



## **CITY COUNCIL REGULAR SESSION**

**Wednesday, February 05, 2020**

265 Strand Street, St. Helens, OR 97051

[www.ci.st-helens.or.us](http://www.ci.st-helens.or.us)

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### **Welcome!**

All persons planning to address the Council, please sign-in at the back of the room. When invited to provide comment regarding items not on tonight's agenda, please raise your hand to be recognized, walk to the podium in the front of the room to the right, and state your name only. You are not required to give your address when speaking to the City Council. If you wish to address a specific item on the agenda, you should make your request known to the Mayor as soon as possible before the item comes up. The Council has the authority to grant or deny your request. Agenda times and order of items are estimated and are subject to change without notice.

1. **7:00 P.M. - Call Regular Session to Order**
2. **Pledge of Allegiance**
3. **Visitor Comments - Limited to five (5) minutes per speaker**
4. **Proclamations**
  - 4.a. St. Helens High School Chor Leonis  
[020520 Proclamation for SHHS Chor Leonis going to International Competition.pdf](#)
5. **Deliberations - Annex 58865 Firlock Park Street (OHM Equity Partners, LLC)**
6. **Deliberations - Comprehensive Plan & Zone Map Amendment at 260 S. 2nd Street (City)**
7. **Ordinances - First Reading/Declare an Emergency/Final Reading**
  - 7.a. Ordinance No. 3247: An Ordinance Granting to Portland General Electric Company a Franchise to Operate an Electric Light and Power System within the City of St. Helens, Oregon and Declaring an Emergency  
[Ord No 3247 - Adopting a PGE Franchise Agreement PENDING 011520.pdf](#)
  - 7.b. Ordinance No. 3247: An Ordinance Granting to Portland General Electric Company a Franchise to Operate an Electric Light and Power System within the City of St. Helens, Oregon and Declaring an Emergency

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**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.**

[Ord No 3247 - Adopting a PGE Franchise Agreement PENDING 011520.pdf](#)

## 8. **Ordinances - First Reading**

- 8.a. Ordinance No. 3248: An Ordinance to Amend the City of St. Helens Comprehensive Plan Map for Certain Property from the Suburban Residential (SR) Designation to the General Commercial (GC) Designation and the Zoning District Map from the Moderate Residential (R7) Zone to the General Commercial (GC) Zone [SE Corner of Matzen and Brayden Streets Intersection]

[Ord No 3248 - Amend Comp Plan & Zone Map PENDING 021920.pdf](#)

## 9. **Resolutions**

- 9.a. Resolution No. 1873: A Resolution Authorizing a Transfer of Appropriations within a Fund for Fiscal Year 2019-2020

[Res No 1873 - Transfer Resolution FY19-20 PENDING 020520.pdf](#)

- 9.b. Resolution No. 1874: A Resolution Adopting a Universal Fee Schedule, and Superseding Resolution No. 1866

[Res No 1874 - Update Universal Fee Schedule w Rec Ctr Rental Fees PENDING 020520.pdf](#)

## 10. **Approve and/or Authorize for Signature**

- 10.a. Extension of Assumption of Modification of Installment Payment Plan for Local Improvement District Assessments with Mark Comfort (Kavanagh LID)

[Ext of LID Payments - Comfort.pdf](#)

- 10.b. Contract Payments

[020520 Contract Payments.pdf](#)

## 11. **Consent Agenda for Acceptance**

- 11.a. Parks & Trails Commission Minutes dated December 9, 2019

[120919 PTC Minutes APPROVED.pdf](#)

- 11.b. Planning Commission Minutes dated December 10, 2019

[121019 PC Minutes APPROVED.pdf](#)

- 11.c. Library Board Minutes dated October 14, 2019

[101419 LB Minutes APPROVED.pdf](#)

## 12. **Consent Agenda for Approval**

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- 12.a. Council Special Session Minutes dated January 8, 2020  
[020520 Council Minutes TO BE APPROVED.pdf](#)
- 12.b. Animal Facility Licenses  
[AFL List for Council approval on 02-05-20.pdf](#)
- 12.c. Accounts Payable Bill Lists  
[Accounts Payable Bill Lists.pdf](#)

13. **Mayor Scholl Reports**

14. **Council Member Reports**

15. **Department Reports**

16. **Other Business**

17. **Adjourn**

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# CITY OF ST. HELENS

## PROCLAMATION

By Mayor Rick Scholl

**WHEREAS**, it has been brought to our attention that the St. Helens High School Chor Leonis, the top choir at the high school, was selected to participate in the 20<sup>th</sup> International Choral Kathaumixw, an international choral festival in Powell River, British Columbia, Canada; and

**WHEREAS**, the International Choral Kathaumixw is a 5-day choral festival filled with concerts, competitions, and seminars, and is a place where all cultures and countries can come together to share the common language of song and learn from each other and from world renowned choral personalities; and

**WHEREAS**, St. Helens High School Chor Leonis is the first public school admitted into this festival in over 12 years and will be singing and competing with choirs from all over the world; and

**WHEREAS**, Chor Leonis is the only Pacific Northwest choir invited to participate and one of only a select group of choirs from the United States that will be in attendance; and

**WHEREAS**, this is a once-in-a-lifetime experience and the City is very proud of these students and of their choral director Mr. Eric Stearns, and wishes to support them in this endeavor.

**NOW, THEREFORE**, I, Rick Scholl, Mayor of the City of St. Helens, do hereby commend and congratulate the members of the St. Helens High School Chor Leonis for their selection to participate in this international choral festival; and

**FURTHERMORE**, I call upon all citizens of St. Helens to support and assist the members of the Chor Leonis in any manner possible to successfully attain their goal.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of St. Helens to be affixed at St. Helens City Hall on this 5th day of February, 2020.

MAYOR:

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

ATTEST:

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

*Place  
Gold  
Seal &  
Stamp  
Here*

City of St. Helens  
**ORDINANCE NO. 3247**

AN ORDINANCE GRANTING TO PORTLAND GENERAL ELECTRIC  
COMPANY A FRANCHISE TO OPERATE AN ELECTRIC LIGHT AND  
POWER SYSTEM WITHIN THE CITY OF ST. HELENS, OREGON  
AND DECLARING AN EMERGENCY

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

**Section 1.** The City of St. Helens hereby grants a franchise to Portland General Electric Company to operate under the terms and conditions as set forth in the Franchise Agreement which is attached hereto as **Exhibit A** and incorporated herein by reference.

**Section 2. Emergency.** Conditions in the City of St. Helens are such that this Ordinance is necessary for the immediate preservation of the public health, peace, and safety. An emergency is hereby declared to exist by unanimous vote of the Council, and this Ordinance shall be in full force and effect after its passage and approval.

Read the first time: February 5, 2020  
Read the second time: February 5, 2020

**APPROVED AND ADOPTED** by the City Council this 5<sup>th</sup> day of February, 2020, by the following vote:

Ayes:

Nays:

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

ATTEST:

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

1

**FRANCHISE AGREEMENT**

2 This Franchise Agreement grants Portland General Electric Company (“Grantee”) a non-  
 3 exclusive franchise for ten years to erect, construct, maintain, repair, update and operate  
 4 an electric light and power system within the City of St. Helens (“City”), sets the terms  
 5 and conditions of the franchise and provides an effective date.

6 **WHEREAS**, Grantee has been providing electric light and power service within  
 7 the City; and

8 **WHEREAS**, Grantee is duly authorized by the Oregon Public Utility  
 9 Commission (“OPUC”) to supply electric light and power within the City; and

10 **WHEREAS**, the City has the authority to regulate the use of the Public ROW (as  
 11 defined below) within the City and to receive compensation for the use of the Public  
 12 ROW; and

13 **WHEREAS**, the City and Grantee both desire Grantee to continue to be able to  
 14 provide electrical service within the City and to establish the terms by which Grantee  
 15 shall use and occupy the Public ROW;

16 **NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**SECTION 1. NATURE AND TERM OF FRANCHISE.**

18 (A)The City hereby grants to Grantee and its successors and assigns, subject to the terms  
 19 and conditions in this Franchise, a nonexclusive franchise to erect, construct, repair,  
 20 maintain, upgrade and operate an electric light and power system within the City as it  
 21 now exists or may be extended in the future, including related communication  
 22 equipment and Grantee Facilities (as defined below). This Franchise includes the  
 23 privilege to install, repair, maintain, upgrade and operate Facilities necessary for the  
 24 operation of Grantee’s Electric Light and Power System (as defined below) upon,  
 25 over, along, and across the surface of and the space above and below the streets,  
 26 alleys, roads, highways, sidewalks, bridges, City park property and other public ways  
 27 over which the City has jurisdiction (collectively, “Public ROW”), as well as Public  
 28 Utility Easements (“PUEs”) on third party property on which a preliminary  
 29 subdivision plat has been approved by the City, and which will be managed by the  
 30 City thereafter, for the provision of public utility services within the City as Grantee’s  
 31 Electric Light and Power System now exists or is extended or upgraded in the future.  
 32 Nothing in this Franchise limits the City from granting others the right to carry on  
 33 activities similar to, or different from the ones described in this Franchise. The rights  
 34 granted herein do not include the right to build or site electric generating facilities in  
 35 the Public ROW.

1 (B) All Grantee Facilities in possession of Grantee currently or during the Term (as  
2 defined in Section 2(A)) that are located within the Public ROW are covered by this  
3 Franchise and are deemed lawfully placed in their current locations. The City may  
4 require relocation of Grantee Facilities as further specified in Section 8.

5 (C) Grantee may provide telecommunications services via Grantee's Electric Light and  
6 Power System if it obtains all necessary and applicable authorizations from the OPUC  
7 regarding the provision of telecommunications service to the public and obtains any  
8 necessary, lawful and applicable authorization from the City for use of the Public  
9 ROW for such provision, including entering into a separate franchise with the City.

10 **SECTION 2. TERM AND EFFECTIVE DATE.**

11 (A) **Effective Date.** The effective date of this Franchise shall be February 5, 2020  
12 immediately after the City Council passes an ordinance adopting this Franchise and  
13 Grantee accepts this Franchise in writing in accordance with Section 25 herein; and if  
14 such written acceptance is not so filed within said period, this Franchise shall be null  
15 and void.

16 (B) **Duration of Franchise.** The term of this Franchise, and all rights and obligations  
17 pertaining thereto, shall be ten years from the effective date of the Franchise ("Term")  
18 unless renegotiated or terminated as provided in this Franchise. The Term shall  
19 automatically renew for an additional ten years after the expiration of the initial  
20 Term; unless either party provides the other party written notice, at least 180 days  
21 prior to the expiration of the initial Term, that it does not desire to renew this  
22 Franchise.

23 (C) **Charter and General Ordinances to Apply.** To the extent authorized by law, this  
24 Franchise is subject to the Charter of the City of St. Helens and general ordinance  
25 provisions passed pursuant thereto, including the applicable provisions of the St.  
26 Helens Municipal Code requiring underground utilities in subdivisions or partitions,  
27 and state statutes and regulations existing during the Term. Nothing in this Franchise  
28 shall be deemed to waive the requirements of the various codes and ordinances of the  
29 City regarding permits, fees to be paid that are generally applicable to other similar  
30 businesses operating within the City, or the manner of construction.

31 **SECTION 3. DEFINITIONS.**

32 (A) **Captions.** Throughout this Franchise, captions to sections are intended solely to  
33 facilitate reading and to reference the provisions of this Franchise. The captions shall  
34 not affect the meaning and interpretation of this Franchise.

35 (B) **Definitions.** For purposes of this Franchise, the following terms, phrases, and their  
36 derivations shall have the meanings given below unless the context indicates  
37 otherwise. When not inconsistent with the context, words used in the present tense  
38 include the future tense, words in the plural number include the singular number, and  
39 words in the singular number include the plural number. The word "shall" is always  
40 mandatory and not merely directory.

- 1 (1) "City" means the City of St. Helens, Oregon, a municipal corporation, and all of  
2 the territory within its corporate boundaries, as such may change from time to  
3 time.
- 4 (2) "City Council" means the Council of the City.
- 5 (3) "City Engineer" means the City Engineer of the City.
- 6 (4) "City Administrator" means the City Administrator of the City.
- 7 (5) "City Recorder" means the Recorder of the City.
- 8 (6) "Director of Finance" means the Director of Finance of the City.
- 9 (7) "Emergency" means a situation involving (a) an unscheduled outage affecting one  
10 or more customers, or (b) danger to public safety. Emergency also includes  
11 situations where the failure of Grantee to act would result in (a) or (b).
- 12 (8) "Franchise" means this Franchise Agreement as fully executed by the City and  
13 Grantee and adopted by the City Council pursuant to Ordinance No. \_\_\_\_\_.
- 14 (9) "Grantee" means Portland General Electric Company, an Oregon corporation.
- 15 (10) "Grantee Facility" means any tangible component of Grantee's Electric Light and  
16 Power System, including but not limited to any poles, guy wires, anchors, wire,  
17 fixtures, equipment, conduit, circuits, vaults, switch cabinets, transformers,  
18 secondary junction cabinets, antennas, communication equipment and other  
19 property necessary or convenient to supply electric light and power by Grantee  
20 within the City.
- 21 (11) "Grantee's Electric Light and Power System" means all real property and Grantee  
22 Facilities used by Grantee in the transmission and distribution of its services that  
23 are located inside the boundaries of the City.
- 24 (12) "Gross Revenues" shall be deemed to include any and all revenues derived by  
25 Grantee within the City from Grantee's Electric Light and Power System, and  
26 includes, but is not limited to, the sale of and use of electricity and electric  
27 service, and the use, rental, or lease of Grantee Facilities, after adjustment for the  
28 net write-off of uncollectible accounts. Gross Revenues do not include proceeds  
29 from the sale of bonds, mortgages or other evidence of indebtedness, securities or  
30 stocks, or sales at wholesale by one public utility to another of electrical energy  
31 when the utility purchasing such electrical energy is not the ultimate consumer.  
32 Gross Revenues also do not include revenue from joint pole use. For purposes of  
33 this Franchise, revenue from joint pole use includes any revenue collected by  
34 Grantee from other franchisees, permittees, or licensees of the City for the right to  
35 attach wires, cable or other facilities or equipment to Grantee's poles or place  
36 them in Grantee's conduits.
- 37 (13) "NESC" means the National Electrical Safety Code.
- 38 (14) "OPUC" means the Oregon Public Utility Commission.
- 39 (15) "Term" shall have the meaning described in Section 2(A).



1 (16)"person" means any individual, sole proprietorship, partnership, association,  
2 corporation, cooperative, People's Utility District, or other form of organization  
3 authorized to do business in the State of Oregon, and includes any natural person.

4 (17)"Public ROW" shall have the meaning described in Section 1.1(A).

5 (18)"PUE" shall have the meaning described in Section 1.1(A).

6 (19)"year," "annual," or "annually" means the period consisting of a full calendar  
7 year, beginning January 1 and ending December 31, unless otherwise provided in  
8 this Franchise.

9 **SECTION 4. CONSTRUCTION**

10 **(A) Construction.** Subject to the NESC, Grantee's Electric Light and Power System  
11 shall be constructed and maintained in such manner as not to interfere with sewers,  
12 water pipes, or any other property of the City, or with any other pipes, wires, conduits  
13 or other facilities that may have been laid in the Public ROW by or under the City's  
14 authority. Grantee and the City shall work together during any design process  
15 affecting the Public ROW to establish suitable locations for Grantee's Facilities.  
16 Assuming there is sufficient space in the Public ROW that meets the Grantee's  
17 construction standards as provided to the OPUC and NESC requirements, all poles  
18 shall be placed between the sidewalk and the edge of the Public ROW unless another  
19 location is approved by the City Engineer. If there is not sufficient space in the Public  
20 ROW, the City agrees to provide a suitable alternative location, as mutually agreed,  
21 that meets Grantee's construction standards as provided to the OPUC and NESC  
22 requirements, and either the required easements from private property owners or  
23 PUEs to accommodate and permit upgrade of Grantee's Facilities in order to maintain  
24 sufficient service. The foregoing sentence shall not apply if the Grantee's  
25 construction activities are undertaken by Grantee for a system improvement or an  
26 addition to Grantee's Electric Light and Power System.

27 **(B) Acquisition.** Subsequent to the effective date of this Franchise, upon Grantee's  
28 acquisition of additional Grantee Facilities in the Public ROW, or upon any addition  
29 or annexation to the City of any area in which Grantee retains Grantee Facilities in  
30 the Public ROW of such addition or annexation, Grantee shall submit to the City a  
31 statement describing all Grantee Facilities involved, whether authorized by a  
32 franchise agreement or upon any other form of prior right, together with a map, as  
33 described in Section 5, specifying the location of all such Grantee Facilities. Such  
34 Grantee Facilities shall immediately be subject to the terms of this Franchise.

35 **(C) Emergency Repairs.** In the event Emergency repairs to Grantee Facilities are  
36 necessary, Grantee shall as soon as reasonably possible, notify the City of the need  
37 for such repairs. Grantee may immediately initiate such Emergency repairs and, if  
38 permits are required by City, apply for appropriate permits the next business day or as  
39 soon as reasonably possible following discovery of the Emergency. In the event  
40 excavation is necessary in conjunction with the repairs, Section 6 shall also apply.

1 **(D) Reasonable Care.** All work completed by Grantee within the Public ROW shall be  
2 conducted with reasonable care and with the goal of minimizing the risk to those  
3 using the Public ROW and to minimize the risk of damage to public and third party  
4 property. All work shall be performed in accordance with all applicable laws and  
5 regulations, including but not limited to the NESC. Any work completed by Grantee  
6 within the Public ROW may be inspected by the City to determine whether it has  
7 been placed in its approved location according to Grantee's permit issued by the  
8 City. If Emergency work has been completed by Grantee in the Public ROW and the  
9 City determines such work was not completed in a City approved location, the City  
10 shall notify Grantee and provide Grantee with sixty (60) days after the Emergency  
11 has passed to reperform the work in a City approved location, subject to the NESC.

12 **SECTION 5. SUPPLYING MAPS.** Grantee shall maintain maps and data pertaining to  
13 the location of Grantee Facilities on file at its corporate offices or at an office in Oregon.  
14 After providing Grantee with twenty-four (24) hours prior notice, the City may inspect  
15 the maps (excluding Grantee proprietary information) at any time during Grantee's  
16 business hours. Upon request of the City and without charge, Grantee shall furnish  
17 current maps to the City by electronic data in read-only format showing the general  
18 location of Grantee Facilities, excluding Grantee proprietary information. Unless  
19 required by law, the City will not sell or provide Grantee prepared maps or data to third  
20 parties without written permission from Grantee. Upon request of Grantee, the City will  
21 make available to Grantee any relevant City prepared maps or data at no charge to  
22 Grantee. Additional requests for maps or data will be satisfied at the current rate charged  
23 by the City for such services, except where as part of the permitting process, the City has  
24 required that Grantee provide maps that include the location of facilities owned or under  
25 the jurisdiction of the City.

26 **SECTION 6. EXCAVATION.** Subject to Sections 4 and 7, and after obtaining any  
27 permits required by the City, as well as complying with ORS 757.542 et seq. (Oregon  
28 Utility Notification Center) as they may be amended from time to time, Grantee may  
29 make all necessary excavations within the Public ROW for the purpose of installing,  
30 repairing, upgrading or maintaining Grantee Facilities, except that in the case of an  
31 Emergency, no permit shall be required prior to excavation. Should there be a direct  
32 conflict between any terms or conditions stated in a permit granted by the City and the  
33 terms of this Franchise, the terms of this Franchise shall control. All excavations made  
34 by Grantee in the Public ROW shall be properly safeguarded for the prevention of  
35 accidents. All of Grantee's work under this Section shall be completed in strict  
36 compliance with all applicable rules, regulations and ordinances of the City. Should a  
37 customer of Grantee be required, pursuant to Grantee's tariff on file with the OPUC, to  
38 make excavations that are located in the Public ROW, the City agrees that Grantee shall  
39 not be responsible or liable for any failure by such customer to comply with any  
40 applicable rules, regulations, ordinances of the City and/or with City standards.  
41

1 **SECTION 7. RESTORATION AFTER EXCAVATION.** Except as otherwise  
2 provided for in this Section, Grantee shall restore the surface of the Public ROW in the  
3 area disturbed by any excavation by Grantee to at least the same condition that it was in  
4 prior to excavation. If Grantee excavates the surface of the Public ROW, Grantee shall  
5 be responsible for restoration of the Public ROW and the area affected by the excavation.  
6 If Grantee fails to restore the Public ROW to at least the same condition that it was in  
7 prior to the excavation, the City shall give Grantee written notice and provide Grantee a  
8 reasonable period of time, not to exceed thirty (30) days, to restore the Public ROW. If  
9 the work of Grantee creates a public safety hazard as determined by the City Engineer,  
10 Grantee may be required to repair or restore the Public ROW within twenty-four (24)  
11 hours notice from the City, or such time as agreed between the City Engineer and  
12 Grantee, taking into consideration weather and other relevant factors. Should Grantee  
13 fail to make such repairs or restorations within the aforementioned time frames, the City  
14 may, after providing notice to Grantee and a reasonable opportunity to cure, refill or  
15 repave any opening made by Grantee in the Public ROW and the expense thereof shall be  
16 paid by Grantee. The City reserves the right, after providing notice to Grantee, to remove  
17 or repair any work completed by Grantee, which, in the determination of the City  
18 Engineer is inadequate, using a qualified contractor in accordance with applicable state  
19 and federal safety laws and regulations, and Grantee's construction standards as provided  
20 to the OPUC. The cost thereof, including the cost of inspection and supervision, shall be  
21 paid by Grantee. In the event that Grantee's work is coordinated with other construction  
22 work in the Public ROW, the City Engineer may excuse Grantee from restoring the  
23 surface of the Public ROW, providing that as part of the coordinated work, the Public  
24 ROW is restored to good order and condition.

25 **SECTION 8. RELOCATION**

26 **(A) Permanent Relocation Required by City** – This subsection (A) covers permanent  
27 relocation of overhead Grantee Facilities that will remain overhead, and underground  
28 Grantee Facilities that will remain underground. The City shall have the right to  
29 require Grantee to change the location of Grantee's Electric Light and Power System  
30 located in the Public ROW when it is necessary for any public project or  
31 improvement in the Public ROW, and, unless otherwise agreed, the expenses thereof  
32 shall be paid by Grantee. The foregoing sentence shall not apply if either of the of the  
33 following is true: a) the project or improvement necessitating the change in location  
34 will not be owned by the City; or b) the majority of the funding for the project or  
35 improvement does not come from City, county, state, or federal government sources,  
36 including but limited to System Development Charges paid to the City. The City  
37 agrees to provide a suitable location in the Public ROW, as mutually agreed, or,  
38 failing that, to provide either the necessary easements from the private property  
39 owners or PUEs for Grantee Facilities that meet the Grantee's construction standards  
40 as provided to the OPUC and NESC requirements to accommodate and permit  
41 upgrade of Grantee Facilities in order to maintain sufficient service. Should Grantee  
42 fail to remove or relocate any such Grantee Facilities within ninety (90) days after the  
43 date established by the City, which, except in the event of public Emergency, shall  
44 not occur sooner than ninety (90) days after the City provides written notice to

1 remove/relocate to Grantee, the City may cause or effect such removal or relocation,  
2 performed by a qualified contractor in accordance with applicable state and federal  
3 safety laws and regulations, and the Grantee's construction standards as provided to  
4 the OPUC, and the expense thereof shall be paid by Grantee. However, when the  
5 City requests a subsequent relocation of all or part of the same Grantee Facilities less  
6 than two years after the initial relocation that is necessary or convenient for a public  
7 project, and not at the request of or to accommodate a third party, the subsequent  
8 relocation shall be at the expense of the City.

9 **(B) Notice.** The City will endeavor to provide as much notice prior to requiring Grantee  
10 to relocate Grantee Facilities as possible. The notice shall specify the date by which  
11 the existing Grantee Facilities must be removed or relocated. Nothing in this Section  
12 8 shall prevent the City and Grantee from agreeing, either before or after notice is  
13 provided, to a mutually acceptable schedule for relocation. The City and Grantee  
14 agree to cooperate in the design phase to minimize the economic impact of such  
15 relocation on Grantee and the City.

16 **(C) Permanent Relocation - Undergrounding.** This subsection (C) applies to  
17 conversions of Grantee Facilities from overhead to underground regardless of  
18 whether or not such conversion is made in conjunction with a public project. As  
19 permitted by, and in accordance with City ordinance and any applicable law,  
20 administrative rule, or regulation, the City may require Grantee to convert any  
21 overhead Grantee Facilities to underground Grantee Facilities at the same or different  
22 locations, subject to NESC and Grantee's engineering and safety standards. This  
23 subsection shall not apply to Grantee Facilities used for or in connection with the  
24 transmission of electric energy at nominal voltages in excess of 35,000 volts or to  
25 pedestals, cabinets or other above-ground equipment. Any such underground  
26 relocation shall be consistent with applicable long-term development plans or projects  
27 of the City, or as approved by the City. The expense of such a conversion shall be  
28 paid by Grantee, and Grantee may recover its costs from its customers in accordance  
29 with state law, administrative rule, or regulation. The City agrees to provide a  
30 suitable location in the Public ROW, as mutually agreed, or, failing that, to provide  
31 either the necessary easements from the private property owners or PUEs for Grantee  
32 Facilities that meet the Grantee's construction standards as provided to the OPUC and  
33 NESC requirements to accommodate and permit upgrade of Grantee Facilities in  
34 order to maintain sufficient service. Nothing in this subsection prevents the City and  
35 Grantee from agreeing to a different form of cost recovery on a case-by-case basis  
36 consistent with applicable statutes, administrative rules, or regulations.

37 **(D) Temporary Relocation at Request of Third Parties.** Whenever it is necessary to  
38 temporarily relocate or rearrange any Grantee Facility in order to permit the passage  
39 of any building, machinery or other object, Grantee shall perform the work after  
40 receiving sixty (60) business days written notice from the persons desiring to move  
41 the building, machinery or other object. The notice shall: (1) demonstrate that the  
42 third party has acquired at its expense all necessary permits from the City; (2) detail  
43 the route of movement of the building, machinery, or other object; (3) provide that the  
44 person requesting the temporary relocation shall be responsible for Grantee's costs;

1 (4) provide that the requestor shall indemnify and hold harmless the City and Grantee  
2 from any and all damages or claims resulting either from the moving of the building,  
3 machinery or other object or from the temporary relocation of Grantee Facilities; and  
4 (5) be accompanied by a cash deposit or other security acceptable to Grantee for the  
5 costs of relocation. Grantee in its sole discretion may waive the security obligation.  
6 The cash deposit or other security shall be in an amount reasonably calculated by  
7 Grantee to cover Grantee's costs of temporary relocation and restoration. All  
8 temporary relocations under this subsection shall comply with ORS 757.805.

9 **(E) Temporary Relocation at Request of City.** This subsection (E) covers temporary  
10 relocation of overhead Grantee Facilities that will remain overhead, as well as  
11 underground Grantee Facilities that will remain underground. The City may require  
12 Grantee to temporarily remove and relocate Grantee Facilities by giving sixty (60)  
13 days notice to Grantee. Prior to such relocation, the City agrees to provide a suitable  
14 location in the Public ROW, as mutually agreed, or a temporary construction  
15 easement that meets the Grantee's construction standards as provided to the OPUC  
16 and NESC requirements, and that allows the Grantee to place its Facilities on the  
17 easement in order to maintain sufficient service until such time as the Grantee moves  
18 its Facilities to their permanent location. The cost of temporary removal or relocation  
19 of Grantee Facilities that is necessary or convenient for public projects, as well as  
20 cost of replacing Grantee Facilities in their permanent location, shall be paid by  
21 Grantee. However, when the City requests a subsequent relocation of all or part of the  
22 same Grantee Facilities less than two years after the initial relocation, that is  
23 necessary or convenient for a public project and not at the request of or to  
24 accommodate a third party, the subsequent relocation shall be at the expense of the  
25 City.

