



# SCAPPOOSE

Oregon

Tuesday, February 17, 2026  
City Council Meeting Agenda  
Regular Meeting 7:00pm  
Council Chambers  
33568 East Columbia Avenue  
Scappoose, Oregon 97056

ITEM AGENDA TOPIC	Action
Call to Order	
Pledge of Allegiance	
Roll Call	
Approval of the Agenda	
<b>Public Comment ~ Items not on the agenda</b> Please sign a speaker request form and turn it in to the City Recorder along with any written testimony	
<b>1. Consent Agenda ~ January 20, 2026 City Council meeting minutes; February 7, 2026 City Council Retreat minutes; and Bid Criteria Authorization – Design-Build Services Veterans Park Inclusive Playground</b>	
<b>Old Business</b>	
<b>2. Ordinance No. 925: An Ordinance Amending Title 3 &amp; 13 of the Scappoose Municipal Code to add Chapter 13.36, Utility Use of Public Rights-of-Way, and to Amend Chapter 3.08, Public Utility Taxes</b>	<b>Second Reading/Approval</b>
City Manager Benjamin Burgener; and Nancy Werner, Bradley Werner, LLC (Franchise Legal Counsel)	
<b>3. Resolution No. 26-01: A Resolution Amending the Fees and Charges for the City of Scappoose Adopted by Resolution No. 25-10</b>	<b>Public Hearing/Approval</b>
City Manager Benjamin Burgener	
<b>New Business</b>	
<b>4. Ordinance No. 926: An Ordinance Relating to Solid Waste Management and Collection Within the City of Scappoose and Granting an Exclusive Franchise to Waste Management of Oregon, Inc. Therefore; Defining the Terms Thereof; Repealing All Ordinances or Parts of Ordinances in Conflict Herewith; Declaring an Emergency</b>	
City Manager Benjamin Burgener	<b>Public Hearing/First Reading/Second Reading/Approval</b>

And

**5. Resolution No. 26-02: A Resolution Establishing the Rate Schedule and Franchise Fees for Solid Waste Management And Collection Services In The City**  
City Manager Benjamin Burgener Public Hearing/Approval

**6. ColPac's Regional Economic Development Programs**  
Jacquie Puett

**7. Whoville Recap**  
Janet Williams

**8. Resolution 26-03: A Resolution in Support of Measure 6-Pending, A Measure Brought by the Elected Board of the Scappoose Public Library for a 5-Year Option Tax Levy** Approval  
Mayor Joseph A. Backus

**9. 2026 City Council Liaisons**  
Mayor Backus

**10. ROI/BRE Grant** Approval  
City Manager Benjamin Burgener

**11. GRO Subgrant Agreement** Approval  
City Manager Benjamin Burgener

**12. Cancel March 2, 2026 City Council Meeting** Approval

**13. Calendar**

**14. Updates: City Manager; Police Chief; Councilors; and Mayor**  
(This tab includes Department reports)

**Adjournment** Please note: If you would like to speak with City staff about a particular agenda item, please call City Hall at 503-543-7146, no later than 3:00 pm on the day of the meeting.



# SCAPPOOSE

Oregon

Tuesday, January 20, 2026  
 City Council meeting minutes  
 Regular Meeting 7:00pm  
 Council Chambers  
 33568 East Columbia Avenue  
 Scappoose, Oregon 97056

Disclaimer: These minutes are intended to summarize the conversations that took place in this meeting rather than provide a full transcript. Anyone wishing to view the full conversation can find a recording of this meeting on YouTube at [www.youtube.com/watch?v=kPl37Sy542c](https://www.youtube.com/watch?v=kPl37Sy542c).

### Call to Order

Mayor Backus called the January 20, 2026 City Council meeting to order at 7:00pm.

### Pledge of Allegiance

### Roll Call

Joseph A. Backus	Mayor	Benjamin Burgener	City Manager
Tyler Miller	Council President	Chris Fluellen	Police Chief
Jeannet Santiago	Councilor	Dave Sukau	Public Works Director
Kim Holmes	Councilor	Susan M. Reeves	City Recorder/HR
Joel Haugen	Councilor	N.J. Johnson	Assistant to City Manager/City Planner
Marty Marquis	Councilor		

**Excused:** Councilor John E. Riutta; and Student Representative Tyler Ferreira

**Remote:** Legal Counsel Nancy Werner (left at 8:06pm); Troy Gagliano Verizon's Gov Affairs person for Oregon (left at 8:06pm); and Alicia Heiges (arrived at 7:19pm and left at 7:24pm).

### Approval of the Agenda

Council President Miller would like to add a discussion about trees at the bottom of JP West.

Councilor Haugen moved, and Councilor Holmes seconded the motion to approve the agenda as amended. Motion Passed (6-0). Mayor Backus, aye; Council President Miller, aye; Councilor Santiago, aye; Councilor Holmes, aye; Councilor Haugen, aye; and Councilor Marquis, aye.

## Public Comment ~ Items not on the agenda

Alicia Heiges read her public comment submission (which is included below).

### Scappoose City Council – Public Comment Submission

**Submitted by:** Alicia Heiges, Resident of Scappoose, Oregon

**Date:** January 20, 2026

**To:** Mayor and City Council, City of Scappoose

**Re:** Written Public Comment – General Fund Overspending, Personnel Costs, Transparency, and Proposed Bonding

Mayor and Council Members,

My name is Alicia Heiges, and I am a resident of Scappoose.

I am submitting this written public comment regarding the General Fund, based on the City's December Fiscal Year 2025–2026 financial report included in tonight's City Council meeting packet.

