there's a lot of things in our tourism business that we aren't looking at. Halloweetown is for a specific group of people. Fishermen are a specific kind of group, too. Some of the things in our tourism have to have two purposes, welcoming and show off. We have to have a much more diverse tourism business. If you have kayaks, you need a place to put them in the water. The people that go salmon fishing...those are the people we have to go after. The thing that irritates him is that we haven't taken advantage of the water. We have some of the most fabulous water, but we don't promote sailing.

Mayor Scholl said that we don't have the infrastructure for all the things that Councilor Topaz just mentioned, such as dock space and launch space. We don't have the infrastructure. Fishermen spend a lot of money. Our future development, does have in-water stuff. That's a whole other step. The in-water is going to be another big permitting hurdle.

Walsh said that he's hearing a theme of outdoor recreation. The anchor event will always be a good thing...then we have the arms and wings that fill the rest of the year with activities.

Walsh said that the foundation of the agreement is an expectation that we pay a contract price, and we have a number of events that she does. Halloweetown is the anchor and 13 Nights is

one. If you'd like to see an expansion towards outdoor recreation, we can amend the contract to include that.

Councilor Birkle asked if other communities could help pay for the website. Curry said that her company, E2C, pays for the website. They allow other areas to advertise for free. She would rather see them spend their money in their towns.

Mayor Scholl said that up until most recently, there wasn't any discussion on tourism. It wasn't until about three years ago that other areas started recognizing tourism. They realized that tourism does benefit communities. The Halloween parade that Heather Epperly started is phenomenal.

Councilor Chilton asked if we have a tourism committee that advises the Council. She heard that there was one in the past. Council President Morten said that we did have one but that there was a lot of infighting and finger-pointing going on. It got out of hand. Chilton said that she thinks there should be an advisory committee.

Mayor Scholl said that we do this tourism meeting every year to discuss the tourism program.

There was a short discussion on whether or not the Council wants the City to continue putting on the 4<sup>th</sup> of July event.

There was discussion about what to include in Curry's contract. This contract is for promotion of events. Councilor Birkle was in favor of revising the contract because it is out of date.

There was discussion about how to tailor the contract to be either "tourism" or "event" related.

Audience member Dana Lathrope asked to speak. Mayor Scholl obliged. Lathrope said that she is a member of the Chamber and SHEDCO and it doesn't appear that the City is supporting the Chamber at this time and that that is unique to St. Helens. Mayor Scholl said that the City gave money to the Chamber and to Columbia County Economic Team (CCET). Lathrope said that the Chamber and SHEDCO organizations have both been transformed. She would like to see everyone work together.

Audience member Philip Stanton was offered an opportunity to comment. He said that he owns businesses in St. Helens. He has felt very positive in the past 24 months. The event, Halloweentown, he's watched it. You make decisions based on the numbers as far as the events you continue. He owns Mississippi Pizza in Portland. They have events and they gage the popularity of the events based on attendance. Curry is tenacious. She also buys from the businesses in town.

Audience member Toni Doggett was also offered an opportunity to comment. She said that at the St. Helens Marina, they have seen a lot of growth. There are a lot of good events going on around the river. We will build on those. All of this is a positive. It took her awhile...when citizens see change coming to their town, they worry that things are going to be taken over. She thinks we are definitely on the right track.

Curry played a recording from Jennifer Pugsley, a local business owner. She expressed support of Curry and E2C as the tourism coordinator. She encouraged the Council to reach out to local businesses to see how E2C has done.

Walsh reminded the Council that tourism is a lot more than E2C. It's a lot of other things that are

done to build up the community. Events are just part of it.

Council President Morten said that it's interesting to note that the last part of September and into October, are a lot of dead months throughout a lot of communities. This community picks up during that time and elevates into the holiday season. This is a bonus for families.

Councilor Topaz said that one of the things we are seeing with families is in downtown Portland....it's not a place to be. We could be the host to an area of relaxation.

Mayor Scholl said that the City has the Salmonberry Watershed that we have been working with the County on the possibility of opening it up to recreation more than it already is, including motorized vehicle trails for ATVs.

Councilor Topaz commented that one of the things they haven't covered is how to help the businesses up on the highway. Mayor Scholl said that he spoke to Lane, the owner of Skinny's, and he was very busy in October. Topaz stated that this Council doesn't talk about the other side of the highway that much. Councilor Birkle agreed. Scholl said that in other communities, when the downtown area is developed, the whole community thrives.

Walsh stated that the Council basically has three options:

1. Open the contract and amend it.
2. Keep the contract as is.
3. Go out for an RFP.

The Council was in concurrence to amend the current contract. Walsh said he would work on that and include it on the Council's May agenda.

The Special Session was adjourned at 7:03 p.m.



ATTEST:

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

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



# COUNCIL WORK SESSION

Wednesday, April 21, 2021

## DRAFT MINUTES

### MEMBERS PRESENT

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

### STAFF PRESENT

John Walsh, City Administrator  
 Matt Brown, Assistant City Administrator  
 Kathy Payne, City Recorder  
 Lisa Scholl, Deputy City Recorder  
 Brian Greenway, Police Chief  
 Mouhamad Zaher, Public Works Director  
 Margaret Jeffries, Library Director  
 Sue Nelson, City Engineer  
 Rachael Barry, Government Affairs &  
 Project Support Specialist

Crystal King, Communications Officer  
 Shanna Duggan, Parks & Recreation Manager  
 Jacob Graichen, City Planner  
 Jenny Dimsho, Associate Planner  
 Sharon Darroux, Engineering Project Manager I  
 Gretchen Kolderup, Youth Librarian  
 Adam Hartless, Police Officer  
 Terry Massey, Jr., Police Officer  
 Tina Curry, Event Coordinator  
 Bill Monahan, City Attorney

### OTHERS

Anne Scholz	Robert Conrath
Richard Mason	Jennifer Motherway
Joel Medina	Erick Holsey

### CALL WORK SESSION TO ORDER – 1 p.m.

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

- ◆ Anne Scholz, Manager of Eisenschmidt Pool. The pool is 82 years old this year. At the beginning of COVID, they found a significant water leak. It was fixed immediately and cost \$25,000. COVID forced her to lay-off 25 people, most of whom were young. They were down to nine staff members when they were able to reopen. They are still limited on programs and people in the building. In the meantime, the boiler began failing and needs to be replaced. Replacing it will save \$2,000/month in natural gas. However, the replacement costs \$105,000. Energy Trust will contribute \$42,000 towards that project. They also need to regrout and calk the pool shelf, which will cost \$78,000, in addition to completely draining and refilling the pool. She is requesting the Council please consider a leniency on the water bill the next couple years. They are looking at major expenses and have no idea where the money will come from. There is a strong desire to keep the pool open. She thanked the Council for their time.

Council President Morten said they have given leniency on huge water bills in the past. He suggested Anne submit her request in writing for Council to review at their next meeting.

Anne summarized for the Mayor who lost connection during her comments. Mayor Scholl agreed with Council President Morten. It will be added to the next agenda for discussion. Council President Morten suggested she be in attendance for that.

- ◆ Richard Mason. He is here to find out why the dock rules are not being enforced. There are three boats that have been there over three weeks. One boat is from Canada. It is plugged into power, but he cannot tell if anyone is on board. There is another boat where he has not seen activity. He does not understand why they are not being cited. The City is doing nothing.

Chief Brian Greenway met with Prosecuting Attorney Sam Erskine in March to discuss it. It is a challenge by not having 24-hour coverage at the docks. They are investigating two solutions. 1) City hires a harbor master, assigns an employee to oversee the docks, or contracts with Brad from the Marina to oversee the docks; 2) Install a meter system that would allow for boaters to check in and receive a permit with their time stamp of arrival. Erskine and Corporal King are investigating what other jurisdictions do. They are short four officers, so do not have the manpower to patrol the docks. They will respond if they are summoned there. It is not safe for the Code Enforcement Officer to be on a dangerous waterway without proper equipment or training when tensions are high.

Richard asked why an officer cannot go there every 72 hours and document the boats. Mayor Scholl responded that they have been documenting the boats there. Commercial vessels are not allowed to be there without permission from the City. Greenway added that they need a long-term solution if this is a priority. It cannot continue to fall on the Police Department when they have complex calls that are urgent. They need a permanent system in place.

Council President Morten asked about towing boats. Boats with State licenses are in a different situation. Derelict boats can be towed anywhere but cannot be set adrift. He supports having a harbor master. The harbor master at the marina is in total control there. He suggests looking for grants to cover the cost.

Richard is concerned about a harbor master's safety if Greenway is afraid of the Code Enforcement Officer's safety.

Mayor Scholl would like more research done. He asked for the Police Department to do a google search of harbors back east.

Councilor Topaz talked about the importance of moving forward with the Waterfront Development project.

## **DISCUSSION TOPICS**

### **1. Review "If I Were Mayor..." Student Contest Entries**

Two posters, two essays, and two digital presentations were received. A copy of the submittals is included in the archive packet for this meeting. Electronic ballots were distributed to the Council. The winners will be announced at tonight's meeting.

### **2. Employee Length of Service Recognition - *Kathy 20 years and Gretchen 5 years***

1:28 p.m.

Two employees have reached milestones in their employment with the City of St. Helens.

#### 20 Years

Kathy Payne began working for the City on April 9, 2001 as the Planning Secretary. In December of 2002, she was promoted to Executive Secretary. In January of 2008, she took over many of the recorder-type duties that were under the City Administrator, and her position was reclassified to City Recorder, where she has served ever since. In February of this year, her position was retitled to properly reflect the significant amount of Human Resources duties her position encompasses. Her current title is Human Resources Coordinator/City Recorder.

5 Years

In late 2015, the City started recruiting for a Youth Librarian to join the staff to enhance the children's programming at the Library. Gretchen Kolderup was the ideal candidate and was hired in April of 2016, where she has served ever since. She has created and encouraged some amazing children's programs at the Library since she was hired.

Congratulations, Kathy and Gretchen, and thank you for your service!

Mayor Scholl talked about how wonderful Payne is to be around. She is a friend and a joy. Kolderup is doing a fantastic job working with kids and the community.

Councilor Topaz talked about Kolderup bringing new, incredible programs with COVID. She is very creative.

Council President Morten compared Payne to an anchor on the evening news. She is solid and knowledgeable. She has been through several city managers, council members, and staff members. She remains reliable and trustworthy. She is a huge resource in terms of knowledge, can fix anything, and is an incredible asset to the City.

Payne expressed how she enjoys working here more than anywhere else. She appreciates the people.

Councilor Topaz once made a comment about her job description. It was miniscule compared to what she does. She touches so many areas. She is the foundation and rock of the place. Congratulations!

Councilor Chilton congratulated both. She appreciates how friendly and kind Payne has been to her.

Councilor Birkle talked about how Payne helped make the election process easier. He thanked her for the resources she provided. She always provides information in a timely manner. He enjoys her even keel and demeanor. She has even served on the Board of the Oregon Association of Municipal Recordors. Serving in that leadership position says a lot.

Councilor Birkle worked with Kolderup when he served on Library Board. He appreciates her work. She was always prepared and has great ideas. She had concerns for both the youth and the entire community. Her partnership with Parks & Recreation Manager Duggan has been excellent.

Kolderup expressed how lucky she feels to work here and with the community. She thanked Payne for her help.

Walsh talked about Payne being a great asset. He is very appreciative of her.

Library Director Jeffries thanked Payne. She always has the answers and is very helpful. Kolderup has been a sheer delight to have on staff at the Library. She creates initiatives and follows through, as well as attracts funds to the programs. She has been a boon to the Youth Program and a wonderful colleague.

### **3. Presentation of Columbia River Fire & Rescue Awards to Officer Hartless and Officer Massey**

1:39 p.m.

Columbia River Fire & Rescue Chief Joel Medina and Division Chief Erick Holsey were in attendance to present Officer Hartless and Officer Massey with the Lifesaver Award for their actions on the morning of February 7, 2020. Hartless and Massey responded quickly, provided high quality CPR, and quick defibrillation. The actions allowed fire personnel to continue providing care and support the return of spontaneous circulation. He thanked them for their commitment to the protection of the community and supporting its health and wellbeing. Medina added that public safety at the Fire Department is only one half. The partnership with the Police Department is essential. This is just one example of police and fire coming together. It is nice to see a well-oiled machine.

Mayor Scholl acknowledged their quick actions. It is well deserved, congratulations!

Councilor Chilton thanked them. It is amazing. She is thankful for them.

Officer Hartless thanked the Fire Department for their support. It is an honor to work with them.

#### **4. Review Proposed Updates to Building Code - Mike**

1:44 p.m.

Building Official Mike De Roia reviewed his presentation. A copy is included in the archive packet for the meeting.

- Reviewed recommendations from the 2019 Oregon Structural Specialty Code (State Building Code) to adopt. It is not a prohibition; it is a matter of ensuring safety.
  - Protection of adjoining property
  - Retaining walls greater than four feet in height
  - Fences greater than seven feet in height
  - Tanks
  - Communication towers
  - Flagpoles greater than 25 feet in height
  - Ground mounted photovoltaic system greater than 10 feet in height
  - Sign not located in a public right-of-way
  - Fixed dock, piers, or wharves with no superstructure
  - Equipment shelters not intended for human occupancy with a building area of 250 feet or less
  - Unoccupied grain elevator and silos not exempted by Oregon Law
  - Rodent proofing
  - Inground swimming pools accessory to not more than four dwellings
- Reviewed recommended Codes to adopt (outside of State Building Code)
  - Portable fire extinguishers
  - Fire safety during construction
  - Buildings or structure encroachments into the public right-of-way
  - Demolition
  - Hydraulic flood control structures
  - Mechanical equipment not specifically regulated by the State Building Codes
  - Flood resistant construction
  - Transitional housing accommodations

The attorney will review the Codes and then they will come back to the Council for approval.

#### **5. Semi-Annual Report from Planning Division - Jacob**

2:10 p.m.

City Planner Graichen and Associate Planner Dimsho reviewed their report. A copy is included in the archive packet for this meeting.

Strategic Plan update:

- 2021 Development Code Amendments will have a first reading tonight
- N. 10th/11th Street Bluff - Graichen will be working on
- Floodplain amendments complete
- Urban Renewal Major Amendment complete
- St. Helens Industrial Business Park Parcelization and Financing Plan complete
- Riverwalk Phase I Design/Construction - Dimsho will be working on with Walsh
- Bennett Building Front Facade Design - windows are being fabricated now
- Community Development Block Grant for Columbia Pacific Food Bank Relocation
- Millard Road Request for Proposals (RFP)

- Capital Project Funding Support - reviewed grants

Planning Department Projects:

- Reviewing a lot of building permits
- Eight-plex proposed by 6th Street park
- Interviewed for new Planning Commission member
- Proposed RV park near Les Schwab Tire Center
- Property ownership being cleaned up on N. 18th Street
- Control Solutions project on the corner of Industrial and McNulty Way
- Armstrong lot line adjustment
- Semlings Pharmacy building being turned into a market
- Selling lots adjacent to the new vet office
- Grocery Outlet at Violette's Villa
- Proposed drive-thru restaurant adjacent to Grocery Outlet
- New apartments on Matzen Street completed in the last six months
- Braden Way developed
- Proposed 238-unit apartment complex on Gable Road
- Dahlgren's Building Supply is proposing to expand
- St. Helens High School will be applying for their renovations soon
- Proposed commercial subdivision in front of old Legacy Clinic
- Public Safety Facility assistance
- County purchased the Old School building. There is a proposed ramp into the building.
- Dalton Lake
- Receiving complaints about the property on the corner of Highway 30 and Pittsburg Road. Notices were sent for it to be cleaned up.
- Assisted with Business License Code amendments
- Planning Department Goals
  - Continue development review/permit processing
  - City projects
  - Strategic Plan items
  - Continue staff training
  - S. River Street to N. 2nd Street - micro transportation plan
  - Cottage Cluster and Annexation Code Amendments
  - Food truck Code Amendments
  - State mandates

Discussion of the need for another Planner in the next five-years.

**6. Review Request for Proposal for Millard Road Property - John**

2:47 p.m.

City Administrator Walsh reviewed the RFP. It is an opportunity for a public/private partnership with a public benefit. Applications are due June 11. It will be on tonight's agenda for approval to proceed.

**7. Legislative Update - Rachael**

2:52 p.m.

Government Affairs & Project Support Specialist Rachael Barry reported that the American Rescue Plan passed, and funding is becoming available. Funding requests submitted:

- Improvements at Highway 30 and Gable Road. Based on the TSP, \$800,000 was requested for a west bound turning lane. Congresswoman Bonamici connected her with Northwest Oregon Department of Transportation lead, who urged caution and expressed that the entire intersection



needs improvements. The Riverfront Connector Plan has a full intersection upgrade at \$2.2 million. After speaking with ODOT, she learned how difficult it is to work with the Railroad. If they were not able to get the full amount, the City would be responsible for the remaining. Based on that information, that request was withdrawn. The next step is to get on ODOT's Crossing Safety Programs Grant and Request List. They recommend the money for the railroad come in first, prior to seeking funding elsewhere. Railroads do not pay for anything.

- Improvements for Highway 30 safety and streetscaping from Millard Road to Deer Island Road. There is a request for \$800,000 for design and construction.
- The roundabout at the intersection of Old Portland Road, Kaster Road, and S. 18<sup>th</sup> Street.
- Riverfront funds are being sought through Business Oregon, the Infrastructure Finance Authority.
- Looked at the Industrial Park redevelopment and submitted to the Oregon Legislature through the Ways and Means process. Shoutout to Council Present Morten for sitting through hours of Ways and Means Committee testimony to request funds. It is \$3.3 million for phase one. Those funds can be spent through 2024.
- Central Waterfront Project. There is a resolution on tonight's agenda authorizing application through the Oregon Office of Emergency Management.