26 **(F) Relocation at Request of or to Accommodate Third Party.** In the event that  
27 any relocation of Grantee Facilities is requested by or is to accommodate a third  
28 party, the City and the Grantee agree to cooperate to minimize the economic impact  
29 of such relocation on the Grantee. The Grantee shall seek reimbursement from the  
30 third party consistent with the Grantee's tariff on file with the OPUC and not from the  
31 City. Such relocation shall be consistent with any applicable long-term development  
32 plan or projection of the City or approved by the City; however, if relocation of  
33 Grantee Facilities is caused or required by the conditions placed by the City on  
34 approval for projects of third parties, such relocation shall in no event fall under the  
35 provisions of subsections (A), (C) or (E) of this Section 8.

36 **SECTION 9. PUBLIC ROW VACATION.** If all or a portion of the Public ROW  
37 used by Grantee is vacated by the City during the Term, and if reasonably possible, the  
38 City shall either condition the approval of the vacation on the reservation of an easement  
39 for Grantee Facilities in their then-current location that prohibits any use of the vacated  
40 property that interferes with Grantee's full enjoyment and use of its easement, or permit  
41 Grantee Facilities to remain in a PUE. If neither of these options is reasonably possible,  
42 Grantee shall, after notice from the City and without expense to the City, remove Grantee  
43 Facilities from such vacated Public ROW, restore, repair or reconstruct the Public ROW  
44 where such removal has occurred, and place the Public ROW in good order and condition

1 as may be required by the City. In the event of failure, neglect or refusal of Grantee, after  
2 providing Grantee with ninety (90) days prior written notice, to repair, restore, or  
3 reconstruct such Public ROW, the City may complete such work or cause it to be  
4 completed by a qualified contractor in accordance with applicable state and federal safety  
5 laws and regulations, and the cost thereof shall be born by the Grantee. Upon request, the  
6 City will cooperate with Grantee to identify alternative locations within the Public ROW  
7 for Grantee Facilities if they are not permitted to remain in the vacated area.

8 **SECTION 10. CITY PUBLIC WORKS AND IMPROVEMENTS.** Nothing in this  
9 Franchise shall be construed in any way to prevent the City from excavating, grading,  
10 paving, planking, repairing, widening, altering, or completing any work that may be  
11 needed or convenient in the Public ROW that is consistent with the NESC. The City  
12 shall coordinate any such work with Grantee to avoid, to the extent reasonably  
13 foreseeable, any obstruction, injury or restrictions on the use by Grantee of any Grantee  
14 Facilities, and the City shall be responsible for the costs to repair any damage to Grantee  
15 Facilities arising out of such work. Nothing in this Section relieves Grantee from its  
16 obligations stated in Section 8.

17 **SECTION 11. USE OF GRANTEE FACILITIES.** City shall maintain attachment  
18 agreements and permits to string wires on Grantee's poles or run wires in Grantee's  
19 trenches and/or conduit for municipal purposes and to attach fire and police alarm and  
20 communication equipment to Grantee's poles, provided that such wires and equipment: a)  
21 do not unreasonably interfere with Grantee operations; b) conform to the NESC; and c)  
22 the City's excess capacity on such wires and equipment is not leased to, sold to or  
23 otherwise used by non-governmental third parties. Grantee shall not charge the City for  
24 such attachments to its poles or in its conduits; however, the City shall be responsible to  
25 pay for any make-ready and inspections Grantee must perform in order to provide access  
26 to Grantee Facilities for City wires and equipment in accordance with the NESC. Should  
27 any of the City's attachments to Grantee Facilities violate the NESC, the City shall work  
28 with Grantee to address and correct such violations in an agreed-upon period of time.  
29 The City shall indemnify and hold Grantee harmless from loss or damage resulting from  
30 the presence of City's wires and equipment on or in Grantee Facilities. For purposes of  
31 this Franchise, "make-ready" shall mean engineering or construction activities necessary  
32 to make a pole, conduit, or other support equipment available for a new attachment,  
33 attachment modifications, or additional facilities.

34 **SECTION 12. PAYMENT FOR USE OF PUBLIC ROW.**

35 **(A) Use of Public ROW.** In consideration for its use of the Public ROW in accordance  
36 with the terms of this Franchise, Grantee agrees to pay the City an amount equal to 3  
37 1/2 percent of the Gross Revenue received by Grantee from its customers within the  
38 City. The payment for each year shall be based on the Gross Revenue collected by  
39 Grantee during the previous calendar year from Grantee's customers, and shall be  
40 paid on an annual basis. To the extent permissible under state law and regulation, the  
41 payment imposed by this subsection shall be considered an operating expense of  
42 Grantee and shall not be itemized or billed separately to consumers within the City.  
43 However, should the percentage of Gross Revenue permitted to be considered an

1 operating expense of Grantee be increased by regulation of the OPUC during the  
2 Term of this Agreement, the City shall have the right to require the percentage  
3 amount paid by Grantee under this subsection (A) be increased, not to exceed the  
4 maximum amount permitted by regulation at that time.

5 **(B) Property Tax Limitations Do Not Apply.** The payment described in this Section 12  
6 is not subject to the property tax limitations of Article XI, Sections 11(b) and 11(19)  
7 of the Oregon Constitution and is not a fee imposed on property or property owners  
8 by fact of ownership.

9 **(C) Privilege Tax.** The City shall retain the right, as permitted by Oregon law, to charge  
10 a privilege tax based on a percentage of the Gross Revenue as defined in this  
11 Agreement earned from Grantee's customers within the City in addition to the  
12 payment amounts set forth in subsection (A). Should the maximum percentage  
13 amount permitted by law and applicable to Grantee be increased during the Term of  
14 this Agreement, the City shall have the right to increase any privilege tax it charges  
15 Grantee as long as the combined amounts charged under this subsection (C) and the  
16 amounts charged under subsection (A) do not exceed the maximum amount permitted  
17 by law. The City shall provide Grantee at least ninety (90) days notice prior to any  
18 privilege tax or increase in privilege tax becoming effective. Grantee shall follow  
19 state regulations regarding the inclusion of such privilege tax as an itemized charge  
20 on the electricity bills of its customers within the City.

21 **(D) Remittance of Annual Payment.** Grantee shall remit to the Director of Finance on  
22 or before the first (1st) day of April of each year, the annual 3 ½% franchise fee  
23 payment, as well as payment of any additional privilege tax, to be made in such year.  
24 Payment must be made in immediately available federal funds. With its annual  
25 payment, Grantee shall provide the City a statement under oath showing the Gross  
26 Revenue for the preceding year.

27 **(E) Acceptance of Payment.** Acceptance by the City of any payment due under this  
28 Section shall not be a waiver by the City of any breach of this Franchise occurring  
29 prior to the acceptance, nor shall the acceptance by the City preclude the City from  
30 later establishing that a larger amount was actually due, or from collecting the balance  
31 due to the City.

32 **(F) Late Payments.** Interest on late payments shall accrue from the due date based on  
33 the one year U.S. treasury bill rate as of the due date, and shall be computed based on  
34 the actual number of days elapsed from the due date until payment. Interest shall  
35 accrue without regard to whether the City has provided notice of delinquency.  
36

1 **(G)No Exemption From Other Fees or Taxes.** Payment of the amounts described in  
2 this Section 12 shall not exempt Grantee from the payment of any other license fee,  
3 tax or charge on the business, occupation, property or income of Grantee that may be  
4 lawfully imposed by the City or any other taxing authority, except as may otherwise  
5 be provided in the ordinance or laws imposing such other license fee, tax or charge.

6 **(H)Direct Access and Volumetric Methodologies.** The City may, consistent with state  
7 law, direct that the payments made under this Section 12 be based on volume-based  
8 methodologies as specifically described in ORS 221.655 instead of the formula set  
9 out in subsections 12 (A) and (C). Notice must be given to Grantee in writing for the  
10 subsequent payments to be made using volume-based methodology. The volumetric  
11 calculation shall apply to payments made in one calendar year (based on January 1 to  
12 December 31 billings from the previous calendar year). The choice to use volumetric  
13 methodology must be renewed annually by the City. No notice is necessary if the  
14 City chooses to remain on the revenue-based calculation.

15 **(I) Payment Obligation Survives Franchise.** If prior to the expiration of this Franchise  
16 the parties do not finish negotiation of a new franchise agreement, the obligation to  
17 make the payments imposed by this Section 12 shall survive expiration of this  
18 Franchise until a new franchise agreement becomes effective and supersedes this  
19 Franchise. In the event this Franchise is terminated before expiration, Grantee shall  
20 make the remaining payments owed, if any, within ninety (90) days of the termination  
21 date.

## 22 **SECTION 13. AUDIT.**

23 **(A)Audit Notice and Record Access.** The City may audit Grantee's calculation of  
24 Gross Revenues. Within ten (10) business days after receiving a written request from  
25 the City, or such other time frame as agreed by both parties, Grantee shall furnish the  
26 City and any auditor retained by the City: (1) information sufficient to demonstrate  
27 that Grantee is in compliance with this Franchise; and (2) access to all books, records,  
28 maps and other documents maintained by Grantee with respect to Grantee Facilities  
29 that are necessary for the City to perform such audit. Grantee shall provide access to  
30 such information to City within the City, or the Portland, Oregon metropolitan area,  
31 during regular Grantee business hours.

32 **(B) Audit Payment.** If the City's audit shows that the amounts due to the City are higher  
33 than those based on the Grantee's calculation of Gross Revenue, then Grantee shall  
34 make a payment for the difference within sixty (60) days after the delivery to Grantee  
35 of the audit results. In addition to paying any underpayment, Grantee shall pay  
36 interest at the prevailing one year U.S. Treasury bill rate, but not penalties, as  
37 specified in this Franchise, from the original due date. In the event the City's audit  
38 shows that Grantee's calculation of Gross Revenue resulted in an overpayment to the  
39 City by five percent (5%) or more in any one year, the Grantee may deduct such  
40 overpayment from the next annual franchise fee payment. If the City's audit shows  
41 that the amounts due to the City based on the Grantee's calculation of Gross Revenue



1 deviated by five percent (5%) or more in any one year from the City's calculation  
2 during the audit, Grantee shall reimburse City for the cost of the audit, not to exceed  
3 one percent (1%) of the total annual franchise payment for the applicable audit  
4 period.

5 **SECTION 14. TERMINATION AND REMEDIES.**

6 **(A) By City for Cause.** If Grantee ceases to maintain Grantee Facilities in accordance  
7 with the maintenance commitments outlined in the Service Quality Measures Review  
8 filed with the OPUC, and this causes an increase in the risk to the public of personal  
9 injury or property damage, the City shall notify Grantee and Grantee shall have thirty  
10 (30) days after the date of the notice to eliminate such risk or, if such risk can not be  
11 eliminated within thirty (30) days, such reasonable time period as is required to  
12 eliminate such risk and Grantee shall bear all costs related to remedying the risk. If  
13 Grantee does not eliminate the risk in accordance with the preceding sentence, the  
14 City may then terminate this Franchise by providing Grantee written notice of  
15 termination.

16 **(B) By City if City Will Provide Service.** The City may terminate this Franchise upon  
17 one year's written notice to Grantee in the event that the City decides to engage in  
18 public ownership of the electric facilities located in the Public ROW and the public  
19 distribution of electric energy to customers throughout the City in accordance with  
20 ORS 758.470.

21 **(C) City Reserves Right to Terminate.** In addition to any other rights provided for in  
22 this Franchise, the City reserves the right, subject to subsections 14 (E) and (F), to  
23 terminate this Franchise in the event that:

- 24 (1) The Grantee materially violates any material provision of this Franchise;
- 25 (2) The Grantee is found by a court of competent jurisdiction to have practiced any  
26 material fraud or deceit upon the City;
- 27 (3) There is a final determination that Grantee has failed, refused, neglected or is  
28 otherwise unable to obtain or maintain Grantee's service territory designation  
29 required by any federal or state regulatory body regarding Grantee's operation of  
30 Grantee's Electric Light and Power System or
- 31 (4) Grantee becomes unable or unwilling to pay its debts, or is adjudged bankrupt.

32 **(D) Material Provisions.** For purposes of this Section 14, the following are material  
33 provisions of this Franchise, allowing the City to exercise its rights under this Section  
34 14 or as set forth elsewhere in this Franchise:

- 35 (1) The invalidation, failure to pay or any suspension of Grantee's payments of  
36 franchise fees or privilege taxes to the City for use of the Public ROW under this  
37 Franchise;
- 38 (2) Any failure by Grantee to submit timely reports as may be requested by the City,  
39 regarding the calculation of its franchise fees or privilege taxes paid or to be paid  
40 to the City;

- 1 (3) Any failure by Grantee to maintain the liability insurance or self insurance  
2 required under this Franchise;
- 3 (4) Any failure by Grantee to provide copies of requested information as provided  
4 under Sections 4, 5, and 13 above; and
- 5 (5) Any failure by Grantee to otherwise substantially comply with the requirements of  
6 Section 4 through Section 20 of this Franchise, unless otherwise agreed.

7 **(E) Notice and Opportunity to Cure.** The City shall provide Grantee thirty (30) days  
8 prior written notice of its intent to exercise its rights under this Section 14, stating the  
9 reasons for such action. If Grantee cures the basis for termination or if the Grantee  
10 initiates efforts satisfactory to the City to remedy the basis for termination and the  
11 efforts continue in good faith within the thirty (30) day notice period, the City shall  
12 not exercise its remedy rights. If Grantee fails to cure the basis for termination or if  
13 the Grantee does not undertake and/or maintain efforts satisfactory to the City to  
14 remedy the basis for termination within the thirty (30) day notice period, then the  
15 City Council may impose any or all of the remedies available under this Section 14.

16 **(F) Remedies.** In determining which remedy or remedies are appropriate, the City shall  
17 consider the nature of the violation, the person or persons burdened by the violation,  
18 the nature of the remedy required in order to prevent further such violations, and any  
19 other matters the City deems appropriate.

20 **(G) Financial Penalty.** In addition to any rights set out elsewhere in this Franchise, as  
21 well as its rights under the City Code or other law, the City reserves the right at its  
22 sole option to impose a financial penalty of up to \$500.00 per day per material  
23 violation of a material provision of this Franchise when the opportunity to cure has  
24 passed.

25 **SECTION 15. ASSIGNMENT OF FRANCHISE.** Grantee shall not sell, assign,  
26 transfer, or convey this Franchise to a third party without the City Council giving its  
27 consent in a duly passed ordinance. Upon obtaining such consent, this Franchise shall  
28 inure to and bind such third party. Grantee shall not sell or assign this Franchise to an  
29 entity that is not authorized by the OPUC to provide electric service to retail consumers  
30 in the City or is not otherwise authorized to provide electric service to retail consumers  
31 under Oregon law. Prior to any proposed transfer, Grantee shall be in full compliance  
32 with this Franchise and the proposed transferee shall agree in writing to be bound by this  
33 Franchise. In the event Grantee is purchased by or merged into another entity and  
34 Grantee survives such purchase or merger as a public utility, Grantee shall provide notice  
35 to the City of such purchase or merger, but shall have no obligation under this Franchise  
36 to obtain the consent of the City Council for such purchase or merger.

37 **SECTION 16. REMOVAL OF FACILITIES.** If this Franchise is terminated or  
38 expires on its own terms and is not replaced by a new franchise agreement or similar  
39 authorization, the City may determine whether Grantee Facilities are to be removed from  
40 the Public ROW or remain in place. The City shall provide written notice of any  
41 requirement to remove Grantee Facilities and shall provide Grantee sixty (60) days to

1 comment on such requirement to move Grantee Facilities. Following consideration of  
2 any such comments, the City Manager may issue an order requiring removal of Grantee  
3 Facilities within nine (9) months after such order is declared.

4 **SECTION 17. NONDISCRIMINATION.** Grantee shall provide service to electric  
5 light and power consumers in the City without undue discrimination or undue preference  
6 or disadvantage, in accordance with Oregon law.

7 **SECTION 18. INDEMNIFICATION.** To the fullest extent permitted by law, Grantee  
8 shall indemnify and hold harmless the City against any and all claims, damages, costs and  
9 expenses, including attorney's fees and costs, to which the City may be subjected as a  
10 result of any negligent or willful misconduct of Grantee, or its affiliates, officers,  
11 employees, agents, contractors or subcontractors, arising out of the rights and privileges  
12 granted by this Franchise. The obligations imposed by this Section are intended to  
13 survive termination of this Franchise.

14 **SECTION 19. INSURANCE.** Grantee shall obtain and maintain in full force and  
15 effect, for the entire Term, the following insurance covering risks associated with  
16 Grantee's ownership and use of Grantee Facilities and the Public ROW:

17 **(A)** Commercial General Liability insurance covering all operations by or on behalf of  
18 Grantee for Bodily Injury and Property Damage, including Completed Operations and  
19 Contractors Liability coverage, in an amount not less than Two Million Dollars  
20 (\$2,000,000.00) per occurrence and in the aggregate.

21 **(B)** Business Automobile Liability insurance to cover any vehicles used in connection  
22 with its activities under this Franchise, with a combined single limit not less than One  
23 Million Dollars (\$1,000,000.00) per accident.

24 **(C)** Workers' Compensation coverage as required by law and Employer's Liability  
25 Insurance with limits of \$1,000,000. With the exception of Workers' Compensation  
26 and Employers Liability coverage, Grantee shall name the City as an additional  
27 insured on all applicable policies. All insurance policies shall provide that they shall  
28 not be canceled or modified unless thirty (30) days prior written notice is provided to  
29 the City. Grantee shall provide the City with a certificate of insurance evidencing  
30 such coverage as a condition of this Franchise and shall provide updated certificates  
31 upon request.

32 **(C) In Lieu of Insurance.** In lieu of the insurance policies required by this  
33 Section 19, Grantee shall have the right to self-insure any and all of the  
34 coverage outlined hereunder. If Grantee elects to self-insure, it shall do so in  
35 an amount at least equal to the coverage requirements of this Section 19 in a  
36 form acceptable to the City. Grantee shall provide proof of self-insurance to  
37 the City before this Franchise takes effect and thereafter upon request by the  
38 City.  
39

1 **SECTION 20. DAMAGE TO FACILITIES.** The City shall not be liable for any  
2 consequential damages or losses resulting from any damage to or loss of any facility as a  
3 result of or in connection with any work by or for the City unless the damage or loss is  
4 the direct and proximate result of willful, intentionally tortuous, negligent or malicious  
5 acts or omissions by the City, its employees, or agents. In such case, the City shall  
6 indemnify and hold harmless Grantee against any and all claims, damages, costs and  
7 expenses, including attorney's fees and costs, arising from, subject to any applicable  
8 limitations in the Oregon Constitution and the Oregon Tort Claims Act. The obligations  
9 imposed by this Section are intended to survive termination of this Franchise.

10 **SECTION 21. LIMITATION ON PRIVILEGES.** All rights and authority granted to  
11 Grantee by the City under this Franchise are conditioned on the understanding and  
12 agreement that the privileges in the Public ROW shall not be an enhancement of  
13 Grantee's properties or an asset or item of ownership of Grantee.

14 **SECTION 22. FRANCHISE NOT EXCLUSIVE.** This Franchise is not exclusive and  
15 shall not be construed to limit the City from granting rights, privileges and authority to  
16 other persons similar to or different from those set forth in this Franchise.

17 **SECTION 23. REMEDIES AND PENALTIES NOT EXCLUSIVE.** All remedies  
18 and penalties under this Franchise, including termination, are cumulative and not  
19 exclusive, and the recovery or enforcement by one available remedy or imposition of a  
20 penalty is not a bar to recovery or enforcement by any other remedy or imposition of any  
21 other penalty. The City reserves the right to enforce the penal provisions of any City  
22 ordinance or resolution and to avail itself to any and all remedies available at law or in  
23 equity. Failure to enforce any term, condition or obligation of this Franchise shall not be  
24 construed as a waiver of a breach of any term, condition or obligation of this Franchise.  
25 A specific waiver of a particular breach of any term, condition or obligation of this  
26 Franchise shall not be a waiver of any other, subsequent or future breach of the same or  
27 any other term, condition or obligation of this Franchise.

28 **SECTION 24. SEVERABILITY CLAUSE.** If any section, subsection, sentence,  
29 clause, phrase, or other portion of this Franchise is, for any reason, held to be invalid or  
30 unconstitutional by a court of competent jurisdiction, all portions of this Franchise that  
31 are not held to be invalid or unconstitutional shall remain in effect until this Franchise is  
32 terminated or expired. After any declaration of invalidity or unconstitutionality of a  
33 portion of this Franchise, either party may demand that the other party meet to discuss  
34 amending the terms of this Franchise to conform to the original intent of the parties. If  
35 the parties are unable to agree on a revised franchise agreement within ninety (90) days  
36 after a portion of this Franchise is found to be invalid or unconstitutional, either party  
37 may terminate this Franchise by delivering one hundred and eighty (180) days notice to  
38 the other party.  
39

1

2 **SECTION 25. NOTICE.** Any notice provided for under this Franchise shall be  
3 sufficient if in writing and (1) delivered personally to the following addressee, (2)  
4 deposited in the United States mail, postage prepaid, certified mail, return receipt  
5 requested, (3) sent by overnight or commercial air courier (such as Federal Express or  
6 UPS), or (4) sent by facsimile transmission with verification of receipt, addressed as  
7 follows, or to such other address as the receiving party hereafter shall specify in writing:

8 **If to the City: City Administrator City of St. Helens, Oregon**  
9 **265 Strand Street**  
10 **St. Helens, Oregon 97051**  
11 **FAX # (503) 397-4016**

12 **With a copy to: City Attorney**  
13 **City of St. Helens, Oregon**  
14 **Jordan Ramis PC**  
15 **Two Centerpointe Drive Ste #600**  
16 **Lake Oswego OR 97035**

17 **If to the Grantee: Regional Manager**  
18 **Portland General Electric Company**  
19 **2213 SW 153<sup>rd</sup> Drive**  
20 **Beaverton, Oregon 97006**  
21 **FAX: (503) 672-5595**

22 **With a copy to: Portland General Electric Company**  
23 **Attn: General Counsel**  
24 **One World Trade Center, 17<sup>th</sup> Floor**  
25 **121 SW Salmon Street**  
26 **Portland, Oregon 97204**  
27 **FAX: (503) 464-2200**

28  
29 **Portland General Electric,**  
30 **Attn: Local Government Affairs**  
31 **One World Trade Center, 3<sup>rd</sup> Floor**  
32 **121 SW Salmon Street**  
33 **Portland, Oregon 97204**

34  
35 **Portland General Electric, Beaverton Line Center Attn: Manager of Line Design**  
36 **and Crew Coordination**  
37 **2213 S.W. 153<sup>rd</sup> Dr.**  
38 **Beaverton, OR 97003**

39 Any such notice, communication or delivery shall be deemed effective and delivered  
40 upon the earliest to occur of actual delivery, three (3) business days after depositing in the

1 United States mail, one (1) business day after shipment by commercial air courier or the  
2 same day as confirmed facsimile transmission (or the first business day thereafter if faxed  
3 on a Saturday, Sunday or legal holiday).  
4

1 **Section 26. EFFECTIVE DATE AND REPEAL OF PRIOR ORDINANCE.** This  
2 ordinance is effective on February 5, 2020. Ordinance No. 2607 is repealed, effective on  
3 February 5, 2020.

4 IN WITNESS WHEREOF, the parties, through their duly authorized  
5 representatives, have executed this Franchise as of the dates indicated below.

PORTLAND GENERAL ELECTRIC CITY OF ST. HELENS  
COMPANY

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

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

Name: Brad Jenkins

Name: Rick Scholl \_\_\_\_\_

Title: Vice President, Utility Operations

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

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

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

Attest:

\_\_\_\_\_  
City Recorder

6

City of St. Helens  
**ORDINANCE NO. 3247**

AN ORDINANCE GRANTING TO PORTLAND GENERAL ELECTRIC  
COMPANY A FRANCHISE TO OPERATE AN ELECTRIC LIGHT AND  
POWER SYSTEM WITHIN THE CITY OF ST. HELENS, OREGON  
AND DECLARING AN EMERGENCY

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

**Section 1.** The City of St. Helens hereby grants a franchise to Portland General Electric Company to operate under the terms and conditions as set forth in the Franchise Agreement which is attached hereto as **Exhibit A** and incorporated herein by reference.

**Section 2. Emergency.** Conditions in the City of St. Helens are such that this Ordinance is necessary for the immediate preservation of the public health, peace, and safety. An emergency is hereby declared to exist by unanimous vote of the Council, and this Ordinance shall be in full force and effect after its passage and approval.

Read the first time: February 5, 2020  
Read the second time: February 5, 2020

**APPROVED AND ADOPTED** by the City Council this 5<sup>th</sup> day of February, 2020, by the following vote:

Ayes:

Nays:

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

ATTEST:

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



1

**FRANCHISE AGREEMENT**

2 This Franchise Agreement grants Portland General Electric Company (“Grantee”) a non-  
3 exclusive franchise for ten years to erect, construct, maintain, repair, update and operate  
4 an electric light and power system within the City of St. Helens (“City”), sets the terms  
5 and conditions of the franchise and provides an effective date.

6 **WHEREAS**, Grantee has been providing electric light and power service within  
7 the City; and

8 **WHEREAS**, Grantee is duly authorized by the Oregon Public Utility  
9 Commission (“OPUC”) to supply electric light and power within the City; and

10 **WHEREAS**, the City has the authority to regulate the use of the Public ROW (as  
11 defined below) within the City and to receive compensation for the use of the Public  
12 ROW; and

13 **WHEREAS**, the City and Grantee both desire Grantee to continue to be able to  
14 provide electrical service within the City and to establish the terms by which Grantee  
15 shall use and occupy the Public ROW;

16 **NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

17 **SECTION 1. NATURE AND TERM OF FRANCHISE.**

18 (A)The City hereby grants to Grantee and its successors and assigns, subject to the terms  
19 and conditions in this Franchise, a nonexclusive franchise to erect, construct, repair,  
20 maintain, upgrade and operate an electric light and power system within the City as it  
21 now exists or may be extended in the future, including related communication  
22 equipment and Grantee Facilities (as defined below). This Franchise includes the  
23 privilege to install, repair, maintain, upgrade and operate Facilities necessary for the  
24 operation of Grantee’s Electric Light and Power System (as defined below) upon,  
25 over, along, and across the surface of and the space above and below the streets,  
26 alleys, roads, highways, sidewalks, bridges, City park property and other public ways  
27 over which the City has jurisdiction (collectively, “Public ROW”), as well as Public  
28 Utility Easements (“PUEs”) on third party property on which a preliminary  
29 subdivision plat has been approved by the City, and which will be managed by the  
30 City thereafter, for the provision of public utility services within the City as Grantee’s  
31 Electric Light and Power System now exists or is extended or upgraded in the future.  
32 Nothing in this Franchise limits the City from granting others the right to carry on  
33 activities similar to, or different from the ones described in this Franchise. The rights  
34 granted herein do not include the right to build or site electric generating facilities in  
35 the Public ROW.

1 (B) All Grantee Facilities in possession of Grantee currently or during the Term (as  
2 defined in Section 2(A)) that are located within the Public ROW are covered by this  
3 Franchise and are deemed lawfully placed in their current locations. The City may  
4 require relocation of Grantee Facilities as further specified in Section 8.

5 (C) Grantee may provide telecommunications services via Grantee's Electric Light and  
6 Power System if it obtains all necessary and applicable authorizations from the OPUC  
7 regarding the provision of telecommunications service to the public and obtains any  
8 necessary, lawful and applicable authorization from the City for use of the Public  
9 ROW for such provision, including entering into a separate franchise with the City.

10 **SECTION 2. TERM AND EFFECTIVE DATE.**

11 (A) **Effective Date.** The effective date of this Franchise shall be February 5, 2020  
12 immediately after the City Council passes an ordinance adopting this Franchise and  
13 Grantee accepts this Franchise in writing in accordance with Section 25 herein; and if  
14 such written acceptance is not so filed within said period, this Franchise shall be null  
15 and void.

16 (B) **Duration of Franchise.** The term of this Franchise, and all rights and obligations  
17 pertaining thereto, shall be ten years from the effective date of the Franchise ("Term")  
18 unless renegotiated or terminated as provided in this Franchise. The Term shall  
19 automatically renew for an additional ten years after the expiration of the initial  
20 Term; unless either party provides the other party written notice, at least 180 days  
21 prior to the expiration of the initial Term, that it does not desire to renew this  
22 Franchise.