That report shows that, partway through the fiscal year, the General Fund is already operating at a negative retained earnings position of approximately \$736,000. In other words, current expenditures are exceeding current revenues, and the difference is being covered by fund balance. This directly aligns with a concern raised by a councilor at the previous meeting, that the City appears to be over budget by roughly one million dollars year after year.

What is most concerning is not only the number itself, but the absence of a clear, on-the-record accounting.

When this question was raised publicly, the response was that the City Manager could explain it later, privately. That is not appropriate for General Fund finances. These are public dollars, and residents deserve to understand how they are being managed. Explanations for recurring operating shortfalls should be provided openly and on the record, not behind the scenes.

It is also important to clarify what this overspending is not attributable to.

The expense of newly hired police officers was already accounted for in the adopted budget. The Police Department's own activity report shows only a modest increase in calls for service, with several enforcement categories declining. Service volume does not explain persistent cost escalation.

Police nevertheless remain the single largest General Fund expense, which raises a related and unresolved transparency issue that directly affects budget oversight.



Last year, I submitted a public records request for employee and police employment contracts. The City provided several contracts but refused to release the employment contracts for Police Chief Fluellen and former Chief Lougal. No legal explanation was provided, and no exemption was cited that would justify withholding compensation agreements for public employees.

That selective refusal is concerning from a budgetary standpoint.

Chief Lougal had significantly more law-enforcement experience, yet the City has chosen not to allow the public to compare compensation structures between successive police chiefs. Without transparency, the public cannot evaluate whether compensation is reasonable, consistent, or aligned with experience and performance. I previously raised this issue during a City Council meeting and received no response.

This matters because personnel costs are ongoing obligations, not one-time expenses. If compensation includes enhanced pay, severance provisions, incentives, or special terms, those provisions represent long-term financial risk to the City, particularly if disciplinary or legal issues arise. Those risks ultimately fall on the General Fund and on taxpayers.

Planning and Community Development also represent a significant and growing General Fund expense, yet the activity described in the meeting packet reflects long-term planning and consultant-driven work that does not generate offsetting revenue. Together, police and planning account for the majority of General Fund operating costs, yet the City has not provided a clear, public explanation of where the recurring overage is occurring.

While property tax limitations are a known and longstanding constraint, they have been identified in City budgets for years and do not explain recurring operating overruns without a clear, public accounting of spending decisions.

Against this backdrop, the City has discussed proposing a bond and asking the community to contribute additional money to fill this gap.

I do not support asking the community for more money before the City demonstrates that it can manage its existing budget within its means. Bonds and levies should follow transparency, discipline, and accountability, not replace them. Asking residents to shoulder additional financial burden while recurring operating shortfalls remain unexplained, and while key compensation information is withheld, undermines public trust.

Budgets are not merely accounting documents, they are accountability documents. When operating shortfalls become recurring, explanations must occur in public, with enough clarity for residents and councilors alike to understand what is driving the gap before any request is made to taxpayers.

I am not asking for speculation. I am asking for basic fiscal accountability, including:

- Equal disclosure of employment contracts
- Clear justification for compensation levels
- A public, on-the-record explanation of recurring General Fund overruns
- Demonstrated budget discipline before any bond or levy is proposed to the community

Thank you.

Respectfully submitted,

Alicia Heiges  
Resident, Scappoose, Oregon

\*end of public comment\*

## **Consent Agenda January 5, 2026 City Council meeting minutes**

Councilor Holmes moved, and Council President Miller seconded the motion to approve the Consent Agenda January 5, 2026 City Council meeting minutes. Motion Passed (6-0). Mayor Backus, aye; Council President Miller, aye; Councilor Santiago, aye; Councilor Holmes, aye; Councilor Haugen, aye; and Councilor Marquis, aye.

### **Old Business**

#### **Ordinance No. 924: An Ordinance Approving Annexation of Property to the City of Scappoose, Amending the Zoning Map, and Minor Partition**

Mayor Backus explained at the last meeting they read Ordinance No. 924, there was a public hearing, and there was a first and a second to approve. He asked if there was any more discussion.

Councilor Santiago asked if the improvements to the sidewalks were going to be fully applicant funded.

Assistant to City Manager/City Planner N.J. Johnson replied they are.

Mayor Backus read the title for a second time ~ Ordinance No. 924: An Ordinance Approving Annexation of Property to the City of Scappoose, Amending the Zoning Map, and Minor Partition.

Motion Passed (5-0). Mayor Backus, aye; Councilor Santiago, aye; Councilor Holmes, aye; Councilor Haugen, aye; and Councilor Marquis, aye. Council President Miller abstained stating he knows the individuals involved.

### **New Business**

#### **Chapman Landing Disc Golf**

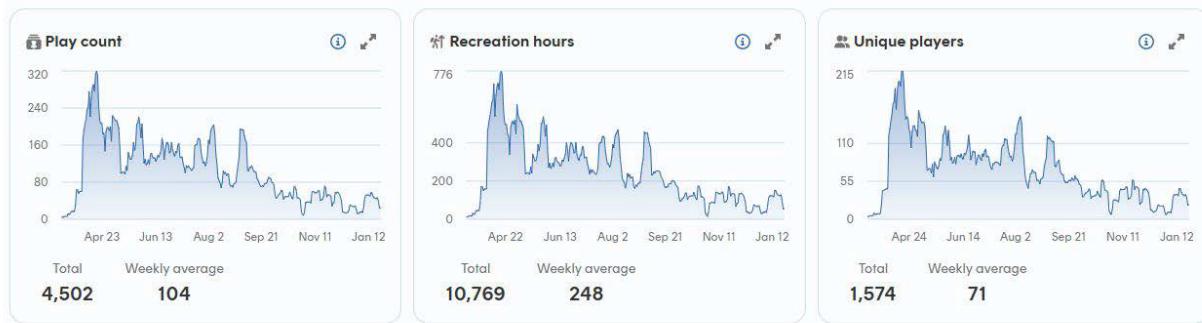
Public Works Director Dave Sukau went over the staff report. In 2019, the City of Scappoose took over ownership of Chapman Landing from Columbia County. Since then, the Scappoose Public Works Department has been working hard to clean up and improve the facility. When the City took ownership, the property was heavily overgrown with invasive vegetation and housed some homeless camps. Public Works crews have been working to remove brush and create open space with a nice tree canopy for people to hike and potentially launch kayaks from. It has also been a site the City Staff has identified as a potential disc golf course. Shortly after the City announced the successful LGGP Grant for the EJ Smith/Grabhorn parcel, I was contacted by Jesse Tomaino. Jesse explained his passion for disc golf and involvement in creating the course in Warren and that he would like to be involved in the design of the EJ Smith/Grabhorn course. After some discussion about that, I asked if he