Councilor Topaz talked about the proposed Public Safety Facility. Will the roundabout at the intersection alleviate the flood issue? Barry is not sure. She can keep it on the radar.

Council President Morten talked about the Riverfront project. There is an opportunity for federal grants in waterways for ferry boats, such as the Portland Spirit and Sternwheeler. There has been talk about the Portland Spirit obtaining dockage in the community. Barry did not see specific funding for that but can research it. Councilor Topaz suggested a passenger ferry for connection across the river. Discussion of coordination with other agencies.

Barry will send a revised funding request to the Council.

#### **8. Review Amendments to Associate Planner Job Description - John**

Walsh reviewed the amended job description. A copy is included in the archive packet for this meeting. It adds duties for Community Development Project Manager. It is on tonight's agenda for approval.

Councilor Topaz expressed concerns about wanting Dimsho to have more authority. Discussion ensued.

#### **9. Discuss 4th of July Event**

3:18 p.m.

Mayor Scholl clarified with the Council that the City will not be doing fireworks in 2022. It will be turned over to a volunteer committee. Council needs to be in consensus if that is the decision.

Councilor Chilton asked if the City has reached out to community organizations to hand it over. Mayor Scholl responded that he wants that decision soon, so the volunteers can start raising funds immediately.

Councilor Birkle heard clearly that the City is handing it off. It does not imply that the City will not support the process. The degree of involvement from the City is coming to an end. If a year from now there are no volunteers raising the funds, the City will not step in and rescue them.

Councilor Topaz asked if they could put out an RFP for organizations to take it over. Councilor Birkle said no, that would put it under the City's control. Council President Morten agreed that does not make sense. Communication needs to be made that the City is no longer organizing it. The City could help and possibly partner.

Councilor Topaz wants a way for people to submit a proposal to take it over. Mayor Scholl will facilitate that. He wants an action item at the regular session for Council to vote on.

**10. Strategic Action Plan Updates**

Continued to tonight's meeting.

**11. City Administrator Report**

Continued to tonight's meeting.

**OTHER BUSINESS**

None

**ADJOURN – 3:27 p.m.**

**EXECUTIVE SESSION**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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

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

# City of St. Helens

## CITY COUNCIL

### Executive Session Summary

April 21, 2021

*This meeting was held electronically via Zoom.*

**Members Present:** Rick Scholl, Mayor  
Doug Morten, Council President  
Patrick Birkle, Councilor  
Stephen R. Topaz, Councilor  
Jessica Chilton, Councilor

**Staff Present:** John Walsh, City Administrator  
Matt Brown, Assistant City Administrator (left the ES at 4:27 p.m.)  
Kathy Payne, City Recorder  
Mouhamad Zaher, Public Works Director (left the ES at 4:27 p.m.)  
Sue Nelson, City Engineer (left the ES at 4:27 p.m.)  
Bill Monahan, City Attorney with Jordan Ramis PC  
David Bowser, City Attorney with Jordan Ramis PC (left the ES at 4:27 p.m.)

**Others:** None



At 3:38 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- **Real Property Transactions, under ORS 192.660(2)(e)**
  - Update on potential purchase of Childs Road property.
  - Update on potential purchase of property off of Grey Cliffs Drive adjacent to the Columbia Botanical Gardens.
  - Update on potential sale of Civic Pride Park.

4:08 p.m.

- **Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h)**
  - Update on potential litigation regarding the Pittsburg Road water reservoir.

4:27 p.m.

- **Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h)**
  - Discussion regarding potential litigation in regard to investigations concerning Councilor Topaz.
  - Update on Cascades Tissue litigation.
  - Update on the Comcast franchise ordinance.

- **Consider Dismissal/Discipline of a Public Official**, under **ORS 192.660(2)(b)**
  - No matters were discussed under this ORS.

The Executive Session was adjourned at 4:37 p.m.



ATTEST:

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

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



# COUNCIL PUBLIC FORUM

Wednesday, April 21, 2021

## DRAFT MINUTES

### MEMBERS PRESENT

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

### STAFF PRESENT

John Walsh, City Administrator  
 Matt Brown, Assistant City Administrator  
 Kathy Payne, City Recorder  
 Jenny Dimsho, Associate Planner  
 Mouhamad Zaher, Public Works Director  
 Rachael Barry, Government Affairs & Project Support Specialist

### OTHERS

Seth Otto, Maul, Foster, & Alongi	Margaret
Abbi Russell, Maul, Foster, & Alongi	Jeff
Vita Larsen	Drew Miller
Michelle Damis	Art Leskovich
Pat	

### OPEN PUBLIC FORUM VIA ZOOM – 6:00 p.m.

#### TOPIC

#### 1. Update on Waterfront Redevelopment, particularly the Central Waterfront Project

St. Helens resident Michelle Damis was the moderator for the evening. She introduced all of the participants presenting tonight and laid the ground rules for the meeting. A copy of the complete presentation is included in the archive packet for this meeting.

City Administrator John Walsh gave a high-level overview of the Waterfront Redevelopment project. The key properties are the Riverfront District (22-acre former Veneer Mill), the Central Waterfront (50-acre Wastewater Treatment Plant, lagoon, and surrounding property), and St. Helens Industrial Business Park (205-acre heavy industrial zoned land).

Public Works Director Mouhamad Zaher followed with further details on the projects. These projects are beneficial economically and environmentally. The two key projects at this time are the riverwalk and park expansion and the roadways and utility infrastructure.

Walsh pointed out the slide on the screen is a conceptual design. The consultant will submit final proposals based on connectivity. The St. Helens Industrial Business Park can potentially support employment, drive economic development, boost livability, and attractiveness. The Urban Renewal District, Enterprise Zone, and Opportunity Zone also lends to the attractiveness of the property. The

2020 parcelization and infrastructure finance plans have been completed. Zaher added that this is a great time to focus on the economic benefits.

Walsh detailed the four-phase approach to parcelization. Infrastructure is a huge component to making it useable to smaller businesses. Zaher added that the projects are listed by priority and funding. The development will add a great presence to the local community, provide convenience to everyone who lives here, and revitalize job opportunities.

Seth Otto of Maul, Foster, & Alongi reported that they have been working with the City since 2013. He talked about the projects he has been involved in with the City. Tonight, they are focusing on the Central Waterfront. It totals 50 acres; 39 of which is the lagoon. The lagoon was constructed as part of the former Boise Cascade Pulp Mill to process their water byproducts. Cascade Tissue no longer processes their byproducts through the lagoon, so it essentially sits there, except for a small portion to serve the City's municipal needs. A concept was developed to partner with entities performing maintenance dredging of materials that cannot be placed back in the water, making the lagoon an upland disposal facility. Filling the lagoon creates new, usable land. They have conducted studies to understand the conditions. For the most part, it sits on basalt. Up to this point, the project has been funded in partnership with the City and various State departments. The next steps will require additional funding. There are potential sources of federal funding. This project meets a number of the requirements for the American Rescue Plan (ARP). It brings a lot of benefit to the community and the region. The tipping fees would generate a significant financial benefit to the City and future development. He showed a possible conceptual design of the property. It is potentially 50 acres of brand-new land.

Councilor Chilton walked the property with Walsh. She asked if the American Rescue Plan is the only funding source for the project. Seth responded that the ARP is bringing \$2.8 million to St. Helens. He understands there is a list of Capital Improvement projects. A great deal could be done with some of that funding. Walsh added that progress is very contingent on funding. They are looking at multiple funding sources. It benefits the City and the region. Councilor Chilton wants it to be very clear that it is "government stimulus" for our community and they will ask about it.

Councilor Topaz read the report. He found some things disturbing.

- Appendix H. Maul, Foster, & Alongi recommended that no fill be above the level because the ability to build a stable foundation did not exist.
- He talked about the temperature being higher in the bottom of the core holes. There is a huge amount of heat being generated.
- There were a couple spots they only hit dirt and not basalt. The DOGAMI maps show there is a landslide problem in that area.
- There was a cave-in when the holes were being drilled. There was a significant amount of groundwater around the stormwater pipe.
- There is a disaster map or pollution map that shows the Multnomah Channel coming out of the Portland Harbor to the Frogmore Slough. It shows a pollution problem.
- The ground along the riverfront is unstable. The Army Corps will fill it in for free. Who pays for the unloading and dewatering equipment?
- The picture did not show a Wastewater Treatment Plant. Where is the sewer plant?
- He has real problems with the fact that the ground underneath is unstable. The membrane was placed in the 1960's. What has been in the cooling pond and the sewer plant has been polluting whatever is underneath there. The cores did not go underneath the lagoon. There is a problem underneath the ground. How do they propose to handle that?

Seth is unable to answer all of those questions tonight. He requested Councilor Topaz submit a letter or email for them to address those concerns. Councilor Topaz said he has already sent a critique to DEQ. He will send Seth a copy.

Seth agreed that there are questions about what is underlaying the lagoon. There are areas that they did not hit bedrock. That is why additional studies need to be made. What they have looked at so far does not appear to be a fatal flaw.

Councilor Topaz asked if they realized the levy once failed. Seth was not aware of that. Councilor Topaz said he spoke to people who put it back together. It was breached because of heavy stormwater.

In response to Councilor Topaz's question about the Wastewater Treatment Plant not shown on the conceptual plan, Seth said that is assuming it would be relocated.

Councilor Birkle:

- Clarified that the timeline speaks about the final conceptual design for filling the property, and not what will be placed on top.
- He hears residents asking if the material being brought in is toxic waste. He understands that City has been doing its diligence to make sure that whatever is brought is not toxic waste. Can they explain the nature of the fill?

Seth said they have identified the primary sources of fill coming from maintenance dredging of the Columbia River, Multnomah Channel, and Lower Willamette River. Some of what comes from the Willamette may have been impacted by industrial uses. Anything deemed hazardous is collected separately and sent to a controlled landfill in Arlington.

## Public Comments

- ◆ Arthur Leskowich. Reviewed his concerns.
  - It will always be a landfill and liability.
  - There was discussion of funding. It will be a minimum of 20 years to have use of the property.
  - He would like to see the alternatives they have looked at for that property and how to clean it up. He suggested using the space for marinas and floating homes.
  - There is a liability with a toxic waste landfill. It needs to go into a lined landfill a mile upstream of our drinking water intake.
  - The reports are biased with an end result in mind.
  - One of the biggest benefits is to the State of Oregon and City of Portland. A lot of the money funding this project is coming from them.
  - There is no guarantee of what is going to happen.
  - The waste is contaminated.
  - A year ago, the City was excited about a new company coming to town to make use of the Waterfront. They were unaware that the moorage area was right in the middle of the most contaminated sediments on St. Helens waterfront. He informed City personnel of what was happening, and nothing occurred. There is a fish advisory from the Portland Harbor to the edge of the Island. There has been no notice to the public about contaminated fish.
  - There are a lot of fatal flaws and a lack of transparency. He is not comfortable with the path and pace this project is taking.

Seth appreciates Art's perspective. It is an unbiased report, scientifically prepared. A lot of the funding did come from the State. As a result, there was a very involved working group that included DEQ, Department of Fish & Wildlife, and DSL.

Arthur would like the City to provide all the alternatives studied, cost benefits, and levels of those types of clean-up. He talked about the benefits versus the liability involved.

Government Affairs & Project Support Specialist Rachael Barry directed viewers to the City website for more information [www.sthelensoregon.gov](http://www.sthelensoregon.gov).

**CLOSE PUBLIC FORUM – 6:59 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Rick Scholl, Mayor





# COUNCIL REGULAR SESSION

Wednesday, April 21, 2021

## DRAFT MINUTES

### MEMBERS PRESENT

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

### STAFF PRESENT

John Walsh, City Administrator  
Matt Brown, Assistant City Administrator  
Kathy Payne, City Recorder  
Rachael Barry, Government Affairs &  
Project Support Specialist

Mouhamad Zaher, Public Works Director  
Jenny Dimsho, Associate Planner  
Lisa Scholl, Deputy City Recorder  
Tina Curry, Event Coordinator

### OTHERS

Brady Preheim	Sebastian Bean	Olivia Fantus
Arthur Leskowich	Katelyn Wells	Anna Richardson
Becky Jesse	Addison Wells	

### CALL REGULAR SESSION TO ORDER – 7:01 p.m.

### PLEDGE OF ALLEGIANCE

Mayor Scholl lead the Pledge of Allegiance.

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

- ◆ Brady Preheim. Yesterday, he said he was in support of giving Councilor Topaz a redacted report. Since then, he received contact from a few City employees who told him they were assured that the information given in the investigation would remain confidential. Council already has a history of not protecting their employees. They certainly cannot violate their trust. The executive summary should be distributed to every person who was interviewed for their approval before releasing it. Secondly, he had the opportunity to listen to part of Councilor Topaz's tirade. The Council's failure to act shows they are being dragged along with him "on the crazy train." There is an option to remove him from office if he is mentally incompetent. Preheim suggested the Council order him to have a mental health evaluation by May 15. If he does not, then they can declare him as mentally incompetent and remove him from office. He has delayed time and time again. The audio from yesterday was very hard to hear. Council needs to protect their employees. Council needs to censure him and not allow for his continued disruptions.

### ANNOUNCE & AWARD PRIZES TO "IF I WERE MAYOR..." STUDENT CONTEST WINNERS

All participants received a box earlier in the day and was instructed not to open it until Mayor Scholl made the announcement. When he announced it was time to open their box if a blue balloon floated out, they won first place, and if a red balloon floated out, they won second place. First place winners

won \$150. Their entries will compete for a prize at the State level. Second place winners won \$50. All participants received a certificate, St. Helens pens, St. Helens postcard, candy, and a Wellness Program lip balm. Mayor Scholl invited all participants to join him for a pizza lunch to be scheduled in the summer.

Fun Fact: All of the entries received at least two votes. The winners only won by one vote!

**Grades 4-5 Poster Category:**

First Place Winner – Anna Richardson

Second Place Winner – Sebastian Bean

**Grades 6-8 Essay Category:**

First Place Winner – Addison Wells

Second Place Winner – Olivia Fantus

**Grades 9-12 Digital Presentation Category:**

First Place Winner – Hayden Stram

Second Place Winner – Katelyn Wells

**ORDINANCES – Final Reading**

**1. Ordinance No. 3261:** An Ordinance Vacating a Portion of S. 2nd Street Right of Way

Mayor Scholl read Ordinance No. 3261 by title for the final time. **Motion:** Motion made by Councilor Topaz and seconded by Council President Morten to adopt Ordinance No. 3261. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

**2. Ordinance No. 3262:** An Ordinance to Annex and Designate the Zone of Certain Property at 35526 Firway Lane

Mayor Scholl read Ordinance No. 3262 by title for the final time. **Motion:** Motion made by Council President Morten and seconded by Councilor Topaz to adopt Ordinance No. 3262. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

**3. Ordinance No. 3263:** An Ordinance to Annex and Designate the Zone of Certain Property at 58830 Firlok Park Street

Mayor Scholl read Ordinance No. 3263 by title for the final time. **Motion:** Motion made by Council President Morten and seconded by Councilor Topaz to adopt Ordinance No. 3263. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

**ORDINANCES – First Reading**

**4. 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

Mayor Scholl read Ordinance No. 3264 by title for the first time. The final reading will be held at the next meeting.

**RESOLUTIONS**

**5. Resolution No. 1914:** A Resolution Authorizing a Designated Agent for the Application to the State of Oregon Office of Emergency management for the Purpose of Obtaining Financial Assistance through the Hazard Mitigation Grant Program (HMGP)

Mayor Scholl read Resolution No. 1914 by title. **Motion:** Motion made by Councilor Topaz and seconded by Councilor Chilton to adopt Resolution No. 1914. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

**APPROVE AND/OR AUTHORIZE FOR SIGNATURE**

6. Extension of Agreement with Columbia Pacific Economic Development District for Grant Administrative Services for the Columbia Pacific Food Bank Project
7. Contract Payments

**Motion:** Motion made by Council President Morten and seconded by Councilor Topaz to approve '6' and '7' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

**APPOINTMENTS TO CITY BOARDS AND COMMISSIONS**

8. Appointments to City Boards and Commissions

**Motion:** Motion made by Councilor Topaz and seconded by Council President Morten to appoint Jessica Sturdivant to the Library Board. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

**Motion:** Motion made by Council President Morten and seconded by Councilor Topaz to appoint Brandon Sundeen to the Parks & Trails Commission.

Question.

Councilor Chilton thought the appointment process for committees was changing. Assistant City Administrator Brown explained that Boards and Commissions already go through an interview process to select someone. The Budget Committee recently changed to follow what the others do.

**Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

**CONSENT AGENDA FOR ACCEPTANCE**

9. Library Board Minutes dated March 8, 2021
10. Parks & Trails Commission Minutes dated March 8, 2021

**Motion:** Motion made by Council President Morten and seconded by Councilor Topaz to approve '9' and '10' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

**CONSENT AGENDA FOR APPROVAL**

11. Council Executive Session Minutes dated March 31, 2021 and Council Work Session, Executive Session, Public Hearing, and Regular Session Minutes dated April 7, 2021
12. Amended Associate Planner/Community Development Project Manager Job Description
13. Accounts Payable Bill Lists

**Motion:** Motion made by Council President Morten and seconded by Councilor Topaz to approve '11' through '13' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

**WORK SESSION ACTION ITEMS**

Council President Morten would like to bring forth a Parks & Trails Commission recommendation for Columbia Botanical Gardens. Mayor Scholl suggested he present that during his report.