23 (C) **Charter and General Ordinances to Apply.** To the extent authorized by law, this  
24 Franchise is subject to the Charter of the City of St. Helens and general ordinance  
25 provisions passed pursuant thereto, including the applicable provisions of the St.  
26 Helens Municipal Code requiring underground utilities in subdivisions or partitions,  
27 and state statutes and regulations existing during the Term. Nothing in this Franchise  
28 shall be deemed to waive the requirements of the various codes and ordinances of the  
29 City regarding permits, fees to be paid that are generally applicable to other similar  
30 businesses operating within the City, or the manner of construction.

31 **SECTION 3. DEFINITIONS.**

32 (A) **Captions.** Throughout this Franchise, captions to sections are intended solely to  
33 facilitate reading and to reference the provisions of this Franchise. The captions shall  
34 not affect the meaning and interpretation of this Franchise.

35 (B) **Definitions.** For purposes of this Franchise, the following terms, phrases, and their  
36 derivations shall have the meanings given below unless the context indicates  
37 otherwise. When not inconsistent with the context, words used in the present tense  
38 include the future tense, words in the plural number include the singular number, and  
39 words in the singular number include the plural number. The word "shall" is always  
40 mandatory and not merely directory.

- 1           **(1)** "City" means the City of St. Helens, Oregon, a municipal corporation, and all of  
2           the territory within its corporate boundaries, as such may change from time to  
3           time.
- 4           **(2)** "City Council" means the Council of the City.
- 5           **(3)** "City Engineer" means the City Engineer of the City.
- 6           **(4)** "City Administrator" means the City Administrator of the City.
- 7           **(5)** "City Recorder" means the Recorder of the City.
- 8           **(6)** "Director of Finance" means the Director of Finance of the City.
- 9           **(7)** "Emergency" means a situation involving (a) an unscheduled outage affecting one  
10          or more customers, or (b) danger to public safety. Emergency also includes  
11          situations where the failure of Grantee to act would result in (a) or (b).
- 12          **(8)** "Franchise" means this Franchise Agreement as fully executed by the City and  
13          Grantee and adopted by the City Council pursuant to Ordinance No. \_\_\_\_\_.
- 14          **(9)** "Grantee" means Portland General Electric Company, an Oregon corporation.
- 15          **(10)** "Grantee Facility" means any tangible component of Grantee's Electric Light and  
16          Power System, including but not limited to any poles, guy wires, anchors, wire,  
17          fixtures, equipment, conduit, circuits, vaults, switch cabinets, transformers,  
18          secondary junction cabinets, antennas, communication equipment and other  
19          property necessary or convenient to supply electric light and power by Grantee  
20          within the City.
- 21          **(11)** "Grantee's Electric Light and Power System" means all real property and Grantee  
22          Facilities used by Grantee in the transmission and distribution of its services that  
23          are located inside the boundaries of the City.
- 24          **(12)** "Gross Revenues" shall be deemed to include any and all revenues derived by  
25          Grantee within the City from Grantee's Electric Light and Power System, and  
26          includes, but is not limited to, the sale of and use of electricity and electric  
27          service, and the use, rental, or lease of Grantee Facilities, after adjustment for the  
28          net write-off of uncollectible accounts. Gross Revenues do not include proceeds  
29          from the sale of bonds, mortgages or other evidence of indebtedness, securities or  
30          stocks, or sales at wholesale by one public utility to another of electrical energy  
31          when the utility purchasing such electrical energy is not the ultimate consumer.  
32          Gross Revenues also do not include revenue from joint pole use. For purposes of  
33          this Franchise, revenue from joint pole use includes any revenue collected by  
34          Grantee from other franchisees, permittees, or licensees of the City for the right to  
35          attach wires, cable or other facilities or equipment to Grantee's poles or place  
36          them in Grantee's conduits.
- 37          **(13)** "NESC" means the National Electrical Safety Code.
- 38          **(14)** "OPUC" means the Oregon Public Utility Commission.
- 39          **(15)** "Term" shall have the meaning described in Section 2(A).

1 (16)"person" means any individual, sole proprietorship, partnership, association,  
2 corporation, cooperative, People's Utility District, or other form of organization  
3 authorized to do business in the State of Oregon, and includes any natural person.

4 (17)"Public ROW" shall have the meaning described in Section 1.1(A).

5 (18)"PUE" shall have the meaning described in Section 1.1(A).

6 (19)"year," "annual," or "annually" means the period consisting of a full calendar  
7 year, beginning January 1 and ending December 31, unless otherwise provided in  
8 this Franchise.

9 **SECTION 4. CONSTRUCTION**

10 **(A) Construction.** Subject to the NESC, Grantee's Electric Light and Power System  
11 shall be constructed and maintained in such manner as not to interfere with sewers,  
12 water pipes, or any other property of the City, or with any other pipes, wires, conduits  
13 or other facilities that may have been laid in the Public ROW by or under the City's  
14 authority. Grantee and the City shall work together during any design process  
15 affecting the Public ROW to establish suitable locations for Grantee's Facilities.  
16 Assuming there is sufficient space in the Public ROW that meets the Grantee's  
17 construction standards as provided to the OPUC and NESC requirements, all poles  
18 shall be placed between the sidewalk and the edge of the Public ROW unless another  
19 location is approved by the City Engineer. If there is not sufficient space in the Public  
20 ROW, the City agrees to provide a suitable alternative location, as mutually agreed,  
21 that meets Grantee's construction standards as provided to the OPUC and NESC  
22 requirements, and either the required easements from private property owners or  
23 PUEs to accommodate and permit upgrade of Grantee's Facilities in order to maintain  
24 sufficient service. The foregoing sentence shall not apply if the Grantee's  
25 construction activities are undertaken by Grantee for a system improvement or an  
26 addition to Grantee's Electric Light and Power System.

27 **(B) Acquisition.** Subsequent to the effective date of this Franchise, upon Grantee's  
28 acquisition of additional Grantee Facilities in the Public ROW, or upon any addition  
29 or annexation to the City of any area in which Grantee retains Grantee Facilities in  
30 the Public ROW of such addition or annexation, Grantee shall submit to the City a  
31 statement describing all Grantee Facilities involved, whether authorized by a  
32 franchise agreement or upon any other form of prior right, together with a map, as  
33 described in Section 5, specifying the location of all such Grantee Facilities. Such  
34 Grantee Facilities shall immediately be subject to the terms of this Franchise.

35 **(C) Emergency Repairs.** In the event Emergency repairs to Grantee Facilities are  
36 necessary, Grantee shall as soon as reasonably possible, notify the City of the need  
37 for such repairs. Grantee may immediately initiate such Emergency repairs and, if  
38 permits are required by City, apply for appropriate permits the next business day or as  
39 soon as reasonably possible following discovery of the Emergency. In the event  
40 excavation is necessary in conjunction with the repairs, Section 6 shall also apply.

1 **(D) Reasonable Care.** All work completed by Grantee within the Public ROW shall be  
2 conducted with reasonable care and with the goal of minimizing the risk to those  
3 using the Public ROW and to minimize the risk of damage to public and third party  
4 property. All work shall be performed in accordance with all applicable laws and  
5 regulations, including but not limited to the NESC. Any work completed by Grantee  
6 within the Public ROW may be inspected by the City to determine whether it has  
7 been placed in its approved location according to Grantee's permit issued by the  
8 City. If Emergency work has been completed by Grantee in the Public ROW and the  
9 City determines such work was not completed in a City approved location, the City  
10 shall notify Grantee and provide Grantee with sixty (60) days after the Emergency  
11 has passed to reperform the work in a City approved location, subject to the NESC.

12 **SECTION 5. SUPPLYING MAPS.** Grantee shall maintain maps and data pertaining to  
13 the location of Grantee Facilities on file at its corporate offices or at an office in Oregon.  
14 After providing Grantee with twenty-four (24) hours prior notice, the City may inspect  
15 the maps (excluding Grantee proprietary information) at any time during Grantee's  
16 business hours. Upon request of the City and without charge, Grantee shall furnish  
17 current maps to the City by electronic data in read-only format showing the general  
18 location of Grantee Facilities, excluding Grantee proprietary information. Unless  
19 required by law, the City will not sell or provide Grantee prepared maps or data to third  
20 parties without written permission from Grantee. Upon request of Grantee, the City will  
21 make available to Grantee any relevant City prepared maps or data at no charge to  
22 Grantee. Additional requests for maps or data will be satisfied at the current rate charged  
23 by the City for such services, except where as part of the permitting process, the City has  
24 required that Grantee provide maps that include the location of facilities owned or under  
25 the jurisdiction of the City.

26 **SECTION 6. EXCAVATION.** Subject to Sections 4 and 7, and after obtaining any  
27 permits required by the City, as well as complying with ORS 757.542 et seq. (Oregon  
28 Utility Notification Center) as they may be amended from time to time, Grantee may  
29 make all necessary excavations within the Public ROW for the purpose of installing,  
30 repairing, upgrading or maintaining Grantee Facilities, except that in the case of an  
31 Emergency, no permit shall be required prior to excavation. Should there be a direct  
32 conflict between any terms or conditions stated in a permit granted by the City and the  
33 terms of this Franchise, the terms of this Franchise shall control. All excavations made  
34 by Grantee in the Public ROW shall be properly safeguarded for the prevention of  
35 accidents. All of Grantee's work under this Section shall be completed in strict  
36 compliance with all applicable rules, regulations and ordinances of the City. Should a  
37 customer of Grantee be required, pursuant to Grantee's tariff on file with the OPUC, to  
38 make excavations that are located in the Public ROW, the City agrees that Grantee shall  
39 not be responsible or liable for any failure by such customer to comply with any  
40 applicable rules, regulations, ordinances of the City and/or with City standards.  
41

1 **SECTION 7. RESTORATION AFTER EXCAVATION.** Except as otherwise  
2 provided for in this Section, Grantee shall restore the surface of the Public ROW in the  
3 area disturbed by any excavation by Grantee to at least the same condition that it was in  
4 prior to excavation. If Grantee excavates the surface of the Public ROW, Grantee shall  
5 be responsible for restoration of the Public ROW and the area affected by the excavation.  
6 If Grantee fails to restore the Public ROW to at least the same condition that it was in  
7 prior to the excavation, the City shall give Grantee written notice and provide Grantee a  
8 reasonable period of time, not to exceed thirty (30) days, to restore the Public ROW. If  
9 the work of Grantee creates a public safety hazard as determined by the City Engineer,  
10 Grantee may be required to repair or restore the Public ROW within twenty-four (24)  
11 hours notice from the City, or such time as agreed between the City Engineer and  
12 Grantee, taking into consideration weather and other relevant factors. Should Grantee  
13 fail to make such repairs or restorations within the aforementioned time frames, the City  
14 may, after providing notice to Grantee and a reasonable opportunity to cure, refill or  
15 repave any opening made by Grantee in the Public ROW and the expense thereof shall be  
16 paid by Grantee. The City reserves the right, after providing notice to Grantee, to remove  
17 or repair any work completed by Grantee, which, in the determination of the City  
18 Engineer is inadequate, using a qualified contractor in accordance with applicable state  
19 and federal safety laws and regulations, and Grantee's construction standards as provided  
20 to the OPUC. The cost thereof, including the cost of inspection and supervision, shall be  
21 paid by Grantee. In the event that Grantee's work is coordinated with other construction  
22 work in the Public ROW, the City Engineer may excuse Grantee from restoring the  
23 surface of the Public ROW, providing that as part of the coordinated work, the Public  
24 ROW is restored to good order and condition.

25 **SECTION 8. RELOCATION**

26 **(A) Permanent Relocation Required by City** – This subsection (A) covers permanent  
27 relocation of overhead Grantee Facilities that will remain overhead, and underground  
28 Grantee Facilities that will remain underground. The City shall have the right to  
29 require Grantee to change the location of Grantee's Electric Light and Power System  
30 located in the Public ROW when it is necessary for any public project or  
31 improvement in the Public ROW, and, unless otherwise agreed, the expenses thereof  
32 shall be paid by Grantee. The foregoing sentence shall not apply if either of the of the  
33 following is true: a) the project or improvement necessitating the change in location  
34 will not be owned by the City; or b) the majority of the funding for the project or  
35 improvement does not come from City, county, state, or federal government sources,  
36 including but limited to System Development Charges paid to the City. The City  
37 agrees to provide a suitable location in the Public ROW, as mutually agreed, or,  
38 failing that, to provide either the necessary easements from the private property  
39 owners or PUEs for Grantee Facilities that meet the Grantee's construction standards  
40 as provided to the OPUC and NESC requirements to accommodate and permit  
41 upgrade of Grantee Facilities in order to maintain sufficient service. Should Grantee  
42 fail to remove or relocate any such Grantee Facilities within ninety (90) days after the  
43 date established by the City, which, except in the event of public Emergency, shall  
44 not occur sooner than ninety (90) days after the City provides written notice to

1 remove/relocate to Grantee, the City may cause or effect such removal or relocation,  
2 performed by a qualified contractor in accordance with applicable state and federal  
3 safety laws and regulations, and the Grantee's construction standards as provided to  
4 the OPUC, and the expense thereof shall be paid by Grantee. However, when the  
5 City requests a subsequent relocation of all or part of the same Grantee Facilities less  
6 than two years after the initial relocation that is necessary or convenient for a public  
7 project, and not at the request of or to accommodate a third party, the subsequent  
8 relocation shall be at the expense of the City.

9 **(B) Notice.** The City will endeavor to provide as much notice prior to requiring Grantee  
10 to relocate Grantee Facilities as possible. The notice shall specify the date by which  
11 the existing Grantee Facilities must be removed or relocated. Nothing in this Section  
12 8 shall prevent the City and Grantee from agreeing, either before or after notice is  
13 provided, to a mutually acceptable schedule for relocation. The City and Grantee  
14 agree to cooperate in the design phase to minimize the economic impact of such  
15 relocation on Grantee and the City.

16 **(C) Permanent Relocation - Undergrounding.** This subsection (C) applies to  
17 conversions of Grantee Facilities from overhead to underground regardless of  
18 whether or not such conversion is made in conjunction with a public project. As  
19 permitted by, and in accordance with City ordinance and any applicable law,  
20 administrative rule, or regulation, the City may require Grantee to convert any  
21 overhead Grantee Facilities to underground Grantee Facilities at the same or different  
22 locations, subject to NESC and Grantee's engineering and safety standards. This  
23 subsection shall not apply to Grantee Facilities used for or in connection with the  
24 transmission of electric energy at nominal voltages in excess of 35,000 volts or to  
25 pedestals, cabinets or other above-ground equipment. Any such underground  
26 relocation shall be consistent with applicable long-term development plans or projects  
27 of the City, or as approved by the City. The expense of such a conversion shall be  
28 paid by Grantee, and Grantee may recover its costs from its customers in accordance  
29 with state law, administrative rule, or regulation. The City agrees to provide a  
30 suitable location in the Public ROW, as mutually agreed, or, failing that, to provide  
31 either the necessary easements from the private property owners or PUEs for Grantee  
32 Facilities that meet the Grantee's construction standards as provided to the OPUC and  
33 NESC requirements to accommodate and permit upgrade of Grantee Facilities in  
34 order to maintain sufficient service. Nothing in this subsection prevents the City and  
35 Grantee from agreeing to a different form of cost recovery on a case-by-case basis  
36 consistent with applicable statutes, administrative rules, or regulations.

37 **(D) Temporary Relocation at Request of Third Parties.** Whenever it is necessary to  
38 temporarily relocate or rearrange any Grantee Facility in order to permit the passage  
39 of any building, machinery or other object, Grantee shall perform the work after  
40 receiving sixty (60) business days written notice from the persons desiring to move  
41 the building, machinery or other object. The notice shall: (1) demonstrate that the  
42 third party has acquired at its expense all necessary permits from the City; (2) detail  
43 the route of movement of the building, machinery, or other object; (3) provide that the  
44 person requesting the temporary relocation shall be responsible for Grantee's costs;

1 (4) provide that the requestor shall indemnify and hold harmless the City and Grantee  
2 from any and all damages or claims resulting either from the moving of the building,  
3 machinery or other object or from the temporary relocation of Grantee Facilities; and  
4 (5) be accompanied by a cash deposit or other security acceptable to Grantee for the  
5 costs of relocation. Grantee in its sole discretion may waive the security obligation.  
6 The cash deposit or other security shall be in an amount reasonably calculated by  
7 Grantee to cover Grantee's costs of temporary relocation and restoration. All  
8 temporary relocations under this subsection shall comply with ORS 757.805.

9 **(E) Temporary Relocation at Request of City.** This subsection (E) covers temporary  
10 relocation of overhead Grantee Facilities that will remain overhead, as well as  
11 underground Grantee Facilities that will remain underground. The City may require  
12 Grantee to temporarily remove and relocate Grantee Facilities by giving sixty (60)  
13 days notice to Grantee. Prior to such relocation, the City agrees to provide a suitable  
14 location in the Public ROW, as mutually agreed, or a temporary construction  
15 easement that meets the Grantee's construction standards as provided to the OPUC  
16 and NESC requirements, and that allows the Grantee to place its Facilities on the  
17 easement in order to maintain sufficient service until such time as the Grantee moves  
18 its Facilities to their permanent location. The cost of temporary removal or relocation  
19 of Grantee Facilities that is necessary or convenient for public projects, as well as  
20 cost of replacing Grantee Facilities in their permanent location, shall be paid by  
21 Grantee. However, when the City requests a subsequent relocation of all or part of the  
22 same Grantee Facilities less than two years after the initial relocation, that is  
23 necessary or convenient for a public project and not at the request of or to  
24 accommodate a third party, the subsequent relocation shall be at the expense of the  
25 City.

26 **(F) Relocation at Request of or to Accommodate Third Party.** In the event that  
27 any relocation of Grantee Facilities is requested by or is to accommodate a third  
28 party, the City and the Grantee agree to cooperate to minimize the economic impact  
29 of such relocation on the Grantee. The Grantee shall seek reimbursement from the  
30 third party consistent with the Grantee's tariff on file with the OPUC and not from the  
31 City. Such relocation shall be consistent with any applicable long-term development  
32 plan or projection of the City or approved by the City; however, if relocation of  
33 Grantee Facilities is caused or required by the conditions placed by the City on  
34 approval for projects of third parties, such relocation shall in no event fall under the  
35 provisions of subsections (A), (C) or (E) of this Section 8.

36 **SECTION 9. PUBLIC ROW VACATION.** If all or a portion of the Public ROW  
37 used by Grantee is vacated by the City during the Term, and if reasonably possible, the  
38 City shall either condition the approval of the vacation on the reservation of an easement  
39 for Grantee Facilities in their then-current location that prohibits any use of the vacated  
40 property that interferes with Grantee's full enjoyment and use of its easement, or permit  
41 Grantee Facilities to remain in a PUE. If neither of these options is reasonably possible,  
42 Grantee shall, after notice from the City and without expense to the City, remove Grantee  
43 Facilities from such vacated Public ROW, restore, repair or reconstruct the Public ROW  
44 where such removal has occurred, and place the Public ROW in good order and condition



1 as may be required by the City. In the event of failure, neglect or refusal of Grantee, after  
2 providing Grantee with ninety (90) days prior written notice, to repair, restore, or  
3 reconstruct such Public ROW, the City may complete such work or cause it to be  
4 completed by a qualified contractor in accordance with applicable state and federal safety  
5 laws and regulations, and the cost thereof shall be born by the Grantee. Upon request, the  
6 City will cooperate with Grantee to identify alternative locations within the Public ROW  
7 for Grantee Facilities if they are not permitted to remain in the vacated area.

8 **SECTION 10. CITY PUBLIC WORKS AND IMPROVEMENTS.** Nothing in this  
9 Franchise shall be construed in any way to prevent the City from excavating, grading,  
10 paving, planking, repairing, widening, altering, or completing any work that may be  
11 needed or convenient in the Public ROW that is consistent with the NESC. The City  
12 shall coordinate any such work with Grantee to avoid, to the extent reasonably  
13 foreseeable, any obstruction, injury or restrictions on the use by Grantee of any Grantee  
14 Facilities, and the City shall be responsible for the costs to repair any damage to Grantee  
15 Facilities arising out of such work. Nothing in this Section relieves Grantee from its  
16 obligations stated in Section 8.

17 **SECTION 11. USE OF GRANTEE FACILITIES.** City shall maintain attachment  
18 agreements and permits to string wires on Grantee's poles or run wires in Grantee's  
19 trenches and/or conduit for municipal purposes and to attach fire and police alarm and  
20 communication equipment to Grantee's poles, provided that such wires and equipment: a)  
21 do not unreasonably interfere with Grantee operations; b) conform to the NESC; and c)  
22 the City's excess capacity on such wires and equipment is not leased to, sold to or  
23 otherwise used by non-governmental third parties. Grantee shall not charge the City for  
24 such attachments to its poles or in its conduits; however, the City shall be responsible to  
25 pay for any make-ready and inspections Grantee must perform in order to provide access  
26 to Grantee Facilities for City wires and equipment in accordance with the NESC. Should  
27 any of the City's attachments to Grantee Facilities violate the NESC, the City shall work  
28 with Grantee to address and correct such violations in an agreed-upon period of time.  
29 The City shall indemnify and hold Grantee harmless from loss or damage resulting from  
30 the presence of City's wires and equipment on or in Grantee Facilities. For purposes of  
31 this Franchise, "make-ready" shall mean engineering or construction activities necessary  
32 to make a pole, conduit, or other support equipment available for a new attachment,  
33 attachment modifications, or additional facilities.

34 **SECTION 12. PAYMENT FOR USE OF PUBLIC ROW.**

35 **(A) Use of Public ROW.** In consideration for its use of the Public ROW in accordance  
36 with the terms of this Franchise, Grantee agrees to pay the City an amount equal to 3  
37 1/2 percent of the Gross Revenue received by Grantee from its customers within the  
38 City. The payment for each year shall be based on the Gross Revenue collected by  
39 Grantee during the previous calendar year from Grantee's customers, and shall be  
40 paid on an annual basis. To the extent permissible under state law and regulation, the  
41 payment imposed by this subsection shall be considered an operating expense of  
42 Grantee and shall not be itemized or billed separately to consumers within the City.  
43 However, should the percentage of Gross Revenue permitted to be considered an

1 operating expense of Grantee be increased by regulation of the OPUC during the  
2 Term of this Agreement, the City shall have the right to require the percentage  
3 amount paid by Grantee under this subsection (A) be increased, not to exceed the  
4 maximum amount permitted by regulation at that time.

5 **(B) Property Tax Limitations Do Not Apply.** The payment described in this Section 12  
6 is not subject to the property tax limitations of Article XI, Sections 11(b) and 11(19)  
7 of the Oregon Constitution and is not a fee imposed on property or property owners  
8 by fact of ownership.

9 **(C) Privilege Tax.** The City shall retain the right, as permitted by Oregon law, to charge  
10 a privilege tax based on a percentage of the Gross Revenue as defined in this  
11 Agreement earned from Grantee's customers within the City in addition to the  
12 payment amounts set forth in subsection (A). Should the maximum percentage  
13 amount permitted by law and applicable to Grantee be increased during the Term of  
14 this Agreement, the City shall have the right to increase any privilege tax it charges  
15 Grantee as long as the combined amounts charged under this subsection (C) and the  
16 amounts charged under subsection (A) do not exceed the maximum amount permitted  
17 by law. The City shall provide Grantee at least ninety (90) days notice prior to any  
18 privilege tax or increase in privilege tax becoming effective. Grantee shall follow  
19 state regulations regarding the inclusion of such privilege tax as an itemized charge  
20 on the electricity bills of its customers within the City.

21 **(D) Remittance of Annual Payment.** Grantee shall remit to the Director of Finance on  
22 or before the first (1st) day of April of each year, the annual 3 ½% franchise fee  
23 payment, as well as payment of any additional privilege tax, to be made in such year.  
24 Payment must be made in immediately available federal funds. With its annual  
25 payment, Grantee shall provide the City a statement under oath showing the Gross  
26 Revenue for the preceding year.

27 **(E) Acceptance of Payment.** Acceptance by the City of any payment due under this  
28 Section shall not be a waiver by the City of any breach of this Franchise occurring  
29 prior to the acceptance, nor shall the acceptance by the City preclude the City from  
30 later establishing that a larger amount was actually due, or from collecting the balance  
31 due to the City.

32 **(F) Late Payments.** Interest on late payments shall accrue from the due date based on  
33 the one year U.S. treasury bill rate as of the due date, and shall be computed based on  
34 the actual number of days elapsed from the due date until payment. Interest shall  
35 accrue without regard to whether the City has provided notice of delinquency.  
36

1 **(G)No Exemption From Other Fees or Taxes.** Payment of the amounts described in  
2 this Section 12 shall not exempt Grantee from the payment of any other license fee,  
3 tax or charge on the business, occupation, property or income of Grantee that may be  
4 lawfully imposed by the City or any other taxing authority, except as may otherwise  
5 be provided in the ordinance or laws imposing such other license fee, tax or charge.

6 **(H)Direct Access and Volumetric Methodologies.** The City may, consistent with state  
7 law, direct that the payments made under this Section 12 be based on volume-based  
8 methodologies as specifically described in ORS 221.655 instead of the formula set  
9 out in subsections 12 (A) and (C). Notice must be given to Grantee in writing for the  
10 subsequent payments to be made using volume-based methodology. The volumetric  
11 calculation shall apply to payments made in one calendar year (based on January 1 to  
12 December 31 billings from the previous calendar year). The choice to use volumetric  
13 methodology must be renewed annually by the City. No notice is necessary if the  
14 City chooses to remain on the revenue-based calculation.

15 **(I) Payment Obligation Survives Franchise.** If prior to the expiration of this Franchise  
16 the parties do not finish negotiation of a new franchise agreement, the obligation to  
17 make the payments imposed by this Section 12 shall survive expiration of this  
18 Franchise until a new franchise agreement becomes effective and supersedes this  
19 Franchise. In the event this Franchise is terminated before expiration, Grantee shall  
20 make the remaining payments owed, if any, within ninety (90) days of the termination  
21 date.

## 22 **SECTION 13. AUDIT.**

23 **(A)Audit Notice and Record Access.** The City may audit Grantee's calculation of  
24 Gross Revenues. Within ten (10) business days after receiving a written request from  
25 the City, or such other time frame as agreed by both parties, Grantee shall furnish the  
26 City and any auditor retained by the City: (1) information sufficient to demonstrate  
27 that Grantee is in compliance with this Franchise; and (2) access to all books, records,  
28 maps and other documents maintained by Grantee with respect to Grantee Facilities  
29 that are necessary for the City to perform such audit. Grantee shall provide access to  
30 such information to City within the City, or the Portland, Oregon metropolitan area,  
31 during regular Grantee business hours.

32 **(B) Audit Payment.** If the City's audit shows that the amounts due to the City are higher  
33 than those based on the Grantee's calculation of Gross Revenue, then Grantee shall  
34 make a payment for the difference within sixty (60) days after the delivery to Grantee  
35 of the audit results. In addition to paying any underpayment, Grantee shall pay  
36 interest at the prevailing one year U.S. Treasury bill rate, but not penalties, as  
37 specified in this Franchise, from the original due date. In the event the City's audit  
38 shows that Grantee's calculation of Gross Revenue resulted in an overpayment to the  
39 City by five percent (5%) or more in any one year, the Grantee may deduct such  
40 overpayment from the next annual franchise fee payment. If the City's audit shows  
41 that the amounts due to the City based on the Grantee's calculation of Gross Revenue

1 deviated by five percent (5%) or more in any one year from the City's calculation  
2 during the audit, Grantee shall reimburse City for the cost of the audit, not to exceed  
3 one percent (1%) of the total annual franchise payment for the applicable audit  
4 period.

5 **SECTION 14. TERMINATION AND REMEDIES.**

6 **(A) By City for Cause.** If Grantee ceases to maintain Grantee Facilities in accordance  
7 with the maintenance commitments outlined in the Service Quality Measures Review  
8 filed with the OPUC, and this causes an increase in the risk to the public of personal  
9 injury or property damage, the City shall notify Grantee and Grantee shall have thirty  
10 (30) days after the date of the notice to eliminate such risk or, if such risk can not be  
11 eliminated within thirty (30) days, such reasonable time period as is required to  
12 eliminate such risk and Grantee shall bear all costs related to remedying the risk. If  
13 Grantee does not eliminate the risk in accordance with the preceding sentence, the  
14 City may then terminate this Franchise by providing Grantee written notice of  
15 termination.