had interest in looking at Chapman Landing to see how feasible he felt a course there would be and he agreed to. After walking the property, both Jesse and his colleague Joe Coulter, have designed the course that is attached to this presentation. We collectively believe that this is a course that is small, but presents enough challenge to encourage golfers from the area to come and play regularly. I also believe that this may draw players from outside the area, which helps the community with tourism. The Parks Fund budget identifies \$100,000.00 annually for City Park Improvements. Staff recommends using a portion of these funds to purchase the necessary supplies for the Public Works crew to construct removable baskets and throwing pads. City Staff is seeking Council's support of creating a disc golf facility at Chapman Landing

Jesse Tomaino & Joe Coulter, All Day Disc, went over the presentation.



## The Roots Impact



- The Course has been open since April 2025
- Udisc only accounts for about 30% of ALL disc golf players and rounds
- According to The Roots front desk, there have been over 10,000 rounds since opening 9 months ago
- The reception from the public has been overwhelmingly positive with XC meets, yoga classes, and school outings happening weekly.

# Easily Accessible for Everyone

- The Roots provides an opportunity for more advanced players to enjoy the sport but putting a beginner friendly course in the area will boost popularity and active disc golf participation in the area.
  - Shorter design allows beginners to play and watch skills grow
  - Family Friendly – this is a course that is for everyone, it will take less than 30 mins to play, and is short enough for families with small kids
  - Even though it is a beginner course, there is thoughtful design that makes it interesting for all disc golf skill levels.
- Cost Accessibility
  - All a person needs is one disc (\$15) and a park
  - It is easy for anyone to play

## Course Design



- Course stays away from the dike
- It helps get rid of invasive species
- Utilizes a part of the land that has gone unused for years.
- Partnering with local business to install the course as economically as possible
- Lots of opportunities for fundraising and local volunteerism.

## Responsible Land Management

- There is a PDGA initiative – “Throw Green”
  - Encourages golfers to be good stewards of the environment where we play.
- Disc golfers keep the area clean and maintained
- Volunteer days
  - Pull invasive species
  - Create walking trails
  - Build benches
  - Etc...



*We play in some incredible spaces!*

## Positive Recreation Impact

- Currently this park is used by walkers and fisher-folk
- This course could increase the number of patrons using the city park spaces significantly
- Provide after school activities for students

After further discussion the consensus of the Council is to move ahead with the disc golf course.

Mayor Backus and Council thanked Jesse & Joe.

### **Ordinance No. 925: An Ordinance Amending Title 3 & 13 of the Scappoose Municipal Code to add Chapter 13.36, Utility Use of Public Rights-of-Way, and to Amend Chapter 3.08, Public Utility Taxes**

City Manager Benjamin Burgener went over the staff report. The City currently allows use of the rights-of-way by utility providers through individually negotiated franchise agreements with each provider, which historically has included Astound Broadband, AT&T, Century Link, Comcast, CRPUD, Lumen, NW Natural Gas and Waste Management. The City is interested in implementing a new licensing process that will replace franchise agreements, once they expire, with a simplified license intended to more efficiently manage use of the rights-of-way by requiring each utility provider to follow the same requirements for use of the rights-of-way (as

allowed by applicable laws) through the adoption of a new chapter of Scappoose Municipal Code (SMC), Chapter 13.36, and edits to existing SMC Chapter 3.08. Ordinance 925 is attached which would enact these amendments. Fee Resolution 26-01 to set the applicable new fees is also attached. Under the proposed process in new SMC Chapter 13.36, utilities that own facilities in the City's rights-of-way would be required to get a license from the City to authorize this use of the rights-of-way. Utilities with current franchise agreements would be required to get a license once their existing franchise agreement expires. Utilities that use the City's rights-of-way to provide utility services but do not own any facilities in the City would file a registration with the City under new SMC Chapter 13.36. The main goals of SMC Chapter 13.36 are to (i) reduce the expense of franchise negotiations; (ii) more efficiently and effectively manage the rights-of-way through uniform standards that apply to all utilities; and (iii) to better track entities that earn revenues through use of the rights-of-way in the City.