**STRATEGIC ACTION PLAN UPDATES****PEG Channel 29**

Brown talked about the problems with the audio during yesterday's in-person Council meeting. He and IT Specialist Darin Cox have found a solution for future meetings. However, they are still having problems uploading Zoom files to Comcast. Based on a recent community survey, Channel 29 is being used very little. Is the Council open to not streaming to Comcast? It would drastically simplify things in the Council Chambers. Videos will continue to be uploaded to YouTube with links on the Agendas page.

They would just stop uploading videos to the Comcast PEG Channel. He suggested ceasing using it for some time and revisit it if they receive comments from the public requesting it be available again.

Discussion of Comcast Ch. 29. Only recorded videos can be uploaded, and sound is not working on the program at this time.

Councilor Birkle is concerned about the perception that the City may be trying to keep people from accessing meetings. He suggested communicating the proposed change first. Brown agreed that Communications could release the information for feedback. Councilor Chilton agreed with communicating the change.

Mayor Scholl expressed that there have always been problems with the audio on the Comcast Channel. They could allow other entities to use the channel as well.

Council President Morten appreciated the channel for rebroadcasting meetings. He personally utilized it to view other Board and Commission meetings. Brown reminded him that all of the meetings are on the City's YouTube page. They could potentially use the Comcast channel to broadcast flyers with meeting and community information.

**Motion:** Motion made be Council President Morten and seconded by Councilor Topaz to move forward with fixing the audio for the Council Chambers, keep the channel to post information and direct citizens to the meeting links on YouTube, and communicate the change to the public. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Topaz, Councilor Chilton; Nay: Councilor Birkle

### **Millard Road RFP**

City Administrator Walsh reported that this is a request to put out a Request for Proposals for the Millard Road property. It is an attempt at a public/private partnership for a developer to propose projects and uses. Council will be involved in the review process.

**Motion:** Motion made be Council President Morten and seconded by Councilor Birkle to allow staff to put out an RFP for Millard Road. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

### **Fireworks**

Mayor Scholl summarized the discussion from the work session.

Discussion of a volunteer nonprofit organization taking over the fireworks beginning next year.

- Encourage the organization to offer sponsorship levels and accept cash and credit card donations.
- Encourage the organization to partner with other local nonprofit organizations.
- The City will continue to support the event.
- In the past, it was organized by volunteers. The City recently took it over when there were no volunteer groups willing to do it.
- Work with Communications Officer Crystal King to communicate the need for a volunteer organization.

**Motion:** Motion made by Mayor Scholl and seconded by Councilor Topaz to have the City communicate that they are currently in the process of finding a volunteer organization to take over the fireworks.

**Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

### **CITY ADMINISTRATOR REPORT**

- The "Smith Timber Sale" should be ready within the week. The sale would be the two units, totaling 92 acres, and containing roughly 2.7 million board feet. The bid opening is proposed to be May 26.

Council President Morten confirmed that timber prices are very high now.

**Motion:** Motion made by Mayor Scholl and seconded by Councilor Topaz to direct Walsh to direct Mason Bruce and Girard to proceed with the advertisement for timber cuts. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

- There was discussion at the tourism meeting about events not being the only piece of tourism. The State's Regional Solutions Team and County-wide Tourism Plan both have a strong emphasis on outdoor recreation.
- COVID numbers are trending downward, but not enough to keep businesses from continuing to struggle.
- With the nice weather they have had, there has been a desire to open the splash pad and turn on drinking fountains. The Governor's orders highly discourage the use of drinking fountains. The splash pad is ready to be turned on when it is allowed.

Mayor Scholl agreed with opening them when the Governor allows. Council concurred.

Council President Morten said that drinking fountains have been changed to fill-containers where he works at Mount Hood Meadows and Timberline.

- Congratulations to Officer Hartless on receiving the Lifesaving Award from Columbia River Fire & Rescue.
- Congratulations to City Recorder Payne for 20 years of service.
- There is a lot going on right now and staff is working really hard.

#### **MAYOR SCHOLL REPORTS**

- Congratulations to Officer Hartless and Officer Massey on receiving the Lifesaving Awards.
- Congratulations to the "If I Were Mayor..." Student Contest participants.
- City Planner Graichen's report during the Work Session really showed how much development is happening. Staff is working really hard. Kudos to the Planning and Building Division staff.
- There is a lot more information to come following the Central Waterfront project Public Forum. That was a good meeting.

#### **COUNCIL MEMBER REPORTS**

Council President Morten reported...

- Thank you to Lions Club member Kathy Syrstad for her dedication to our parks. They are donating benches to the City from their fundraising proceeds.
- Congratulated Brandon Sundeen for being appointed to the Parks and Trails Commission. Brandon's passion to research history is unmatched. He researched all the names located on the war memorial plaza.
- He would like the Council to consider a unanimous recommendation from the Parks & Trails Commission for staff to research options for obtaining the six acres adjacent to the Columbia Botanical Gardens.

**Motion:** Council President Morten moved to direct staff to research obtaining the property adjacent to the Columbia Botanical Gardens.

Mayor Scholl pointed out that this is sensitive based on what was discussed earlier today.

Councilor Chilton clarified that he is only asking staff to research the options and not purchase it.

Discussion ensued. A motion is not needed. Staff is already investigating it.

Motion died due to lack of second.

Councilor Topaz reported...

- The Library operations are going quite well. Youth Librarian Gretchen Kolderup was honored for her five years of service and received Employee of the Year for 2020.

- He would like a placard made for Christina Sullivan so people know who she is.

Councilor Chilton reported...

- This week has been busy with Special Sessions and Tourism Workshops. She has received a lot of feedback from community members regarding tourism, encouragement, and ideas. She is very excited about that.
- Met with the Police Chief this week and talked about changes and trainings. Shout out to Officer Hartless. That says a lot about the type of police officers they have in St. Helens.
- She is going to be coaching T-ball. She is very excited about softball and baseball in the community again.
- Encouraged people to reach out to her. She would like to hear all the different perspectives, ideas, and problem solving from community members.

Councilor Birkle reported...

- It has been a very full two weeks with various Council meetings on various topics. He is excited about the amount of activity in the community. He encouraged all residents to become and continue to be informed, advocate for what they believe, and present their points of view.
- The Planning Commission met. He continues to be impressed with the work of the Planning Division and the level of commitment from the Planning Commission. They make some difficult decisions. He is proud and impressed with their dedication and deliberation in making decisions.
- There are several spring clean-up events this weekend.
- He is looking forward to a reduction in the number of Council meetings.
- Congratulations to the "If I Were Mayor..." Student Contest participants.
- Congratulations to the employees recognized for their length of service.
- Congratulations to our officers on receiving the Lifesaving Award.

## OTHER BUSINESS

Walsh reported that the Council will need to hold a short special meeting next week. It can be held on Tuesday before the Budget Committee meeting or held individually on Wednesday. Consensus of Council to hold it the same night as the Budget Committee meeting.

Mayor Scholl talked about last night's Council meeting. The Council has never had to deal with it before and it is exhausting. They are working with their attorneys to release a redacted executive summary. City employees are very valued. They want a safe, respectful work environment for everyone to feel welcome, wanted, and needed. They will not release anything, in his opinion, that will hurt anyone. Grievances were made a long time ago and action taken to open an investigation on Councilor Topaz's conduct. It has taken a long time. He apologized to staff for feeling that nothing was being done. They are continuing to work on it, and they are being heard. Please be patient. This is very unique and complex.

Council President Morten asked Walsh to field any concerns from staff members regarding the issues of redaction and bring them to Council. Mayor Scholl agreed. They are also working with their attorneys. Staff is being heard and they are working on it.

## ADJOURN – 8:32 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Rick Scholl, Mayor



# COUNCIL WORK SESSION

Wednesday, May 05, 2021

## DRAFT MINUTES

### MEMBERS PRESENT

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

### STAFF PRESENT

John Walsh, City Administrator  
 Matt Brown, Assistant City Administrator  
 Kathy Payne, City Recorder  
 Lisa Scholl, Deputy City Recorder  
 Mouhamad Zaher, Public Works Director  
 Rachael Barry, Government Affairs &  
 Project Support Specialist

Crystal King, Communications Officer  
 Cameron Burkhart, Communications Assistant  
 Jacob Graichen, City Planner  
 Mike De Roia, Building Official  
 Marimar Moreno, Code Enforcement Officer  
 Matthew Kahl, City Attorney  
 Bill Monahan, City Attorney

### OTHERS

Anne Scholz	Anne Collson	Art Leskowich
Jeremy	Aurora Biggers	Brady Preheim
Scott	Abby Olson	Natasha Parvey

### CALL WORK SESSION TO ORDER – 1 p.m.

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

- ◆ Art Leskowich. He would like to see the City encourage public participation in reviewing environmental projects. He suggests forming a commission, like the other boards and commissions that exist. There is very little transparency with environmental issues.

Mayor Scholl acknowledged they can add it to a future agenda for discussion.

- ◆ Brady Preheim. He commented on the letter read by Assistant City Administrator Brown. He hopes the City will make a decision today. Brown is a valuable asset to the City, along with other employees. However, he is not in agreement with Brown about the police station. The recommendation includes three sizes. He disagrees with the City selecting the largest building. He may support a 1,300 sq. ft. building. The City could have purchased the Olde School and renovated it. \$25 million is too big of a price tag. There was a mob of people who were going to lynch the City over a sugar tax. The same could happen if the City adds a \$10 fee to the utility bill to pay for it. He may even open a pitchfork and torch store in downtown St. Helens. The City also needs to address the inequities of the fee. A 100-unit apartment would pay the same fee as a residence. That is unfair. He does not think the City should spend \$10-25 million without hearing from the people. Outreach has not been good. People are going to be angry. The Council will face political consequences. He suggests the City start charging the fee to see what happens.

Councilor Birkle expressed his disturbance of Brady's reference to violent mobs, lynching parties, and pitchforks. Preheim stated that he meant that as a joke.

Mayor Scholl agreed there are three different plans. The fee will be by unit/household. They will be looking at every aspect to keep it as low as possible.

- ◆ Abby Olson, Executive Director of Riverside Community Outreach and Every Child Northwest. They serve foster care families. They began in Columbia County in 2017 and expanded services to Clatsop and Tillamook Counties last year. May is Foster Care Awareness Month. They are creating awareness and celebrating foster families. There are over 400,00 children in foster care across the United States, over 7,500 in Oregon, and 190 in Columbia County. She was a foster parent for 12 years. They adopted five kids and is a mom of 10. There is an Amazon Wish List to purchase a pair of summer shoes for every youth and teen. They are also holding a drive-thru Foster Appreciation Event. Baskets full of goodies will be given to families. She is requesting Council sponsor something at the event.

Councilor Chilton suggested getting Parks & Recreations Manager Shanna Duggan involved as part of the Recreation Center.

Discussion of a donation. It was the consensus of the Council to be able to vote during the work session when it involves spending Council funds.

**Motion:** Council President Morten moved, and Councilor Chilton seconded to donate \$1,000 to Riverside Community Outreach for their event.

Discussion.

Councilor Chilton suggested creating a process for these requests in the future. Councilor Birkle agreed.

**Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

Abby agreed that having an application and process is helpful for nonprofits.

Mayor Scholl asked City Administrator Walsh to provide an application on the website.

City Recorder Payne talked about the shared revenue program they did the past. All nonprofits had the same opportunity to apply for funds. Discussion ensued about resuming that process.

## DISCUSSION TOPICS

### 1. Communications Semi-Annual Report - *Crystal & Cameron*

1:28 p.m.

Communications Officer Crystal King and Term-Limited Communications Assistant Cameron Burkhart reviewed the Communications Report. A copy is included in the archive packet for this meeting. Having Burkhart to help with social media and the newsletter, allows King to focus on larger communication projects.

Council expressed their appreciation of their work.

### 2. Request from Eisenschmidt Pool - *Ann Scholz, General Manager*

2:07 p.m.

Eisenschmidt Pool General Manager Anne Scholz presented their request. A copy is included in the archive packet for this meeting. She is requesting leniency on their utility bill. They are currently paying 75% of the bill. All they want to do is get kids back in as soon as possible and keep the pool open.

Councilor Birkle asked for background about the 75% payment plan arrangement. Assistant City Administrator Brown explained that the City did not charge the pool for water and sewer for many years.



When they reviewed the master plans and the consultant's suggested rate increases, it was suggested to start charging customers who were not being charged. It was suggested to do it in a phased-in approach at 25%, 50%, 75%, and then 100%. They are currently paying 75%.

Councilor Topaz pointed out that the numbers have changed since the original proposal. Mayor Scholl responded that they are probably breaking even at 50%. Brown added that the consultant reviewed the SDC rates, and water, storm, and sewer rates. He suggested slow, moderate rate increases, and work on updating the master plans. They are working on the master plan updates with the new Public Works Director now.

Council President Morten pointed out the sense of urgency with this request. He suggested adjusting the rate to 50% and hold it until they get afloat. Councilor Chilton supports Council President Morten's suggestion. She wants to see long-term plans and assistance to the pool. She emphasized pursuing grant opportunities. Councilor Birkle agreed with freezing or reducing to 50%. He would like a plan to determine how future increases would occur. Councilor Topaz does not think anyone considered a pandemic. That has to be factored in the plan. At some point, they are going to have to tear the pool out and start over because it is getting old. The community is growing, and the pool will soon be too small for the population. He agreed with the 50% and suggested they investigate grant funding. Councilor Birkle pointed out that pool is a different organization.

Anne has been managing the pool for nearly 20 years. It is 80 years old and is in perfect shape. She fixes everything as soon as there is a problem. They do not need to demolish it. They are never overcrowded. They are very proud of it; it is not dying. They have applied for every grant available. They have been turned down for many because they are their own district and are not nonprofit. She appreciates the Council's consideration.

Mayor Scholl clarified the reduction to 50% until June 30, 2022, and then increase it back to 75%. Council President Morten would like that date based on COVID conditions. Mayor Scholl said Anne can bring it back to the Council at that time for reconsideration.

### **3. Update on the Nuisance Abatement at 375 S. 13th Street - *Marimar***

2:31 p.m.

Code Enforcement Officer Marimar Moreno reviewed her report. A copy is included in the archive packet for this meeting. Mark Comfort has been working on the cleanup for over a year and it still has not been abated. She asked the Council how to proceed. Mark was trying to let the owner do the cleanup, but it is not being done. The neighbors are getting frustrated.

Council President Morten confirmed that this is the same owner as years back.

Mayor Scholl spoke with the owner recently. One issue is that he has a lot of pop cans there that he is unable to redeem. This property has been an ongoing struggle. Moreno said that she was there recently and confirmed it is not just pop cans piling up.

Councilor Chilton talked about Community Action Team (CAT) sometimes being able to assist. Have they been contacted? Moreno responded that she is not aware of that. The owner is aggressive and does not allow just anyone on his property. She would like to see progress for the neighbors.

Council President Morten does not think the owner realizes the City's liability with the neighbors. They need to get back to the people complaining.

Mayor Scholl will meet with Mark on site and talk to the owner. Council President Morten will join them as well.

Payne added there is a resolution on tonight's agenda to initiate a notice of abatement for another piece of property.

**4. Discussion regarding Utility Billing Shut-Offs and Administrative Rules - Matt**

2:39 p.m.

Before beginning this topic, Brown clarified the master plan updates have been in progress prior to the new Public Works Director beginning. The previous interim director has been actively working on it.

Brown has been in discussions with other cities about the moratorium on utility shutoffs. Many of them have returned to business as usual. There are still a few that are not conducting shut offs. As of today, there are 185 accounts in shut-off status; 56 of those are over four months past due, 17 accounts are over \$1,000, and six accounts are over \$2,000. This is directly related to not doing shutoffs. He would like to discuss a date of to begin shutoffs again. He suggests at least six months out, which would allow staff to arrange payment plans with each customer. That being said, the Administrative Rules do not have guidelines for payment plans.

Discussion ensued. Late fees have not been added and shutoffs have not occurred since Council declared a State of Emergency. There are programs available to provide assistance.

Council President Morten agreed with looking at resuming shutoffs in January. It would give people an opportunity to start catching up. However, they will need to gage COVID again at that time.

Council directed Brown to bring back proposed amendments to Administrative Rules and a date.

Walsh clarified that every customer needs to have a payment plan. There will be customers who do not do anything until their water is shutoff.

**5. Review RFQ for St. Helens Industrial Business Park - John/Matt/Mouhamad**

2:54 p.m.

Walsh, Brown, and Zaher reviewed the RFQ. A copy is included the archive packet for this meeting. There is a lot of revenue opportunities for shovel-ready projects, and Phase I is fairly shovel-ready. They are seeking consent from the Council. Brown clarified that this is for Phase I only. They could potentially use the same contractor for Phases II and III. Putting infrastructure in makes it more marketable.

Councilor Topaz said the parcelization is a fairy tale. He sent three pictures to everyone. Some of that stuff is impossible. The fact that they are not bringing it up on the RFP, will put them in a bad spot. That whole waterfront is polluted. A couple of the cores show a problem. You cannot build anything on that parcelization.

Mayor Scholl corrected Councilor Topaz that they are only speaking of Phase I at this time. It is not a fairytale. It is a well-drawn parcelization, which goes down Kaster Road and ends at the mill. Topaz is twisting and plotting, and making these gentlemen look bad in public, and trying to make yourself look good. This will be discussed soon.

Mayor Scholl called Councilor Topaz out of order and requested Brown mute him. Mayor Scholl agreed to unmute him but reminded him to stay focused on Phase I of the development.

Councilor Topaz asked what industry they are looking for and what is the timeline. When he asked Maul Foster about the cooling pond and what they will do with the sewage plan, he was told that it has to go. Mayor Scholl repeated that this has nothing to do with Maul Foster and the sewer plant. This is about Kaster Road. Topaz continues to cut down staff members. Scholl is not going to continue to sit back and let it happen.