16 **(B) By City if City Will Provide Service.** The City may terminate this Franchise upon  
17 one year's written notice to Grantee in the event that the City decides to engage in  
18 public ownership of the electric facilities located in the Public ROW and the public  
19 distribution of electric energy to customers throughout the City in accordance with  
20 ORS 758.470.

21 **(C) City Reserves Right to Terminate.** In addition to any other rights provided for in  
22 this Franchise, the City reserves the right, subject to subsections 14 (E) and (F), to  
23 terminate this Franchise in the event that:

- 24 (1) The Grantee materially violates any material provision of this Franchise;
- 25 (2) The Grantee is found by a court of competent jurisdiction to have practiced any  
26 material fraud or deceit upon the City;
- 27 (3) There is a final determination that Grantee has failed, refused, neglected or is  
28 otherwise unable to obtain or maintain Grantee's service territory designation  
29 required by any federal or state regulatory body regarding Grantee's operation of  
30 Grantee's Electric Light and Power System or
- 31 (4) Grantee becomes unable or unwilling to pay its debts, or is adjudged bankrupt.

32 **(D) Material Provisions.** For purposes of this Section 14, the following are material  
33 provisions of this Franchise, allowing the City to exercise its rights under this Section  
34 14 or as set forth elsewhere in this Franchise:

- 35 (1) The invalidation, failure to pay or any suspension of Grantee's payments of  
36 franchise fees or privilege taxes to the City for use of the Public ROW under this  
37 Franchise;
- 38 (2) Any failure by Grantee to submit timely reports as may be requested by the City,  
39 regarding the calculation of its franchise fees or privilege taxes paid or to be paid  
40 to the City;

- 1 (3) Any failure by Grantee to maintain the liability insurance or self insurance  
2 required under this Franchise;
- 3 (4) Any failure by Grantee to provide copies of requested information as provided  
4 under Sections 4, 5, and 13 above; and
- 5 (5) Any failure by Grantee to otherwise substantially comply with the requirements of  
6 Section 4 through Section 20 of this Franchise, unless otherwise agreed.

7 **(E) Notice and Opportunity to Cure.** The City shall provide Grantee thirty (30) days  
8 prior written notice of its intent to exercise its rights under this Section 14, stating the  
9 reasons for such action. If Grantee cures the basis for termination or if the Grantee  
10 initiates efforts satisfactory to the City to remedy the basis for termination and the  
11 efforts continue in good faith within the thirty (30) day notice period, the City shall  
12 not exercise its remedy rights. If Grantee fails to cure the basis for termination or if  
13 the Grantee does not undertake and/or maintain efforts satisfactory to the City to  
14 remedy the basis for termination within the thirty (30) day notice period, then the  
15 City Council may impose any or all of the remedies available under this Section 14.

16 **(F) Remedies.** In determining which remedy or remedies are appropriate, the City shall  
17 consider the nature of the violation, the person or persons burdened by the violation,  
18 the nature of the remedy required in order to prevent further such violations, and any  
19 other matters the City deems appropriate.

20 **(G) Financial Penalty.** In addition to any rights set out elsewhere in this Franchise, as  
21 well as its rights under the City Code or other law, the City reserves the right at its  
22 sole option to impose a financial penalty of up to \$500.00 per day per material  
23 violation of a material provision of this Franchise when the opportunity to cure has  
24 passed.

25 **SECTION 15. ASSIGNMENT OF FRANCHISE.** Grantee shall not sell, assign,  
26 transfer, or convey this Franchise to a third party without the City Council giving its  
27 consent in a duly passed ordinance. Upon obtaining such consent, this Franchise shall  
28 inure to and bind such third party. Grantee shall not sell or assign this Franchise to an  
29 entity that is not authorized by the OPUC to provide electric service to retail consumers  
30 in the City or is not otherwise authorized to provide electric service to retail consumers  
31 under Oregon law. Prior to any proposed transfer, Grantee shall be in full compliance  
32 with this Franchise and the proposed transferee shall agree in writing to be bound by this  
33 Franchise. In the event Grantee is purchased by or merged into another entity and  
34 Grantee survives such purchase or merger as a public utility, Grantee shall provide notice  
35 to the City of such purchase or merger, but shall have no obligation under this Franchise  
36 to obtain the consent of the City Council for such purchase or merger.

37 **SECTION 16. REMOVAL OF FACILITIES.** If this Franchise is terminated or  
38 expires on its own terms and is not replaced by a new franchise agreement or similar  
39 authorization, the City may determine whether Grantee Facilities are to be removed from  
40 the Public ROW or remain in place. The City shall provide written notice of any  
41 requirement to remove Grantee Facilities and shall provide Grantee sixty (60) days to

1 comment on such requirement to move Grantee Facilities. Following consideration of  
2 any such comments, the City Manager may issue an order requiring removal of Grantee  
3 Facilities within nine (9) months after such order is declared.

4 **SECTION 17. NONDISCRIMINATION.** Grantee shall provide service to electric  
5 light and power consumers in the City without undue discrimination or undue preference  
6 or disadvantage, in accordance with Oregon law.

7 **SECTION 18. INDEMNIFICATION.** To the fullest extent permitted by law, Grantee  
8 shall indemnify and hold harmless the City against any and all claims, damages, costs and  
9 expenses, including attorney's fees and costs, to which the City may be subjected as a  
10 result of any negligent or willful misconduct of Grantee, or its affiliates, officers,  
11 employees, agents, contractors or subcontractors, arising out of the rights and privileges  
12 granted by this Franchise. The obligations imposed by this Section are intended to  
13 survive termination of this Franchise.

14 **SECTION 19. INSURANCE.** Grantee shall obtain and maintain in full force and  
15 effect, for the entire Term, the following insurance covering risks associated with  
16 Grantee's ownership and use of Grantee Facilities and the Public ROW:

17 (A) Commercial General Liability insurance covering all operations by or on behalf of  
18 Grantee for Bodily Injury and Property Damage, including Completed Operations and  
19 Contractors Liability coverage, in an amount not less than Two Million Dollars  
20 (\$2,000,000.00) per occurrence and in the aggregate.

21 (B) Business Automobile Liability insurance to cover any vehicles used in connection  
22 with its activities under this Franchise, with a combined single limit not less than One  
23 Million Dollars (\$1,000,000.00) per accident.

24 (C) Workers' Compensation coverage as required by law and Employer's Liability  
25 Insurance with limits of \$1,000,000. With the exception of Workers' Compensation  
26 and Employers Liability coverage, Grantee shall name the City as an additional  
27 insured on all applicable policies. All insurance policies shall provide that they shall  
28 not be canceled or modified unless thirty (30) days prior written notice is provided to  
29 the City. Grantee shall provide the City with a certificate of insurance evidencing  
30 such coverage as a condition of this Franchise and shall provide updated certificates  
31 upon request.

32 (C) **In Lieu of Insurance.** In lieu of the insurance policies required by this  
33 Section 19, Grantee shall have the right to self-insure any and all of the  
34 coverage outlined hereunder. If Grantee elects to self-insure, it shall do so in  
35 an amount at least equal to the coverage requirements of this Section 19 in a  
36 form acceptable to the City. Grantee shall provide proof of self-insurance to  
37 the City before this Franchise takes effect and thereafter upon request by the  
38 City.

1 **SECTION 20. DAMAGE TO FACILITIES.** The City shall not be liable for any  
2 consequential damages or losses resulting from any damage to or loss of any facility as a  
3 result of or in connection with any work by or for the City unless the damage or loss is  
4 the direct and proximate result of willful, intentionally tortuous, negligent or malicious  
5 acts or omissions by the City, its employees, or agents. In such case, the City shall  
6 indemnify and hold harmless Grantee against any and all claims, damages, costs and  
7 expenses, including attorney's fees and costs, arising from, subject to any applicable  
8 limitations in the Oregon Constitution and the Oregon Tort Claims Act. The obligations  
9 imposed by this Section are intended to survive termination of this Franchise.

10 **SECTION 21. LIMITATION ON PRIVILEGES.** All rights and authority granted to  
11 Grantee by the City under this Franchise are conditioned on the understanding and  
12 agreement that the privileges in the Public ROW shall not be an enhancement of  
13 Grantee's properties or an asset or item of ownership of Grantee.

14 **SECTION 22. FRANCHISE NOT EXCLUSIVE.** This Franchise is not exclusive and  
15 shall not be construed to limit the City from granting rights, privileges and authority to  
16 other persons similar to or different from those set forth in this Franchise.

17 **SECTION 23. REMEDIES AND PENALTIES NOT EXCLUSIVE.** All remedies  
18 and penalties under this Franchise, including termination, are cumulative and not  
19 exclusive, and the recovery or enforcement by one available remedy or imposition of a  
20 penalty is not a bar to recovery or enforcement by any other remedy or imposition of any  
21 other penalty. The City reserves the right to enforce the penal provisions of any City  
22 ordinance or resolution and to avail itself to any and all remedies available at law or in  
23 equity. Failure to enforce any term, condition or obligation of this Franchise shall not be  
24 construed as a waiver of a breach of any term, condition or obligation of this Franchise.  
25 A specific waiver of a particular breach of any term, condition or obligation of this  
26 Franchise shall not be a waiver of any other, subsequent or future breach of the same or  
27 any other term, condition or obligation of this Franchise.

28 **SECTION 24. SEVERABILITY CLAUSE.** If any section, subsection, sentence,  
29 clause, phrase, or other portion of this Franchise is, for any reason, held to be invalid or  
30 unconstitutional by a court of competent jurisdiction, all portions of this Franchise that  
31 are not held to be invalid or unconstitutional shall remain in effect until this Franchise is  
32 terminated or expired. After any declaration of invalidity or unconstitutionality of a  
33 portion of this Franchise, either party may demand that the other party meet to discuss  
34 amending the terms of this Franchise to conform to the original intent of the parties. If  
35 the parties are unable to agree on a revised franchise agreement within ninety (90) days  
36 after a portion of this Franchise is found to be invalid or unconstitutional, either party  
37 may terminate this Franchise by delivering one hundred and eighty (180) days notice to  
38 the other party.  
39

1

2 **SECTION 25. NOTICE.** Any notice provided for under this Franchise shall be  
3 sufficient if in writing and (1) delivered personally to the following addressee, (2)  
4 deposited in the United States mail, postage prepaid, certified mail, return receipt  
5 requested, (3) sent by overnight or commercial air courier (such as Federal Express or  
6 UPS), or (4) sent by facsimile transmission with verification of receipt, addressed as  
7 follows, or to such other address as the receiving party hereafter shall specify in writing:

8 **If to the City: City Administrator City of St. Helens, Oregon**  
9 **265 Strand Street**  
10 **St. Helens, Oregon 97051**  
11 **FAX # (503) 397-4016**

12 **With a copy to: City Attorney**  
13 **City of St. Helens, Oregon**  
14 **Jordan Ramis PC**  
15 **Two Centerpointe Drive Ste #600**  
16 **Lake Oswego OR 97035**

17 **If to the Grantee: Regional Manager**  
18 **Portland General Electric Company**  
19 **2213 SW 153<sup>rd</sup> Drive**  
20 **Beaverton, Oregon 97006**  
21 **FAX: (503) 672-5595**

22 **With a copy to: Portland General Electric Company**  
23 **Attn: General Counsel**  
24 **One World Trade Center, 17<sup>th</sup> Floor**  
25 **121 SW Salmon Street**  
26 **Portland, Oregon 97204**  
27 **FAX: (503) 464-2200**

28  
29 **Portland General Electric,**  
30 **Attn: Local Government Affairs**  
31 **One World Trade Center, 3<sup>rd</sup> Floor**  
32 **121 SW Salmon Street**  
33 **Portland, Oregon 97204**

34  
35 **Portland General Electric, Beaverton Line Center Attn: Manager of Line Design**  
36 **and Crew Coordination**  
37 **2213 S.W. 153<sup>rd</sup> Dr.**  
38 **Beaverton, OR 97003**

39 Any such notice, communication or delivery shall be deemed effective and delivered  
40 upon the earliest to occur of actual delivery, three (3) business days after depositing in the



1 United States mail, one (1) business day after shipment by commercial air courier or the  
2 same day as confirmed facsimile transmission (or the first business day thereafter if faxed  
3 on a Saturday, Sunday or legal holiday).  
4

1 **Section 26. EFFECTIVE DATE AND REPEAL OF PRIOR ORDINANCE.** This  
2 ordinance is effective on February 5, 2020. Ordinance No. 2607 is repealed, effective on  
3 February 5, 2020.

4 IN WITNESS WHEREOF, the parties, through their duly authorized  
5 representatives, have executed this Franchise as of the dates indicated below.

PORTLAND GENERAL ELECTRIC CITY OF ST. HELENS  
COMPANY

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

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

Name: Brad Jenkins

Name: Rick Scholl \_\_\_\_\_

Title: Vice President, Utility Operations

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

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

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

Attest:

\_\_\_\_\_  
City Recorder

6

**City of St. Helens**  
**ORDINANCE NO. 3248**

AN ORDINANCE TO AMEND THE CITY OF ST. HELENS COMPREHENSIVE PLAN MAP FOR CERTAIN PROPERTY FROM THE SUBURBAN RESIDENTIAL (SR) DESIGNATION TO THE GENERAL COMMERCIAL (GC) DESIGNATION AND THE ZONING DISTRICT MAP FROM THE MODERATE RESIDENTIAL (R7) ZONE TO THE GENERAL COMMERCIAL (GC) ZONE

**WHEREAS**, applicants have requested to amend the City of St. Helens Comprehensive Plan Map and Zoning District Map for property generally located at the southeast corner of the Matzen Street and Brayden Street intersection, more specifically described in **Exhibit "A"** attached hereto and made part of this reference; and

**WHEREAS**, the St. Helens Planning Commission did hold a duly noticed public hearing and did conclude to recommend such a change to the City Council; and

**WHEREAS**, the City Council did hold a duly noticed public hearing and did find that after due consideration of all the evidence in the record compared to the criteria, that they agreed with the application; and

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

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

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

**Section 2.** The City of St. Helens Comprehensive Plan Map is amended to change the plan designation boundaries of the Suburban Residential (SR) designation to the General Commercial (GC) designation for the property described herein.

**Section 3.** The City of St. Helens Zoning District Map is amended to change the zoning district boundaries of the Moderate Residential (R7) zone to the General Commercial (GC) zone for the property described herein.

**Section 4.** In support of the aforementioned Comprehensive Plan Map and Zone District Map Amendment, the Council hereby adopts the Findings of Fact and Conclusions of Law, attached hereto as **Exhibit "B"** and made part of this reference.

**Section 5.** The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: February 5, 2020  
Read the second time: February 19, 2020

**APPROVED AND ADOPTED** this 19th day of February, 2020 by the following vote:

Ayes:

Nays:

---

Rick Scholl, Mayor

ATTEST:

---

Kathy Payne, City Recorder

**EXHIBIT "A"**  
Legal Description

A tract of land in Section 5, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon being more particularly described as follows:

Beginning at the Northwest corner of Tract 18, Milton Park as per plat on file and of record in the Clerk's Office, Columbia County, Oregon; said point being the Northwest corner of Parcel 3 of the Dorothy A. Dias, Trustee tract as described in Instrument No. 96-09739, Clerk's Records, Columbia County, Oregon; thence South  $00^{\circ}44'00''$  West, along the West line of said Tract 18, a distance of 210.00 feet to a  $5/8$ " iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence North  $87^{\circ}15'00''$  East a distance of 100.00; thence North  $00^{\circ}44'00''$  East a distance of 210.00 feet to the North line of said Tract 18; thence South  $87^{\circ}15'00''$  West, along said North line, a distance of 100.00 feet to the point of beginning.

**CITY OF ST. HELENS PLANNING DEPARTMENT  
FINDINGS OF FACT AND CONCLUSIONS OF LAW  
CPZA.3.19**

**APPLICANT:** Multi-Tech Engineering Services, Inc.

**OWNER:** St. Helens Land Company, LLC

**ZONING:** Moderate Residential (R7)

**LOCATION:** 4N1W-5DD-2002

SE corner of the Matzen Street and Brayden Street intersection

**PROPOSAL:** Zone Map Amendment from Moderate Residential (R7) to General Commercial (GC) and Comprehensive Plan Amendment from Suburban Residential (SR) to General Commercial (GC)

The 120-day rule (ORS 227.178) for final action is **not applicable** per ORS 227.178(7).

**SITE INFORMATION / BACKGROUND**

The 0.48 acre subject property is located east of Matzen Street and south of Brayden Street, an undeveloped right-of-way currently under development. The applicant received Conditional Use Permit approval (CUP.2.18) for a multi-family development north of Brayden Street in September 2018. This multi-family development is currently under construction. The subject property is currently utilizing a Temporary Use Permit (TUP.9.18) on the site for temporary storage of a construction-related trailer, materials, and equipment related to the multi-family development.

Surrounding uses to the west of Matzen Street are dominated by single-family dwellings. To the north of Brayden Street is the multi-family development under construction and more single-family dwellings. To the south of the subject property is one single-family dwelling and one undeveloped property. To the east between the subject property and Highway 30 are commercial uses, including a hotel.

**PUBLIC HEARING & NOTICE**

Hearing dates are as follows: December 10, 2019 before the Planning Commission and January 15, 2020 before the City Council.

**At their December 10, 2019 meeting, the Planning Commission unanimously recommended approval of this proposal.**

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties on November 20, 2019 via first class mail. Notice was sent to agencies by e-mail on November 19, 2019. Notice was published in the The Chronicle on November 27, 2019. Notice was sent to the Oregon Department of Land Conservation and Development on November 5, 2019.

## APPLICABLE CRITERIA, ANALYSIS & FINDINGS

### SHMC 17.08.040 Quasi-judicial amendments and standards (1) (a) - (b):

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

**(a)(i) Discussion:** This criterion requires analysis of applicable comprehensive plan policies and that the change will not adversely impact the health, safety, and welfare of the community. The applicable Comprehensive Plan goals and policies are:

### 19.08.020 Economic goals and policies.

[...]

(3) *Policies. It is the policy of the city of St. Helens to:*

[...]

*(j) Allocate adequate amounts of land for economic growth and support the creation of commercial and industrial focal points.*

### 19.12.070 General commercial category goals and policies.

*(1) Goals. To establish commercial areas which provide maximum service to the public and are properly integrated into the physical pattern of the city.*

*(2) Policies. It is the policy of the city of St. Helens to:*

*(a) Encourage new commercial development in and adjacent to existing, well-established business areas taking into account the following considerations:*

*(i) Making shopping more convenient for patrons;*

*(ii) Cutting down on street traffic;*

*(iii) Maximizing land through the joint use of vehicular access and parking at commercial centers; and*

*(iv) Encouraging locations that enjoy good automobile access and still minimize traffic hazards.*

*(b) Designate sufficient space for business so that predictable commercial growth can be accommodated and so that an adequate choice of sites exists.*

[...]

- (e) *Improve the general appearance, safety and convenience of commercial areas by encouraging greater attention to the design of buildings, parking, vehicle and pedestrian circulation, and landscaping through a site design review procedure.*
- (f) *Preserve areas for business use by limiting incompatible uses within them.*

[...]

- (h) *Encourage in-filling of vacant lands within commercial areas.*

#### **19.12.080 Suburban residential category goals and policies.**

- (1) *Goals. To establish conditions which will maintain attractive, convenient residential living typical of moderate density semi-suburban areas.*
- (2) *Policies. It is the policy of the city of St. Helens to:*
  - (a) *Allow for the convenient location of grocery stores by the conditional use process.*
  - (b) *Permit a degree of flexibility in residential site design and a mixture of housing, including multi-dwelling units, through the planned development procedures.*
  - (c) *Promote the development of homesites at a density and standard consistent with: the level of services that can reasonably be provided and the characteristics of the natural environment.*
  - (d) *Review diligently all subdivision plats in the suburban residential category to ensure the establishment of a safe and efficient road system.*
  - (e) *Designate suburban residential lands as R-7, Moderate Residential, or R-10, Suburban Residential, on the city zoning map.*

This proposal could be viewed as creating a larger commercial focal point in this area, which aligns with an economic policy from the Comprehensive Plan. Also, given that this property is a corner lot and is close in proximity to Highway 30, it has good automobile access which aligns with the General Commercial Comprehensive Plan policies. Matzen Street is classified as a collector street per the City's Transportation Systems Plan (2011).

Other relevant adopted addendums to the Comprehensive Plan include the 2019 Housing Needs Analysis (HNA) (Ord. No. 3244) and the 2008 Economic Opportunities Analysis (EOA) (Ord. No. 3101). The HNA concluded that there is a 293-acre surplus of low density residential lands to accommodate a 20-year projected housing demand within the urban growth boundary. R7 zoned properties are considered low density per the HNA. The EOA concluded that St. Helens has a shortage of commercial lands. This zone change would change property for which there is a surplus (R7) to a designation for which there is a shortage (GC).

**Finding:** This criterion does not conflict with the comprehensive plan goals and policies nor other addendums to the Comprehensive Plan.

**(a)(ii) Discussion:** This criterion requires analysis of the applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197, until acknowledgment of the Comprehensive Plan.

**Finding:** The City has an approved Comprehensive Plan.



**(iii) Discussion:** This criterion requires that the proposal not conflict with the applicable provisions of the implementing ordinances. The following list the relevant implementing ordinances:

**SHMC Chapter 17.08.060 Transportation planning rule compliance**

- 1) A proposed comprehensive plan amendment, zone change, or land use regulation change, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with OAR 660-012-0060 (the “Transportation Planning Rule” or “TPR”). “Significant” means the proposal would:
  - a) Change the functional classification of an existing or planned transportation facility
  - b) Change standards implementing a functional classification system
  - c) As measured at the end of the planning period identified in the adopted transportation system plan:
    - i) Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility
    - ii) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP
    - iii) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or comprehensive plan

The applicant submitted a trip generation analysis for the proposal, which is attached to this staff report. The trip generation analysis found that if the subject property were developed with retail development, the requested zone change from R7 to GC would generate additional trips than the R7 zone would. However, the analysis concluded there would not have a significant effect on transportation facilities as a result of this zone change. Matzen Street is classified as a collector street, and this zone change is not expected to reduce or worsen performance below an acceptable performance standard. The change will also not change the functional classification of the street.

**Finding:** This proposal is not likely to significantly affect an existing or planned transportation facility.

**Finding:** There are no other applicable standards of any provision of this code or other applicable implementing ordinance to be reviewed for the purpose of this proposal not already addressed herein.

**(a)(iv) Discussion:** This criterion requires that the proposed change is not a spot zone. The definition of “spot zoning” per Chapter 17.16 SHMC:

*Rezoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding uses and not for the purpose or effect of furthering the comprehensive plan.*

The proposal is to amend the Zoning Map from Moderate Residential (R7) to General Commercial (GC) and the Comprehensive Plan Map from Suburban Residential (SR) to General Commercial (GC). The property borders GC to the north and Highway Commercial (HC) to the east. Given that this property abuts commercial uses two out of four sides with Matzen Street separated the west side, staff does not feel this is a use that is incompatible with the surrounding uses.

**Finding:** This proposal is not contrary to Comprehensive Plan goals and policies. This proposal is not found to be a “spot zoning.”

**(b) Discussion:** Any applicable evidence of change in the neighborhood or community or a mistake of inconsistency in the comprehensive plan or zoning map as it relates to the property which is the subject of the development application.

**Finding:** There is no evidence that a mistake of inconsistency has been made in the comprehensive plan or zoning map for this property.

#### CONCLUSION & DECISION

**Based upon the facts and findings herein, the City Council approves the proposal.**

---

Rick Scholl, Mayor

---

Date

**City of St. Helens**  
**RESOLUTION NO. 1873**

**A RESOLUTION AUTHORIZING A TRANSFER OF  
APPROPRIATIONS WITHIN A FUND FOR FISCAL YEAR 2019-2020**

**WHEREAS**, in accordance with ORS 294.456 and 294.463, City of St. Helens, Oregon, may transfer appropriations within funds for Fiscal Year 2019-2020 that were authorized by the St. Helens City Council pursuant to Resolution No. 1851; and

**WHEREAS**, ORS 294.463 allows an appropriation transfer within a fund to be approved by resolution if the proposed changes do not change the total appropriations with the fund and if the transfer from contingency, if applicable, is less than 15% of the total appropriations in the fund.

**NOW, THEREFORE, THE CITY OF ST. HELENS RESOLVES** that the Finance Director is hereby authorized and directed to execute the following changes located in Exhibit A of this Resolution to appropriated budget amounts on behalf of the St. Helens City Council.

**Approved and adopted** by the City Council on February 5, 2020, by the following vote:

Ayes:

Nays:

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

ATTEST:

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

	ORIGINAL	NEW	CHANGE
<b>100 - GENERAL FUND</b>			
Beginning Fund Balance	2,500,000	2,050,785	(449,215)
Contingency	1,000,000	550,785	(449,215)
<b>201 - TOURISM FUND</b>			
Beginning Fund Balance	0	3,078	3,078
Contingency	0	3,078	3,078
<b>202 - COMMUNITY DEVELOPMENT</b>			
Beginning Fund Balance	1,000,000	776,307	(223,693)
Contingency	777,000	553,307	(223,693)
<b>203 - COMMUNITY ENHANCEMENT</b>			
Beginning Fund Balance	41,000	38,159	(2,841)
Police CCT - Contract Personnel	50,000	47,159	(2,841)
<b>205 - STREET</b>			
Beginning Fund Balance	1,000,000	736,793	(263,207)
Contingency	534,600	271,393	(263,207)
<b>206 - STREET SDC</b>			
Beginning Fund Balance	1,240,000	1,254,998	14,998
Professional Services	290,000	304,998	14,998
<b>601 - WATER</b>			
Beginning Fund Balance	3,450,000	3,761,178	311,178
Contingency	1,883,200	2,194,378	311,178
<b>602 - WATER SDC</b>			
Beginning Fund Balance	690,000	708,137	18,137
Professional Services	305,000	323,137	18,137
<b>603 - SEWER</b>			
Beginning Fund Balance	2,000,000	2,502,928	502,928
Contingency	1,261,050	1,763,978	502,928
<b>604 - SEWER SDC</b>			
Beginning Fund Balance	1,266,000	1,305,677	39,677
Professional Services	505,000	544,677	39,677
<b>605 - STORM</b>			
Beginning Fund Balance	2,200,000	2,318,825	118,825
Contingency	767,100	885,925	118,825
<b>606 - STORM SDC</b>			
Beginning Fund Balance	248,000	251,611	3,611
Professional Services	155,000	158,611	3,611
<b>607 - PARKS SDC</b>			
Beginning Fund Balance	227,000	218,172	(8,828)
Professional Services	105,000	96,172	(8,828)
<b>701 - EQUIPMENT</b>			
Beginning Fund Balance	670,000	450,080	(219,920)
Professional Services	514,500	294,580	(219,920)
<b>702 - IT</b>			
Beginning Fund Balance	140,000	138,078	(1,922)
Professional Services	30,000	28,078	(1,922)
<b>703 - PW OPERATIONS</b>			
Beginning Fund Balance	720,000	759,624	39,624
Professional Services	7,500	47,124	39,624
<b>704 - FACILITY MAINTENANCE</b>			
Beginning Fund Balance	630,000	434,351	(195,649)
Professional Services	345,000	149,351	(195,649)

City of St. Helens  
**RESOLUTION NO. 1874**

A RESOLUTION ADOPTING A UNIVERSAL FEE SCHEDULE, AND  
SUPERSEDING RESOLUTION NO. 1866

**WHEREAS**, the City Council would like to have the Recreation Center available for community members to use; and

**WHEREAS**, the City Council recognizes a cost to having this facility used by community members and presents the attached fee schedule.