Scappoose currently collects the fees below through a franchise agreement with each provider:

<b>Provider:</b>	<b>Fee<sup>1</sup>:</b>	<b>Franchise agreement expiration date</b>
Astound Broadband	5%	Expired – December 2025
AT&T	5%	Expired - October 2021
Century Tel, dba Century Link	7%	June 2028
Comcast	5%	May 2033
CRPUD	5%	July 2033, but will renew for another 10 years until 2043, unless written notice is provided 60 days prior to July 1, 2033 expiration date
NW Natural Gas	5%	March 2032
Waste Management	5%	November 2026

Under the proposed process contained within new SMC Chapter 13.36 and edited Chapter 3.08, once their franchises have expired, each utility provider would pay the existing privilege tax in SMC Chapter 3.08. The privilege tax applies to utility providers who own facilities in the City's rights-of-way and to those that utilize facilities in the City's rights-of-way to provide service to customers within the City. The current privilege tax is 5% of the utilities' gross revenues from customers in the City. The proposed edits to SMC Chapter 3.08 would increase the privilege tax to 7% of gross revenues. The privilege tax is subject to several legal limitations, including a federal law that caps the fee for cable providers at 5% of revenue from cable services. Cable providers will continue to negotiate franchise agreements as required in federal law, and Waste Management will continue to negotiate a franchise agreement separately since they do not own or use the rights-of-way in the same way as a utility provider does. As set out in amended SMC Chapter 3.08, if a utility occupies or requests to occupy a City right-of-way but does not provide service to customers within the City or otherwise earn revenue within the City from such services, the utility shall instead pay an annual right-of-way fee, as proposed in attached Resolution 26-01. SMC Chapter 3.08 currently refers to this fee as an annual permit fee, but it does not appear that the City has established or collected this fee. While the privilege tax and

right-of-way fee have been in SMC Chapter 3.08 for many years, the City anticipates that enforcement of the privilege tax and right-of-way will provide additional revenue to the City. (1 Based on gross revenues of provider within City of Scappoose)

The increase in the privilege tax from 5% to 7% of revenue will increase revenues once providers' franchises expire. We also anticipate that the new license and registration process in SMC Chapter 13.36, if adopted, will identify utilities that have been using the City's rights-of-way but do not have franchise agreements and thus have not been paying franchise fees or the privilege tax. For example, some entities like cell providers may utilize facilities in the rights-of-way to provide their cell service but have not been paying the privilege tax as currently required in SMC Chapter 3.08. While it is possible some entities that historically enforce the privilege tax, staff are not aware of any existing legal impediment to imposing the privilege tax on utilities using and/or occupying the rights-of-way so long as we do so consistent with several discreet limitations on the City's authority, such as the limitation on cable providers mentioned above. In addition to establishing a new right-of-way fee, attached Resolution 26-01 also establishes a right-of-way annual registration fee and a right-of-way license application fee, which would be good for 5 years. For the current fiscal year, the City anticipates revenues of \$510,800 from franchise agreements. As existing franchise agreements expire, each utility provider would then be subject to Chapter 13.36 and 3.08, which sets the privilege tax at 7%, except cable providers which are capped at 5% and Waste Management, which will continue to negotiate its franchise agreement separately. The City also anticipates that enforcement of the new registration and license requirements will identify entities that have been subject to the privilege tax and right-of-way fees but have not been paying. For this reason, revenue is expected to increase in the future for utilities that currently only pay 5% and for any utility providers that we aren't currently collecting from.

**Recommendation:**

1. Staff recommend that Council adopt Ordinance 925: An Ordinance Amending Title 3 & 13 of the Scappoose Municipal Code to Add Chapter 13.36, Utility Use of Public Rights-of-Way, and to Amend Chapter 3.08, Public Utility Taxes, as written.
2. Staff recommend that Council adopt Resolution 26-01, A Resolution Amending the Fees and Charges for the City of Scappoose Adopted by Resolution No. 25-10, as written.

Nancy Werner, Bradley Werner, LLC (Franchise Lega Counsel) explained the process in terms of doing a license as opposed to a franchise. She doesn't believe there is a legal risk there. She explained the franchise process does take longer. She stated generally speaking she thinks this is a fast approach that most utilities like. There is a provision in the new right of way ordinance, Chapter 13.36 that would allow the Council to grant a franchise if a company came in and said they simple could not follow the right of way ordinance due to a unique situation. She has never seen that come up but she likes to keep it there just in case.

Mayor, Council, Staff and Legal Counsel discussed this topic in more detail.

Mayor Backus opened the public hearing at 7:49pm.

Troy Gagliano, Verizon's Gov Affairs person for Oregon, thanked Council for allowing him to speak this evening. He explained the City of Scappoose is one of their customers and they are honored to serve the various departments. He asked Council not to adopt this tonight as they would like to engage in further discussions. He gave an example of how they provide service to customers.

There was a discussion on holding off adopting the resolution this evening.

Mayor Backus if there was anyone else opposed, or proponents, or neutral? Seeing none he closed the public hearing at 8:00p.m.

Council President Miller moved, and Councilor Marquis seconded the motion that Council approve Ordinance No. 925: An Ordinance Amending Title 3 & 13 of the Scappoose Municipal Code to add Chapter 13.36, Utility Use of Public Rights-of-Way, and to Amend Chapter 3.08, Public Utility Taxes as written.

Mayor Backus read the title for the first time ~ Ordinance No. 925: An Ordinance Amending Title 3 & 13 of the Scappoose Municipal Code to add Chapter 13.36, Utility Use of Public Rights-of-Way, and to Amend Chapter 3.08, Public Utility Taxes.

Councilor Santiago asked if they could get a detailed list of who this might apply to.

City Manager Burgener explained some of them are just unknown at this point because we don't have agreements with them at this point.

### **Solid Waste Franchise Renewal**

Councilor Holmes explained given her employer has contracts with Waste Management and most of the haulers around the State and providing funding for recycling services which could impact economics of recycling across the State long term she is going to recuse herself from this discussion about rates.

City Manager Benjamin Burgener gave a summary of where we are at with this. He explained they were hoping to present the franchise agreement with Waste Management, but they are still working on it. Since Councilor Haugen asked about rates we wanted to make sure we followed up to show the rate analysis comparisons. He explained the current franchise expires February 18, and the next meeting is February 17 so they will be proposing an emergency ordinance to make sure it is effective right away.