Councilor Birkle pointed out the parcelization plan was approved at a previous meeting. He asked how Councilor Topaz voted. Councilor Topaz talked about how the design process is wrong. He voted against it.

Councilor Chilton is concerned about the softball fields and making sure they are replaced. Council President Morten advocated to replace the ballfields in another area if those are removed.

The RFQ is on tonight's agenda for approval.

Payne clarified that Deputy City Recorder Lisa Scholl found the minutes when the resolution for parcelization was approved. All Council members voted in favor.

**BREAK - 3:11 p.m.**

**6. Discuss Discipline of Public Officer**

3:22 p.m.

Mayor Scholl read a public statement into the record:

The City Council recently was presented with a comprehensive report on the results of an extensive investigation into the alleged conduct of Councilor Stephen Topaz since he became a member of City Council in 2019. The investigation was initiated in September 2020, after several members of the public, staff, and vendors raised serious complaints about his behavior.

At a special open meeting on April 20, 2021, Councilor Topaz had an opportunity to respond to the report findings. During the investigation, he was contacted eight separate times to be interviewed about the allegations but chose not to participate. That was disappointing as his lack of involvement caused needless delay. Then, when given at least three additional opportunities to provide Council with an explanation for his actions, rather than address the specific issues raised, his responses were less than direct and sounded self-serving.

The executive summary findings of the investigation report have been made public. They show that Councilor Topaz engaged in activities which are not appropriate for a member of council. The City Council accepts the report and commits to addressing each concern.

The details of the report can be summarized in an excerpt from the executive summary of the report that says:

*"There is significant, credible evidence that Topaz has bullied staff, attempted to engage in adverse behavior against a staff member based on her gender and his own personal prejudices and made derogatory statements about staff publicly and privately based on his gender bias and personal prejudices.*

*There is also significant and concerning evidence that Topaz has made untrue or unfounded statements or omitted significant information in his statements about the City, its projects, and its employees both publicly and interpersonally which could have had the effect of creating a false impression in the minds of others about City staff and projects.*

*Topaz has made offensive public statements about citizens' race and disabilities.*

*Topaz has attempted to bring the City's focus and resources to his own personal property."*

These are all serious concerns. In addition, the investigator noted that multiple witnesses reported that Topaz *"told them he had no intention of working productively with anyone at the City."*

The City Council is greatly concerned that Councilor Topaz' actions have created a negative workplace environment for some staff members resulting in loss of productivity. It was reported that some members of staff fear that they will be the next person Topaz attacks publicly. Councilor Topaz's unwillingness or inability to explain or specifically address the allegations and investigation findings also causes the City Council great concern. The City Council values all its employees and strives to maintain a workplace where employees are enabled to do their best work on projects that further the interests of the entire community.

The City Council is now considering available actions to discipline Councilor Topaz in light of his conduct and apparent refusal to take any accountability for the investigation findings. The options are limited. The Council lacks authority to do more than to publicly reprimand him for his actions, make the public aware of the issues, and consider changes to policies and procedures to put protections in place to prevent further issues of this nature and to sanction future bad behavior. The Council is committed to establish and apply the same moral and ethical standards of behavior we expect from our employees to all Council members, as you the members of the public are entitled to demand.

End of statement.

Mayor Scholl pointed out the clear example of what is happening in the prior topic. They were just speaking about Phase I and Councilor Topaz wanted to make the City look bad and complain about Maul Foster and the lagoon. He had not right. There have been a number of incidences just like this that they have let slide. These are serious allegations. They are going to talk about how to move forward.

Mayor Scholl apologized to staff. They are being heard and Council is moving forward. They are working on putting protections in place for the future.

Council President Morten talked about the very serious concerns that were founded. This will cause humility to the Council and Councilor Topaz. It is going to be a dark shadow and very costly, and already has been. He reviewed the Council's Charter carefully. There is a way to resolve this quickly and right now. He encouraged Councilor Topaz to resign on his own accord. Do any other Councilors share his concern?

Mayor Scholl agreed. He also asked Councilor Topaz to resign. They are trying to move the City forward and Topaz is trying to interject half-truths to make himself look good. He is serving the same citizens. He has a biased against employees that has been very noticeable. He is fighting everything the City does. It is frustrating to get work done with him. It is deeply affecting staff. People who are watching think Topaz is wise and knows what he is talking about, but none of the statements made by him during the previous topic were true. He is not going to stand for it anymore.

As a newly elected member, Councilor Birkle was familiar with some of the issues at Council meetings and in the press. He did not agree with much of what Topaz said. It did not reflect what was heard at meetings or read in documentation. He thought it may be a clash of personalities and Topaz was rocking the boat. It is important to ask things in a way that does not blame or shame. When he was made privy to the report, he became very concerned and alarmed at the treatment of City staff and the impact of the reputation of City staff. They have to take strong steps. He is not sure he is at the point of asking Topaz to resign, but he is asking him to follow his conscious and heart and do the right thing. Topaz was voted in by the residents. Even before they make a statement of censure, they have to ensure employees have a safe workplace. Topaz has a right to perform his duties, but the safety and dignity of employees must be assured. These are issues that have gone back a couple years and need to be addressed now.

Councilor Chilton has not had the opportunity to work with Councilor Topaz very long, so does not feel like she can ask for his resignation. As an addiction therapist, she works with people to give them a second chance. She hopes to see that change in Councilor Topaz with a second chance. She agreed with corrective measures. She supports City staff and does not agree with many of the things that have happened.

Mayor Scholl asked about moving forward with a resolution or workshop. City Attorney Bill Monahan said Council could share their thoughts to have staff draft a resolution for their review. They could also talk about other steps, such as modifications to Council policies. A group activity may be the best way to move forward.

Mayor Scholl talked about the investigation being very thorough. The findings were very factual. This is not about whistle blowing. This is not about political posturing. This is really happening. He tries to align himself with the truth. This has been very slow and methodical.

Councilor Topaz was given the opportunity to respond and stated that his attorney will provide his response. Mayor Scholl said his attorney had multiple times to respond. This is severe. He would like to set a date to work with attorneys to draft a resolution and policies.

Councilor Birkle wants to assure staff...are there things that can be done prior to the censure? Council President Morten is averse to that because they need to consult with legal counsel. He is suggesting Councilor Topaz consider resigning. This is going to be a lengthy process.

Mayor Scholl asked the attorneys if they could hash out the discipline, protection, language, etc., in a two-hour meeting. Monahan said it is possible. They have submitted a memo with options. Council could give recommendations based on those options.

Council President Morten asked if the one meeting could be an executive session within a week. Monahan said there is no opportunity to use an executive session. It has to be done in an open meeting unless Councilor Topaz agreed otherwise. Councilor Chilton will be on vacation and will not be able to attend next week. She has seen the options from the attorney and is fine with them proceeding.

Discussion of when to hold the meeting. It was the consensus of the Council to hold the meeting on Monday, May 10, 2021 at 5:00 p.m. in the Council Chambers.

## **7. Strategic Action Plan Updates**

4:02 p.m.

Brown reviewed the updates.

- There are two Memorandums of Understanding (MOUs) on tonight's agenda to change the effective dates of the salary schedule. The new financial software does not allow them to do midmonth changes in the middle of payroll. This aligns the salary schedule with the pay schedule.
  - St. Helens Police Association
  - AFSCME Union Association
- Tonight is the first reading of the Ordinance for the Public Safety Fund fee. The Ordinance does not add a fee. It adds a mechanism for the Public Safety Fund and fee. The Ad-hoc Committee met last week and reviewed two options for financing the plan through a Bond and other dedicated revenues. They will be reviewing that at the next meeting.

## **8. City Administrator Report**

4:04 p.m.

- Urban Renewal Agency meeting tonight at 6:30 p.m.
- Smith Timber Sale is out for bid right now. Bids are due May 26.
- Riverwalk projects are moving nicely.
- Phase I at the mill is about being shovel-ready.
- Working with Main Street and Board recruitments.
- Columbia County is going back to the high-risk category. Business will be receiving money from the governor.
- Met with Councilor Chilton last week to discuss tourism. He welcomes other Councilors to do the same thing. They talked about sports being an avenue for tourism.

**ADJOURN – 4:08 p.m.**

**EXECUTIVE SESSION**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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

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

# City of St. Helens

## CITY COUNCIL

### Executive Session Summary

May 5, 2021

*This meeting was held electronically via Zoom.*

**Members Present:** Rick Scholl, Mayor  
 Doug Morten, Council President  
 Patrick Birkle, Councilor  
 Stephen R. Topaz, Councilor  
 Jessica Chilton, Councilor

**Staff Present:** John Walsh, City Administrator  
 Matt Brown, Assistant City Administrator  
 Kathy Payne, City Recorder  
 Bill Monahan, City Attorney with Jordan Ramis PC  
 Matthew Kahl, City Attorney with Jordan Ramis PC

**Others:** None



At 4:10 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- **Real Property Transactions, under ORS 192.660(2)(e)**
  - Update on the transaction for the purchase of the Childs Road property.
  - Update on the potential acquisition of the Dalton Lake property.
  - Update on the potential acquisition of the property adjacent to the Columbia Botanical Gardens.
- **Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h)**
  - Update on the Columbia River PUD Franchise negotiations.

The Executive Session was adjourned at 4:34 p.m.



ATTEST:

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

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



# COUNCIL REGULAR SESSION

Wednesday, May 05, 2021

## DRAFT MINUTES

### MEMBERS PRESENT

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

### STAFF PRESENT

John Walsh, City Administrator  
 Matt Brown, Assistant City Administrator  
 Kathy Payne, City Recorder  
 Mouhamad Zaher, Public Works Director

### OTHERS

Brady Preheim	Chelsea Schulz	Heidi Oliver
Ginny Carlson	Casey Jolissaint	Tim Goodman
Autumn Oliver	Ken Beeler	Keith Locke
Erin Saulsbury		

### CALL REGULAR SESSION TO ORDER – 7:00 p.m.

### PLEDGE OF ALLEGIANCE

Mayor Scholl recited the Pledge of Allegiance.

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

- ◆ Casey Jolissaint. She is a St. Helens resident and is here to speak in support of the pool. They moved here 15 years ago when she was pregnant with her first son. One of the reasons they chose St. Helens was because of the pool. It is a treasure and is maintained very well. It is an asset in the community that she would hate to lose. The Recreation Program is one of the best things the City has done in the last few years. She realizes the pool is a separate district from the City, but their goals align. She would appreciate anything the City can do to keep it running.
- ◆ Ken Beeler, President of the Alano Club. He read a letter into the record that was given to the City the day before and was distributed by email to the Council, a copy is also included in the archive packet for this meeting. The Alano Club is requesting support to replace the failing HVAC system. They have a Board member who is a licensed contractor that can provide the system at cost and provide free installation.

Mayor Scholl declared that he sits on the Alano Club Board. It is very important to the community and meets the Council's mission statement.



Discussion ensued.

City Administrator John Walsh pointed out that the City owns the building. It is leased to the Alano Club, much like the lease with the Senior Center.

Councilor Chilton asked about the funding source. Assistant City Administrator Brown responded that Senior Center projects normally come out of the facilities major maintenance fund, which would likely be the same for this.

Councilor Birkle questioned the need to go out for bids since it is a City facility. Brown responded that they have solicited bids for the Senior Center. This situation is particularly unique because they have someone willing to do it at cost. Walsh added that the Council has the ability to waive the bid process and recognize the value to the community.

**Motion:** Motion made by Councilor Topaz and seconded by Councilor Chilton to accept the offer that the City buys the equipment, and they install it. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

- ◆ Brady Preheim. He was very disappointed with today's work session. He was hoping to see a unified front asking for the resignation of Councilor Topaz. It is City Council, not "City Counseling." Councilor Topaz has had many, many second chances. Ten minutes before they began deliberating his discipline, Topaz told them a bold face lie. Then he tried to disrupt deliberations by bringing up an entirely different piece of property that was not even in the discussion. Either Topaz is mentally incompetent, or he is deliberating trying to start chaos, which he has said that is his goal. The Ordinance that they draft on May 10 needs to include a mental evaluation. That would be the only way to remove him from his position. If someone from CCMH or the School Board behaved towards staff in the way Topaz has behaved, they would be terminated. Staff should be able to give an anonymous suggestion as to what should happen to him. Council has failed to protect their staff.
- ◆ Keith Locke. He has a few comments about the Councilor Topaz investigation. It is disgusting that the City has to go through this. He recommends Councilor Topaz resign. He also suggests the community form a recall for the November election. Topaz has cost the City several hundred thousand dollars. They are lucky that staff members have not sued the City as well. He thanked staff for being patient. The information needs to be released to the public, followed by a recall.
- ◆ Ginny Carlson. During her eight years on Council, she witnessed Councilor Topaz bully and badger staff in public meetings. Once he was elected, she watched him publicly harass people and create a hostile work environment. The two years she served on the Council with Topaz were the most stressful of her life in St. Helens. No one should have to work in that environment. These are not allegations; they have been substantiated. She personally knows of two staff members who have the grounds to sue and never work another day in their life. The Council cannot turn a blind eye. He is victimizing men, women, and minorities all in the name of the City of St. Helens. People have a right to work in a suitable and fair environment. If a manager at the City had behaved this way, they would already be unemployed. They had numerous conversations in executive session about his behavior and nothing changed. People should not find a scandal when they Google St. Helens.
- ◆ Matt Brown. He expressed the disappointment, anger, frustration, and lack of empathy that he and other employees are feeling towards the Council following this afternoon's meeting. Respectfully, they have failed the employees and community in their inability to make a collective decision based on actions that are factually true and have been substantiated. Brown thanked

Council President Morten for taking a stand and requesting his resignation. He also thanked Mayor Scholl for supporting that request. Following his public comments at the last meeting, he received support and outreach from employees who are not willing to be public about what has happened to them. Community members are apologizing to him for what he has been going through. Seeing today's work session agenda item brought hope that something would finally be done to protect himself and other employees. For the fourth time, he is pleading with the Council to do something. If Councilor Topaz were a City employee, he would be fired. If he were a schoolteacher, he would be fired. If he were a counselor at CCMH, he would be fired with no second chances. They have given him multiple chances to apologize, explain himself, and show he can change, and he has failed. You could see the smirk on his face during today's work session because he is winning. He continues to come into City Hall and badger employees, wasting their time, and berate them in public. Brown thanked Mayor Scholl for standing up for himself, Walsh, Mouhamad, and other employees who had to listen to that. Addressing the new councilors, he understands they came in during the middle of this and do not want to deal with it. It is not their problem or their fault. They did not start this, but neither did he. This is not why he works for the City, nor the other 70+ employees who work for the City. He had to make a lot of process, operation, and practice changes when he took his job. He did not hide behind the fact that it had been done differently in the past. He expects Councilors to do their job and protect their employees. They can show they care by acting tonight. The longer they wait to act, the larger the claims against the City will be. They have all read the full report, which he has not even had access to. He is requesting the Council suspend all interactions from Topaz with staff until the investigation is complete and there is a resolution. He should no longer be allowed to come into City Hall unannounced. He should make an appointment with one person who can answer his questions or get answers for him. He is pleading with the Council to protect and support their employees.

Mayor Scholl stated that Councilor Topaz had a lawsuit against the City in 2009. He blamed the City for his flooding basement. He lost in court. The City spent hundreds of thousands of dollars. It has been evidently clear throughout the investigation that Topaz has continued to get payback from the City. Scholl has witnessed his sexist comments against one of the employees involved in the lawsuit. This is not about him shaking things up and whistleblowing. Ask anyone who has worked for the City or been involved in the lawsuits. There is someone on the Zoom call that recently verbally assaulted him at the Safeway ATM. It was inappropriate at that time. He serves all citizens and will meet with them at any time.

- ◆ J. She is here to comment about the property at 367 N. Vernonia Road, which is next to hers. She has been in contact with the Police Department since October 2019 reporting her driveway being blocked and letting their Pitbull wander. There is a large family living on the property in an RV. They have 3-4 dogs that are not fenced or leashed. The dogs are in her yard more than their own and they are not friendly. Her kids are not able to play outside. She has been reporting that their dogs are bringing poop diapers into their yard and tearing them up. They have buckets of dirty diapers all over their yard. There is scrap metal all over their yard. She has done everything she can to be cordial about it. She no longer feels safe or heard. She has reported all sorts of things and she is at her wits end. Something really bad will have to happen before anything gets done. The Police Department has issued citations, he has been cited in court, and he does not show up. She is pleading for the Council to help.
- ◆ Erin Salisbury. She did not intend to comment today, but it feels important. Her comments were directed to Councilor Topaz. No one expects him to or believes he will resign. She has known people like him in her life, where feelings are not as valid as the facts he is pursuing. She understands that he believes he is doing good for the City and he is being the bulldog that many

of his constituents elected. None of us are the bad guy in our narrative. He is fond of reminding everyone that he has training as an engineer and that he has a brilliant mind. It is one thing to build and design a structure, like a bridge, and do all the engineering for it on paper. It is really hard to make a real bridge stand if you forget something like the sheer force of wind. How people feel about their work and how they feel about their city is the sheer force. She hopes he understands that the facts about how people feel and about how he treated people are not imaginary. He has not accounted for real-world variables, which are the people who make up the City. That is why people are upset. These are still valid facts, and they would like him to step down. She does not see any way he can repair this situation. She asked for the Council to move on and do something. Protect City employees who are working so hard.

### **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

Mayor Scholl read Ordinance No. 3264 by title for the final time. **Motion:** Motion made by Councilor Topaz and seconded by Council President Morten to adopt Ordinance No. 3264.

Question. Council President Morten asked to receive a copy of the updated amendments. City Recorder Payne confirmed she can provide that.

**Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

### **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.

Mayor Scholl read Ordinance No. 3265 by title for the first time. The final reading will be held at the next meeting.

- 3. Ordinance No. 3266:** An Ordinance Amending the St. Helens Municipal Code to Create Chapter 13.30 Relating to a Public Safety Fee

Mayor Scholl read Ordinance No. 3266 by title for the first time. The final reading will be held at the next meeting.

### **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

Mayor Scholl read Resolution No. 1916 by title. **Motion:** Motion made by Council President Morten and seconded by Councilor Topaz to adopt Resolution No. 1916.

Question. Councilor Chilton asked what happens next. Mayor Scholl explained that a notice will be posted, and they have a deadline to clean it up. If it is not cleaned up, the City will hire a contractor to clean it up and put a lien on the house.

**Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

### **AWARD BID/CONTRACT**

- Award Water System Master Plan Update Project to Keller and Associates, Inc.
- 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

**Motion:** Motion made by Councilor Topaz and seconded by Councilor Chilton to approve '5' through '7' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

#### **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

**Motion:** Motion made by Council President Morten and seconded by Councilor Chilton to approve '8' through '11' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

#### **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

**Motion:** Motion made by Council President Morten and seconded by Councilor Topaz to approve '12' and '13' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

#### **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

**Motion:** Motion made by Council President Morten and seconded by Councilor Topaz to approve '14' through '17' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

#### **WORK SESSION ACTION ITEMS**

##### **Pool**

Mayor Scholl summarized the discussion from the work session.

**Motion:** Motion made by Councilor Topaz and seconded by Council President Morten to adjust the water rate for the aquatic center to 50% until June 30, 2022.

Discussion. The district will come back to the Council if they need to extend the deadline.

**Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

#### **MAYOR SCHOLL REPORTS**

- A letter was submitted to the Governor from the County Commissioners and City leaders. He believes that impacted her decision to reduce the level from extreme to high. COVID is very difficult. Continue to wear a mask, wash your hands, and social distance.
- They are moving forward with plans for an Independence Day celebration.
- He would like to plan for Citizens Day in the Park. They normally have it on the second Saturday of August, but that is the 100-year celebration in Scappoose. He suggested holding it August 21 or 28. They will have to wait until it is closer to determine what that will look like.

Council President Morten would like to plan for it. It is good for the community.

Mayor Scholl will check with staff and come back to Council with a date.

- Council typically takes the first Wednesday of July off from meetings. Consensus of Council to do the same this year.
- Would like to resume in-person Council meetings.

Brown confirmed that the audio issue has been resolved. Consensus of the Council to hold the next meeting in the Council Chambers with the ability to Zoom into the meeting as well. Limited visitors would be allowed in and may need to wait in the lobby.

- Apologized to staff for the time it is taking to resolve the Council Topaz investigation. They are meeting on Monday to discuss it. It is complex. They are trying to protect staff. The investigation has worn on him personally. He does not like the drama. It costs nothing to be a decent human being. He has read comments about himself. He is not affiliated with anyone. He is more conservative than liberal. People should not assume anything about him, they need to come talk to him. The people making comments about him are no different than Topaz's behavior.

### **COUNCIL MEMBER REPORTS**

Council President Morten reported...

- He talked about some of his core values and the reason he asked Councilor Topaz to resign. Topaz is a good person and does a lot for the community. But he has done a lot of horrible things to our staff. Morten is here to protect the staff. There is also an element of trust in teamwork at the City. He talked about learning trust and teamwork doing youth sports, farming, serving in Vietnam, coaching, teaching, and now serving on the Council. Along came an issue that began to divide the Council and community, which was discussion of bringing in toxic elements to fill the lagoon. The Council wanted to learn more so they met with Maul Foster in executive session and simply used the wrong ORS number. There was a disruption in the meeting. At the end of the meeting, he apologized to everyone in attendance, which included staff from the Governor's office and DEQ. That was the first time, since being on the Council, that he had a gut feeling about what happened. What happened after that is where there was the mistrust. Topaz went to the paper and suggested what happened in the executive session, which is illegal. He left himself out of it and turned the other four Council members into the Ethics Commission where they were all fined money out of their own pocket. He now has a violation of the Ethics Commission on his record, "Thank you, Mr. Topaz!" He has been harboring a lack of trust on the Council. It could be a great team with new, enthusiastic Council members, and a great mayor with enthusiasm and leadership qualities. He has a hard time moving past the mistrust. He is asking his friend, Topaz, to consider resigning. It would help him and everyone else.

Councilor Topaz reported...

- The virus is among us and the Governor is making adjustments.
- The Library is kind of open with restrictions. The best way to find out details is by calling them.

Councilor Chilton reported...

- She feels pretty attacked and wants to be transparent. Bullying is not okay. There are people listening who have personally bullied her. They have said things about her last name, about her career choice, and about people in the community who are recovering from addiction. It is not okay, and you need to practice what you preach.
- She feels blindsided by the rest of the Council. She had no idea they were going to come tonight and ask for someone's resignation. She was shocked that it was even on the table.

- She also signed the letter to Kate Brown to re-open businesses. She was really glad to see Columbia County move from Extreme to High. The pandemic is not going to go away. They have to find ways to support the community and businesses.
- She is really looking forward to the new playground in McCormick Park.

Councilor Birkle reported...

- He referred to Art Leskovich's comments at the work session concerning the creation of a commission or ad-hoc committee for advising on issues related to environmental impacts on City projects. He would like to see a goal to preserve as much of our native species as possible.
- He addressed the issue regarding Councilor Topaz. He also feels blindsided by statements that were made. He hears the pain and the urgency that Brown expressed. He was not aware that Topaz's behaviors were continuing. Birkle talked during the work session about not blaming or shaming but wonders if former Council members could have taken steps two years ago when this started. He understands the current members are responsible now to make decisions. The most important issue is having a safe workplace. He pleaded with Topaz to not continue with these behaviors that bring chaos and liability to the City, even if that means resigning. Action needs to be taken to not allow these same behaviors to continue. Is there anything they can do tonight to create a workplace that employees feel safe and productive?

Mayor Scholl responded that they do not have anything in place right now, which is why they are meeting on May 10. He wants legal advice.

Discussion of not being able to do anything until they receive legal advice. Councilor Topaz was asked if he would be willing to take administrative leave with limited access to staff. Topaz responded that his answer is the same, "my answer will come from my attorney." Councilor Birkle explained that his attorney does not need to provide him with legal counsel to have the decency to agree to not engage in the behaviors that have brought them to this point.

Mayor Scholl talked about the stress this has had on staff and Council. Life is hard enough and they should not make it more difficult. There was an example earlier where Councilor Topaz tried to make staff and the rest of the Council look like idiots. Watch the work session video just before and after the break. He will sensor Topaz and call him out every time he is misleading. Please be kind to one another. Scholl falls short sometimes and is not perfect. He apologized to staff. If the actions continue at the workplace, call the police to make a record of it. He recommends they build their own civil case. They are committed to finding something to lean on at the May 10 meeting.

## **OTHER BUSINESS**

### **ADJOURN – 8:36 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Rick Scholl, Mayor



## COUNCIL SPECIAL SESSION

Monday, May 10, 2021

### DRAFT MINUTES

#### MEMBER PRESENT

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

#### MEMBERS ABSENT

Councilor Jessica Chilton

#### STAFF PRESENT

John Walsh, City Administrator  
Kathy Payne, City Recorder  
Lisa Scholl, Deputy City Recorder  
Mouhamad Zaher, Public Works Director  
Rachael Barry, Government Affairs &  
Project Support Specialist

Jacob Graichen, City Planner  
Sue Nelson, City Engineer  
Tina Curry, Event Coordinator  
Bill Monahan, City Attorney  
Peter Hicks, City Attorney  
Matthew Kahl, City Attorney

#### OTHERS

KOHI	Casey Jollisaint	Suella Springfield
Scott	Al Petersen	Bob Brawand
Brady Preheim	Steve P.	Doug Walker

#### CALL SPECIAL SESSION TO ORDER – 5:10 p.m.

#### DISCUSSION TOPICS

##### 1. Discussion regarding the Discipline of Councilor Stephen Topaz

Mayor Scholl expressed the importance in reviewing future accountability measures for the entire Council, as well as the current disciplinary action. He would like to move forward with a resolution. The following is already in place:

- Resolution No. 1509 Code of Ethics
- Resolution No. 1837 Operating Rules and Procedures
- Resolution No. 1838 Governing Policies

Attorney Bill Monahan reported that they are looking for direction from Council on how to proceed. They have taken the findings from the investigation and drafted a resolution and memo with their recommendations, both of which was distributed to Council and available in the archive packet for this meeting.

- Resolution of reprimand or censure for engaging in behavior that was a violation of the City's Code of Ethics and Policies. Monahan read the draft resolution. The earliest it could be adopted is May 19.

Mayor Scholl talked about the sustained allegations resulting from the investigation. Councilor Topaz asked when he would be able to see the findings from the report, which the rest of the Council has seen. He has only seen the redacted summary. He referred to this as a "shoot Topaz in the head and foot and don't give him a gun to shoot back." Mayor Scholl argued that he was given at least three opportunities to provide an explanation for the actions. Councilor Topaz restated that he wants to see the report about him. He talked about his constitutional rights to know who is charging him and what the charges are.

Mayor Scholl reminded him that they had a meeting to review it and Councilor Topaz said he would be there but did not show up. Topaz argued that he was in the hospital. Mayor Scholl said it has been one thing after the other; his attorney has not been available, and he evaded the investigator the entire time. Topaz said his attorney was in the hospital and he cannot be interrogated without his attorney present. Scholl responded that it was not an interrogation. Topaz could not answer her calls without his attorney. COVID and distance is reality. No one ever came to his house.

Attorney Peter Hicks clarified that the investigator reached out Councilor Topaz eight times over a three-month period. Topaz either did not respond or said he needed his attorney present. The first time they received any indication that Topaz actually had an attorney was in April this year. The attorney appeared at a recent Council meeting to review the executive summary. Topaz was given the opportunity to respond to the allegations at that meeting and declined. At that meeting, they discovered that Topaz's attorney was from the same law firm as the previous attorney. That firm has three attorneys. Any of those other attorneys could have attended. The investigation has been going on since September last year. Topaz was first contacted in November and never made himself available. Topaz has had at least three opportunities to discuss and respond to the allegations. In two of those meetings, the executive summary findings were shared with Topaz. At the meeting Topaz failed to attend, which was scheduled at a meeting he attended, the investigation in full was shared with all the Council members. At this point, they have decided not to turn over the investigation report, in part because of attorney client privilege and more importantly, over concerns related to retaliation as many of the investigation participants were concerned about retaliation that did in fact occur. There were 11 opportunities for him to respond.

Councilor Topaz expressed that he is not required to put the noose around his own neck. The fact that he did not show up is not a sign of guilt. It was an inconvenience. The fact that he is being charged by people who are unidentified is against the law. There are a bunch of people saying he is going to retaliate. If he mentions that someone did not their job, that is probably called harassment. If they feel bent out of shape or that boss feels bent out of shape, that is tough. He reports to the citizens of St. Helens, not to the staff and not to the Council.

Mayor Scholl argued that this was not a case of people not doing their job. This is about Councilor Topaz being a whistleblower and saying that people are not doing their job. That is absolutely not the truth. The investigation was thorough. Scholl said that Topaz admitted to the entire Council that he tried to direct funds to his project. Topaz argued that he did not. Scholl agreed that Topaz did say that 20 other neighbors would also benefit from it. That is a violation of ethics. Topaz argued that it is not when he is representing his entire neighborhood. He took Walsh to that home and showed him the water coming in. That home is four homes away from his. That is not his personal business. It is his job as a Councilor to try to get things fixed for his entire community. Scholl stated that he is not comfortable with him bringing Walsh in. Topaz argued that Walsh is a witness and is on staff. Scholl reminded him that he could have presented all of this to the investigator. Now he is wasting their time. There is video evidence multiple times of Topaz bringing these things up.

Councilor Topaz said he showed Walsh the problem. Walsh is supposed to be the communicator between Council and staff if there is a problem. The water problem could have been solved before he was even a Councilor. His six sump pumps are pumping the water out of the low end. The City put the sewer system into that area in 1912 to get rid of the water on that end, and they stopped that. That is on paper.



Mayor Scholl stated that Councilor Topaz filed a lawsuit in 2009. Topaz said it was for the City's ability to be responsible for that. It was not whether the City did it wrong. The fact that it did not follow EPA regulations is another point. The trial was whether the City was responsible, and the people said no. Scholl summarized that Topaz filed a lawsuit against the City in 2009, he lost, he appealed, and he filed again. Topaz argued that he did not appeal. He went to the State Licensing Board about the Engineering of...

Monahan reminded the Council that they are beyond the opportunity to discuss the investigation. This is about discipline and potential changes.

Councilor Birkle pointed out that speaking for the neighbors is limited according to the Code of Ethics. He personally had issues when the I&I was done at his house. Now he has to get a pump for the crawl space. However, if his neighbors contacted him about a similar problem, he would refer them to City staff and then to Council. They are not trying to re-argue a particular incident.

Councilor Birkle pointed out the need for a comma after the word "members" in the title of the draft resolution. The document is well-crafted. He reviewed documents last night to determine if Councilor Topaz was aware of the particular resolutions and policies. Resolution No. 1881, which was passed on April 15, 2020 by unanimous vote, includes individual Council member agreements. This does not mean they cannot question or raise our concerns, but they have all agreed to ways of doing that. Resolution No. 1983 Personnel Policies and Procedures, which was passed unanimously on July 1, 2020, includes a no harassment policy that does include elected officials. Birkle was not on the Council when the investigation began but read articles and attended meetings. He often scratched his head about statements Topaz made and the manner they were made. There are ways to address concerns. They need to respect the work of people and staff. The public statements in newspapers and in meetings brings discredit to the City and undermines the competence of City employees. Because Topaz has signed these documents, the draft resolution is justified. This is sufficient to move ahead with a censure.

Councilor Topaz said normal procedure when there is something you do not like or concerns from citizens is for the Councilor to talk to Walsh about it. If there is no reaction, is it the Councilor's position to not do anything because it will get people upset or is it to try to remedy the problem that is hurting our citizens, even though it is going to be done in a mean and loud way? There are a number of things said in the investigation that are wrong. The person is calling harassment is the person getting asked. He could ask anything, and it could be considered harassment. If you are doing something wrong or it could be done a better way, a question is a nice way to point it out. Since he does not have the authority to tell staff what to do, his biggest tool is a question. What happens if the question is verified that it is a problem, and the City is trying to cover it up? Is that harassment or the Councilor's job?

Council President Morten told Councilor Topaz that he does not try to solve problems on his own. When he sees them, he brings them to the Council. Explain the problem and discuss it at a work session. With his lawsuit, that had not been done. In many senses, he was not part of Council and circumvented the Council by not coming to them to deal with it. Do not circumvent the Council and go to the City Administrator. Topaz responded that he did go to Council before the lawsuit and before they were digging dirt. He has been doing it according to his way for a long time. He has been asking for a long time to have that stormwater removed. The official word was that "the City was not negligent in doing it."

Mayor Scholl called for order. Council takes these allegations seriously. They are not here to discuss the investigation. They are not here to say the City is covering stuff up. He already had a chance. Councilor Topaz argued that he was never given that chance. Scholl stated that is a lie. He is tired of the half-truths and miscommunication happening in these meetings. It makes Council and staff look incompetent. They are making hundreds of thousands of dollars, specifically the City Administrator, Public Works Director, and Finance Director, that Topaz called out recently during a meeting.

Monahan suggested Council hold a retreat to discuss how to bring forward issues and how to address mistruths stated in meetings. However, that is not what they are talking about tonight. The allegations have been substantiated. His memo includes reference to a Council communication agreement. It reviews the role of all members, such as reference to respect and supporting a decision once the vote is taken publicly, even if you voted in opposition. It should not continue to be brought up when it is not on an agenda. He suggests when disagreements are brought up to add it to a parking lot for discussion later during the meeting or at a future meeting.

Councilor Birkle talked about an example of when they were looking at the St. Helens Industrial Park Phase I RFQ. Councilor Topaz raised concerns about another part of that. It is valid to have concerns, but it did not apply to that phase. It could be added to the parking lot to discuss at a later time. It needs to be set aside to be accountable and efficient during meetings. Topaz responded, "as an Engineer," that he sees a real problem that will cascade through the whole thing. Can we bring it up if it will have an impact on future phases? Mayor Scholl reminded him they are not here to discuss that.

Councilor Topaz explained that he went to Courts, City, and the State Engineering Licensing Board, who said they had no authority. Administrative Court said he was right. The Appeals Court said he is not allowed to talk about this publicly. The Supreme Court said he is not allowed to talk about it, even the storm system is affecting a number of properties in that area. Did the investigator check out the problem?

Monahan responded that Councilor Topaz had multiple times to raise that issue and the investigator could have looked into it. Topaz interjected that it has been brought up at Council meetings. Monahan reminded Topaz that direct communication was needed. He does not know whether the investigator saw that. Hicks added that Topaz does not have to participate in the investigation. The cases Topaz is talking about is public record and anyone can look them up. However, the purpose now is to deal with the investigation findings and move on. This meeting is to discuss the resolution in relation to Topaz's conduct, as well how the Council will move forward for all Council members.