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

**Section 1.** Exhibit A, Fee Schedule, is hereby adopted as amended.

**Section 2.** Exhibit A, Fee Schedule, is effective February 5, 2020.

**Section 3.** This Resolution supersedes Resolution No. 1866.

**Approved and adopted** by the City Council on February 5, 2020, by the following vote:

Ayes:

Nays:

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

ATTEST:

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



**St. Helens Universal Fee Schedule**

**POLICE DEPARTMENT**

Vehicle Impound Fee	\$ 100.00	Per vehicle
Bicycle Impound Fee	\$ 1.00	Per bicycle
Parking Citation	\$ 25.00	per ticket
Handicap Zone Violation	\$ 250.00	per ticket
False Alarm Response Fee, if exceeds 2 within a 12-month period	\$ 50.00	
False Alarm Response Fee, if exceeds 4 within a 12-month period	\$ 125.00	



## St. Helens Universal Fee Schedule

### MISCELLANEOUS FEES

Appeals Fee - General	\$ 175.00	Per appeal
Non-Sufficient Check Charge	\$ 25.00	Per check
Permit - Parade	\$ 50.00	Per event
Permit - Public Assembly	\$ 50.00	Per event
Permit - To Amplify Sound	\$ 50.00	Per event
Permit - Engage in Commercial Activity	\$ 50.00	Per event
Permit - To Use City Property During Hours of Closure	\$ 50.00	Per event
Permit - To Use Electrical Connections Owned by City	\$ 25.00	Per day
Permit - To Use Special Use Area	\$ 50.00	Per event
Permit - To Use Sidewalk Area for Furniture	\$ 50.00	Per 50 feet of street frontage used, rounded up.
<b>Photocopies &amp; Printouts</b>		
8.5" x 11"	\$ 0.50	
8.5" x 14"	\$ 0.75	
11" x 17"	\$ 1.00	
Up to 36" x 36"	\$ 6.00	
Color Copies: 8.5" x 11"	\$ 1.00	
Color Copies: 8.5" x 14"	\$ 1.25	
Reproduction of Audio/Video from City Meetings	\$ 20.00	Per Cassette/CD/DVD
Police Reports	\$ 20.00	Per case (Up to 30 pages)
Reproduction of Digital Photos/Audio/Video from Police Department	\$ 20.00	Per Cassette/CD/DVD
Public Records Request	\$ 20.00	Deposit. If staff time is less than 15 min, deposit is refunded. If staff time is more than 15, labor is charged to the 1/4 hour
Lien Search	\$ 26.00	Per Lien Search
Declaration of Candidacy Fee	\$ 50.00	
Advertising Bench - Annual Inspection Fee	\$ 5.00	Per bench
Reinspection Fee by CRFR for noncompliance with code provisions	\$ 50.00	Per reinspection
CD/DVD request for information & video	\$ 20.00	
Special Abatement of Illegal Notices or Advertisements	\$ 10.00	Per notice or advertisement



## St. Helens Universal Fee Schedule

### LIBRARY FEES

Fines for overdue adult books, magazines, audio recordings and CDs	\$ 0.15	Per item per day. Max fine \$10 per item
Fines for overdue DVDs and other video recordings	\$ 0.50	Per item per day. Max fine \$10 per item
Fines for overdue Cultural Pass	\$ 1.50	Per pass per day. Max fine of \$10 per pass.
Nonresident Borrower Card Fee	\$ 35.00	Per year
	\$ 10.00	Per three (3) months
Interlibrary Loan	\$ 3.00	Per item
<b>Fees for Lost or Destroyed Materials</b>		
Books, magazines, recordings, DVDs, CDs, or any other material		-> Original list price
Cultural Pass	\$ 30.00	
Replacing a borrower's lost card	\$ 2.00	
Missing bar code label	\$ 2.00	
Covers damaged or missing - DVD, CD or any other digital or electronic material/media	\$ 7.00	
<b>Meeting Room Fees</b>		
Auditorium	\$25.00	Per hour
	\$75.00	Per half day (up to 4 hours)
	\$150.00	All day (Open hours)
Armstrong	\$20.00	Per hour
	\$50.00	Per half day (up to 4 hours)
	\$95.00	All day (Open hours)
Both Rooms	\$40.00	Per hour
	\$110.00	Per half day (up to 4 hours)
	\$210.00	All day (Open hours)
Use of one or both meeting rooms outside normal Library hours	\$ 45.00	Per hour





## St. Helens Universal Fee Schedule

### COURT FEES

Civil Compromise Costs	\$ 300.00
Collection Fee per ORS 137.118 (3) (Maximum \$250)	25%
Community Service Fee	\$ 2.00 Per hour
Default Judgment	\$ 20.00
Discovery	\$ 20.00 Per case number (up to 30 pages)
Driver's License Reinstatement/Offense (City Portion)	\$ 20.00
Driving Record - Traffic Offenses Only (non-certified)	\$ 1.00
Failure to Appear for Bench Trial	\$ 150.00
Failure to Appear for Jury Trial	\$ 300.00
Installment Fee - for 6 month plan	\$ 25.00
Installment Fee - for 12 month plan	\$ 50.00
Warrant Issued	\$ 100.00
Withholding on County Assessment	10% at monthly distribution
Expungements	\$ 252.00
Probation Violation	\$ 50.00
Court Appointed Attorney Rates - Misdemeanor	\$ 200.00 per misdemeanor with maximum of \$400 unless approved by court
Court Appointed Attorney Rates - Probation Violation	\$ 125.00 per case with maximum of \$250 unless approved by court
Court Appointed Attorney Rates - Bench Trial	\$ 400.00
Court Appointed Attorney Rates - Jury Trial	\$ 600.00



## St. Helens Universal Fee Schedule

### BUSINESS LICENSE FEES

Resident Business	\$ 65.00	Cap of \$1,000
Per Employee	\$ 5.00	If business location is inside City limits
Non-Resident Business	\$ 120.00	
Residential Rentals	\$ 15.00	Per unit
Commercial Rentals	\$ 45.00	Per unit
7-Day License (non-residents only)	\$ 40.00	
Taxicab Company Permit - Initial Fee	\$ 65.00	
Taxicab Driver Permit - Initial Fee	\$ 65.00	
Taxicab Driver Permit - Renewal Fee	\$ 65.00	
Taxicab Driver Permit - Replacement Fee	\$ 10.00	Per event
Late Renewal Fee	\$ 40.00	Per month (Cap of \$120)
Transfer of License / Change of Business Ownership / Location Change	\$ 25.00	
Non-Refundable Appeals Fee	\$ 150.00	
OLCC Original Application Processing Fee	\$ 100.00	
OLCC Change in Ownership, Location, or Privilege Processing Fee	\$ 75.00	
OLCC Renewal or Temporary Applciaiton Processing Fee	\$ 35.00	
Sidewalk Vendor Application Fee	\$ 65.00	
Sidewalk Vendor Permit Fee	\$ 65.00	
Sidewalk Vendor Appeal Fee	\$ 150.00	
Marijuana Business Licenses:		<i>According to OAR 845-025-2040</i>
Producers:		<i>Indoor / Outdoor Production Size Limitations</i>
Micro Tier I	\$ 250.00	Up to 625 sf / Up to 2,500 sf
Micro Tier II	\$ 500.00	626 to 1,250 sf / 2,501 to 5,000 sf
Tier I	\$ 1,000.00	1,251 to 5,000 sf / 5,001 to 20,000 sf
Tier II	\$ 1,500.00	5,001 to 10,000 sf / 20,001 to 40,000 sf
Medical Canopy	\$ 65.00	
Processors	\$ 1,000.00	
Wholesalers	\$ 1,000.00	
Retailers	\$ 1,000.00	



## St. Helens Universal Fee Schedule

### SOCIAL GAMES FEES

Non-refundable Application Fee	\$ 50.00	per 12 month lease
License Fee for 1-10 Tables	\$ 50.00	per 12 month lease
License Fee for each additional table over 10	\$ 10.00	per table per 12 month lease



## St. Helens Universal Fee Schedule

### ENGINEERING FEES

Design Review Fee		1% Based on Engineer's Estimate
Permit for Construction of Public Improvements & Project Inspection		2% Based on Revised Engineer's Estimate
Right-Of-Way Permit	\$ 50.00	
Pavement Disturbance Fee	\$ 50.00	Fee waived for projects < \$1,000 or if part of Construction Permit
Erosion Control Permit & Inspection		> Included with Construction Permit
Other Special Services	\$ 30.00	Per hour labor, if in excess of 15 minutes



## St. Helens Universal Fee Schedule

### UTILITY BILLING FEES

Water Service Shut off/on: Mon-Fri 830 AM - 430 PM	\$ -	No Charge
Water Service Shut off/on: During off business hours	\$ 150.00	Per request
Failed Payment Arrangement	\$ 50.00	
Late Fee	\$ 25.00	Fee waived if bill is < \$25
Reconnection Fee (if Shutoff due to non-payment)	\$ 75.00	Fee applied on Shut-off Day
Temporary Service for New Construction	\$ 25.00	
Tampering with Meter Fees		
Tampering: Turning water on/off without City Personnel	\$ 50.00	Up to and possibly including cost of meter replacement & Labor
Tampering: Turning water on while on the current shut-off list	\$ 100.00	Up to and possibly including cost of meter replacement & Labor
Tampering: Breaking installed Lock to turn on meter	\$ 200.00	Up to and possibly including cost of meter replacement & Labor & Ticket from Police
Utility Billing Insert - B&W, 1-Sided, 8.5x11	\$ 500.00	Available to Non-Profits Only
Utility Billing Insert - B&W, 2-Sided, 8.5x11	\$ 650.00	Available to Non-Profits Only
Utility Billing Insert - Color, 1-Sided, 8.5x11	\$ 1,100.00	Available to Non-Profits Only
Utility Billing Insert - Color, 2-Sided, 8.5x11	\$ 1,550.00	Available to Non-Profits Only



## St. Helens Universal Fee Schedule

### PUBLIC WORKS - WWTP

Pretreatment Program Administrative Fee (Choose Option)		
Annual	\$ 1,500.00	New Fee
Monthly	\$ 125.00	New Fee
Annual DEQ Fees Assessed to the City	\$ -	Actual cost of DEQ
New Industrial Discharge Permit Issuance	\$ 500.00	New Fee
Renewal Industrial Discharge Permit Issuance	\$ 300.00	New Fee
Demand Inspection Fee	\$ 100.00	New Fee
Demand Sampling and Monitoring Fee	\$ -	Actual cost of service
Enforcement Activities	\$ -	Actual cost of service



## St. Helens Universal Fee Schedule

### PUBLIC WORKS

3/4" Water Meter Installation (with existing water service)	\$ 225.00	Currently \$100
3/4" Water Service Installation (includes water meter)	\$ 1,500.00	Currently \$725
1" and Larger Water Meter and/or Water Service Installation	\$ -	Time & Materials
New Sanitary Sewer Tap (4" service)	\$ 150.00	Currently \$135
New Storm Drain Tap (4" service)	\$ 150.00	Currently \$135
New Sanitary Sewer or Storm Drain Tap, greater than 4"	\$ -	Time & Materials



## St. Helens Universal Fee Schedule

### PARKS AND RECREATION FEES

Park Areas for Reservation		
McCormick Park		
Area 1 - Veterans Pavillion	\$	25.00 Per Session
Areas 2-4	\$	15.00 Per Session
Campbell Park		
Areas 1-2	\$	15.00 Per Session
Godfrey Park		
Area 1	\$	15.00 Per Session
Columbia View Park		
Area 1 - Gazebo Amphitheater	\$	25.00 Per Session
Field Areas for Reservation		
McCormick Park		
Softball Fields 1-2	\$	10.00 Per Session
Tball Fields 1-2	\$	5.00 Per Session
Soccer Field (Combines both Tball Fields)	\$	10.00 Per Session
6th Street Park		
Baseball Fields 1-2	\$	5.00 Per Session
Campbell Park		
Softball Fields 1-2	\$	10.00 Per Session
Recreation Center		
Softball Fields 1-3	\$	5.00 Per Session
Recreation Center		
Recreation Center Rental	\$	30.00 Per Hour
Security Deposit (refundable)	\$	50.00 Refundable security deposit
Rental Addition - Project/Screen	\$	10.00 Flat one-time fee
Rental Addition - Microphone/Sound	\$	10.00 Flat one-time fee
Late Fees		
General Park Use (7 business days)	\$	10.00
Public Assembly (45 business days)	\$	25.00
Parade & Walks (45 business days)	\$	50.00
Tournament Fee	\$	10.00 Per Team
Use of Field Lights	\$	25.00 Per Session



**EXTENSION OF ASSUMPTION OF MODIFICATION OF INSTALLMENT PAYMENT  
PLAN FOR LOCAL IMPROVEMENT DISTRICT ASSESSMENTS**

This Extension of an Assumption of Modification of Installment Payment Plan for Local Improvement District Assessments (hereinafter, the "Extension Agreement") is entered into this 22<sup>nd</sup> day of January, 2020 (the "Effective Date") by and between the City of St. Helens, Oregon (the "City") and Mark Comfort (the "Property Owner"), collectively referred to as the "Parties".

WHEREAS, on or about October 17, 2007, the City Council of St. Helens passed Resolution 1457 for the Kavanagh Street Local Improvement District;

WHEREAS, on or about June 4, 2008, the City Council of St. Helens passed Resolution 1476 for the Kavanagh Street Local Improvement District;

WHEREAS, on November 18, 2009, the City Council of St. Helens enacted Ordinance No. 3120 determining the costs for the Kavanagh Street Local Improvement District;

WHEREAS, on or about December 8, 2009, Hyun and Shin Ja Pack (the "Prior Property Owners") made two (2) Applications for Installment Payment Plans (the "Applications") whereby the Prior Property Owners agreed to make twenty (20) semi-annual installment payments on their portion of the costs relating to the Kavanagh Street Area Local Improvement District plus interest at the rate of 5% per year for the two (2) parcels referenced below:

Assessor Tax Parcel Number: 4N1W8CA2900

Assessor Tax Parcel Number: 4N1W8BD1800

WHEREAS, on or about October 13, 2011, the City filed two (2) Claims of Lien ("Lien"), recorded at 2011-007578 and 2011-007579, Columbia County, State of Oregon, based upon the Applications submitted by the Prior Property Owners;

WHEREAS, on or about January 15, 2013, the City agreed to allow the Prior Property Owners to defer all payments on their portions of the costs and accrued interest for the two tax parcels referenced above, with the understanding the Prior Property Owners would pay off the entire balance of principal and interest, at any time, on or before December 18, 2019 (the "Modification Agreement");

WHEREAS, on or about November 27, 2017, in anticipation of pending future conveyance of the two tax parcels, the City and the Property Owner entered into an agreement whereby the Property Owner assumed the terms and conditions of the Modification Agreement (the "Assumption Agreement");

WHEREAS, on or about November 30, 2017, the Prior Property Owners conveyed their interest in the two tax parcels to the Property Owner;

WHEREAS, the City and the Property Owner desire to extend the terms and conditions of the Assumption Agreement for an additional six (6) months to allow the Property Owner to pay the remaining balance due, including interest and processing fee.

**NOW, THEREFORE**, for valuable consideration, the Parties hereby agree and acknowledge the mutual covenants and agreements as set forth below:

1. The Assumption Agreement shall be extended for a period of six (6) months, which shall be from the Effective Date until July 15, 2020.
2. The Property Owner may pay off the entire balance of principal and interest, which remains at five percent (5%) per annum, at any time on or before July 15, 2020, without any pre-payment penalty.
3. The Property Owner shall pay the one-time processing fee of \$150.00, per parcel, to the City, which will be added to the principal owed on each of the parcels and due on July 15, 2020.
4. The entire amount of principal and interest shall due and payable in full upon the transfer of any ownership of the parcels.
5. This Extension Agreement may be executed separately by the Parties hereto, and each executed copy shall be deemed as an original. All originals shall constitute the same document.
6. This Extension Agreement has been fully executed by the authorized representative of the Parties hereto.

*[Signatures on following page]*

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Extension Agreement to be signed as of the date(s) below.

PROPERTY OWNER  
*Mark Comfort*  
By: Mark Comfort  
Date: 1.22.2020

STATE OF OREGON            )  
  ) SS.  
County of Columbia        )

This instrument was acknowledged before me on this 22nd day of January, 2020 by Mark Comfort.



*Kathryn J. Payne*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 8/9/21

CITY OF ST. HELENS

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF OREGON            )  
  ) SS.  
County of Columbia        )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_.

NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

**CONTRACT PAYMENTS**

City Council Meeting  
February 5, 2020

---

<b>David Evans and Associations Inc.</b>		
Project: N. Vernonia Road Sidewalks (Inv#459199)	\$	<b>1,440.95</b>
<b>Kittelson &amp; Associates</b>		
Project: 1 <sup>st</sup> St. & St. Helens St. Intersection Imps. (Inv#106783)	\$	<b>1,679.04</b>

HP



DAVID EVANS AND ASSOCIATES INC.

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

Invoice Number 459199
Invoice Date January 20, 2020
PO Number
Page 1 of 1

Work Beginning 09/29/2019 through 12/28/2019
Project STHN0000-0001: N. Vernonia Rd. Sidewalks
Contract End Date: 12/31/2020

Manager: Paul Tappana

Table with 5 columns: Description, Name, Current Hours, Rate, Current Amount. Rows include Office/Clerical, Project Coordinator III, Project Manager, Project Engineer, and Subtotal.

Invoice Total \$1,440.95

Invoiced by: Alisha Reynaldo

APPROVED FOR PAYMENT 205-000-053019
INIT DATE
ACCOUNTS PAYABLE 1/29/20
FINANCE
SUPERVISOR 1-28-20

Table titled 'Aged Receivables as of 1/16/2020' with columns: 0 To 30 Days, 31 To 60 Days, 61 To 90 Days, Over 90 Days, Total Outstanding.



DAVID EVANS  
AND ASSOCIATES INC.

January 20, 2020

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

**SUBJECT: N. Vernonia Rd. Sidewalks, R-687  
Invoice and Progress Report No. 6**

Dear Ms. Nelson:

Enclosed is the Invoice and Progress Report No. 6 for Preliminary Engineering (PE) Services for the N. Vernonia Rd. Sidewalks (R-687) Project. This information covers the period of September 29, 2019 through December 28, 2019.

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

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

9/29/2019 - 12/28/2019

Phase	WBS Description	Contract			Remaining			
		Amount	Billed This Period	Previously Billed	Billed To Date	Contract	% Billed	% Completed
00101	Project Management	9,175.00	616.35	4,821.26	5,437.61	3,737.39	59%	40%
00204	Topographic Data	298.00	-	-	-	298.00	-	100%
00301	Wetland Memo	1,879.00	-	2,333.38	2,333.38	(454.38)	124%	100%
00401	Public Meeting	2,283.00	-	-	-	2,283.00	-	-
00402	Residents Meeting	2,254.00	-	-	-	2,254.00	-	-
00501	Utility Relocations	4,929.00	-	404.09	404.09	4,524.91	8%	10%
00601	Concept (30%) Sidewalk Design	25,292.00	824.60	25,372.27	26,196.87	(904.87)	104%	80%
00602	Concept (30%) Cost Estimate	4,968.00	-	2,513.32	2,513.32	2,454.68	51%	80%
00701	Final (100%) Sidewalk Design	26,449.00	-	-	-	26,449.00	-	-
00702	Final (100%) Cost Estimate	3,519.00	-	-	-	3,519.00	-	-
00703	Final (100%) Specifications	5,590.00	-	-	-	5,590.00	-	-
00801	Bid Support	1,222.00	-	-	-	1,222.00	-	-
EXP	Expenses	619.00	-	340.46	340.46	278.54	55%	30%
SUBKLS	Sub: KLS Surveying	11,410.00	-	11,410.00	11,410.00	-	100%	100%
		<b>99,887.00</b>	<b>1,440.95</b>	<b>47,194.78</b>	<b>48,635.73</b>	<b>51,251.27</b>	<b>49%</b>	<b>42%</b>

  
**N. Vernonia Rd. Sidewalks: R-687****Progress Report No. 6****For the period:****September 29, 2019 through December 28, 2019****January 20, 2020****Submitted via email to:**

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

**Prepared by:**

David Evans and Associates, Inc.  
530 Center Street NE, Suite 605  
Salem, Oregon 97301



**PROGRESS REPORT NO. 6**  
For the period September 29, 2019 through December 28, 2019

**N. Vernonia R. Sidewalks: R-687**

---

**Contract NTP: February 22, 2019**

**Contract End: December 31, 2020**

**Contract Values:**

Current Contract NTE: \$99,887.00

Previously Billed: \$47,194.78

Current Billing: \$1,440.95

Remaining \$51,251.27

**Work Performed in Reporting Period:**

1. Project management / coordination
2. Invoicing
3. Began work to realign sidewalk to meander through corridor

**Anticipated Upcoming Work**

1. Continue design of sidewalks



ACCOUNTS RECEIVABLE  
PO BOX 40847  
PORTLAND, OR 97240

December 17, 2019

Project No: 235440.000  
Invoice No: 0106783

City of St. Helens  
Attn: City Administrator  
PO Box 278  
St. Helens, OR 97051

1st & St. Helens  
Project #R-685

Professional Services through November 30, 2019

Task 002 Concept and Final Design

Professional Personnel

	Hours	Rate	Amount
Principal Engineer/Planner Roos, Tony	3.00	66.19	198.57
Engineer/Planner Cox, Caleb	8.25	33.14	273.41
<b>Totals</b>	<b>11.25</b>		<b>471.98</b>
<b>Total Labor</b>			<b>471.98</b>

Additional Fees

Overhead	209.29 % of 471.98	987.81
Profit	12.00 % of 1,459.79	175.17
<b>Total Additional Fees</b>		<b>1,162.98</b>

Reimbursable Expenses

Mileage	44.08
<b>Total Reimbursables</b>	<b>44.08</b>

Billing Limits

	Current	Prior	To-Date
Total Billings	1,679.04	0.00	1,679.04
Limit			60,328.00
Remaining			58,648.96

Total this Task \$1,679.04

Total this Invoice \$1,679.04

APPROVED FOR PAYMENT

INIT	DATE
<i>[Signature]</i>	1/29/20
ACCOUNTS PAYABLE	1-28-20
FINANCE	
SUPERVISOR	

205-000-053003

# Detailed Expense Report

Monday, December 30, 2019  
12:46:48 PM

Kittelson & Associates, Inc.

Employee: AMR Roos, Tony M

Signed

Approved

# Posted

Profit Center: 1PLAD

Expense Report: October Expenses (10/01/2019)

Report Date: 10/2/2019

Date	Category	Description	Project	Task	Subtask	Bill	Company Paid	Credit Card	Account	Currency Code	Amount	Payment Amount
10/2/2019	Mileage	Prjct-Council Presentation	235440.000	001		<input checked="" type="checkbox"/>	<input type="checkbox"/>		522.01	USD	44.08	44.08

1st & St. Helens

Business Reason: Council Presentation

Travel: 76.00 mi @ 0.580

**City of St. Helens**  
**Parks & Trails Commission**  
**December 9, 2019**

---

**Members Present:** Howard Blumenthal  
Carmin Dunn  
Jerry Belcher  
John Brewington  
Elisa Mann  
Jacob Woodruff  
Lynne Pettit

**Members Absent:** Paul Barlow

**Staff Present:** Thad Houk  
Sue Nelson  
Sheri Ingram  
Doug Morten

**Others:**

1) **Call Meeting to Order - 4:00 p.m.**

2) **Approval of Minutes**

2.A Approve Minutes of October 14, 2019

**Motion:** Upon Carmin Dunn's motion and Howard Blumenthal's second, the Commission approved the Minutes of October 14, 2019. [Ayes: Howard Blumenthal, Carmin Dunn, Jerry Belcher, John Brewington, Elisa Mann, Jacob Woodruff, Lynne Pettit; Nays: None]

3) **Topics from the Floor: From attendees not otherwise on the agenda**

4) **Councilor's Report**

Morten passed out a communication to the residents of St. Helens Marina that Brad Hendrickson had copied to the Council. Part of it is an update of Sand Island which Dunn read aloud. Blumenthal said it states the moorage residents pay \$20 per night on the island so does everyone else pay \$30? He thought he had heard St. Helens residents get a break. Morten was not sure if they got a break on camping but the shuttle is free. Houk said he was told there is a \$10 break for County residents but that was last year. Belcher asked if we get a cut of the fees and Nelson said she thought we get a percentage of the net profits. He asked of the City gets a cut of the transportation fee too and Nelson they can't charge a fee to transport or they have to get a Coast Guard license and other things. Morten said there are future plans for traffic and transportation.

Morten said Belcher had told him of a new applicant for the vacant position but Belcher said there are family issues so he has not turned it in yet.

## 5) **New Business**

### 5.A **Purchase a banner for Parks & Trails**

Pettit had a table for Parks & Trails at Trunk or Treat and she was just about the only one without a banner so she was having to tell people who she was. She then went to Digital Graffiti and they have banners that are \$35-\$40 and she thought it would be nice to have for events they are participating in. She would like to offer to donate the money and Woodruff said he would talk to Digital Graffiti. Belcher would like to have a subcommittee come up with a design and Pettit, Dunn and Woodruff said they will do it. Belcher and Dunn don't mind throwing in money for it also if needed.

### 5.B **Playground Equipment**

Houk gave a handout of playground equipment. He posted some prices on there so they could see them. He said the Campbell and McCormick equipment was put in over 20 years ago and they are past their life expectancy. Nelson said replacing the equipment at McCormick is in the Master Plan. Houk said it will probably be at least \$20,000 extra for fall protection and installation. He talked to parents and kids and they all like anything climbing. Buffalo Creek and Bermuda are his favorites. He wants input on what they like the best. Blumenthal asked what they are made of and Houk said mostly heavy duty plastic with steel posts. They are rated to last 10-15 years but ours last a lot longer because they don't get heavy usage. Nelson said we had estimated \$100,000 for the one at McCormick.

Houk said they didn't need to vote on one but he just wanted their input. Woodruff, Brewington and Pettit like the Bermuda. Mann and Belcher like the Buffalo Creek. Nelson said it would be nice to get a couple of suggestions so they can figure costs and availability. Blumenthal said he wanted whichever one had more metal in it than plastic. Dunn said Foxcliff has more metal parts and slide part seems good for younger kid. Belcher said Buffalo Creek has a lot of similarities but looks larger.

### 5.C **Wayfinding Signage**

Blumenthal said signs look great but they abbreviated some things and he feels they renamed things because it's now Nob Hill Park – Nature was left out and Columbia Gardens – Botanical was left out. Nelson said she can't comment on the kiosk but there was discussion with the designer and putting everything on there with every amenity at every park would have been unreasonable. Replacing the blades on the wayfinding signs would be problematic because they would have to squeeze it together and would have made it more unreadable. It's not rebranding the park, it's just abbreviating and it's done all of the time and it's not changing the name or use of the park. Pettit feels a nature park would be different than a park. Nelson said we can have the new blades done but they will be a smaller font and scrunched up and less legible and a new blade would be \$800-1000 each. Blumenthal said he wished they would have showed them the names before they changed them and Nelson said those abbreviations and designations have been in the wayfinding plan since its conception. It was done so it is consistent over the years and all of this has been posted on the website during the process for over two years. Morten said they can make a recommendation to Council that the name not be changed on any literature going out. Blumenthal thinks the dog parks should have been listed on the kiosk down here. Belcher says he feels it should be listed as Nature. Dunn said when people get there, they will see the big sign saying it's a nature park and she doesn't think it's a big deal and needs to have money spent on changing it and Woodruff agreed. Mann said when she travels and sees a park, she will Google it to see what kind of amenities so she can find out if she can take her dog there. Belcher said the sign directs them to 4th Street where there is the

kiosk and park sign. He and his wife also look up parks to see how long trails are and if dogs can be there. Dunn said people will drive down there and see the sign saying it's a nature park and they will have either learned about a new park or they will turn around and leave because it's not what they expected and there is another park within a mile. She thinks they did a good job considering how many things they had to abbreviate. Belcher said Blumenthal should bring it up at the next meeting so they can vote on it.

## 6) Old Business

### 6.A Parks Commission Appointment

Ingram said the Council officially appointed Blumenthal to another term.