Dave Huber, WM of Oregon, Senior Manager – Public Sector Services, and Nick Ries, WM of Oregon, Operations Manager, went over their presentation.



## City of Scappoose & WM

Protecting the environment.  
Looking toward the future.

Dave Huber – Sr. Manager Public Sector  
Nick Ries – Operations Manager

January 20, 2026

1



## Tonight's Discussion

1. Franchise renewal
2. Collection services
3. Rate comparisons
4. Recycling updates
5. Questions



2



## WM Collection Services

### Residential, Commercial and Industrial

- Community partner for 26 years
- Comprehensive recycling, subscription yard debris and garbage service
- Serving the following customers:
  - 2,397 Residential
    - Weekly trash
    - Bi-weekly Recycling/ Subscription Yard Debris
  - 143 Commercial
    - Weekly trash and recycling
  - Industrial/Drop Box
    - MSW, Construction, Recycling and Grape Skins/Stems



3



## Comparison of Rates

Four cities and three unincorporated jurisdictions of Columbia County

Service	City of Scappoose Serviced by WM*	City of Portland Multiple Service Providers	Columbia County Scappoose Area Serviced by WM	City of St. Helens** (non-WM)	Columbia County St. Helens Area (non-WM)	City of Vernonia Serviced by WM	Columbia County - Vernonia Area Serviced by WM
35-gallon	\$27.35	\$43.80	\$36.69	\$34.60	\$39.33	\$31.90	\$38.21
65-gallon	\$40.20	\$48.85	\$53.81	\$53.20	\$62.16	\$52.60	\$61.89
95-gallon	\$52.36	\$55.70	\$69.56	\$71.70	\$85.02	\$62.75	\$84.22
Commercial 2-yard 1x/week	\$192.64	\$187.80	\$236.32	\$223.60	\$333.70	\$244.50	\$336.43

\* Recycling is serviced every other week. Yard debris is subscription service @ \$9.28 per month service every other week

\*\*Recycling and yard debris serviced weekly

4



# Recycling in Oregon

**WM's New Recycling Facility Brings Big Improvements for Oregon**



5

WM

On behalf of our WM employees who service the Scappoose community, thank you for your partnership.

## Questions?

6

WM

Mayor Backus and Council thanked Dave and Nick.

### **Supporting the Library District Operating Levy**

Mayor Backus explained he would like to wait to present a resolution to Council until a measure number has been assigned so it will be really specific to what they are supporting.

Council consensus is in support of supporting the Library District Operating Levy.

### **Councilor Liaisons**

Mayor Backus went over the list of committees and updated the Councilor Liaisons.

### **Cancel February 2, 2026 City Council Meeting**

Councilor Haugen moved, and Councilor Santiago seconded the motion that Council approve to cancel the February 2, 2026 City Council meeting. Motion Passed (6-0). Mayor Backus, aye; Council President Miller, aye; Councilor Santiago, aye; Councilor Holmes, aye; Councilor Haugen, aye; and Councilor Marquis, aye.

### **Trees at the bottom of JP West Road**

Council President Miller explained there were two fir trees at the bottom of JP West Road there were estimated by an arborist to be about 120 years old and in excess of 100 feet and because of updates to the property the City required the homeowner to put in a streetlight. Where the trench for the lights needed to go they had to cut down these trees. He explained when something like this occurs he feels we need to consider whether it would be by Council or by a policy that staff evaluates because this was disappointing in his opinion.

City Manager Burgener explained there are codes that all kind of played a role in this piece and staff gave the homeowner several options on how she could avoid cutting those trees down.

### **Announcements – information only**

#### **Calendar**

Mayor Backus went over the calendar.

### **Updates: City Manager; Police Chief; Councilors; and Mayor**

City Manager Burgener gave an update on different training courses. He stated just a quick correction on an earlier comment about the general fund mentioning that is was in a \$700,000 deficit right now. The report shows a \$700,000 surplus. He gave an update on CET.

Council President Miller moved, and Councilor Marquis seconded the motion to extend the meeting past 9:00pm if needed. Motion Passed (6-0). Mayor Backus, aye; Council President Miller, aye; Councilor Santiago, aye; Councilor Holmes, aye; Councilor Haugen, aye; and Councilor Marquis, aye.

Police Chief Fluellen gave an update on the Police Department.

City Manager Burgener reminded everyone if there is an after-hours water emergency to contact the non-emergency dispatch and they will get ahold of our Public Works Staff.

Councilor Marquis explained he is really looking forward to the Council Retreat.

Council President Miller talked about a new concept for the Annual Town Meeting. He explained he is still working with Lexipol's grant team to try to find grant money to replace the Police Departments radio equipment's and possibly the other agencies in the County. He offered to fund that personally because he thinks it is really important.

Chief Fluellen thanked Council President Miller.

**Adjournment**

Mayor Backus adjourned the meeting at 9:01pm.

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Mayor Joseph A. Backus

Attest:

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City Recorder/HR Susan M. Reeves, MMC



# SCAPPOOSE

*Oregon*

SATURDAY, FEBRUARY 7, 2026  
CITY COUNCIL RETREAT, STARTING AT 9:00AM  
SCAPPOOSE MIDDLE SCHOOL - CAFETERIA  
52265 COLUMBIA RIVER HIGHWAY  
SCAPPOOSE, OR 97056

## Arrival/Refreshments 8:30AM – 9:00AM

Council Retreat started at 9:03am.

**Present:** Mayor Joseph A. Backus; Council President Tyler Miller; Councilor Jeannet Santiago; Councilor Kim Holmes; Councilor Joel Haugen; Councilor Marty Marquis; Councilor John Riutta; City Manager Benjamin Burgener; Finance Administrator Carol Almer; Chief Chris Fluellen; Public Works Director Dave Sukau; Community Development Director Laurie Oliver Joseph; Assistant to City Manager/City Planner N.J. Johnson (left at 9:48am); and City Recorder Susan M. Reeves.