Councilor Birkle would like to move forward with procedures to protect staff. He did not call for Councilor Topaz's resignation at last week's meeting. He did not know the Mayor or Council President Morten were going to call for resignation. Mayor Scholl added that he did not know it was going to be brought up either. Council President Morten explained that he brought it up after researching the Charter and seeing that resignation was an option, which is why he suggested for Topaz to consider it. Birkle does not question that, but it was brought up later that evening that they were not unanimous. From the beginning, they have been unanimous that the issue needs to be addressed through a resolution. He has always believed and tried to protect staff. The proposal does not restrict Topaz's first amendment rights. There are things that can be done to allow Topaz to fulfil his responsibility as a Councilor, but also provide buffers and protection for City staff.

Councilor Topaz said City staff are doing something wrong. If you say, "you are doing it wrong," it is a hard indictment. It is difficult to get correction with a Union Shop. How do you address a problem when you have been informed by a citizen? Right now, it is automatically called harassment. Council President Morten responded that they need to bring it to the Council. Monahan added that there is a process in place for citizens to bring concerns to the Council. The Council makes decisions as a group. No Council member acts individually. Topaz asked what happens if the Council votes 3-2 and it is federally illegal. They have all taken an oath to follow the laws of the United States, State of Oregon, and City laws. Are you bound... Monahan responded that they are not ready to give legal advice. Any issues of legal nature should be raised through the City Administrator and he can bring it to their attention.

Monahan reviewed the attorney's recommendations:

- Public statement
- Draft resolution to approve next Wednesday as it is written or modified
- Staff is waiting on clear direction from Council and protection

- Access restrictions. This is not an effort to impede on Councilor Topaz's first amendment rights as a citizen or his duties as a Councilor. The restrictions have to be made in a way to not impede his ability to perform his duties.
  - Certain employees feel uncomfortable when they are interrupted, asked to perform tasks, and he stays for an extended period of time.
  - Voters have a right for him to perform his duties.
    - Take part in group settings and take City action.
    - There are times they may need to come to City Hall for other purposes. Given the nature of the complaints filed and substantiated, he thinks it is important to place access restrictions. He suggests restrictions be added for one point of contact. The key point of contact could be Walsh and he has the ability to delegate.
  - Consider saying that Topaz shall not be permitted to meet with any City employee or personnel with the exception of the City Administrator and City Recorder without pre-authorization of the City Administrator.
  - Consider requiring that Topaz notify the City Administrator in advance of attending an in-person meeting.
  - Consider limiting his engagements to only the individuals he is scheduled to meet with.
  - Consider directing requests for information of materials through a designated individual.
  - Consider requiring a third employee always be in attendance when he is meeting with one employee.

Hicks talked about the balance of the City being an employer and Topaz being a Councilor. As an employer, the City is required to protect employees. The recommendations would still give Topaz access to the information and people he needs. Council cannot disregard their obligation as an employer. Topaz pointed out the problem he has with that. Someone could say they are the boss and direct them not to talk to Topaz. Monahan responded that is an assumption.

Monahan used to perform trainings for the League of Oregon Cities. There is an adherent assumption that everyone is on the same team and they all believe in the quality and abilities of the other individuals. He suggests the Council obtain a facilitator and hold a retreat to help them understand the needs. It is imperative that they believe in the people who are working for them and the processes. If there are concerns from one Councilor, then it could be brought to the others. Ideally, it would be raised in a private setting to bring the facts forward without damage to anyone's integrity or reputation. Mayor Scholl confirmed they did that, which is where the Council Mantra came from. Monahan said the best efforts need tweaking. Unfortunately, not everyone has to cooperate. As a result, they may not be as productive as they want to be. He knows they have tried to make it work. Discussion ensued about the efforts made and holding another retreat, especially with new Council members on board.

Discussion of how to proceed. A resolution is the strongest way to proceed. That could be followed up with actions. It was the consensus of the Council for the resolution to address item numbers 1, 4, and 5 on the memo.

Councilor Birkle is concerned that they will not be able to act on this until a week from Wednesday. He wants to see Councilor Topaz have the decency to stop taking staff's time and harassing them. Topaz argued that he is a Councilor, and they are supposed to help them. He has not been harassing anyone. Hicks reminded him that Council does not supervise employees. The City Administrator can set conditions on how employees interact with Council members.

Monahan proceeded to review suggested amendments to existing documentation to avoid future reoccurrences and hold all Council members accountable.

- Governing policy. Change the language that assigns a Council member to a department, making it dependent on if they have not been censured or publicly reprimanded.

Councilor Topaz asked what happens if an employee makes a statement about a Councilor bothering them and the investigation shows that was not true? Right now, everything is that the employee has more power than the Councilor. Hicks repeated that hypothetical situations are extremely difficult. His duty as an employer is always to the employee first. The employee has certain things that are protected conduct, including making complaints. What matters is how the City reacts to the complaint. If the City finds that that the complaint was completely illegitimate and completely made up, the City can then determine whether to discipline the individual. It is the City's first duty to make sure that harassment, discrimination, or inappropriate conduct is stopping while the investigation is happening. Topaz responded that everything has only been in one direction so far. Mayor Scholl argued that is wrong. The employees have zero power over any of the Council. The Council can fire anyone with a 3-5 vote. Topaz does not think that applies the same to union members. Scholl apologized to the employees. They are wonderful.

- Code of Ethics, Resolution No. 1509. Can add more specific reference to potential violations of sanctions. He has seen some communities that have a very elaborate censure policy.
- Operating Rules and Procedures, Resolution No. 1837. Can add a new section for conduct outside of meetings.

Councilor Topaz asked if a Councilor could go look at a job site. Monahan said yes, any member of the public can do that. The Councilor can bring back their observations to the rest of the Council. One member of the Council may not think anything was done but the rest of the Council may think it has been addressed and are ready to move on. Council needs to discuss at a retreat how to handle that.

- Council Commitment or Communications Agreement. This would be a new agreement reviewed annually and signed by all Council members.
- Oath of Office. Create a document defining the role and expectations of Council members.

Based on discussion, the attorney will modify the resolution to include item numbers 1, 4, and 5 from the memo.

Walsh reported that his role is to serve everyone, including Council and staff. It is also developing relationships outside the City and moving the City forward. Monahan mentioned the option for Council to direct the City Administrator to channel all staff communications until the investigation is complete. Is it the Council's desire to do that? Mayor Scholl concurred. Hicks expressed that it should happen if there are any concerns about conduct still occurring. It is within the scope of the City Administrator's authority.

#### **ADJOURN – 7:03 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Rick Scholl, Mayor

## Library Assistant

**DEPARTMENT:** Library  
**DIVISION:** N/A  
**SUPERVISOR:** Library Director  
**CLASSIFICATION:** Non-Exempt (overtime eligible)  
**UNION:** Dependent upon hours worked  
**CONFIDENTIAL:** No



### POSITION SUMMARY

~~Performs various duties within the Library requiring general knowledge of library operations, primarily in the circulation area, including technical services, children's services, and limited ready reference. Provides public service as the library patron's first point of contact; Performs essential circulation functions of checking materials in/out, shelving, collecting fines/ fees, answering the telephone, and assessing material damage; Provides support to public computer users; Instruct patrons in library catalog use, finding materials, limited reader's advisory, and ready reference; Assist patrons in accessing digital services; Assist with, and occasionally develop, library programs.~~

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### SUPERVISION RECEIVED

Works under the general supervision of the Library Director.

### SUPERVISION EXERCISED

Supervision is not a typical function assigned to this position. May provide training and give direction to volunteers.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following, but are not limited to:

- Prepare the library for opening and/or closing. Staff the circulation area, which includes checking library materials in and out; collecting fines/fees; answering the telephone; reviewing returned materials for damage, arranging materials for re-shelving and shelving materials.
- Perform paraprofessional library duties such as searching the library catalog, locating or requesting items, and notifying patron of arrived requests. Instruct patrons in the use of the online library catalog to locate materials. May provide limited reader's advisory and ready reference services for the public.
- Respond to inquiries from the public regarding use of the library. Explain use of facilities and equipment, e.g., public-access computers, printers, photocopier, microfilm reader, etc. Explain library programs and services to patrons. Provide directions in the use of Library of Things items available for checkout such as mobile hotspots and 3-D pens.
- Issue library cards in accordance with City policy.
- Provide support to patrons using the public access computers, e.g., formatting resumes and documents, finding information, internet safety, forgotten passwords, setting up email accounts, etc.
- Provide support to patrons in accessing digital services such as eBooks, digital magazines, etc. using their personal devices such as phones and tablets.

- ~~May also~~ Assist with, and occasionally develop, library programs including the development ~~creation~~ of displays, brochures and event flyers, children's ~~craft~~ activities, makerspace offerings, etc.
- Manage room reservations and event registrations.
- Balance the till on a rotating basis; record total amount in log. Issue refunds from petty cash. Operate a Square credit card device.
- Maintain cooperative working relationships with co-workers, City staff, volunteers, other organizations, and the general public.
- Follow all safety rules and procedures for work areas.
- ~~Administrative support for the Library Board including, but not limited to, creating agendas and packets, attending meetings, and creating meeting minutes.~~

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## PERIPHERAL DUTIES

- ~~Provide assistance to~~ Aid other staff as workload and staffing levels dictate.
- Perform various clerical tasks in support of library operations, e.g., data entry and review of same by others, photocopying, completing reports, creating posters and brochures, publicity, ordering supplies, etc.
- Write book reviews and create social media content.
- Create digital graphic design for electronic flatscreen displays.
- Perform basic book processing, book repairs, and disc polishing.
- Review, sort, and box book donations. Assist the Friends of the Library with accessing donated materials.
- ~~Serve as the Volunteer Co-Ordinator including, but not limited to, Review volunteer applications, conduct interviews, request background checks, train new volunteers in shelving, book processing and other tasks, and plan volunteer recognition events.~~
- ~~Administrative support for the Library Board including, but not limited to, creating agendas and packets, attending meetings, and creating meeting minutes.~~ Support the Library Board in administrative duties including compiling and distributing meeting packets, attending meetings, and creating meeting minutes.
- Serve on City committees as requested.
- Maintain proficiency by attending trainings, meetings, reading library listservs and publications, and meeting with others in areas of responsibility.
- Maintain work areas in a clean and orderly manner.

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## MINIMUM QUALIFICATIONS

### EDUCATION AND EXPERIENCE

- Equivalent to high school education in general academic areas.
- Six months library experience.
- Any satisfactory combination of experience and training which demonstrates the knowledge, skills, and abilities to perform the above duties.

### KNOWLEDGE, SKILLS, AND ABILITIES

Mandatory Requirements:

- a. Good customer service skills.
- b. Familiarity with computers and common software applications.
- c. Knowledge of general library operations.
- d. Operation of data entry and other standard office equipment and alpha/numeric sorting methods, and computerized/hard copy research techniques.
- e. Ability to juggle multiple priorities in a fast-paced work environment.
- f. Flexibility and eagerness to learn new skills.
- g. Alertness to safety issues involving people, equipment, and the building.
- h. Ability to communicate effectively in English.

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#### Desirable Requirements:

- a. Knowledge of the Dewey Decimal System.
- b. Previous work experience in a public library organization with automated library systems.
- c. Familiarity with a broad range of literature and print and electronic information sources.
- ~~d. Acquainted with digital services such as eBooks, eAudiobooks, digital magazines, and downloadable/streaming music.~~
- e. Some college coursework and Spanish language skills are ~~is~~ desirable.
- ~~f. Familiarity with the operation of items for patron checkout such as mobile hot spots and 3-D pens.~~
- ~~g. Familiarity Acquainted with makerspace equipment and other emerging technologies is beneficial.~~

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#### SPECIAL REQUIREMENTS

None.

#### TOOLS AND EQUIPMENT USED

Computer, printer, photocopier, barcode reader, Square credit card device, makerspace equipment, disc polisher, fax machine, microfilm reader, glue gun, die cutter, laminating machine, folding machine, paper cutter, rotary cutter, and scissors.

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#### PHYSICAL DEMANDS

While performing the duties of this position, the employee is frequently required to sit, stand, bend, kneel, stoop, reach, and manipulate objects. The position requires mobility. Duties involve moving materials weighing up to five pounds on a regular basis such as magazines, files, books, office equipment, etc., and infrequently weighing up to 50 pounds. Manual dexterity and coordination are required over 50 percent of the work period while operating equipment such as computer keyboard, calculator, and standard office equipment.

#### WORKING ENVIRONMENT

Usual library working conditions. The noise level in the work environment is typical of most library environments with telephones, personal interruptions, and background noises.

### EMPLOYEE ACKNOWLEDGMENT

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

I acknowledge that I have received a copy of the **Library Assistant** job description. I understand that it is my responsibility to adhere to the Essential Duties and Responsibilities as outlined within this job description.

My signature below is evidence that I have reviewed and concurred that the above detailed job description appropriately describes the work of the position, including essential job functions, the minimum education and experience required of the position, and the physical demands of the position.

**Signatures:**

\_\_\_\_\_  
Library Assistant

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Library Director

\_\_\_\_\_  
Date



**City of St. Helens**  
**Utility Billing Administrative Rules**  
**Approved by City Council as of February 1, 2019**

**1. NEW ACCOUNTS AND DEPOSITS**

To begin service a Utility Account Application must be filled out and turned into the Utility Billing office. The application is available at the office and online. Water service will not be turned on until an application is reviewed and approved by the Utility Billing staff. A renter is required to receive a signature from the property owner/property manager approving the renter to begin service. With the owner's signature, the owner is acknowledging responsibility for any unpaid bill that is remaining on the account when service ends.

Water Service can be turned on/off by Public Works employees from Monday through Friday ~~830-9~~ 8:30-9 AM – 4 PM for no charge. Outside of the hours listed before, water service can be turned on/off by request for a flat fee of \$100. The \$100 will be placed as a charge on the account.

When a customer is new, any old account at the service address must be paid in full before a new account is started and water service is turned on. In the case of renters, an old account bill responsibility will fall to the homeowner to be paid before a new renter's service will be turned on. It is the owner/renter's responsibility to notify the utility billing department when a renter is moving out so that a final bill can be processed.

When any account is assessed a late fee three times or more within a calendar year, a deposit in the amount of equal to one month of utility service will be required to be paid to the City to continue service. This fee and the amount applied is at the discretion of the Finance Director of the City of St. Helens.

**2. UTILITY ASSISTANCE PROGRAM**

The Utility Assistance Program, formally known as the Senior Citizen Discount, was permanently discontinued in December 2013. Customers who previously qualified and were receiving assistance prior to December 2013 will continue to receive a fixed discount of \$10 per month as long as they continue to meet the following criteria each year:

1. Account holder is age 65 or Older
2. Currently reside in the residence that receives the Utility Assistance Program
3. Residence is within City limits
4. Provides proof of residency at property (i.e. Electric bill, tax form, etc.) once per year

Failure to show proof of this criteria by June 30 each year will result in a loss of the Utility Assistance Program without the option of reapplying. Mailing to residents who receive this discount will begin in March and include instructions on how to continue with the discount program.

**3. MONTHLY BILLING**

Billings are mailed out through a separate business. Monthly billings are due on the 10<sup>th</sup> of every month. Payments can be made by cash, check, money order, credit/debit card, online and by our automated phone payment system. Payments over the phone are not allowed to be taken by staff, but can be forwarded to our automated phone payment system. Payments made online are posted to our accounting system daily.

**4. BILLING ADJUSTMENTS**

Misread Meters

If a meter is misread, the City will refund any/all late fees and re-read the meter and adjust bill accordingly for that period.

Leak Adjustments

- a) The water leak adjustment form is available on the City's website and at the Utility Billing counter. This form must be completed within 45 days of the billing date in question.
- b) The water leak adjustment form must be accompanied by a 3<sup>rd</sup> party statement (plumbing service, etc.) that says a leak was present and repaired and/or receipts for leak repair materials if completed by the homeowner.
- c) If the water leak adjustment is not approved, the customer will receive notification from the City with a specific reason why. A customer can request an appeal process with the Finance Director of the City.  
  
If the water leak is approved, the City will use the customer's average seasonal usage for the previous 3 years as a base for consumption. If the customer does not have enough history to complete this, the City will use the previous one to three consecutive months of consumption to calculate the leak and volume adjustment amount. Once approved, the leak adjustment amount will be credited back to the customer's account and the customer will be notified by the City.
- d) The City will not consider leak adjustment requests from customers who have already received a leak adjustment in the past 12 months unless there are extenuating circumstances.
- e) The minimum credit issued will be \$15.00.

## 5. DELINQUENT ACCOUNTS

### Late Fee Assessment

A \$25 late fee is assessed on the 21<sup>st</sup> of every month. Customers who carryover a balance of equal or less than \$25.00 will not be charged a late fee or shut off during the billing process.

### Shut-Off Procedure

General Process for Shut-off account status:

- |    |                                |  |
|----|--------------------------------|--|
| 1) | Official due date of billing > | 10 <sup>th</sup> of every month (or next available business day) |
| 2) | Late Fee Assessed >            | 21 <sup>st</sup> of every month (or next available business day) |
| 3) | Shut-Off Process >             | Begins on the 20 <sup>th</sup> of every month                    |

On the actual shut-off day, if an account is still in shut-off status, an additional \$75 Reconnection Fee is placed onto the account and the account must be paid in full by cash, debit, or credit card. Payments via check at this time will not be accepted. Payments made online during shut-off may be required to wait until the next business day and posting of the payment is made by Utility Billing staff before service is restored.

Utility Workers are not allowed to accept any form of payment. Accounts must be made to bring the account below a \$25 carryover threshold before the meter and water service is turned back on. Water shut-off and reconnection service will not be available during Holidays and weekends. After normal business hours request to turn on/off water service can be done with a fee of \$150. Normal business days/hours are Monday through Friday ~~8:30:00~~ AM till 4:00 PM.