### 6.B Update on Identifying Parks Volunteers

Nelson said they had talked about having vests printed but anything that's done becomes a tracking issue because people will take their vests home so there is not an easy solution. Woodruff suggested a volunteer sticker they put on their shirt and throw away at the end of the day. Belcher said when Birkle brought it up, he was harassed by someone and it was very unfortunate that happened. Blumenthal said if you are in a big group, people understand what is going on but if you are just going out by yourself on a weekend to do some work, it becomes an issue. They could have something that clips on that says Park Volunteer. Nelson said there isn't a perfect solution because someone may just have a free afternoon and decide to do some work. Houk said the main problem was that Birkle didn't let him know he was going to be volunteering and the other guy did so he was concerned about someone else being out there without permission. Nelson said they are supposed to fill out a Volunteer form every year so it was suggested they could carry a copy of that. Morten thought they could have a card to carry in their wallets instead of carrying the form.

**Motion:** Upon Howard Blumenthal's motion and Carmin Dunn's second, the Commission recommended that the City make some type of ID card that would fit in a wallet for Park Volunteers that is good for a calendar year. [Ayes: Howard Blumenthal, Carmin Dunn, Jerry Belcher, John Brewington, Elisa Mann, Jacob Woodruff, Lynne Pettit; Nays: None]

### 6.C Master Plan List

Ingram said Morten suggested starting a list of Master Plan items. Belcher brought up lower part of Grey Cliffs trail and Houk said they are starting on building some stairs. Nelson said they will be part concrete and maybe railroad ties on part of it. It may not be steps all the way to the top but will be improved as much as possible and it will be worked on gradually. Belcher would like to see it in the Master Plan even though it's already being done. Belcher said eventually we will have the Urban Trail. Someone made a comment that he was not for the trail going up 5<sup>th</sup> Street and he is not against that at all but he doesn't see it happening for a few years.

He asked if anyone else had suggestions for the Master Plan and Dunn said they have talked about a dog area at Godfrey a lot. Belcher thinks they still need a fence on Grey Cliffs Dog Park. Dunn asked if there were any updates on Godfrey improvements and Houk said they just got a survey done. Belcher said if there is an official overlook at Dalton Lake, there should be a fence there and Pettit said that was in her presentation. Morten said her proposal should be in the Master Plan. Brewington asked if they could find out what is in the Master Plan and Ingram said Dimsho gave them all a copy last time they were updated. Nelson said it is on the website and we can get copies for everyone at the next meeting.

## 7) Discussion Items

Pettit handed out a progress report on Dalton Lake and went over it. They have a Facebook page. They have walking tours scheduled thru March. Barlow Bikes and Cycle Columbia County worked together on a grant to purchase two bike racks because she is anticipating needing one for the south entrance someday. They would like to add a repair station and small bench next to the bike racks. They have a list of materials for a kiosk and found a local builder and she took the material list to Dahlgren's and he said he would donate the materials. They will be working with City staff to coordinate on placement. Donated concrete benches will be placed at the overlook. Press release went out about the Dalton Lake Nature Preserve in October. Dalton Lake Nature Preserve Advisory Committee went to a Columbia City Council meeting in October to give information and take questions. A member of the Advisory Committee typed up a list up of all the bird species that have been seen there and she will e-mail it to everyone. They will be meeting this month about signage. Belcher said if City wants more benches, he was told Kathy Sirstat(?) turns on plastic film and when they turn in so many pounds, they get a bench. He will get Pettit her contact info. Pettit talked to Les at the Historical Museum and took him the historical pictures and information Belcher had given her and talked about putting some of the pictures on an interpretive sign. He said he went to Pacific Stainless and they made a picture sign and he suggested she go there. Nelson said if the concrete bench has been donated, the City has a form for donated items that needs to be filled out. Does she already have a bench to go by the bike rack? Pettit said no but they are working on it and she will get the details on it.

Blumenthal asked if they can get a poop scoop and dog leash sign at staircase because the ones on the fence got removed with the fence. Nelson will follow up. He said as far as the benches at Nob Hill, they are still trying to figure out where to locate them. Pettit asked if the City has benches and Houk said we can order them. He orders the frames and they put the wood on them.

Houk said we are in the process of putting timed doors on the restrooms at McCormick and Columbia View. The timer locks it at night and opens it in the morning but can be opened from the inside.

8) **Other Business**

9) **Adjournment - 5:25 p.m.**

Respectfully submitted by Sheri Ingram, Parks & Trails Secretary

# City of St. Helens Planning Commission

Approved Minutes

December 10, 2019

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**Members Present:** Chair Hubbard  
Commissioner Cohen  
Commissioner Lawrence  
Commissioner Semling  
Commissioner Stenberg  
Commissioner Webster  
Vice Chair Cary

**Members Absent:** None

**Staff Present:** City Planner Graichen  
Associate Planner Dimsho  
Councilor Carlson  
Community Development Administrative Assistant Sullivan

**Others:** Jeff Bolton  
Anita Kjos  
Steve Topaz

- 1) **7:00 p.m. - Call to Order and Flag Salute**
- 2) **Consent Agenda: Approval of Minutes**  
2.A Planning Commission Minutes dated October 8, 2019

**Motion:** Upon Commissioner Semling's motion and Commissioner Cohen's second, the Planning Commission unanimously approved Minutes Dated October 8, 2019. Vice Chair Cary and Commissioner Lawrence did not vote due to their absences from that meeting. [AYES: Commissioner Cohen, Commissioner Semling, Commissioner Stenberg, Commissioner Webster; Nays: None]

- 3) **Topics from the Floor: Limited to 5 minutes per topic (not on public hearing agenda)**

**Topaz, Steve.** Topaz has concerns for public and private safety along with long-term City legality problems related to Acceptance Agenda Item 7.b. for a marijuana processor at 1400 Kaster Road. He has concerns about this industry federally. He advised when the FDA takes over that the facility would have to be brought up to code and incur a great expense. Topaz is concerned if this happens that the current tenant would abandon the facility and the City would be left with vacant buildings. He thinks that the FDA will require that their product be kept in a secure warehouse where there are no outside components that could contaminate it. He said they are currently storing in a general warehouse. He cited an article that he gave to Councilor Locke regarding dust causing cancer. He said the facility would need high grade filters and air quality systems to avoid the poor air quality in the processing rooms. He is concerned about the safety of the solvents being used in the processing. He also expressed concern that, according

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to what he saw in the plans, there was no preparation for a major accident or in-house contamination. He expressed concern about the City's financial liability since we currently own the property. He admits the facility may be meeting all of Oregon state laws, but not federal regulations. Chair Hubbard asked if the Council, when signing the lease with the current tenant, required any bonding. Topaz advised he was not part of that meeting and did not know. Councilor Carlson said she did not have the documents present to answer the question, as it was not an agenda item. Commissioner Cohen asked if the Planning Commission has the jurisdiction to oversee this issue. City Planner Jacob Graichen said that the Commission can regulate time, place, and manner of land uses. He added that the proposed use was outright permitted. Commissioner Cohen suggested that Topaz go back to City Council with these concerns. Graichen also noted that the Building Official and the Fire Marshall have jurisdiction over most safety concerns. There may also be a state agency that deals with the safety of the facility.

Graichen said that the audio/visual system has changed. There are no microphones on the tables. They are in the ceiling. He also introduced Christina Sullivan, the new Community Development Administrative Assistant. She will be taking over the meeting operations and minutes at the next meeting. Commissioner Semling expressed gratitude for all the new audio equipment.

- 4) **Public Hearings (times reflect earliest start time)**
  - 4.A 7:00 p.m. - Comprehensive Plan & Zone Map Amendment at the SE corner of Matzen Street & Maplewood Drive (Brayden Street) - Multi-Tech Engineering Services

Chair Hubbard opened the Public Hearing at 7:18 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter. Graichen entered the staff report dated December 3, 2019 into the record.

Graichen introduced the proposal to the Commission, as presented in the staff report. The applicant is requesting a zone change from Moderate Residential (R7) to General Commercial (GC). He reminded the Commission that this request is for the zone change, not the development itself, which will come later. The applicant acquired this property to develop the garages for the apartment complex development to the north. However, Graichen mentioned that once the zone change is made, the applicant could decide to develop something different. He also noted there are comprehensive policies about encouraging commercial development in and adjacent to well-established business areas. He mentioned the commercial zoning on two sides of the property. The property will also be a new significant intersection, since Matzen Street is a collector street. He noted there is a 293-acre surplus of low-density residential lands according to the adopted Housing Needs Analysis (2019), so this reduction of residential land will not have an impact on residential land availability. The Economic Opportunities Analysis (2008) identified a shortage of employment lands, and this proposal would add employment lands. Commissioner Lawrence asked about the proposed use. She asked if they are proposing car garages or actual storage units. Graichen said there is a plan in their narrative, but the Commission is not approving development plans tonight. The future application will come before the Commission when they apply.

Graichen went through the recommended conditions of approval, as identified in the staff report.

## **In Favor**

**Bolton, Jeff. Applicant.** Bolton is representing the property owner, St. Helens Land Company, LLC. Bolton said the reason the owner pursued this property was to further develop it. He said there is a shortage of General Commercial property in the City. He feels this proposal fits in with the character of the area. It is adjacent to commercial uses. The property is under 0.5 acres. Commissioner Cohen asked if they plan to allow the tenants exclusive use of the storage units. Bolton said he was not sure at this time. The plan is to have garages on the lower level with storage on the upper level. The property owner has developed these in other communities and they have been successful with tenants. Graichen said mini storage is not an allowed use in the General Commercial zoning, so this proposed future development would have to be for the exclusive use of the residents in order to be allowed per the zoning. Bolton noted that they would have liked to have fit the garages on the existing property, but they could not. Commissioner Cohen said that it was important to him that the proposed storage be tied in directly with the apartments.

## **Neutral**

**Kjos, Anita.** Kjos lives at 525 Matzen Street. Kjos is asking if speed bumps could be put in along Matzen Street. She has lived there for five years. Graichen said similar comments were received back during the apartment Conditional Use Permit public hearing, so staff asked the applicant to look into traffic calming features. They included a curb extension in their design to shorten the crossing distance along Matzen Street. Graichen said Public Works and the Fire District are generally not in favor of speed bumps, but other traffic calming measures could be used. Councilor Carlson expressed concern with the traffic increase in a historically quiet neighborhood. Graichen suggested that Kjos bring this up at a Council meeting or by talking to Public Works directly about traffic calming for this area.

## **In Opposition**

No one spoke in opposition.

## **Rebuttal**

**Bolton, Jeff. Applicant.** Bolton said two traffic calming features will be built very soon. They curved all the frontages. They will be putting a new six foot sidewalk along the apartment complex property. He said this would extend onto the new storage property as well. He did say their initial traffic analysis found additional trips, but not enough to create large impacts to the transportation system.

## **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**

Vice Chair Cary noted that the traffic impacts of General Commercial would be greater than residential. Graichen said the applicant's traffic analysis did find that there would be additional

trips, but it would not be enough to have a large effect. Graichen said this is a recommendation to City Council.

**Motion:** Upon Commissioner Cohen’s motion and Commissioner Webster’s second, the Planning Commission unanimously recommended to City Council approval of the Comprehensive Plan and Zone Map Amendment as written. [AYES: Commissioner Cohen, Commissioner Lawrence, Commissioner Semling, Commissioner Stenberg, Commissioner Webster, Vice Chair Cary; Nays: None]

## 5) Discussion Items

### 5.A Proposed Text Amendments Discussion

Graichen explained the proposed text amendments, as included in the memo. There are two main topics: accessory structures and floodplain management. Staff is recommending to increase the size requirement for when an accessory structure permit is required from 120 square feet to 200 square feet. This would match the Oregon Building Code. The other change is related to the maximum size allowed. Currently, there are two tiers. Most lots in the City allow a shed to be 600 square feet. Lots that are 2.5 acres or more, the City allows a shed up to 1,000 square feet. Graichen said the proposal is to allow 1,000 square feet for lots under 2.5 acres and 1,600 square feet for lots more than 2.5 acres. Lot coverage and setback requirements still apply.

Commissioner Cohen asked about nuisance stormwater runoff. Graichen said most complaints from neighbors regarding accessory structures are related to structures being built on the property line. There will still be a requirement that structures have to be three feet from property lines. Commissioner Cohen is concerned with stormwater runoff and the amount of accessory structures that are added to properties without permits. Commissioner Lawrence agrees. She is concerned about neighborhood character. Associate Planner Jenny Dimsho noted we allow breezeways to accommodate larger structures currently. Graichen said that updating the code would result in less pointless breezeways. Graichen said aligning the Development Code with the Building Code would make it easier for customers to understand the permitting process. After another small discussion on avoiding the increase of unpermitted structures being built around the City, the Commission came to an agreement. The Commission supported increasing the applicability of a permit from 120 to 200 square feet, but not increasing the maximum size.

Graichen discussed diagrams in the floodplain rule changes, as included in the memo. Chair Hubbard asked what the Base Flood Elevation is in St. Helens. Graichen said it varies throughout the community. Commissioner Cohen asked what these changes would apply to. Graichen said it would apply to new construction or substantial improvements, which is defined in the code. Councilor Carlson asked if there were exceptions for historic structures. Graichen said yes. Commissioner Cohen asked when the last time FEMA flood maps were updated. Graichen said November 2010. The next update will be up to FEMA. The Commission tentatively agrees with Graichen's suggestion for Base Flood Elevation changes, but could also live with status quo. He recommended requiring that new residential construction or substantial residential improvements be built one foot above Base Flood Elevation. For commercial, he recommend increasing the Base Flood Elevation from zero to one foot for new construction and substantial improvements. Graichen wanted feedback in order to begin drafting the amendments before the formal adoption hearings.

### 5.B Term Expiration Discussion

Graichen said Commissioner Lawrence has not served a full two terms, so advertising for the opening is not necessary. He asked the Commission if they supported re-appointing her for a four-year term.

**Motion:** Upon Commissioner Cohen's motion and Commissioner Webster's second, the Planning Commission unanimously recommended approval of a second term for Commissioner Lawrence. [AYES: Commissioner Cohen, Commissioner Semling, Commissioner Stenberg, Commissioner Webster, Vice Chair Cary; Nays: None]

**6) Acceptance Agenda: Planning Administrator Site Design Review**

**Motion:** Upon Commissioner Cohen's motion and Commissioner Lawrence's second, the Planning Commission unanimously approved the Acceptance Agenda: Planning Administrator Site Design Review. [AYES: Commissioner Cohen, Commissioner Lawrence, Commissioner Semling, Commissioner Stenberg, Commissioner Webster, Vice Chair Cary; Nays: None]

**7) Planning Director Decisions**

There were no comments.

**8) Planning Department Activity Report**

- 8.A Planning Department Activity Report dated October 29, 2019
- 8.B Planning Department Activity Report dated November 25, 2019

There were no comments.

**9) For Your Information Items**

Chair Hubbard asked about the new designs for the Columbia View Park Amphitheater. He recommended a design similar to Kalama's Riverfront Park. He also asked if the gazebo would move. Dimsho said they were looking at using the existing seating, but the gazebo would be replaced.

Councilor Carlson mentioned the upcoming State of the City meeting is on January 11, 2020. It will be held at the new middle school in collaboration with the school district.

Chair Hubbard asked about the progress of the container homes near 6<sup>th</sup> Street Park. Graichen said they have submitted a building permit and there were issues with the site plan. They met with the builder and they are working on a revised plan.

**10) Next Regular Meeting: January 14, 2020**

**11) Adjournment**

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

*Respectfully submitted,*

*Christina Sullivan  
Community Development Administrative Assistant*

City of St. Helens  
***Library Board***  
**Minutes from Monday, October 14, 2019**  
St. Helens Public Library

**Members Present**

Lisa Beardslee  
Patrick Birkle  
Dan Davis  
Melisa Gaelrun-Maggi, Vice Chair  
Amanda Heynemann, Chair  
Margie Stanko

**Members Absent**

Becky Bean

**Guests**

**Councilors in Attendance**

N/A

**Staff Present**

Margaret Jeffries, Library Director  
Dan Dieter, Library Board Secretary

OR

**CALL MEETING TO ORDER:** The meeting was called to order at 7:18pm by Chair Heynemann.

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

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

**TRUNK-OR-TREAT:** Vice Chair Gaelrun-Maggi is getting the materials together for the event. Director Jeffries described how to get reimbursed for candy expenses. There are buckets and table clothes set aside for the event, as well as coloring sheets as a non-candy alternative. The Library also has tables and chairs available if needed. There are also Dolly Parton Imagination Library materials available to hand out, as well as youth program flyers made available by Youth Librarian Kolderup. Board Secretary Dieter was asked to send the participating board member email addresses to Police Support Specialist and event coordinator Malinda Duran, so that she can give them any further instructions.

**NOVEMBER – BOARD MEETING OR WORKING GROUP MEETINGS?** Director Jeffries asked the board if they felt the need to meet in November, as she will be out on medical leave. The group discussed the idea of a regular board meeting versus just having the working groups meet. The group decided to cancel the regular board meeting scheduled for November 12, and instead have the Communications Working Group meet that night instead. Reference Librarian Herren-Kenaga will be in attendance for that meeting.

**WORKING GROUP / BOARD MEMBER REPORTS:** Vice Chair Gaelrun-Maggi reported that the Communications Working Group will be setting a schedule to work on marketing ideas after attending a recent marketing workshop and seminar. The group also discussed the need to make the website more user friendly. Chair Heynemann reported that the top two issues for the Access Working Group are the barriers that exist for patrons who are non-english speakers and patrons with physical disabilities. Issues concerning the hours of operation are on the bottom of the list. Youth Librarian Kolderup created a matrix to measure what to work on next. Youth Librarian Kolderup is also working with School District Superintendent Scot Stockwell to establish a pilot program to make regular library cards available for all students that don't live inside the city boundary. Director Jeffries reported that the Facilities Working Group is still working on trying to create a makerspace here in the building. There was a suggestion to include Marion Christensen in a future tour of existing makerspaces in other locations so that she can see what it involves. Other issues for the Facilities Working Group are the condition of the carpeting and the need to replace it soon. The group discussed replacing the current carpet with new carpet or some other material that might be more durable. It would also be better to know if the building can be modified to include a makerspace before any flooring decisions are made. Member Birkle suggested re-lighting the fire that created the need for the Columbia Center in the first place, and look at instilling that fire into a vision of the future. Any future makerspace would include programs for adults as well. Youth Librarian Kolderup is preparing to launch a library-of-things, where patrons can check out materials that are part of makerspace programs. The group discussed the library-of-things idea and the need for space for those types of items.

**LIBRARY DIRECTOR'S REPORT:** Director Jeffries reported that author Amy Stewart will be giving a talk about her book series about the Kopp Sisters. That event is scheduled for October 22 in the auditorium. The group discussed the updated definition of 'Public Library' that was part of House Bill 2243. The new rules will become effective on January 1, 2020, and libraries that serve populations over 2000 will have an opportunity to become compliant with the new rules. The St Helens Public Library meets all of the rules except for having our policies available online. Member Beardslee asked what our service population is, and Director Jeffries stated that it is currently about 13,000. Vice Chair Gaelrun-Maggi asked why this was being done. Based on the information from the Oregon Library Association, the update is needed to keep up with changing models of library services, to establish minimum standards for all Oregon public libraries receiving state funds and to align Oregon's definition of "Public

Library” with those from other states. Director Jeffries stated that the Vernonia Public Library has some interest in joining the St Helens and Scappoose combined catalog, but would like to have a courier system in place first.

Director Jeffries described the staffing conditions during her absence, specifically that some of the staff will be asked to cover some of the daily tasks during the Director’s time off. For example, Youth Librarian Kolderup will work on time cards and schedules; Reference Librarian Herren-Kenaga will work with Columbia County Museum staff on any upcoming programs; Library Technician I Woodruff will work on balancing Library credit card transactions, Library Technician II Barbee will work on cataloging; Library Assistant Karmartsang will work on a Request for Proposal to paint the outside dropboxes; Library Assistant Burkhart will work on scheduling room reservations and Library Assistant Dieter will work on building maintenance requests and volunteer activities.

**CITY COUNCILOR’S REPORT:** N/A

**SUMMARIZE ACTION ITEMS:** The Communication Working Group will be meeting on December 9, 2019 at 7:15 p.m. Library Assistant Dieter will forward the board member email addresses to Malinda Duran for the Trunk-or-Treat event.

**NEXT MEETING:** The next regularly scheduled meeting will be Monday, January 13, 2020 at 7:15 p.m. in the Columbia Center Auditorium.

**ADJOURNMENT:** Chair Heynemann adjourned the meeting at 8:50 pm.

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Respectfully submitted by:

\_\_\_\_\_  
Library Board Secretary, Dan Dieter

**2019-2020 Library Board Attendance Record**

*P=Present E=Excused Absence U=Unexcused Absence*

Date	Bean	Beardslee	Birkle	Davis	Gaelrun-Maggi	Heynemann	Stanko	VACANT	VACANT
07-08-2019	E	P	P	-	P	P	-		
08-12-2019	P	P	P	P	P	P	E		
09-09-2019	P	P	P	P	E	P	P		
10-14-2019	E	P	P	P	P	P	P		
11-12-2019	Meeting Cancelled								
12-09-2019	Meeting Cancelled								
01-13-2020									
02-10-2020									
03-09-2020									
04-13-2020									
05-11-2020									
06-08-2020									



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

**CITY COUNCIL MINUTES**

Presented for approval on this 5<sup>th</sup> day of February, 2020 are the following Council minutes:

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2020

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- Special Session Minutes dated January 8, 2020

**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 signature block on Word document in Granicus & Publish
- Copy Word document into Council minutes folder on Administration drive
- Update file name & signature block of Word ES document & copy in Admin drive
- Email minutes link to distribution list
- Add minutes to ORMS
- Add packet and exhibits to ORMS
- File original in Vault
- Update minutes spreadsheet

# City of St. Helens CITY COUNCIL

Special Session Minutes

January 8, 2020

**Council Members Present:** Rick Scholl, Mayor  
Doug Morten, Council President  
Keith Locke, Councilor  
Ginny Carlson, Councilor  
Stephen R. Topaz, Councilor

**Staff Present:** John Walsh, City Administrator  
Kathy Payne, City Recorder  
Tina Curry, Event Coordinator

**Others:** Joanna Story                      Jennifer Pugsley                      Jane Garcia  
Susan Conn                              Brady Preheim                      Christine Menges  
Leah Tillotson                          Mark Kirchmeier



**4:30PM – Call Special Session to Order – Mayor Scholl**

## **St. Helens Tourism Events and Activities**

### **• Meeting Purpose**

City Administrator Walsh reported that the purpose of this meeting is to talk about the direction of tourism, current activities, funding, and going forward. The primary objective of tourism is to support local businesses. It's also an opportunity to elevate the image of St. Helens.

### **• History of Tourism in St. Helens**

Walsh explained that in 2001, the City worked with the Chamber of Commerce to adopt the transient room lodging tax. The Tourism Committee was formed. The primary mission of the Committee was to collect revenue for a convention center and pay for a Tourism Director. They were not creating the large-scale events like what is done today.

In 2015, the Tourism Committee discontinued meeting and then later disbanded. Their functions were turned over to City Council and then the Community Development Department. An RFP was released, resulting in E2C Corporation being hired and expanding on events to draw tourism.

Councilor Locke added that coordinating events is a full-time job. It was not a goal of the Tourism Committee. The St. Helens Community Foundation was formed and he helped coordinate many of the events.

Council President Morten spoke of the internal friction that he saw on the Tourism Committee. It got to a point where it was almost non-functional. There was a lot of bickering. He sees what they are doing now as a more efficient process. The Tourism Committee was also in a lot of debt when the Council took it over.

### **• Current Programs and Activities**

Event Coordinator Tina Curry reported that they are trying to focus on events that will bring visitors to the community year-round. They are building programs that are attractive to sponsors, merchants, and partners. They are focusing on aspects and branding to give visitors one source

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to find all the information they need on [www.discovercolumbiacounty.com](http://www.discovercolumbiacounty.com). Businesses will be able to promote what they want for 60 days at \$25. Nonprofits can advertise at no cost.

Summer activities:

- Kite program
- Sand Island camping
- River rides
  - Launching point would be the Sand Island docks
- Move the haunted house to the Masonic Ballroom. All of the items were donated to the City. A top reason people visit St. Helens is for the haunted house.
- Masonic building downstairs:
  - Riverfront development informational area
- Masonic building upstairs:
  - Escape room
  - Museums
  - Business incubator
- Market and promote all year.

Tina is working on a lot of things right now. She suggested that merchants in attendance share what they have experienced.

- **Tourism Funding**

Walsh spoke of the tourism fund being a special revenue fund. It is different than an enterprise fund. Mayor Scholl added that tourism dollars are paid by hotel rentals. You cannot spend that money on anything other than tourism, which brings people in from outside the area. There is a very small portion that goes towards administration.

Councilor Topaz asked if it can include purchase of equipment. Mayor Scholl said yes. Councilor Topaz went on to ask if the funds could be used to put a dock in. Walsh responded that St. Helens is in a very unique place because we adopted our ordinance prior to the restrictions to tourism spending dollars. Council President Morten believes the mission of the tourism fund was to create a hotel/convention center. The ORS is very specific to saving for a convention center.

Walsh explained that the revenue collected from transient lodging fees, which is the tax from hotel rooms, camping, RV rentals, etc., totals about \$100,000/year. Event revenues, sponsorships, and grants are added to that. E2C is being paid to produce the events. Each event has a budget. The Council has specifically said that total revenues have to cover expenses. Breaking even is not the only measure of success. Success is measured by the number of visitors, visitor spending, community awareness, etc. St. Helens is on the map now with Spirit of Halloweentown. The investments being leveraged add value to the town. Visitors are staying in hotels outside of St. Helens because hotels here are either full or don't meet their standards.

- **Going Forward**

Walsh reported that E2C is currently working without a contract. Plymouth Pub wants to expand into the haunted house space. Tina added that the haunted house will be donated to the City and the former owners will continue to operate it at the Masonic building. She envisions revenues increasing with several other things that we would put in that location. Mayor Scholl clarified that the haunted house materials will be gifted to the City. They also have the ability to lease the downstairs of the Masonic building. Tina confirmed that is correct. The haunted house has a proven track record of generating income. However, Spirit of Halloweentown funds don't come until October. They need money to rent the space and get it going within 60 days. Halloween is in the black but it's not enough to support it through the year until September.

## Public Comment

◆ Jennifer Pugsley. She is one of the owners of 50 Plaza Square. She has been selling real estate here for over 40 years. One of the reasons they came down here is because of the tourism. There is talk within the local real estate industry that St. Helens is now the "it girl." Tina let them borrow the Mayor's movie costume during Spirit of Halloweentown. People came in and took photos with it. Next year, they want to have a map to mark where people came from. There were people from Kentucky on their honeymoon, Australia, Virginia, Tennessee, England, Washington, etc. They feel like they are in a Hallmark movie. Historic preservation also has a tourism aspect to it.

◆ Brady Preheim. He lives in town. He was actually chair of the Chamber when it had the tourism contract with the City. They didn't have the staffing to do tourism. Prior to Tina coming along, that money was spent every year but they got nothing out of it. It basically paid for a person with no budget to do anything. Martha Stewart rated St. Helens as the number three location for Halloween. The City needs to continue supporting Spirit of Halloweentown and E2C. There is a proven track record. Whatever is spent, it comes back two-fold, three-fold.

◆ Joanna Story. She owns Jo's Grub Shack and Bakery, which is a food cart. This is her livelihood. Tina has made it possible to participate in 13 Nights on the River, 4<sup>th</sup> of July, and Spirit of Halloweentown. She's amazed at how many people come from all over the world. It's a lot of work but it's also a lot of fun. She's all for it. Keep it going.

Councilor Topaz doesn't like it as the mainstay. It should be kept going but we need heavy-weight jobs. He suggests using the funds for something like building docks or the town. Getting people to wander through town is not the same as building business. Let's not get over-excited that this is the answer to all our problems. We shouldn't get blindsided that this is the best and only thing to do. The State is making us look like little Portland and not give us our own individuality. We are a different town than anybody else. Tourism is make-believe.

Councilor Locke thinks Spirit of Halloweentown is great but he would like to focus on getting more realistic stuff and offering more to do.