## Welcome/Overview

Mayor Backus welcomed Council and staff. He stated “Good morning, everyone—Mayor, Councilors, and members of our city staff. Thank you all for being here this morning and for committing your Saturday to this important work. I also want to thank Scappoose Middle School for hosting us as we gather for our annual City Council retreat. Today is about setting direction. Goal setting matters because it gives us a shared roadmap—one that helps align Council’s vision with staff’s expertise and day-to-day work. It allows us to step back from individual projects and look at the bigger picture: where Scappoose is today, where we want to go, and how we work together to get there in a thoughtful and intentional way. Over the past year, there has been meaningful progress across many areas—strengthening communication and collaboration, advancing sustainable finances, improving health and safety, expanding recreation opportunities, and supporting a thriving local economy. None of that progress happens by accident. It is the result of dedicated staff, engaged Councilors, and a strong commitment to working as one team in service to our community. I want to sincerely thank staff for the professionalism, creativity, and persistence you bring to this organization every day. And thank you to Council for your leadership, your willingness to ask hard questions, and your focus on the long-term well-being of Scappoose. The partnership between Council and staff is one of this City’s greatest strengths. As we move through today’s agenda—reviewing current priorities, discussing what continues, what evolves, and what new opportunities lie ahead—our goal is to listen, collaborate, and set clear priorities that reflect the values and needs of the Scappoose community. Thank you again for your time, your service, and your

commitment to this city. I'm looking forward to a productive, respectful, and forward-thinking conversation today".

City Manager Benjamin Burgener and Assistant to City Manager/City Planner N.J. Johnson gave an overview of the day.

### **Teambuilding Activity**



### **Team Agreement**

#### **Scappoose City Council 2026 Team Agreement**

#### **Agreements for Conducting Council Meetings and Business**

1. Attendance at Council meetings is the first priority. If unable to attend, please contact the City Recorder.
2. Be on time to meetings.
3. Mayor will take the lead in keeping the meeting and discussion focused.
4. Distribute information in advance of Council discussion.
5. Mayor will recognize councilors when indicating they wish to speak.
6. Put a time limit on audience testimony and ask them not to repeat previous speakers.
7. Use formal procedure (point of order, call for question, etc.) to focus the meeting. Formal procedure may be used when necessary for effective discussion in lieu of Council's usual, more informal process. Individuals should use procedure appropriately and courteously.

8. Council meetings are televised live; this requires Council to act professionally by:
  - a. Speaking in turn and on the issue;
  - b. Not interrupting;
  - c. No engaging in side conversations; and
  - d. Treating the public and each other with courtesy.
9. Information available to one council member will be available to all, in a timely manner.
10. Every effort will be made to adjourn meetings by 9:00 pm.
11. Council shall interview prospective committee members and advise the Mayor through a public process. Appointments will be made by Mayor and approved by Council.

### **Individual Council Member Conduct Agreement**

Councilors agree to:

1. Prepare and do our homework by reading staff reports and reaching out with questions in advance to ensure constructive dialogue during meetings.
2. Not make assumptions other than assuming positive intentions.
3. Being open to having conversations and healthy debate.
4. Always be respectful and maintain dignity and humility.
5. Hear each other out. Acknowledge contributions and make sure all ideas and voices are heard.
6. Recognize your opinion may not always be shared. Be open even if you don't agree.
7. Disagree without being disagreeable. Respect differences of opinion.
8. Follow the rules of order and procedure.
9. Ensure equal access to information.
10. Move on as a team after the decision has been made. Support each other even if we don't agree.
11. Avoid saying or doing anything that would discredit or harm the City.

### **Commitments as a Council to the Community**

Council strives to:

1. Continue to improve citizen involvement, awareness, and participation.
2. Improve follow-up and resolution of citizen concerns or complaints.
3. Act as an advocate for the City.

### **Commitments Between Council and Staff**

Council will:

1. Work as part of one team with staff.
2. Trust staff to implement Council Priorities.
3. Communicate with the organization through the City Manager.
4. Provide questions in advance of meetings to the City Manager.
5. Support a mutually respectful and professional relationship with staff.
6. Ensure unity of the Council's vision and direct staff accordingly using one voice.

Staff will:

1. Provide timely facts, information, context and relevant City code information for decisions that come before Council – no surprises.
2. Offer the pros and cons for scenarios/decisions.
3. Provide summary and background information for issues that come before Council.
4. Support a mutually respectful and professional relationship with Council.

### **Expectations of All Council Meeting Participants**

1. Treat every person with respect.
2. Speak with courtesy and purpose, choosing words that contribute to constructive dialogue rather than division.
3. Disagree on the basis of ideas rather than making personal attacks or character attributions of anyone.
4. Understand that civility does not require agreement but it does require mutual respect.
5. Work together for the common good of Scappoose.

There was a discussion on the team agreement and maybe how this should be more of the expectations and not an agreement.

Mayor Backus read a pledge that could be in place of the team agreement.

The Scappoose Civility Pledge ~ As members of the Scappoose community, we share a commitment to treating one another with dignity, respect, and kindness. Our city is strongest when we listen, learn, and work together—especially when we disagree.

By embracing this pledge, we affirm that we will:

- Treat every person with respect, recognizing the inherent value of all individuals, regardless of background, belief, or perspective.
- Listen with an open mind, seeking to understand before responding.
- Speak with courtesy and purpose, choosing words that contribute to constructive dialogue rather than division.
- Disagree respectfully, focusing on ideas and solutions rather than personal attacks.
- Value diverse viewpoints, knowing that thoughtful differences strengthen our community.
- Engage responsibly, whether in person, online, or in public meetings, and model behavior we want to see in others.
- Work together for the common good, placing the well-being of Scappoose above personal or partisan interests.