## 6. PAYMENT PLANS

With monthly billing practices and regular shutoffs scheduled typically once per month or bi-monthly, the city does not regularly allow payment plan arrangements for customers that are one or two months behind on payments. Non-payment in this scenario would result in late fee assessment and eventual shut-off procedure if the account balance is not brought below a \$25 carryover threshold as mentioned in Admin Rule #5.

In a scenario in which a customer is with a large balance of three or more months of utility charges, the supervisor of the Utility Billing Department or City Administrator has the ability to enter into a payment plan agreement not to exceed six (6) months to bring the account current. Failure to comply for any reason with the agreed payment plan will result in the account being added to the next available shut-off procedure timeline and/or immediate shut-off of services if approved by the supervisor and City Administrator.

## 7. FINAL BILLING

The City requires that all homeowners and/or tenants give the City notice of the intent to vacate a property to prepare a final bill and shut-off the account. A forwarding address is required for the final bill to be mailed. Final billings, if not paid by the scheduled due date, will be immediately sent to a collection agency for processing or water will be shut off to the property until paid.

#### 8. TEMPORARY SERVICES FOR NEW CONSTRUCTION

The City allows temporary service during construction of a new structure needing water, sewer and storm drainage. The contractor will be required to complete an application just like a new customer. All of the Administration Rules contained herein remain in effect. A \$25.00 non-refundable deposit is required.

#### 9. NSF PAYMENTS

Accounts will only be allowed two NSF (non-sufficient funds) before a note is placed on the account to no longer accept checks as payment. If the City receives an NSF notice for a utility payment, the payment is immediately reversed and the account is charged a \$25.00 processing fee. A notice will go out to the owner/renter and payment must be made within three business days of notification or water service will be shut off until full payment is received.

#### 10. TAMPERING WITH METERS & BLOCKING METER ACCESS

It is illegal to tamper with City meters. This includes turning on/off your meter. City staff should be the only people addressing meters on site. If tampering is found to have happened on a meter, the homeowner is ultimately responsible and will be charged a minimum of \$50.00 up to and possibly including the cost of the meter and labor time.

If a customer is currently on the City's shut-off list and it is found that the water meter was turned on illegally after City staff turned the service off for non-payment, the account will be charged a minimum of \$100 up to and possibly including the cost of the meter plus labor time if it needs to be replaced. The \$100 fee will be placed on the account and must be paid immediately before service will be properly restored.

If a customer's meter is currently on "lock" status by City staff and it is found that the meter and/or shut-off attachment has been tampered in any way to turn water service on illegally, the account will be charged a minimum of \$200 up to and including the cost of replacing the meter, labor time and potentially including a ticket from the Police Department for tampering which will include a separate fee amount and an appearance day in Municipal Court.

If an account is in shut-off status and the meter is blocked, a fee up to \$75 will be assessed including potential towing/moving costs if necessary that will be the responsibility of the registered owner of the property moved.

#### 11. COVID-RELATED EXTENSIONS OF NON-PAYMENT

Through the COVID-19 Pandemic, the City has declared a State of Emergency. This included a moratorium on utility service late fees and shut-off practices. City Council agrees on taking steps to move back to standard practices but recognizes some account balances may need time allowances to make extra payments and seek assistance for outside agencies to get their balance in good standing. The City has identified that January 20<sup>th</sup> 2022 will be the date that account balances need to be brought back to a current status amount to avoid being shut off.

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St. Helens, OR

Item #14.

# Expense Approval Register

Packet: APPKT00334 - AP 5.7.2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
AT&T MOBILITY	4.15.2021	05/04/2021	287302289330 POLICE PHONES	100-705-52010	764.01
ACE HARDWARE - ST. HELENS	4.30.2021 60176	05/04/2021	MATERIALS ACE ACCT 60176 - ...	100-708-52001	119.62
ACE HARDWARE - ST. HELENS	4.30.2021 60181	05/04/2021	ACE MATERIALS ACCT 60181	100-708-52047	8.53
ACE HARDWARE - ST. HELENS	4.30.2021 60181	05/04/2021	ACE MATERIALS ACCT 60181	100-708-52047	29.50
AMY LINDGREN LAW LLC	471	05/04/2021	JUDICIAL SERVICES MARCH / A...	100-704-52019	9,099.00
NET ASSETS	95-202104	05/04/2021	ESCROW TITLE SERVICES	100-707-52019	604.00
METRO PRESORT	IN632949	05/04/2021	UB BILL PRINTING	100-707-52008	481.93
ERSKINE LAW PRECTICE LLC	INV0001545	05/04/2021	4/16-4/29	100-704-52019	3,111.66
ERSKINE LAW PRECTICE LLC	INV0001546	05/04/2021	REIMB. COURT COPIES	100-704-52019	8.65
DAWN RICHARDSON - AP	INV0001547	05/04/2021	REIMB BANK RUN	100-707-52001	58.24
MIDWEST TAPE	500341780	05/05/2021	DVD / ABD 2000010011	100-706-52035	29.99
MIDWEST TAPE	500345428	05/05/2021	DVD / ABD 2000010011	100-706-52034	43.48
MIDWEST TAPE	500372151	05/05/2021	DVD / ABD 2000010011	100-706-52034	97.98
MIDWEST TAPE	500372152	05/05/2021	DVD / ABD 2000010011	100-706-52034	112.70
MIDWEST TAPE	500372154	05/05/2021	DVD / ABD 2000010011	100-706-52034	48.99
RIVERSIDE COMMUNITY OUTR...	INV0001548	05/05/2021	DONATION	100-703-52041	1,000.00
<b>Fund 100 - GENERAL FUND Total:</b>					<b>15,618.28</b>
<b>Fund: 202 - COMMUNITY DEVELOPMENT</b>					
BOISE WHITE PAPER LLC	4.15.21	04/30/2021	NOTE PAYEMNT	202-722-55001	12,500.00
BOISE WHITE PAPER LLC	5.15.2021	04/30/2021	NOTE PAYEMNT	202-722-55001	12,500.00
R.P. HERMAN & ASSOCIATES L...	21011	05/04/2021	APPRAISAL DALTON LAKE PRO...	202-721-52019	7,900.00
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>32,900.00</b>
<b>Fund: 205 - STREETS</b>					
EMERY & SONS CONSTRUCTI...	4	05/04/2021	N VERNONIA SIDEWALK R-687	205-000-53019	7,401.45
DAVID EVANS AND ASSOCIATE...	486169	05/04/2021	COLUMBIA BLVD. SIDEWALK R...	205-000-53019	370.21
DAVID EVANS AND ASSOCIATE...	486170	05/04/2021	COLUMBIA BLVD. SIDEWALK R...	205-000-53002	59.36
<b>Fund 205 - STREETS Total:</b>					<b>7,831.02</b>
<b>Fund: 301 - STREETS SDC</b>					
DAVID EVANS AND ASSOCIATE...	486170	05/04/2021	COLUMBIA BLVD. SIDEWALK R...	301-000-53001	59.37
<b>Fund 301 - STREETS SDC Total:</b>					<b>59.37</b>
<b>Fund: 601 - WATER</b>					
HACH	12435616	05/04/2021	REAGENT SET CHLORINE FREE ...	601-731-52001	76.08
HACH	12435616	05/04/2021	REAGENT SET CHLORINE FREE ...	601-732-52023	141.27
EAGLE STAR ROCK PRODUCTS ...	39523	05/04/2021	ROCK S 11TH ST WATER	601-731-52001	124.32
EAGLE STAR ROCK PRODUCTS ...	39531	05/04/2021	ROCK S 11TH ST WATER	601-731-52001	132.93
CITY OF COLUMBIA CITY	4.26.2021	05/04/2021	001754-001	601-732-52003	82.46
ACE HARDWARE - ST. HELENS	4.30.2021 60181	05/04/2021	ACE MATERIALS ACCT 60181	601-731-52001	6.99
ACE HARDWARE - ST. HELENS	4.30.2021 60181	05/04/2021	ACE MATERIALS ACCT 60181	601-731-52001	33.96
RAILROAD MANAGEMENT CO...	438338	05/04/2021	WATER PIPELINE CROSSING LIC..	601-731-52001	284.85
<b>Fund 601 - WATER Total:</b>					<b>882.86</b>
<b>Fund: 603 - SEWER</b>					
OREGON DEQ BUSINESS OFFICE	INV0001544	04/30/2021	GRADE II COLLECTION SAM O...	603-736-52018	135.00
OREGON DEQ BUSINESS OFFICE	INV0001544	04/30/2021	GRADE II COLLECTION SAM O...	603-737-52018	135.00
WILCOX	0579383-IN	05/04/2021	BIO DYED ULTRA FILL GENERA...	603-736-52001	198.48
WILCOX	0579383-IN	05/04/2021	BIO DYED ULTRA FILL GENERA...	603-737-52001	198.48
ACE HARDWARE - ST. HELENS	4.30.2021 60180	05/04/2021	MATERIALS ACE ACCT 60180	603-735-52001	16.99
ACE HARDWARE - ST. HELENS	4.30.2021 60180	05/04/2021	MATERIALS ACE ACCT 60180	603-736-52001	8.82
ACE HARDWARE - ST. HELENS	4.30.2021 60180	05/04/2021	MATERIALS ACE ACCT 60180	603-736-52001	78.48
ACE HARDWARE - ST. HELENS	4.30.2021 60180	05/04/2021	MATERIALS ACE ACCT 60180	603-737-52001	78.49
<b>Fund 603 - SEWER Total:</b>					<b>849.74</b>

## Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 605 - STORM</b>					
ACE HARDWARE - ST. HELENS	4.30.2021 60180	05/04/2021	MATERIALS ACE ACCT 60180	605-000-52001	66.97
ACE HARDWARE - ST. HELENS	4.30.2021 60180	05/04/2021	MATERIALS ACE ACCT 60180	605-000-52001	12.57
ACE HARDWARE - ST. HELENS	4.30.2021 60180	05/04/2021	DISCOUNT	605-000-52001	-26.24
<b>Fund 605 - STORM Total:</b>					<b>53.30</b>
<b>Fund: 701 - EQUIPMENT</b>					
WILCOX	0593413-IN	05/04/2021	FUEL WIL CALL MOBIL DTE	701-000-52001	218.57
<b>Fund 701 - EQUIPMENT Total:</b>					<b>218.57</b>
<b>Fund: 702 - INFORMATION SYSTEMS</b>					
CENTURY LINK	4.25.2021	05/04/2021	966B	702-000-52010	334.95
PAGEFREEZER SOFTWARE INC	INV-9568	05/04/2021	WEBSITE ARCHIVING	702-000-52006	3,588.00
<b>Fund 702 - INFORMATION SYSTEMS Total:</b>					<b>3,922.95</b>
<b>Fund: 703 - PW OPERATIONS</b>					
ACE HARDWARE - ST. HELENS	4.30.2021 60181	05/04/2021	ACE MATERIALS ACCT 60181	703-734-52001	33.98
ACE HARDWARE - ST. HELENS	4.30.2021 60181	05/04/2021	ACE MATERIALS ACCT 60181	703-734-52001	24.98
ACE HARDWARE - ST. HELENS	4.30.2021 60181	05/04/2021	ACE MATERIALS ACCT 60181	703-734-52001	32.98
ACE HARDWARE - ST. HELENS	4.30.2021 60181	05/04/2021	ACE MATERIALS ACCT 60181	703-734-52001	4.59
ACE HARDWARE - ST. HELENS	4.30.2021 60181	05/04/2021	DISCOUNT	703-734-52001	-17.56
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>78.97</b>
<b>Fund: 704 - FACILITY MAJOR MAINTNANCE</b>					
ACE HARDWARE - ST. HELENS	4.30.2021 60174	05/04/2021	ACE MATERIALS ACCT 60174	704-000-53018	19.96
ACE HARDWARE - ST. HELENS	4.30.2021 60174	05/04/2021	ACE MATERIALS ACCT 60174	704-000-53018	15.18
ACE HARDWARE - ST. HELENS	4.30.2021 60174	05/04/2021	ACE MATERIALS ACCT 60174	704-000-53018	15.99
ACE HARDWARE - ST. HELENS	4.30.2021 60174	05/04/2021	DISCOUNT	704-000-53018	-5.12
THE DOOR WORKS CO INC	56049	05/05/2021	NEW SCHLAGE COMMERCIAL ...	704-000-53013	9,345.00
<b>Fund 704 - FACILITY MAJOR MAINTNANCE Total:</b>					<b>9,391.01</b>
<b>Grand Total:</b>					<b>71,806.07</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	15,618.28
202 - COMMUNITY DEVELOPMENT	32,900.00
205 - STREETS	7,831.02
301 - STREETS SDC	59.37
601 - WATER	882.86
603 - SEWER	849.74
605 - STORM	53.30
701 - EQUIPMENT	218.57
702 - INFORMATION SYSTEMS	3,922.95
703 - PW OPERATIONS	78.97
704 - FACILITY MAJOR MAINTNANCE	9,391.01
<b>Grand Total:</b>	<b>71,806.07</b>

**Account Summary**

Account Number	Account Name	Expense Amount
100-703-52041	Community Support Funds	1,000.00
100-704-52019	Professional Services	12,219.31
100-705-52010	Telephone	764.01
100-706-52034	Visual Materials	303.15
100-706-52035	Audio Materials	29.99
100-707-52001	Operating Supplies	58.24
100-707-52008	Printing	481.93
100-707-52019	Professional Services	604.00
100-708-52001	Operating Supplies	119.62
100-708-52047	Marine Board	38.03
202-721-52019	Professional Services	7,900.00
202-722-55001	Principal	25,000.00
205-000-53002	Safe Routes to School	59.36
205-000-53019	North Vernonia Improve...	7,771.66
301-000-53001	Capital Outlay	59.37
601-731-52001	Operating Supplies	659.13
601-732-52003	Utilities	82.46
601-732-52023	Facility Maintenance	141.27
603-735-52001	Operating Supplies	16.99
603-736-52001	Operating Supplies	285.78
603-736-52018	Professional Development	135.00
603-737-52001	Operating Supplies	276.97
603-737-52018	Professional Development	135.00
605-000-52001	Operating Supplies	53.30
701-000-52001	Operating Supplies	218.57
702-000-52006	Computer Maintenance	3,588.00
702-000-52010	Telephone	334.95
703-734-52001	Operating Supplies	78.97
704-000-53013	Capital Outlay - Library	9,345.00
704-000-53018	Capital Outlay - City Hall	46.01
Grand Total:		71,806.07

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	71,806.07
<b>Grand Total:</b>	<b>71,806.07</b>