Councilor Carlson has watched foot traffic double and triple in August and July. Empty shops have filled up. The restaurant had to expand because they didn't have enough refrigerator space. It's not just about October. Talking to representatives from other cities, you have to provide a community where people want to live. Building a Mainstreet has been a priority for several years. Tourism is not the magic bullet that's going to solve all our problems but it's a start. For her, tourism has had a good return on our investment. A good litmus test for her is watching a tree lighting of 300 people five years ago grow to 1,000 – 2,000 people today. It's about strengthening events on our calendar. The haunted house will give people something else to do.

Council President Morten has had the honor of serving on the Council for the past 12 years. The City was in trouble when he first came. Boise was about to shut down, Friesen Lumber went away, and lumber industry was leaving. The question on the Council was what are we going to do? We can't go visit corporations to entice them to relocate here. The personality of a town is made up of small businesses. Citizens have had to take on higher sewer and water prices when Boise pulled the plug. He doesn't agree with Councilor Topaz. It's exciting to see vitality, life, and culture being brought in with tourism. Spirit of Halloweentown has turned into something unbelievable with world-wide recognition. There are more successes out there that are untapped. He was able to travel after he retired. He would ask what their main industry was when he visited and was told it was tourism. Tourism does pay the bills. It is a big industry.

Councilor Topaz said a problem that he sees with tourism is the state law. We can't use the money other places. Council President Morten argued that the money goes to business owners.

Councilor Topaz pointed out that he didn't say to get rid of tourism, just be careful with it. They need something that's not talked about to bring money.

Mayor Scholl stated that tourism is a big deal. If you go over to Bend, it's a big deal over there. He applauded Tina for touching on Twilight this year. It was really successful. He met some people who came to Spirit of Halloweentown from Florida. He told them where to go eat and other places to go visit. Tourism dollars spent are probably quadrupled back into the community. They stay at our hotels, eat at our restaurants, and shop at our businesses. It's a huge economic driver. The Fairy Festival and Mardi Gras events add to tourism. There will be five weekends around Spirit of Halloweentown where the downtown area streets will be closed. He thanked Tina for taking over 4<sup>th</sup> of July activities. It's a lot of work. As far as the issue at hand, he likes the idea of using the Masonic building for future merchants, nonprofits, and Spirit of Halloweentown activities. He's okay with taking it on if Tina thinks they will break even.

Councilor Topaz asked if the budget can be put in the bank or does it have to be spent within that year. Councilor Locke responded that it can be put in the bank. The original intent was to save money for a convention center.

Discussion ensued. Tina said she raises approximately \$265,000 per year above what she gets paid. She spends 100% of that money on activities relating to organized events. We've gradually been building assets so they aren't starting at ground zero anymore. She is risk-averse. The sponsors and people who visit are the ones paying for tourism. 13 Nights on the River is another one that is very demanding of time. That event has moved into the black as well.

Mayor Scholl proposed the Council add an agenda item to renew the E2C contract.

Councilor Topaz wants to put an RFP on the agenda as well to clear the air. He thinks renewing it is a back door deal. Walsh said an RFP was done two years ago. Mayor Scholl argued that it is not a back door deal.

Discussion ensued. Consensus of Council to extend the contract for one year and distribute an RFP for next year. Council would also like to move forward on negotiations for the Masonic building with more information brought to the work session.

Walsh added that budgetary action will be needed prior to entering a lease for the Masonic building.

◆ Jennifer Pugsley. Don't underestimate the years of work that has gone into tourism. Ongoing relationships matter. Tina has really built something. To bring someone in to start at ground zero is a huge mistake.

Councilor Carlson pointed out that Tina was selected after the RFP and interview process two years ago.

◆ Brady Preheim. Suggested an RFP needs to be done in July, not now.

**Adjourn** - There being no further business, the meeting adjourned at 5:43 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

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

**ANIMAL FACILITIES**

The following facilities have been inspected by City of St. Helens Police Department and are recommended for approval of an Animal Facility License:

<u>Owner Name</u>	<u>Location</u>	<u>Purpose</u>
♦ Patricia Hopkins	58929 Alexandra Lane	Multiple Dogs

RECEIVED

JAN 30 2020

CITY OF ST. HELENS



**CITY OF  
ST. HELENS OREGON  
DEPARTMENT OF POLICE**

On Tuesday, 09.28.2019 at approximately 1100 hours, I met with Patricia Hopkins at her residence at 58929 Alexandra LN in St. Helens, OR to conduct a prescheduled Animal Facility License Application inspection. This inspection is to ensure the premises is in compliance with Ordinance 6.04.080, OAR 609.415, OAR 609.420, OAR 603-015-0025 through 603-015-0065. Included with her application was her liability insurance information from Allstate Insurance Company ( ) and information regarding where they seek veterinary care for their animals; Columbia Vet, 35645 Firlok Park Blvd in St. Helens.

I noticed her home is a single-family home in a residential neighborhood. Patricia explained to me that the animal facility license is to allow her to have a larger number of family dogs and not to run a shelter,

I saw the residence had a spacious back yard encircled with a sturdy 5' fence. The fence was in good condition. This space has adequate runoff to prevent water pooling. Patricia informed me that the dogs are only allowed outside when they are home. The home has a doggy door that allows the dogs to go outside as needed.

Patricia invited me into her home. The dogs were observant and hesitant to let me in, as I was walking around the house one of the smaller dogs attacked my shoe but quickly ran off, the rest did not appear to be aggressive. They all have Columbia County Issued dog licenses. The home has working electricity, potable water and wash facilities to keep clean. The home was a comfortable 72 degrees (approximately). The food was stored in a sealed plastic container to prevent vermin infestation. The food and water are served in bowls on a mat sitting on the floor. Patricia also stated that she puts the dogs in their own individual kennels for feedings to assure they all get the right amount of food. Patricia has a total of six adult dogs which include four chihuahuas, one lab and one Pomeranian

The house and yard were clean and orderly. Patricia said she cleans up feces regularly and disposes of it into the garbage. While Patricia does not have a quarantine area for possible diseased animals, she stressed she does take her animals for veterinary care when needed.

I am not aware of any recent complaints received by SHPD regarding noise, odors, stray animals, or other Ordinance violations regarding Patricia or her residence. In my opinion I think that Patricia Hopkins should be granted her Animal Facility License.

Code Enforcement Officer Moreno



City of St. Helens  
P.O. Box 278 • 265 Strand Street • St. Helens, OR 97051 • 503-397-6272

Application Fee: \$40.00

# Animal Facility License Application

St. Helens Municipal Code Chapter 6.04

If you own any of the following inside the city limits, you must have an Animal Facility License:

- More than 3 adult dogs; or
- More than 3 adult dogs and one litter of puppies; or
- More than 3 adult hens and/or ducks and 6 chicks or ducklings under 9 weeks; or
- More than 3 adult rabbits and/or 1 litter of bunnies under 9 weeks; or
- An exotic animal

Complete the application and return to the above address with the fee, copies of your dogs' licenses and a copy of your homeowners insurance. You must list each animal separately in the space provided below that you intend to keep at your facility. Your facility, including perimeter fence if required, must be inspected before your application will be forwarded to the City Council for action. The Police Department will contact you within 10 days of application to schedule an inspection. The application fee is \$40 for a two year license and must be renewed prior to expiration.

If your application is denied, you have two options to obtain compliance: 1) You meet the requirements for an animal facility license; or 2) you have only allowed animals on your property. Once you can prove that you are in compliance for a license, we can seek approval by the City Council. If you have eliminated the need for an animal facility license, you may request a refund of the application fee.

Address at which animal(s) will be kept:				
<b>Applicant Information</b>		<b>Alternate Contact/In Case of Emergency</b>		
Name: Patricia Hopkins			Name: Dave Hopkins	
Mailing address: 58929 Alexandra Lane			Mailing address: 58929 Alexandra Lane	
City/State/Zip: St. Helens, Or 97051			City/State/Zip: St. Helens, Or 97051	
Cell phone:			Cell phone:	
Home phone:			Home phone:	
Email:	Day/time of week that works best for you:			
<b>List each animal to be kept at the above address (attach additional paper if more than 6 animals)</b>				
Species/Breed	Name	Sex	Age	County Dog License Expiration Date
1. Lab	Brandy	F	13	Please See Attached
2. Chihuahua	Emma	F	14	SH03460 11-30-21
3. Chihuahua	Penny	F	8	SH05796 11-30-21
4. Chihuahua	Duchess	F	4	338116 4-30-22
5. Pomeranian	Wolf	M	2	38823 2-28-22
6. <del>Chihuahua</del> Chihuahua	Daisy	F	14	38079 6-30-22
<b>Veterinarian Information</b>				
Name: Midway Vet Hospital			Phone: 503-397-6470	
Address: 34453 McGary			City/State/Zip: Warren, Or. 97053	
<b>Liability Insurance Information</b>				
Agent's Name: Dan Peterson			Phone: 503-648-1233	
Insurance Company: Allstate			Policy No.:	
Attach a copy of the policy indicating applicant is covered while maintaining the described animal(s).				

SH034  
05-  
11-29-20

hi hvch

### AUTHORIZATION

I, Patricia Hopkins, understand that I am applying for an animal facility license to keep the above listed animal(s) at 58929 Alexandra LA., St. Helens, Oregon. I have read Municipal Code Chapter 6.04 Animal Control Code, and fully understand my obligation as an animal owner and facility operator and agree to comply with the Code and applicable county, state and federal laws. I further understand that this license, if approved, is valid for a period of two years and must be renewed prior to expiration.

Patricia Hopkins  
Applicant Signature

Aug 31, 2019  
Date Signed

### FOR OFFICE USE ONLY

Date received: 9-3-19	Officer assigned: M. Moreno	Date forwarded to City Recorder: 1/30/2020
Received by: BB	Date/Time of inspection: 9/28/19	Council meeting date: 2/5/2020
Receipt No.: 1554444	Officer recommendation:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Dated forwarded to PD: 9-6-19	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Deny	If approved, date license issued:
Forwarded by: BB		Expiration date:

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 01/23/2020 - 1:43PM  
 Batch: 00006.01.2020 - AP 1.23..20 FY 19-20



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
ACE HARDWARE									
000500									
60174	12/31/2019	130.00	0.00	01/22/2020				False	0
703-734-052001 Operating Supplies					60174 - MATERIALS				
60174 Total:		130.00							
60176	12/31/2019	212.88	0.00	01/22/2020				False	0
100-708-052001 Operating Supplies					60176 - MATERIALS				
60176 Total:		212.88							
60179	12/31/2019	31.48	0.00	01/22/2020				False	0
205-000-052001 Operating Supplies					60179 - MATERIALS				
60179 Total:		31.48							
60180	12/31/2019	11.57	0.00	01/22/2020				False	0
100-708-052001 Operating Supplies					60180 - MATERIALS				
60180	12/31/2019	23.99	0.00	01/22/2020				False	0
704-000-053025 Capital Outlay - Sr Center					60180 - MATERIALS				
60180	12/31/2019	29.97	0.00	01/22/2020				False	0
605-000-052001 Operating Supplies					60180 - MATERIALS				
60180	12/31/2019	52.00	0.00	01/22/2020				False	0
603-736-052001 Operating Supplies					60180 - MATERIALS				
60180	12/31/2019	52.41	0.00	01/22/2020				False	0
603-737-052001 Operating Supplies					60180 - MATERIALS				
60180	12/31/2019	5.58	0.00	01/22/2020				False	0
603-737-052001 Operating Supplies					60180 - MATERIALS				
60180	12/31/2019	25.37	0.00	01/22/2020				False	0
603-735-052001 Operating Supplies					60180 - MATERIALS				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
60180	12/31/2019	6.00	0.00	01/22/2020				False	0
100-708-052046 Dock Services				60180 - MATERIALS					
60180 Total:		206.89							
60181	12/31/2019	89.94	0.00	01/22/2020				False	0
201-000-052088 Events - Christmas				60181 - MATERIALS					
60181	12/31/2019	104.93	0.00	01/22/2020				False	0
201-000-052088 Events - Christmas				60181 - MATERIALS					
60181	12/31/2019	59.96	0.00	01/22/2020				False	0
601-731-052001 Operating Supplies				60181 - MATERIALS					
60181	12/31/2019	35.99	0.00	01/22/2020				False	0
601-731-052001 Operating Supplies				60181 - MATERIALS					
60181	12/31/2019	44.97	0.00	01/22/2020				False	0
601-731-052001 Operating Supplies				60181 - MATERIALS					
60181	12/31/2019	14.07	0.00	01/22/2020				False	0
601-732-052001 Operating Supplies				60181 - MATERIALS					
60181	12/31/2019	15.98	0.00	01/22/2020				False	0
201-000-052088 Events - Christmas				60181 - MATERIALS					
60181	12/31/2019	96.53	0.00	01/22/2020				False	0
201-000-052088 Events - Christmas				60181 - MATERIALS					
60181	12/31/2019	24.99	0.00	01/22/2020				False	0
601-731-052001 Operating Supplies				60181 - MATERIALS					
60181	12/31/2019	11.98	0.00	01/22/2020				False	0
100-708-052001 Operating Supplies				60181 - MATERIALS					
60181	12/31/2019	25.98	0.00	01/22/2020				False	0
100-708-052001 Operating Supplies				60181 - MATERIALS					
60181	12/31/2019	59.96	0.00	01/22/2020				False	0
601-731-052001 Operating Supplies				60181 - MATERIALS					
60181	12/31/2019	42.98	0.00	01/22/2020				False	0
605-000-052001 Operating Supplies				60181 - MATERIALS					
60181 Total:		628.26							
ACE HARDWARE Total:		1,209.51							

ACE HARDWARE - SCAPPOOSE  
0005001

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
40113	12/31/2019	24.98	0.00	01/22/2020				False	0
605-000-052001 Operating Supplies				MATERIALS ACCT 40113					
40113 Total:		24.98							
ACE HARDWARE - SCAP		24.98							
ALEXIN ANALYTICAL LABS, INC.									
001650									
38711	1/16/2020	1,104.00	0.00	01/22/2020				False	0
601-731-052064 Lab Testing				TESTING					
38711 Total:		1,104.00							
ALEXIN ANALYTICAL L		1,104.00							
BAHMER, MARNITA									
BAH									
01232020	1/23/2020	100.00	0.00	01/22/2020				False	0
100-706-052028 Projects & Programs				COL ARTS GUILD ALTERED BOOKS WORKSHOP					
01232020 Total:		100.00							
BAHMER, MARNITA Tot		100.00							
BARRY, RACHAEL									
84211									
1	1/23/2020	91.38	0.00	01/22/2020				False	0
202-721-052019 Professional Services				REIMB. REFRESHMENTS STAE OF THE CITY EVENT.					
1 Total:		91.38							
BARRY, RACHAEL Total		91.38							

BEMIS PRINTING

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
002701									
9041	12/30/2019	575.00	0.00	01/22/2020				False	0
100-709-052008				Printing	WINTER REC GUIDE				
9041	12/30/2019	532.35	0.00	01/22/2020				False	0
100-715-052004				Office Supplies	10 WHT WOVE ENV.				
9041	12/30/2019	505.90	0.00	01/22/2020				False	0
100-715-052004				Office Supplies	10 WHT WOVE ENV.				
	9041 Total:	1,613.25							
	BEMIS PRINTING Total:	1,613.25							
BOBCAT OF PORTLAND									
003749									
01-2561	1/13/2020	287.91	0.00	01/22/2020				False	0
701-000-052001				Operating Supplies	BOB HANDLE ASSEMBLY				
	01-2561 Total:	287.91							
	BOBCAT OF PORTLAND	287.91							
BOISE WIITE PAPER LLC									
003720									
01222020	1/22/2020	20,000.00	0.00	01/22/2020				False	0
202-000-037027				Lease Payments - Businesses	50 % OF REVENUE PER AGREEMENT				
	01222020 Total:	20,000.00							
	BOISE WIITE PAPER LL	20,000.00							
BRINSON, MARGRETTA									
BRIN									
01232020	1/23/2020	6.86	0.00	01/22/2020				False	0
100-709-052019				Professional Services	REFUND FOR HOLIDAY PARTY				
	01232020 Total:	6.86							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	BRINSON, MARGRETTA	6.86							
CASCADE CONCRETE PRODUCTS,INC. 005925									
76425	12/16/2019	232.00	0.00	01/22/2020				False	0
603-735-052001	Operating Supplies			BLUELINE 50LB BAGS					
	76425 Total:	232.00							
	CASCADE CONCRETE P	232.00							
CENTERLOGIC, INC. 011595									
57011	1/20/2020	1,380.00	0.00	01/22/2020				False	0
702-000-052019	Professional Services			IT SUPPORT					
	57011 Total:	1,380.00							
	CENTERLOGIC, INC. To	1,380.00							
CENTURY LINK 034002									
01052020	1/5/2020	86.74	0.00	01/22/2020				False	0
702-000-052010	Telephone			651					
01052020	1/5/2020	85.63	0.00	01/22/2020				False	0
702-000-052010	Telephone			796					
01052020	1/5/2020	774.11	0.00	01/22/2020				False	0
702-000-052010	Telephone			818					
01052020	1/5/2020	54.01	0.00	01/22/2020				False	0
702-000-052010	Telephone			131					
01052020	1/5/2020	109.26	0.00	01/22/2020				False	0
702-000-052010	Telephone			130					
01052020	1/5/2020	44.01	0.00	01/22/2020				False	0
702-000-052010	Telephone			579					
01052020	1/5/2020	121.47	0.00	01/22/2020				False	0
702-000-052010	Telephone			967					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
01052020	1/5/2020	95.45	0.00	01/22/2020				False	0
702-000-052010 Telephone				798					
01052020	1/5/2020	75.60	0.00	01/22/2020				False	0
702-000-052010 Telephone				909					
01052020	1/5/2020	86.33	0.00	01/22/2020				False	0
702-000-052010 Telephone				228					
01052020	1/5/2020	44.01	0.00	01/22/2020				False	0
603-737-052010 Telephone				688					
01052020	1/5/2020	44.01	0.00	01/22/2020				False	0
603-737-052010 Telephone				6000					
01052020	1/5/2020	44.01	0.00	01/22/2020				False	0
603-737-052010 Telephone				654					
01052020	1/5/2020	44.01	0.00	01/22/2020				False	0
603-736-052010 Telephone				293					
01052020	1/5/2020	234.91	0.00	01/22/2020				False	0
603-736-052010 Telephone				488					
	01052020 Total:	1,943.56							
	CENTURY LINK Total:	1,943.56							
CENTURYLINK, BUSINESS SERVICES									
45215									
1484210396	1/11/2020	480.79	0.00	01/22/2020				False	0
702-000-052010 Telephone				88035002					
	1484210396 Total:	480.79							
	CENTURYLINK, BUSINE	480.79							
CINTAS CORPORATION									
037620									
8404475875	1/17/2020	67.34	0.00	01/22/2020				False	0
703-734-052019 Professional Services				FIRST AID CABINET SERVICE REFILL					
	8404475875 Total:	67.34							
8404475876	1/17/2020	57.85	0.00	01/22/2020				False	103

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-715-052019 Professional Services				FIRST AID CABINET SERVICE REFILL					
8404475876 Total:		57.85							
8404475877	1/17/2020	55.42	0.00	01/22/2020				False	0
100-708-052019 Professional Services				FIRST AID CABINET SERVICE REFILL					
8404475877 Total:		55.42							
CINTAS CORPORATION		180.61							
COLUMBIA COUNTY TRANSFER STATION 007579									
6811	12/31/2019	156.91	0.00	01/22/2020				False	0
703-734-052019 Professional Services				DUMP WASTE FEES 0017					
6811 Total:		156.91							
COLUMBIA COUNTY TR		156.91							
COLUMBIA RIVER P.U.D. 008325									
01132020	1/13/2020	571.16	0.00	01/22/2020				False	0
100-705-052003 Utilities				7493					
01132020	1/13/2020	676.56	0.00	01/22/2020				False	0
100-706-052003 Utilities				7493					
01132020	1/13/2020	901.72	0.00	01/22/2020				False	0
100-708-052003 Utilities				7493					
01132020	1/13/2020	81.40	0.00	01/22/2020				False	0
100-708-052047 Marine Board				7493					
01132020	1/13/2020	388.66	0.00	01/22/2020				False	0
100-708-052046 Dock Services				7493					
01132020	1/13/2020	4,005.48	0.00	01/22/2020				False	0
205-000-052003 Utilities				7493					
01132020	1/13/2020	1,198.66	0.00	01/22/2020				False	0
100-715-052003 Utilities				7493					
01132020	1/13/2020	1,125.88	0.00	01/22/2020				False	0
703-734-052003 Utilities				7493					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
01132020	1/13/2020	2,547.79	0.00	01/22/2020				False	0
601-731-052003 Utilities				7493					
01132020	1/13/2020	3,784.88	0.00	01/22/2020				False	0
601-732-052003 Utilities				7493					
01132020	1/13/2020	651.46	0.00	01/22/2020				False	0
603-737-052003 Utilities				7493					
01132020	1/13/2020	1,954.37	0.00	01/22/2020				False	0
603-736-052003 Utilities				7493					
01132020	1/13/2020	1,037.01	0.00	01/22/2020				False	0
603-738-052003 Utilities				7493					
	01132020 Total:	18,925.03							
	COLUMBIA RIVER P.U.D	18,925.03							
COMCAST									
COMCAST									
01072020	1/7/2020	130.83	0.00	01/22/2020				False	0
702-000-052003 Utilities				9144					
01072020	1/7/2020	62.00	0.00	01/22/2020				False	0
603-736-052003 Utilities				0082					
01072020	1/7/2020	62.90	0.00	01/22/2020				False	0
603-737-052003 Utilities				0082					
	01072020 Total:	255.73							
01122020	1/22/2020	155.44	0.00	01/22/2020				False	0
702-000-052003 Utilities				3238					
	01122020 Total:	155.44							
	COMCAST Total:	411.17							
E2C CORPORATION									
E2C									
4376	1/22/2020	1,234.83	0.00	01/22/2020				False	0
201-000-052011 Public Information				ADVERTISING					
4376	1/22/2020	995.00	0.00	01/22/2020				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
201-000-052059 Events - General 4376	1/22/2020	85.76	0.00	01/22/2020	PROPS			False	0
201-000-052059 Events - General 4376	1/22/2020	18.88	0.00	01/22/2020	SIGNAGE			False	0
201-000-052059 Events - General					EQUIPMENT				
4376 Total:		2,334.47							
4377 201-000-052019 Professional Services	1/22/2020	10,000.00	0.00	01/22/2020	TINA CURRY MONTHLY MARKETING			False	0
4377 Total:		10,000.00							
E2C CORPORATION Tota		12,334.47							
EASYPERMIT POSTAGE 025602 01222020	1/22/2020	64.72	0.00	01/22/2020				False	0
100-707-052009 Postage					FINANCE FEE				
01222020 Total:		64.72							
EASYPERMIT POSTAGE		64.72							
EATON'S TIRE AND AUTO REPAIR LLC 011000 74556	1/22/2020	888.64	0.00	01/22/2020				False	0
701-000-052001 Operating Supplies					ROTATE TIRES BFG				
74556 Total:		888.64							
EATON'S TIRE AND AUT		888.64							
ENTERPRISE FM TRUST 5663 FBN3841304	12/4/2019	1,556.09	0.00	01/22/2020				False	0
100-711-052026 Equipment Fund Charges					MONTHLY LEASE FORD RANG				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	FBN3841304 Total:	1,556.09							
	ENTERPRISE FM TRUST	1,556.09							
ERSKINE LAW PRACTICE LLC									
011522									
01232020	1/23/2020	3,820.00	0.00	01/22/2020				False	0
	100-704-052019 Professional Services			1/2-1/13					
	01232020 Total:	3,820.00							
	ERSKINE LAW PRACTIC	3,820.00							
INEXPENSIVE TREE CARE									
016160									
9442	1/13/2020	850.00	0.00	01/22/2020				False	0
	205-000-052019 Professional Services			CULVERT TREE REMOVAL WHITETAIL					
	9442 Total:	850.00							
	INEXPENSIVE TREE CA	850.00							
INGRAM LIBRARY SERVICES, INC.									
016240									
43344568	12/31/2019	10.61	0.00	01/22/2020				False	0
	100-000-021300 Library Replacement Fines			BOOKS 20C7921					
	43344568 Total:	10.61							
43344569	12/31/2019	124.20	0.00	01/22/2020				False	0
	100-706-052033 Printed Materials			BOOKS 20C7921					
	43344569 Total:	124.20							
43344570	12/31/2019	67.04	0.00	01/22/2020				False	0
	100-706-052033 Printed Materials			BOOKS 20C7921					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	43344570 Total:	67.04							
43452025	1/8/2020	38.06	0.00	01/22/2020				False	0
100-000-021300	Library Replacement Fines			BOOKS 20C7921					
	43452025 Total:	38.06							
43452026	1/8/2020	24.68	0.00	01/22/2020				False	0
100-706-052033	Printed Materials			BOOKS 20C7921					
	43452026 Total:	24.68							
43452027	1/8/2020	19.77	0.00	01/22/2020				False	0
100-706-052033	Printed Materials			BOOKS 20C7921					
	43452027 Total:	19.77							
43452028	1/8/2020	244.41	0.00	01/22/2020				False	0
100-706-052033	Printed Materials			BOOKS 20C7921					
	43452028 Total:	244.41							
43452029	1/8/2020	17.14	0.00	01/22/2020				False	0
100-706-052033	Printed Materials			BOOKS 20C7921					
	43452029 Total:	17.14							
43480776	1/10/2020	11.31	0.00	01/22/2020				False	0
100-000-021300	Library Replacement Fines			BOOKS 20C7921					
	43480776 Total:	11.31							
43480777	1/10/2020	24.46	0.00	01/22/2020				False	0
100-706-052033	Printed Materials			BOOKS 20C7921					
	43480777 Total:	24.46							
43480778	1/10/2020	158.82	0.00	01/22/2020				False	0
100-706-052033	Printed Materials			BOOKS 20C7921					
	43480778 Total:	158.82							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
43480779	1/10/2020	20.42	0.00	01/22/2020				False	0
100-000-021300	Library Replacement Fines			BOOKS 20C7921					
	43480779 Total:	20.42							
43480780	1/10/2020	21.84	0.00	01/22/2020				False	0
100-706-052033	Printed Materials			BOOKS 20C7921					
	43480780 Total:	21.84							
43480781	1/10/2020	80.93	0.00	01/22/2020				False	0
100-706-052033	Printed Materials			BOOKS 20C7921					
	43480781 Total:	80.93							
43480782	1/10/2020	11.68	0.00	01/22/2020				False	0
100-706-052033	Printed Materials			BOOKS 20C7921					
	43480782 Total:	11.68							
43536788	1/14/2020	52.16	0.00	01/22/2020				False	0
100-706-052033	Printed Materials			BOOKS 20C7921					
	43536788 Total:	52.16							
43536789	1/14/2020	346.02	0.00	01/22/2020				False	0
100-706-052033	Printed Materials			BOOKS 20C7921					
	43536789 Total:	346.02							
	INGRAM LIBRARY SERV	1,273.55							
INTIME SERVICES INC									
016061									
10157	12/31/2019	2,280.00	0.00	01/22/2020				False	0
100-705-052019	Professional Services			12 MONTH SERVICE POLICE TIMECARD SYSTEM					
	10157 Total:	2,280.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		2,280.00							
INTIME SERVICES INC T									
KENNEDY/JENKS CONSULTANTS INC									
017440									
01212020	1/21/2020	65.00	0.00	01/22/2020				False	0
100-000-035002 Business Licenses				OVERPAYMENT OF 2020 BUS LIC 04376					
	01212020 Total:	65.00							
	KENNEDY/JENKS CONS	65.00							
KIWANIS CLUB OF ST. HELENS, C/O DON PATTERSON									
017590									
01232020	1/23/2020	7,000.00	0.00	01/22/2020				False	0
201-000-052058 Events - Holloween				STAFFING FOR EVENTS					
	01232020 Total:	7,000.00							
	KIWANIS CLUB OF ST. H	7,000.00							
KJ SECURITY SOLUTIONS & LOCKSMITH, LLC									
KJSECUR									
0003375	1/6/2020	420.00	0.00	01/22/2020				False	0
100-705-052023 Facility Maintenance				TRILOGY LOCK / SERVICE CHARGE					
	0003375 Total:	420.00							
	KJ SECURITY SOLUTIO	420.00							
LAWRENCE OIL CO.									
018030									
019001-2001501	1/15/2020	1,122.88	0.00	01/22/2020				False	0
703-734-052022 Fuel / Oil				247748					
019001-2001501	1/15/2020	30.27	0.00	01/22/2020				False	0
100-715-052022 Fuel/Oil				247749					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
019001-2001501	1/15/2020	23.44	0.00	01/22/2020				False	0
703-734-052022 Fuel / Oil				247750					
019001-2001501	1/15/2020	19.73	0.00	01/22/2020				False	0
601-732-052022 Fuel / Oil				247752					
019001-2001501 Total:		1,196.32							
LAWRENCE OIL CO. Tot		1,196.32							
LUCY HEIL ATTORNEY AT LAW									
9585									
12052019	1/21/2020	1,300.00	0.00	01/22/2020				False	0
100-704-052019 Professional Services				STEVENS FULTZ CULLEN TERRY BEARD BARTLET					
12052019 Total:		1,300.00							
LUCY HEIL ATTORNEY		1,300.00							
MACKENZIE									
3114									
1065008	1/13/2020	779.24	0.00	01/22/2020				False	0
704-000-053024 Capital Outlay - PD Station				POLICE NEEDS ASSESSMENT					
1065008 Total:		779.24							
MACKENZIE Total:		779.24							
MASONIC BUILDING LLC, C/O ELLIOT MICHAEL									
012950									
1	1/15/2020	3,000.00	0.00	01/22/2020				False	0
201-000-052059 Events - General				JAN -2020 LEASE PAYMENT					
1 Total:		3,000.00							
MASONIC BUILDING LL		3,000.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
METRO PLANNING INC.									
020291									
5004	1/23/2020	225.00	0.00	01/22/2020				False	0
100-710-052006				Computer Maintenance	WEB GIS HOSTING JAN / DEC				
5004	1/23/2020	75.00	0.00	01/22/2020				False	0
703-733-052026				Equipment Fund Charges	WEB GIS HOSTING JAN / DEC				
	5004 Total:	300.00							
	METRO PLANNING INC	300.00							
METROPRESORT									
020292									
IN619105	1/9/2020	3,718.55	0.00	01/22/2020				False	0
100-707-052019				Professional Services	UB BILL PRINTING				
	IN619105 Total:	3,718.55							
	METROPRESORT Total:	3,718.55							
MIDWEST TAPE									
020427									
98299675	1/16/2020	-54.16	0.00	01/22/2020				False	0
100-706-052035				Audio Materials	DVD				
	98299675 Total:	-54.16							
98424329	1/2/2020	10.82	0.00	01/22/2020				False	0
100-000-021300				Library Replacement Fines	ACD				
	98424329 Total:	10.82							
98449104	1/16/2020	53.81	0.00	01/22/2020				False	0
100-706-052035				Audio Materials	ADB				
98449104	1/16/2020	48.41	0.00	01/22/2020				False	0
100-706-052034				Visual Materials	DVD				