We acknowledge that civility does not require agreement—but it does require mutual respect. By honoring this pledge, we help ensure that Scappoose remains a welcoming, safe, and vibrant place to live, work, and gather.

Together, we commit to civility—for our neighbors, our city, and future generations.

\*end of proposed pledge\*

City Manager Burgener explained what he thinks we need more of right now is direction on how Council wants to move ahead on this. He asked if they feel this needs to exist or should it be cleaned up and simplified.

There was further discussion regarding the team agreement.

City Manager Burgener stated if the Council will send him their recommendations on anything they have concerns about in the team agreement or things that they would like to have added he will consolidate that and bring it back. He explained he will change some of the verbiage, so it is more of a guideline/expectations.

### **Lunch**

Lunch break started at 11:00am and the retreat was reconvened at 11:13am.

City Manager Burgener talked about the resolution that Councilor Santiago had requested at a previous Council meeting. He asked if Council wanted to have that discussion and if that something they are still interested in pursuing.

Councilor Santiago explained recently an article came out that the City of Beaverton passed an ordinance codifying their sanctuary promise act which included the following: prohibits ICE from using City property; prohibits the City from providing any information to ICE for immigration enforcement; prevents the City from holding illegals in custody and have an ICE detainer hold; prohibits City staff from collecting information on immigration status; and trains City staff on how to report ICE agents and immigration activities. She also likes something that was brought up to her to look into and that was an ordinance regarding land use to make sure they don't build any facilities here, like detention centers. She explained since she brought this up the first time so many things have changed.

There was further discussion regarding this topic.

City Manager Burgener explained from what he heard the ask is does the City want to make a political statement. He asked Council is that something they want to do. He gave a recap of the discussion, which includes getting the message out to establish trust. He explained that staff will continue messaging on social media.

### **2025-2026 Council Priorities**

- Progress report from staff

All Department Heads gave a progress report.

- Establish continuation, completion, adjustment, or discontinuation of each objective

Council is continuing with the goal objectives ~ Communication & Collaboration; Sustainable Finances; Health & Safety; and Thriving Economy.

Staff and Council went through each objective.

**Goal I: Communication & Collaboration**

Objective	Timeline	Staff Lead
<b>1.1</b> Establish a vision for the city supported by strong community engagement	2025-2026	N.J. Johnson
<b>1.2</b> Develop strategies to improve communication and connection with community	2025-2027	N.J. Johnson, Susan Reeves
<b>1.3</b> Increase collaboration with community partner organizations to achieve local and regional goals	2025-2026	Executive Management Team
<b>1.4</b> Foster relationships with county, state, and federal lawmakers to achieve common goals	2025-2028	Ben Burgener



Pictured: Community forum on Parks Master Plan at 2023 Annual Town Meeting

**Goal 2: Sustainable Finances**

Objective	Timeline	Staff Lead
<b>2.1</b> Research and implement methods to provide sustainable funding for public safety	2025-2028	Chris Fluellen, Carol Almer
<b>2.2</b> Research and implement methods to provide sustainable funding for infrastructure	2025-2027	Dave Sukau, Charlotte Baker, Carol Almer
<b>2.3</b> Research and implement methods to provide sustainable funding for parks	2025-2028	Charlotte Baker, Carol Almer



### Goal 3: Health & Safety

Objective	Timeline	Staff Lead
<b>3.1</b> Create and publicize an emergency preparedness plan	2025-2027	Chris Fluellen, Dave Sukau
<b>3.2</b> Develop and enhance outdoor recreation opportunities and amenities	2025-2028	Dave Sukau
<b>3.3</b> Create, promote, and support local recreation programming and community events	2025-2026	N.J. Johnson



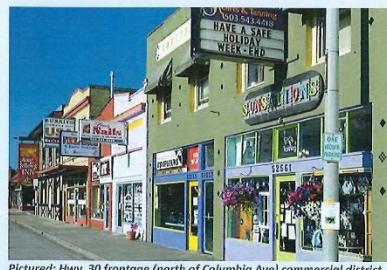
Pictured: Movies in the Park at Heritage Park

### Goal 4: Thriving Economy

Objective	Timeline	Staff Lead
<b>4.1</b> Develop a downtown strategic plan	2025-2027	Laurie Joseph, N.J. Johnson
<b>4.2</b> Establish programs, policies, and/or procedures that incubate and support local entrepreneurship	2025-2027	Laurie Joseph
<b>4.3</b> Catalyze economic growth with urban renewal	2025-2029	Carol Almer, N.J. Johnson



Pictured: Oregon Manufacturing Innovation Center (OMIC)



Pictured: Hwy. 30 frontage (north of Columbia Ave) commercial district

City Manager Burgener will update the language as discussed.

## **Additional Priorities/Objectives for 2026-2027**

There were none.

## **Community Contributions & Recreation**

City Manager Burgener talked about having City staff work on community events. He explained staff is exploring several options.

The consensus of Council is to move ahead with City staff moving forward on coming up with a plan to work on community events.

Council and Staff discussed community contributions and how they would like to move ahead.

The consensus of Council was to have further discussions on the community contributions.

## **Community Visioning Methodology**

This item was not discussed.

## **Committees**

This was not discussed since Assistant to City Manager/City Planner N.J. Johnson wasn't present.

## **Adjourn**

Council Retreat adjourned at 2:10pm.