St. Helens, OR

# Expense Approval Register

Packet: APPKT00333 - AP 4.30.2021

Item #14.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
COLUMBIA COUNTY CLERK	INV0001540	04/26/2021	RECORD STREET VACATION S ...	100-710-52011	223.50
RICOH USA INC	104880677	04/29/2021	POLICE EQUIPMENT LEASE 14...	100-705-52023	155.94
JORDAN RAMIS PC ATTORNEYS..	176690	04/29/2021	GENRAL LEGAL SEVERCES	100-701-52019	1,547.50
JORDAN RAMIS PC ATTORNEYS..	176690	04/29/2021	GENRAL LEGAL SEVERCES	100-702-52019	559.00
JORDAN RAMIS PC ATTORNEYS..	176690	04/29/2021	GENRAL LEGAL SEVERCES	100-703-52019	3,825.00
JORDAN RAMIS PC ATTORNEYS..	176690	04/29/2021	GENRAL LEGAL SEVERCES	100-705-52019	140.00
JORDAN RAMIS PC ATTORNEYS..	176690	04/29/2021	GENRAL LEGAL SEVERCES	100-706-52019	100.00
JORDAN RAMIS PC ATTORNEYS..	176690	04/29/2021	GENRAL LEGAL SEVERCES	100-710-52019	945.00
JORDAN RAMIS PC ATTORNEYS..	176692	04/29/2021	PLANNING	100-710-52019	70.00
JORDAN RAMIS PC ATTORNEYS..	176693	04/29/2021	FINANCE / FRANCHISE	100-701-52019	2,430.50
JORDAN RAMIS PC ATTORNEYS..	176694	04/29/2021	TOPAZ ETHICS	100-703-52019	420.00
JORDAN RAMIS PC ATTORNEYS..	176695	04/29/2021	MISSIONARY CHURCH	100-709-52019	545.00
JORDAN RAMIS PC ATTORNEYS..	176789	04/29/2021	EMPLOYMENT MATTERS	100-703-52019	7,225.00
COLUMBIA COUNTY COMM. J...	20213CSH	04/29/2021	WORK CREW	100-708-52001	750.00
SAFEGUARD FIRE EXTINGUISH...	32735	04/29/2021	FIRE EXTINGUISHER SERVICE L...	100-706-52023	27.58
SAFEGUARD FIRE EXTINGUISH...	32735	04/29/2021	FIRE EXTINGUISHER SERVICE P...	100-708-52019	74.86
SAFEGUARD FIRE EXTINGUISH...	32735	04/29/2021	FIRE EXTINGUISHER SERVICE C...	100-715-52023	55.16
DAHLGREN'S DO IT BEST BUIL...	4.26.2021	04/29/2021	BUILDING SUPPLIES ACT 10026	100-708-52001	7.95
INGRAM LIBRARY SERVICES	52394211	04/29/2021	BOOKS 20C7921	100-706-52033	16.13
INGRAM LIBRARY SERVICES	52394212	04/29/2021	BOOKS 20C7921	100-706-52033	16.79
INGRAM LIBRARY SERVICES	52394213	04/29/2021	BOOKS 20C7921	100-706-52033	490.95
INGRAM LIBRARY SERVICES	52394214	04/29/2021	BOOKS 20C7921	100-706-52033	11.81
WEX BANK	71321197	04/29/2021	FUEL PURCHASES	100-705-52022	4,552.28
WEX BANK	71321197	04/29/2021	PLANNING 7782 FUEL PURCHA...	100-710-52022	37.25
WEX BANK	71321197	04/29/2021	BUILDING FUEL PURCHASES 2...	100-711-52022	122.32
WEX BANK	71321197	04/29/2021	CITY HALL FUEL PURCHASES 2...	100-715-52022	28.51
WEX BANK	71321197	04/29/2021	CITY HALL FUEL 0256	100-715-52022	41.22
LANE COUNCIL OF GOVERNMENT...	78838	04/29/2021	JAN MAR 2021 52.25 LABOR ...	100-701-52019	7,315.00
TIAA COMMERCIAL FINANCE I...	8095493	04/29/2021	CONTRACT PAYMENT 414520...	100-715-52021	150.00
VERIZON	INV0001543	04/29/2021	CRYSTAL KING	100-701-52010	46.20
VERIZON	INV0001543	04/29/2021	CRYSTAL KING	100-701-52010	40.01
VERIZON	INV0001543	04/29/2021	MAYOR SCHOLL IPAD	100-703-52001	40.01
VERIZON	INV0001543	04/29/2021	PD JETPACK2	100-705-52010	40.01
VERIZON	INV0001543	04/29/2021	PD JETPACK1	100-705-52010	40.01
VERIZON	INV0001543	04/29/2021	THAD HOUK	100-708-52010	37.06
VERIZON	INV0001543	04/29/2021	CAMERON PAGE	100-708-52010	18.36
VERIZON	INV0001543	04/29/2021	TORY SHELBY	100-708-52010	18.36
VERIZON	INV0001543	04/29/2021	RECREATION CENTER	100-709-52010	50.69
VERIZON	INV0001543	04/29/2021	MIKE DEROIA	100-711-52010	224.08
VERIZON	INV0001543	04/29/2021	BUILDING DEPT IPAD	100-711-52010	40.01
VERIZON	INV0001543	04/29/2021	JOHN HICKS	100-711-52010	45.69
SOLUTIONS YES	INV272931	04/29/2021	CONTRACT C11782-01 CITY HA...	100-707-52001	30.66
QUARANTO & ASSOCIATES LLC	01436	04/30/2021	COURT SERVICES LEGAL	100-704-52019	200.00
QUARANTO & ASSOCIATES LLC	01437	04/30/2021	COURT SERVICES LEGAL	100-704-52019	200.00
QUARANTO & ASSOCIATES LLC	01438	04/30/2021	COURT SERVICES LEGAL	100-704-52019	200.00
QUARANTO & ASSOCIATES LLC	01480	04/30/2021	COURT SERVICES LEGAL	100-704-52019	125.00
QUARANTO & ASSOCIATES LLC	01481	04/30/2021	COURT SERVICES LEGAL	100-704-52019	200.00
QUARANTO & ASSOCIATES LLC	01482	04/30/2021	COURT SERVICES LEGAL	100-704-52019	200.00
QUARANTO & ASSOCIATES LLC	01483	04/30/2021	COURT SERVICES LEGAL	100-704-52019	125.00
WHO'S CATERING INC	042022	04/30/2021	CATERING FOOD FOR POLICE ...	100-705-52018	239.94
ARCHIVESOCIAL INC	16024	04/30/2021	SOCIAL MEDIA ARCHIVING SU...	100-701-52040	4,788.00
CBM SYSTEMS LLC	220283	04/30/2021	JANITORIAL SERVICES	100-705-52023	957.70
CBM SYSTEMS LLC	220283	04/30/2021	JANITORIAL SERVICES	100-706-52023	2,499.07

## Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CBM SYSTEMS LLC	220283	04/30/2021	JANITORIAL SERVICES	100-708-52023	120.05
CBM SYSTEMS LLC	220283	04/30/2021	JANITORIAL SERVICES	100-709-52023	143.44
CBM SYSTEMS LLC	220283	04/30/2021	JANITORIAL SERVICES	100-715-52023	1,192.30
SOLUTIONS YES	INV273639	04/30/2021	CONTRACT C11379-01 CITY HA...	100-702-52001	233.45
<b>Fund 100 - GENERAL FUND Total:</b>					<b>43,979.35</b>

**Fund: 202 - COMMUNITY DEVELOPMENT**

JORDAN RAMIS PC ATTORNEYS..	176610	04/29/2021	ST. HELENS GENERAL EVIRON...	202-721-52019	7,897.00
JORDAN RAMIS PC ATTORNEYS..	176691	04/29/2021	COMMUNITY DEVELOPMENT ...	202-721-52051	325.00
MASON BRUCE & GIRARD INC	28803	04/29/2021	FOREST MANAGEMENT 01031...	202-724-52019	1,726.78
CITY OF ST. HELENS	INV0001541	04/29/2021	01-00178-001 MASONIC BUILD..	202-725-52003	41.83
COLUMBIA RIVER PUD	INV0001542	04/29/2021	94111	202-725-52003	175.99
JH KELLY LLC	JS 265897	04/29/2021	COL PAC FOOD BANK RENO	202-721-52096	117,657.22
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>127,823.82</b>

**Fund: 205 - STREETS**

DAHLGREN'S DO IT BEST BUIL...	4.26.2021	04/29/2021	BUILDING SUPPLIES ACT 10026	205-000-52001	5.77
<b>Fund 205 - STREETS Total:</b>					<b>5.77</b>

**Fund: 601 - WATER**

JORDAN RAMIS PC ATTORNEYS..	176842	04/29/2021	WPI LITIGATION	601-731-52019	5,195.00
EAGLE STAR ROCK PRODUCTS ...	39461	04/29/2021	ROCK 6 DEIS	601-731-52001	90.51
EAGLE STAR ROCK PRODUCTS ...	39480	04/29/2021	ROCK S 11TH ST	601-731-52001	133.03
LAWRENCE OIL COMPANY	CFSI-1695	04/29/2021	247752	601-732-52022	72.81
H.D FOWLER COMPANY	I5742417	04/29/2021	WATER METER / OCTAVE ENC...	601-731-52001	4,519.92
H.D FOWLER COMPANY	I5742468	04/29/2021	WATER METER	601-731-52001	1,425.24
VERIZON	INV0001543	04/29/2021	JOHN SAVAGE	601-732-52010	46.92
VERIZON	INV0001543	04/29/2021	GUY DAVIS	601-732-52010	50.69
VERIZON	INV0001543	04/29/2021	HOWIE BURTON	601-732-52010	-9.29
<b>Fund 601 - WATER Total:</b>					<b>11,524.83</b>

**Fund: 603 - SEWER**

COLUMBIA COUNTY CLERK	INV0001539	04/26/2021	SATISFACTION OF LIEN 293 SU...	603-735-52019	76.00
ALLSTREAM	17459152	04/29/2021	ALLSTREAM PHONE ACCT 754...	603-736-52010	25.57
ALLSTREAM	17459152	04/29/2021	ALLSTREAM PHONE ACCT 754...	603-737-52010	25.57
SAFEGUARD FIRE EXTINGUISH...	32735	04/29/2021	FIRE EXTINGUISHER SERVICE ...	603-736-52023	37.43
SAFEGUARD FIRE EXTINGUISH...	32735	04/29/2021	FIRE EXTINGUISHER SERVICE ...	603-737-52023	37.43
DAHLGREN'S DO IT BEST BUIL...	4.26.2021	04/29/2021	BUILDING SUPPLIES ACT 10026	603-736-52001	3.46
VERIZON	INV0001543	04/29/2021	SAM ORTIZ	603-736-52010	16.90
VERIZON	INV0001543	04/29/2021	AARON KUNDERS	603-736-52010	12.06
VERIZON	INV0001543	04/29/2021	STEWART HARTLEY	603-736-52010	12.06
VERIZON	INV0001543	04/29/2021	SAM ORTIZ	603-737-52010	16.90
VERIZON	INV0001543	04/29/2021	AARON KUNDERS	603-737-52010	12.06
VERIZON	INV0001543	04/29/2021	STEWART HARTLEY	603-737-52010	12.07
VERIZON	INV0001543	04/29/2021	SAM ORTIZ	603-738-52010	16.89
VERIZON	INV0001543	04/29/2021	AARON KUNDERS	603-738-52010	12.08
VERIZON	INV0001543	04/29/2021	STEWART HARTLEY	603-738-52010	12.07
CBM SYSTEMS LLC	220283	04/30/2021	JANITORIAL SERVICES	603-736-52023	218.99
<b>Fund 603 - SEWER Total:</b>					<b>547.54</b>

**Fund: 605 - STORM**

EAGLE STAR ROCK PRODUCTS ...	39397	04/29/2021	ROCK MELVIN AVE STORM	605-000-52001	134.61
SUNSET EQUIPMENT	81004	04/30/2021	DROP BOX	605-000-52001	24.51
<b>Fund 605 - STORM Total:</b>					<b>159.12</b>

**Fund: 701 - EQUIPMENT**

VERIZON	INV0001543	04/29/2021	BRETT LONG	701-000-52010	50.69
<b>Fund 701 - EQUIPMENT Total:</b>					<b>50.69</b>

**Fund: 702 - INFORMATION SYSTEMS**

CENTURY LINK	04172021	04/29/2021	369B	702-000-52010	79.63
MORE POWER TECHNOLOGY ...	11810	04/29/2021	MICROSOFT 365 BUS STANDA...	702-000-52019	1,248.00
ALLSTREAM	17459152	04/29/2021	ALLSTREAM PHONE ACCT 754...	702-000-52010	51.13
QWEST DBA CENTURYLINK AC...	3263X201521073	04/29/2021	5163X20453	702-000-52010	159.14
VERIZON	INV0001543	04/29/2021	DARIN COX	702-000-52010	60.69



## Expense Approval Register

Packet: APPKT003

Item #14.

1

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COMCAST	4.21.2021	04/30/2021	COMCAST CABLE 8778108990...	702-000-52003	1,833.45
<b>Fund 702 - INFORMATION SYSTEMS Total:</b>					<b>3,432.04</b>

**Fund: 703 - PW OPERATIONS**

COLUMBIA COUNTY COMM. J...	20213CSH	04/29/2021	WORK CREW	703-734-52001	375.00
SAFEGUARD FIRE EXTINGUISH...	32735	04/29/2021	FIRE EXTINGUISHER SERVICE ...	703-734-52019	267.54
DAHLGREN'S DO IT BEST BUIL...	4.26.2021	04/29/2021	BUILDING SUPPLIES ACT 10026	703-734-52001	5.85
DAHLGREN'S DO IT BEST BUIL...	4.26.2021	04/29/2021	BUILDING SUPPLIES ACT 10026	703-734-52023	137.64
DAHLGREN'S DO IT BEST BUIL...	4.26.2021	04/29/2021	BUILDING SUPPLIES ACT 10026	703-734-52023	88.74
DAHLGREN'S DO IT BEST BUIL...	4.26.2021	04/29/2021	BUILDING SUPPLIES ACT 10026	703-734-52023	26.85
MASONS SUPPLY	888431-00	04/29/2021	QUIKRETE CEMENT	703-734-52001	720.00
LAWRENCE OIL COMPANY	CFSI-1695	04/29/2021	247750 PUBLIC WORKS	703-734-52022	70.36
LAWRENCE OIL COMPANY	CFSI-1695	04/29/2021	247748 PUBLIC WORKS	703-734-52022	971.89
VERIZON	INV0001543	04/29/2021	SHARON DARROUX	703-733-52010	58.70
VERIZON	INV0001543	04/29/2021	TIM UNDERWOOD	703-733-52010	50.69
VERIZON	INV0001543	04/29/2021	PW SPARE 3	703-734-52010	70.00
VERIZON	INV0001543	04/29/2021	PW HOTSPOT2	703-734-52010	70.00
VERIZON	INV0001543	04/29/2021	CURT LEMONT	703-734-52010	18.36
VERIZON	INV0001543	04/29/2021	BUCK TUPPER	703-734-52010	50.96
VERIZON	INV0001543	04/29/2021	DAVE ELDER	703-734-52010	50.69
VERIZON	INV0001543	04/29/2021	MOUHAMAD ZAHER	703-734-52010	50.69
VERIZON	INV0001543	04/29/2021	PW SPARE 4	703-734-52010	70.00
VERIZON	INV0001543	04/29/2021	SUE NELSON	703-734-52010	50.69
VERIZON	INV0001543	04/29/2021	PW HOTSPOT1	703-734-52010	70.00
VERIZON	INV0001543	04/29/2021	SCOTT HARRINGTON	703-734-52010	18.36
VERIZON	INV0001543	04/29/2021	ETHAN STERLING	703-734-52010	50.69
VERIZON	INV0001543	04/29/2021	SCOTT WILLIAMS	703-734-52010	50.69
ODOT HIGHWAY DIVISION	MB127861	04/29/2021	CGCI COURSE TIM UNDERWO...	703-733-52018	75.00
EMPLOYMENT TAX -STATE OF...	1/21	04/30/2021	SM SAMPLE 1/21 0502106-8	703-734-51013	2,280.00
SCAPPOOSE SAND AND GRAVE...	T53270	04/30/2021	SAND SALT AND PEPPER	703-734-52001	119.68
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>5,869.07</b>

**Fund: 704 - FACILITY MAJOR MAINTNANCE**

DAHLGREN'S DO IT BEST BUIL...	4.26.2021	04/29/2021	BUILDING SUPPLIES ACT 10026	704-000-53018	12.00
DAHLGREN'S DO IT BEST BUIL...	4.26.2021	04/29/2021	BUILDING SUPPLIES ACT 10026	704-000-53018	67.40
DAHLGREN'S DO IT BEST BUIL...	4.26.2021	04/29/2021	BUILDING SUPPLIES ACT 10026	704-000-53018	20.40
DAHLGREN'S DO IT BEST BUIL...	4.26.2021	04/29/2021	BUILDING SUPPLIES ACT 10026	704-000-53018	-0.30
DAHLGREN'S DO IT BEST BUIL...	4.26.2021	04/29/2021	BUILDING SUPPLIES ACT 10026	704-000-53018	40.39
DAHLGREN'S DO IT BEST BUIL...	4.26.2021	04/29/2021	BUILDING SUPPLIES ACT 10026	704-000-53018	1.38
<b>Fund 704 - FACILITY MAJOR MAINTNANCE Total:</b>					<b>141.27</b>

**Grand Total: 193,533.50**

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	43,979.35
202 - COMMUNITY DEVELOPMENT	127,823.82
205 - STREETS	5.77
601 - WATER	11,524.83
603 - SEWER	547.54
605 - STORM	159.12
701 - EQUIPMENT	50.69
702 - INFORMATION SYSTEMS	3,432.04
703 - PW OPERATIONS	5,869.07
704 - FACILITY MAJOR MAINTNANCE	141.27
<b>Grand Total:</b>	<b>193,533.50</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
100-701-52010	Telephone	86.21
100-701-52019	Professional Services	11,293.00
100-701-52040	Communications	4,788.00
100-702-52001	Operating Supplies	233.45
100-702-52019	Professional Services	559.00
100-703-52001	Operating Supplies	40.01
100-703-52019	Professional Services	11,470.00
100-704-52019	Professional Services	1,250.00
100-705-52010	Telephone	80.02
100-705-52018	Professional Development	239.94
100-705-52019	Professional Services	140.00
100-705-52022	Fuel	4,552.28
100-705-52023	Facility Maintenance	1,113.64
100-706-52019	Professional Services	100.00
100-706-52023	Facility Maintenance	2,526.65
100-706-52033	Printed Materials	535.68
100-707-52001	Operating Supplies	30.66
100-708-52001	Operating Supplies	757.95
100-708-52010	Telephone	73.78
100-708-52019	Professional Services	74.86
100-708-52023	Facility Maintenance	120.05
100-709-52010	Telephone	50.69
100-709-52019	Professional Services	545.00
100-709-52023	Facility Maintenance	143.44
100-710-52011	Public Information	223.50
100-710-52019	Professional Services	1,015.00
100-710-52022	Fuel	37.25
100-711-52010	Telephone	309.78
100-711-52022	Fuel	122.32
100-715-52021	Equipment Maintenance	150.00
100-715-52022	Fuel	69.73
100-715-52023	Facility Maintenance	1,247.46
202-721-52019	Professional Services	7,897.00
202-721-52051	Urban Renewal	325.00
202-721-52096	CDBG Grant Expenses	117,657.22
202-724-52019	Professional Services	1,726.78
202-725-52003	Utilities	217.82
205-000-52001	Operating Supplies	5.77
601-731-52001	Operating Supplies	6,168.70
601-731-52019	Professional Services	5,195.00
601-732-52010	Telephone	88.32
601-732-52022	Fuel	72.81
603-735-52019	Professional Services	76.00
603-736-52001	Operating Supplies	3.46
603-736-52010	Telephone	66.59

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
603-736-52023	Facility Maintenance	256.42
603-737-52010	Telephone	66.60
603-737-52023	Facility Maintenance	37.43
603-738-52010	Telephone	41.04
605-000-52001	Operating Supplies	159.12
701-000-52010	Telephone	50.69
702-000-52003	Utilities	1,833.45
702-000-52010	Telephone	350.59
702-000-52019	Professional Services	1,248.00
703-733-52010	Telephone	109.39
703-733-52018	Professional Development	75.00
703-734-51013	Unemployment	2,280.00
703-734-52001	Operating Supplies	1,220.53
703-734-52010	Telephone	621.13
703-734-52019	Professional Services	267.54
703-734-52022	Fuel	1,042.25
703-734-52023	Facility Maintenance	253.23
704-000-53018	Capital Outlay - City Hall	141.27
<b>Grand Total:</b>		<b>193,533.50</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	193,533.50
<b>Grand Total:</b>	<b>193,533.50</b>