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	98449104 Total:	102.22							
98480161	1/16/2020	409.34	0.00	01/22/2020				False	0
100-706-052034	Visual Materials			DVD					
	98480161 Total:	409.34							
	MIDWEST TAPE Total:	468.22							
MOORE, AMY									
77777									
1	1/23/2020	130.00	0.00	01/22/2020				False	0
100-709-052019	Professional Services			REFUND FOR BASKETBALL PAYMENT					
	1 Total:	130.00							
	MOORE, AMY Total:	130.00							
NATIONAL BUSINESS FURNITURE									
020832									
MK536609	1/16/2020	6,079.66	0.00	01/22/2020				False	0
704-000-053018	Capital Outlay - City Hall			COURT UB UTIL RECOUNTER					
	MK536609 Total:	6,079.66							
	NATIONAL BUSINESS F	6,079.66							
NORTHWEST NATURAL GAS									
021400									
01152020	1/15/2020	7.99	0.00	01/22/2020				False	0
603-737-052003	Utilities			7720					
01152020	1/15/2020	7.99	0.00	01/22/2020				False	0
603-736-052003	Utilities			7720					
01152020	1/15/2020	1,553.89	0.00	01/22/2020				False	0
601-732-052003	Utilities			2942					
01152020	1/15/2020	158.92	0.00	01/22/2020				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-715-052003 Utilities				5285					
01152020	1/15/2020	200.50	0.00	01/22/2020				False	0
100-715-052003 Utilities				2848					
01152020	1/15/2020	23.37	0.00	01/22/2020				False	0
100-708-052003 Utilities				8563					
01152020	1/15/2020	770.13	0.00	01/22/2020				False	0
100-706-052003 Utilities				7673					
01152020	1/15/2020	120.47	0.00	01/22/2020				False	0
603-736-052003 Utilities				5750					
01152020	1/15/2020	120.47	0.00	01/22/2020				False	0
603-737-052003 Utilities				5750					
01152020	1/15/2020	241.67	0.00	01/22/2020				False	0
100-705-052003 Utilities				5638					
01152020	1/15/2020	60.96	0.00	01/22/2020				False	0
100-708-052003 Utilities				3047					
01152020	1/15/2020	140.62	0.00	01/22/2020				False	0
703-734-052003 Utilities				8675					
01152020	1/15/2020	308.06	0.00	01/22/2020				False	0
100-709-052003 Utilities				0109					
	01152020 Total:	3,715.04							
	NORTHWEST NATURAL	3,715.04							
OPUS INTERACTIVE									
021979									
19249	1/16/2020	60.00	0.00	01/22/2020				False	0
702-000-052019 Professional Services				ACCT 241 DNS HOSTING					
	19249 Total:	60.00							
	OPUS INTERACTIVE To	60.00							
OREGON DEQ, BUSINESS OFFICE									
02200									
WQ0DOM-0918	12/5/2019	16,206.00	0.00	01/22/2020				False	0
603-737-052066 Permit Fees				FEES OAR 340-0045-0070 AND 0075 FILE 84069					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	WQ0DOM-0918 Total:	16,206.00							
	OREGON DEQ, BUSINES	16,206.00							
ORKIN									
ORKIN									
195481369	12/11/2019	850.00	0.00	01/22/2020				False	0
100-709-052023	Facility Maintenance			PEST CONTROL REC CENTER					
	195481369 Total:	850.00							
	ORKIN Total:	850.00							
PAULSON PRINTING									
025300									
D3724	12/31/2019	28.00	0.00	01/22/2020				False	0
100-705-052004	Office Supplies			BUS CARDS KING					
	D3724 Total:	28.00							
	PAULSON PRINTING To	28.00							
PETTY CASH LIBRARY JAMIE EDWARDS									
018754									
1102020	1/22/2020	18.80	0.00	01/22/2020				False	0
100-000-021300	Library Replacement Fines			PETTY CASH					
1102020	1/22/2020	25.95	0.00	01/22/2020				False	0
100-000-021300	Library Replacement Fines			PETTY CASH					
1102020	1/22/2020	24.24	0.00	01/22/2020				False	0
100-706-052028	Projects & Programs			PETTY CASH					
	1102020 Total:	68.99							
	PETTY CASH LIBRARY	68.99							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
PONTIUS, DEBORAH									
PON									
011012020	1/10/2020	94.26	0.00	01/22/2020				False	0
601-000-037004	Miscellaneous - General			PREM MAN PROFESSIONALS OVERPAID ON CUST A					
	011012020 Total:	94.26							
	PONTIUS, DEBORAH To	94.26							
PORTLAND GENERAL ELECTRIC									
025702									
JAN 2020	1/22/2020	41.41	0.00	01/22/2020				False	0
202-722-052003	Utilities			4854421000					
JAN 2020	1/22/2020	45.09	0.00	01/22/2020				False	0
202-722-052003	Utilities			1650931000					
JAN 2020	1/22/2020	304.91	0.00	01/22/2020				False	0
100-709-052003	Utilities			0153585940					
	JAN 2020 Total:	391.41							
	PORTLAND GENERAL E	391.41							
QUILL CORP.									
026700									
2438076	11/21/2019	208.93	0.00	01/22/2020				False	0
100-715-052004	Office Supplies			OFFICE SUPPLIES					
	2438076 Total:	208.93							
2859462	11/21/2019	158.97	0.00	01/22/2020				False	0
100-711-052004	Office Supplies			OFFICE SUPPLIES BUILDING DEPT					
	2859462 Total:	158.97							
	QUILL CORP. Total:	367.90							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
RADLER WHITE PARKS & ALEXANDER LLP									
02600									
22550	12/31/2019	585.00	0.00	01/22/2020				False	0
202-721-052019	Professional Services			ACSP TRANSACTION					
	22550 Total:	585.00							
22551	12/31/2019	800.00	0.00	01/22/2020				False	0
202-721-052019	Professional Services			ACSP TRANSACTION					
	22551 Total:	800.00							
	RADLER WHITE PARKS	1,385.00							
RICOH USA, INC.									
027294									
103151264	1/3/2020	177.56	0.00	01/22/2020				False	0
100-705-052023	Facility Maintenance			1496666-3356313					
	103151264 Total:	177.56							
	RICOH USA, INC. Total:	177.56							
ROGERS MACHINERY COMPANY, INC									
027589									
1205100	1/7/2020	1,678.75	0.00	01/22/2020				False	0
601-732-052001	Operating Supplies			SERVICE WFF					
	1205100 Total:	1,678.75							
	ROGERS MACHINERY C	1,678.75							
SCAPPOOSE SAND & GRAVEL									
030050									
T40927	12/17/2019	444.10	0.00	01/22/2020				False	0
703-734-052001	Operating Supplies			SAND					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	T40927 Total:	444.10							
T40951	12/18/2019	312.66	0.00	01/22/2020				False	0
703-734-052001	Operating Supplies			SAND					
	T40951 Total:	312.66							
	SCAPPOOSE SAND & GR	756.76							
SECURE PACIFIC CORPORATION									
001384									
246145	1/15/2020	190.00	0.00	01/22/2020				False	0
100-706-052023	Facility Maintenance			SERVICE CALL TROUBLE CONDITION LIB					
	246145 Total:	190.00							
	SECURE PACIFIC CORP	190.00							
SOLUTIONS YES									
013581									
INV222461	1/10/2020	31.13	0.00	01/22/2020				False	0
100-715-052005	Small Equipment			PRINTING CHARGES CONTRACT					
	INV222461 Total:	31.13							
INV222721	1/13/2020	54.98	0.00	01/22/2020				False	0
100-715-052005	Small Equipment			PRINTING CHARGES CONTRACT					
	INV222721 Total:	54.98							
	SOLUTIONS YES Total:	86.11							
SONSRAY MACHINERY LLC									
031592									
P32640-10	1/8/2020	476.95	0.00	01/22/2020				False	0
701-000-052001	Operating Supplies			KNIFE / NUT KNIFE					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	P32640-10 Total:	476.95							
P32743-10	1/15/2020	32.13	0.00	01/22/2020				False	0
701-000-052001	Operating Supplies			NUT KNF					
	P32743-10 Total:	32.13							
	SONSRAY MACHINERY	509.08							
STAPLES BUSINESS CREDIT									
031983									
1627166530	12/25/2019	1,084.57	0.00	01/22/2020				False	0
100-715-052004	Office Supplies			OFFICE SUPPLIES CITY HALL					
1627166530	12/25/2019	118.14	0.00	01/22/2020				False	0
603-736-052004	Office Supplies			OFFICE SUPPLIES					
	1627166530 Total:	1,202.71							
	STAPLES BUSINESS CR	1,202.71							
SUPERIOR TIRE SERVICES									
032774									
6519495	1/20/2020	521.60	0.00	01/22/2020				False	0
701-000-052001	Operating Supplies			TIRES					
	6519495 Total:	521.60							
	SUPERIOR TIRE SERVIC	521.60							
THE LAW OFFICE OF JOSEPH D ROOT									
47741									
1194	1/13/2020	200.00	0.00	01/22/2020				False	0
100-704-052019	Professional Services			MEGAN LITTLE					
	1194 Total:	200.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
1195	1/13/2020	200.00	0.00	01/22/2020				False	0
100-704-052019 Professional Services				JOSHUA BAIR					
	1195 Total:	200.00							
1196	1/13/2020	200.00	0.00	01/22/2020				False	0
100-704-052019 Professional Services				S CANTERA					
	1196 Total:	200.00							
1197	1/13/2020	200.00	0.00	01/22/2020				False	0
100-704-052019 Professional Services				LAURENCE FRANE					
	1197 Total:	200.00							
1198	1/13/2020	200.00	0.00	01/22/2020				False	0
100-704-052019 Professional Services				M REYNOLDS					
	1198 Total:	200.00							
	THE LAW OFFICE OF JO	1,000.00							
TOPAZ, STEPHEN S.TOPAZ									
01212020	1/21/2020	135.72	0.00	01/22/2020				False	0
100-703-052018 Professional Development				OCT - DEC 2019 MILEAGE					
	01212020 Total:	135.72							
	TOPAZ, STEPHEN Total:	135.72							
TROTTER & MORTON - LONGVIEW 033013									
76508	1/1/2020	239.50	0.00	01/22/2020				False	0
703-734-052023 Facility Maintenance				C10245					
	76508 Total:	239.50							
76567	1/1/2020	2,048.85	0.00	01/22/2020				False	0



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-706-052023 Facility Maintenance 76567	1/1/2020	1,365.90	0.00	01/22/2020	G10115 60% LIBRARY			False	0
704-000-052028 Projects & Programs					G10115 40% OF TOTAL COST LIBRARY				
76567 Total:		3,414.75							
TROTTER & MORTON -		3,654.25							
TVW INC 033827									
0039828-IN	1/9/2020	1,767.78	0.00	01/22/2020	JANITORIAL SERVICE			False	0
100-715-052023 Facility Maintenance									
0039828-IN Total:		1,767.78							
0039829-IN	1/9/2020	1,521.19	0.00	01/22/2020	JANITORIAL SERVICE			False	0
100-706-052023 Facility Maintenance									
0039829-IN Total:		1,521.19							
0039830-IN	1/9/2020	810.38	0.00	01/22/2020	JANITORIAL SERVICE			False	0
100-705-052023 Facility Maintenance									
0039830-IN Total:		810.38							
0039831-IN	1/9/2020	123.19	0.00	01/22/2020	JANITORIAL SERVICE			False	0
100-709-052023 Facility Maintenance									
0039831-IN Total:		123.19							
TVW INC Total:		4,222.54							
TYLER TECHNOLOGIES INC 452112									
025-283839	12/31/2019	500.00	0.00	01/22/2020	COURT INCODE			False	0
702-000-052006 Computer Maintenance									
025-283839 Total:		500.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		500.00							
TYLER TECHNOLOGIES									
UNITED FIRE,HEALTH, & SAFETY 034285									
17908556	1/13/2020	875.85	0.00	01/22/2020				False	0
601-732-052023 Facility Maintenance				ALARM INSPECTION AND TESTING WFF					
	17908556 Total:	875.85							
17908558	1/13/2020	314.50	0.00	01/22/2020				False	0
703-734-052019 Professional Services				ALARM INSPECTION AND TESTING PW					
	17908558 Total:	314.50							
18008948	1/13/2020	314.50	0.00	01/22/2020				False	0
603-736-052019 Professional Services				ALARM INSPECTION AND TESTING WWTP					
	18008948 Total:	314.50							
UNITED FIRE,HEALTH,		1,504.85							
VERIZON WIRELESS 000720									
9845304487	1/1/2020	170.06	0.00	01/22/2020				False	0
702-000-052010 Telephone				242060134-0001					
	9845304487 Total:	170.06							
VERIZON WIRELESS To		170.06							
WESTERN COLLECTION BUREAU INC 21111									
18315	1/2/2020	3.20	0.00	01/22/2020				False	0
100-706-052019 Professional Services				SERVICES DUE LIBRARY					
	18315 Total:	3.20							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			

		3.20			WESTERN COLLECTION				
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		135,152.21			Report Total:				
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# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 01/30/2020 - 10:32AM  
 Batch: 00008.01.2020 - AP 1.30..20 FY 19-20



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
A+ ENGRAVING LLC									
45875									
1111	1/21/2020	45.00	0.00	01/30/2020				False	0
100-702-052028 Projects & Programs					BLACK PLAQUE BLACK GOLD PLATE				
1111 Total:		45.00							
A+ ENGRAVING LLC To		45.00							
ADVANCED ELECTRICAL TECHNOLOGIES									
000693									
210697	1/14/2020	243.00	0.00	01/30/2020				False	0
603-736-052001 Operating Supplies					WWTP ELECTRICAL WORK				
210697	1/14/2020	243.00	0.00	01/30/2020				False	0
603-737-052001 Operating Supplies					WWTP ELECTRICAL WORK				
210697 Total:		486.00							
ADVANCED ELECTRICA		486.00							
AKS ENGINEERING & FORESTRY									
001128									
6486-10	1/20/2020	492.50	0.00	01/30/2020				False	0
202-724-052019 Professional Services					SURVEY PLAT				
6486-10 Total:		492.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		492.50							
AKS ENGINEERING & F									
AMERICAN EXTERMINATION AMERICAN									
146453	1/15/2020	116.00	0.00	01/30/2020				False	0
100-715-052023 Facility Maintenance				SR CENTER REMOVAL OF M/R BODIES					
		116.00							
146453 Total:		116.00							
		116.00							
AMERICAN EXTERMIN									
BULLARD LAW 004880									
42033	1/21/2020	346.50	0.00	01/30/2020				False	0
100-705-052019 Professional Services				GENRAL LABOR					
		346.50							
42033 Total:		346.50							
		346.50							
BULLARD LAW Total:		346.50							
CENTERLOGIC, INC. 011595									
56125	12/3/2019	1,802.50	0.00	01/30/2020				False	0
702-000-052006 Computer Maintenance				AGREEMENT ESSENTIAL MSP SONICWALL FAAS					
		1,802.50							
56125 Total:		1,802.50							
		1,802.50							
CENTERLOGIC, INC. To		1,802.50							
CENTURY LINK 034002									
01172020	1/17/2020	40.71	0.00	01/30/2020				False	0
702-000-052010 Telephone				025					
01172020	1/17/2020	40.71	0.00	01/30/2020				False	0
702-000-052010 Telephone				369					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	01172020 Total:	81.42							
	CENTURY LINK Total:	81.42							
CENTURY LINK- ACCESS BILLING									
034004									
01302020	1/30/2020	164.44	0.00	01/30/2020				False	0
	702-000-052010 Telephone			01S3					
	01302020 Total:	164.44							
	CENTURY LINK- ACCES	164.44							
CITY OF KALAMA									
8461									
01-18-2020	1/18/2020	3,457.00	0.00	01/30/2020				False	0
	601-000-053006 Water Meter Replacement			TWO DOOR DUCTILE STEEL HATCH					
	01-18-2020 Total:	3,457.00							
	CITY OF KALAMA Total:	3,457.00							
COLUMBIA COUNTY CLERK									
007500									
01272020	1/27/2020	152.00	0.00	01/30/2020				False	0
	603-735-052019 Professional Services			SATISFACTION OF LID LIEN DAHLGREN 58349 &583.					
	01272020 Total:	152.00							
	COLUMBIA COUNTY CL	152.00							
COLUMBIA RIVER RECEPTIONS & EVENTS									
008379									
01292020	1/29/2020	300.00	0.00	01/30/2020				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
202-721-052019 Professional Services				RENTAL FEE SOUTH COUNTY LEADERSHIP COLLAI					
	01292020 Total:	300.00							
	COLUMBIA RIVER REC	300.00							
COMCAST									
COMCAST									
01142020	1/14/2020	94.85	0.00	01/30/2020				False	0
702-000-052003 Utilities				9228					
	01142020 Total:	94.85							
	COMCAST Total:	94.85							
COMMUNITY ACTION TEAM, INC.									
008603									
01272020	1/27/2020	6,680.00	0.00	01/30/2020				False	0
203-717-052028 Projects & Programs				TRANSITIONAL HOUSEING PAYMENT					
	01272020 Total:	6,680.00							
	COMMUNITY ACTION T	6,680.00							
EAGLE STAR ROCK PRODUCTS, INC.									
010970									
37246	12/30/2019	247.71	0.00	01/30/2020				False	0
601-731-052001 Operating Supplies				ROCK					
	37246 Total:	247.71							
37251	12/31/2019	137.45	0.00	01/30/2020				False	0
601-731-052001 Operating Supplies				ROCK S 4TH ST WATER					
	37251 Total:	137.45							
37262	1/3/2020	295.29	0.00	01/30/2020				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
601-731-052001 Operating Supplies				ROCK RIVER					
37262 Total:		295.29							
37271	1/7/2020	266.31	0.00	01/30/2020				False	0
100-708-052001 Operating Supplies				ROCK PARKS					
37271 Total:		266.31							
37277	1/8/2020	273.66	0.00	01/30/2020				False	0
100-708-052001 Operating Supplies				ROCK PARKS					
37277 Total:		273.66							
37290	1/10/2020	367.22	0.00	01/30/2020				False	0
100-708-052001 Operating Supplies				ROCK PARKS					
37290 Total:		367.22							
37318	1/16/2020	282.24	0.00	01/30/2020				False	0
605-000-052001 Operating Supplies				ROCK WYETH STREET					
37318 Total:		282.24							
EAGLE STAR ROCK PRO		1,869.88							
EJ USA, INC 254896									
110200003035	1/15/2020	1,208.27	0.00	01/30/2020				False	0
601-000-053006 Water Meter Replacement				VLV VAULT					
110200003035 Total:		1,208.27							
EJ USA, INC Total:		1,208.27							
HANSON, ANNA HANSON.A									
1	1/27/2020	85.00	0.00	01/30/2020				False	0
100-709-052019 Professional Services				REFUND BASKETBALL					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	1 Total:	85.00							
	HANSON, ANNA Total:	85.00							
HASA INC 014771 670335	1/23/2020	5,038.11	0.00	01/30/2020				False	0
603-736-052083 Chemicals				MULTI CHLOR BULK					
	670335 Total:	5,038.11							
	HASA INC Total:	5,038.11							
LANTAFF, CHRIS LAN	1/27/2020	80.00	0.00	01/30/2020				False	0
1 100-709-052019 Professional Services				BASKETBALL REFUND					
	1 Total:	80.00							
	LANTAFF, CHRIS Total:	80.00							
LOWER COLUMBIA ENGINEERING 019150 5859	1/20/2020	7,603.88	0.00	01/30/2020				False	0
202-721-052050 Community Wide Assessment				ENGINEERING SERVICES COL PAC FOOD BANK					
	5859 Total:	7,603.88							
	LOWER COLUMBIA ENG	7,603.88							
MUNICIPAL CODE CORPORATION 0206899 00338691	1/15/2020	80.00	0.00	01/30/2020				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
702-000-052006 Computer Maintenance					ANNUAL WEBSITE HOSTING MAINTENANCE SUPPC				
00338691 Total:		80.00							
MUNICIPAL CODE COR		80.00							
OCPDA									
021708									
01302020	1/30/2020	85.00	0.00	01/30/2020				False	0
100-710-052013 Memberships					ANNUAL MEMBERSHIP DUES				
01302020 Total:		85.00							
OCPDA Total:		85.00							
PACIFIC POWER GROUP LLC									
022419									
482837-00	1/27/2020	1,560.00	0.00	01/30/2020				False	0
703-734-052019 Professional Services					LOAD BANK TEST SYSTEM INSPECTION 8 GENERAI				
482837-00	1/27/2020	3,325.00	0.00	01/30/2020				False	0
603-738-052019 Professional Services					LOAD BANK TEST SYSTEM INSPECTION 8 GENERAI				
482837-00	1/27/2020	665.00	0.00	01/30/2020				False	0
601-732-052019 Professional Services					LOAD BANK TEST SYSTEM INSPECTION 8 GENERAI				
482837-00 Total:		5,550.00							
PACIFIC POWER GROUP		5,550.00							
PEAK ELECTRIC GROUP, LLC									
PEAK.ELE									
1319923	12/4/2019	1,880.00	0.00	01/30/2020				False	0
704-000-053018 Capital Outlay - City Hall					CITY HALL RENO UB / COURT REMODEL ELECTRIC				
1319923 Total:		1,880.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		1,880.00							
RODNEY H. GRAFE ATTORNEY AT LAW 45332									
012020	1/13/2020	825.00	0.00	01/30/2020	PRO TEM MUNICIPAL JUDGE			False	0
100-704-052019 Professional Services									
	012020 Total:	825.00							
	RODNEY H. GRAFE ATT	825.00							
SECURE PACIFIC CORPORATION 001384									
246343	1/23/2020	83.12	0.00	01/30/2020	SERVICE WWTP			False	0
603-736-052023 Facility Maintenance									
246343	1/23/2020	83.13	0.00	01/30/2020	SERVICE WWTP			False	0
603-737-052023 Facility Maintenance									
	246343 Total:	166.25							
	SECURE PACIFIC CORP	166.25							
SOLUTIONS YES 013581									
INV223634	1/21/2020	292.31	0.00	01/30/2020	COPIES			False	0
100-715-052005 Small Equipment									
	INV223634 Total:	292.31							
	SOLUTIONS YES Total:	292.31							
THE LAW OFFICE OF JOSEPH D ROOT 47741									
1202	1/28/2020	125.00	0.00	01/30/2020	LISA JONES			False	0
100-704-052019 Professional Services									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	1202 Total:	125.00							
	THE LAW OFFICE OF JO	125.00							
TIAA COMMERCIAL FINANCE INC									
03521									
6887739	1/21/2020	150.00	0.00	01/30/2020				False	0
	100-715-052021 Equipment Maintenance				CONTRACT PAYMENT 41452028				
	6887739 Total:	150.00							
	TIAA COMMERCIAL FIN	150.00							
TYLER TECHNOLOGIES INC									
452112									
025-283342	12/31/2019	5,260.00	0.00	01/30/2020				False	0
	702-000-052006 Computer Maintenance				UB INSITE TRAN FEE				
	025-283342 Total:	5,260.00							
025-283560	12/31/2019	5,931.44	0.00	01/30/2020				False	0
	702-000-052006 Computer Maintenance				FINANCIAL MANAGEMENT LISA TURNER				
	025-283560 Total:	5,931.44							
	TYLER TECHNOLOGIES	11,191.44							
U.S. BANK EQUIPMENT FINANCE									
033955									
404786923	1/15/2020	150.00	0.00	01/30/2020				False	0
	100-715-052021 Equipment Maintenance				CONTRACT PAYMENT				
	404786923 Total:	150.00							
405003716	1/15/2020	99.00	0.00	01/30/2020				False	0
	100-715-052021 Equipment Maintenance				CONTRACT PAYMENT				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	405003716 Total:	99.00							
	U.S. BANK EQUIPMENT	249.00							
UPDIKE, MICHAEL									
754331									
1	1/29/2020	200.00	0.00	01/30/2020	REFEREE CLINIC			False	0
100-709-052019 Professional Services									
	1 Total:	200.00							
	UPDIKE, MICHAEL Total	200.00							
VERNON, VICKI R.									
034920									
E. SNIDER	5/30/2019	368.00	0.00	01/30/2020	ELIZABETH SNIDER 5/23-2018-5/30-2019			False	0
100-704-052019 Professional Services									
	E. SNIDER Total:	368.00							
	VERNON, VICKI R. Total	368.00							
WARD, DAVID									
8741									
01292020	1/29/2020	209.96	0.00	01/30/2020	BASKETBALLS			False	0
100-709-052019 Professional Services									
	01292020 Total:	209.96							
	WARD, DAVID Total:	209.96							
WILCOX & FLEGEL									
037003									
0458782-IN	1/6/2020	62.25	0.00	01/30/2020				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
701-000-052001	Operating Supplies			MOBILFLUID					
	0458782-IN Total:	62.25							
0461897-IN	1/15/2020	1,647.25	0.00	01/30/2020				False	0
100-708-052022	Fuel / Oil			FUEL					
	0461897-IN Total:	1,647.25							
0462290-IN	1/16/2020	139.36	0.00	01/30/2020				False	0
202-722-052023	Facility Maintenance			FUEL					
	0462290-IN Total:	139.36							
	WILCOX & FLEGEL Tota	1,848.86							
	Report Total:	53,324.17							