Attest:

\_\_\_\_\_  
City Recorder/HR Susan M. Reeves, MMC

\_\_\_\_\_  
Mayor Joseph A. Backus

## **Tour of Middle School**

**Present on tour:** Mayor Joseph A. Backus; Council President Tyler Miller; Councilor Kim Holmes; Councilor Marty Marquis; Councilor John Riutta; City Manager Benjamin Burgener; Chief Chris Fluellen; Public Works Director Dave Sukau; and Community Development Director Laurie Oliver Joseph.

## City of Scappoose Council Action & Staff Report

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**Date Submitted:** February 13, 2026

**Agenda Date Requested:** February 17, 2026

**To:** Scappoose City Council

**From:** Dave Sukau, Public Works Director  
Matia Malberg, Contract Administrator

**Subject:** Bid Criteria Authorization – Design-Build Services  
Veterans Park Inclusive Playground

**Type of Action Requested:**

<input type="checkbox"/> Resolution	<input type="checkbox"/> Ordinance
<input checked="" type="checkbox"/> Formal Action	<input type="checkbox"/> Report Only

**Issue:** Authorization of Bid Criteria for Design-Build Services for the Veterans Park Inclusive Playground.

**Analysis:**

This project aligns with a long-standing City Council priority and aims to deliver a distinctive, fully inclusive playground that will replace the existing equipment and serve as a signature feature for Veterans Park and the broader Scappoose community. The vision is to create a space that excites residents and functions as a central hub, not only Veterans Park but Chief Concomly and the new Grabhorn park also.

Under Resolution No. 24-07, public improvement projects exceeding \$100,000 require an Invitation to Bid (ITB). ITB scoring is traditionally based solely on the lowest bid, without consideration of other factors. For a project centered on inclusivity and design quality, selecting a contractor based only on cost does not align with the project's goals.

**Fiscal Impact:**

On December 31, 2025, the City was awarded a \$89,000 Local Government Grant from the Oregon Parks and Recreation Department to support this project. The City's contribution is estimated to be \$200,000.

**Recommendation:**

Selecting a contractor based solely on the lowest bid risks compromising the goals of this project, creating a truly inclusive, innovative, and community-centered playground. Cost alone does not capture the features that this project needs to be successful.

By adopting a scoring system that evaluates design quality, creativity, inclusivity, along with cost, the City ensures that Veterans Park Inclusive Playground becomes a landmark feature that reflects our values and meets the expectations of both the community and the received grant. Our proposed scoring matrix is detailed below and while cost is still weighted heavily, the overall percentage of the score will be based on bids that are able to capture a creative and inclusive design that kids of all ages and abilities will want to utilize time and time again.

<b>Criteria</b>	<b>Maximum Score</b>
Proposed Playground Design & Past Examples	20
Creativity of playground design	20
Inclusivity and Universal Design Focus	20
Cost Estimate based on the details and scope	40
<b>Total</b>	<b>100</b>

**Suggested Motion:**

I move Council authorize the contractor selection process for the Veterans Park Inclusive Playground to be scored on a range of criteria rather than solely on the lowest bid.

## ORDINANCE 925

(DRAFT)

**AN ORDINANCE AMENDING TITLE 3 & 13 OF THE SCAPPOOSE MUNICIPAL CODE TO ADD CHAPTER 13.36, UTILITY USE OF PUBLIC RIGHTS-OF-WAY, AND TO AMEND CHAPTER 3.08, PUBLIC UTILITY TAXES**

**WHEREAS**, the City has the authority pursuant to its Charter and the Oregon Constitution and statutes to manage its public rights-of-way and to receive compensation for use of the public rights-of-way consistent with applicable state and federal law; and

**WHEREAS**, the City has managed its public rights-of-way through individually negotiated franchise agreements with entities that own facilities in the public rights-of-way; and

**WHEREAS**, the City finds that updating Scappoose Municipal Code Title 13 to add a new Chapter 13.36 to manage use of the public rights-of-way by utilities with facilities in the public rights-of-way and/or using those facilities to provide services to customers in the City, and to require licenses rather than individually negotiated franchises, will better ensure transparent, consistent and efficient management of the public rights-of-way; and

**WHEREAS**, the new Chapter 13.36 will impact the franchise requirement in Scappoose Municipal Code Chapter 3.08, and thus that Chapter must be amended; and

**WHEREAS**, the City finds it is in the public interest to enact the updates to the Scappoose Municipal Code as set forth in this Ordinance.

**THE CITY OF SCAPPOOSE ORDAINS AS FOLLOWS:**

Section 1. Title 13, Chapter 13.36 of the Scappoose Municipal Code is hereby created in substantially the same form written in Exhibit A, attached hereto and hereby incorporated by reference,

Section 2. Scappoose Municipal Code Chapter 3.08 is hereby amended as set forth in Exhibit B (new language shown in underline and deletions in ~~strikethrough~~).

Section 3. If any provision, section, phrase, or word of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions that can be given effect without the invalid provision or application.

Section 4. This Ordinance shall be effective on the 30th day following its passage.

PASSED AND ADOPTED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2026, and signed by the Mayor and City Recorder in authentication of its passage.

CITY OF SCAPPOOSE, OREGON

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Joseph A. Backus, Mayor

First Reading: January 20, 2026

Second Reading:

Attest: \_\_\_\_\_

Susan M. Reeves, MMC

City Recorder/HR

DRAFT

## EXHIBIT A

### Chapter 13.36 UTILITY USE OF PUBLIC RIGHTS-OF-WAY

Sections:

- 13.36.010** **Jurisdiction and management of the public rights-of-way.**
- 13.36.020** **Regulatory fees and compensation not a tax.**
- 13.36.030** **Definitions.**
- 13.36.040** **Registration of utility operators and providers.**
- 13.36.050** **Utility license.**
- 13.36.060** **License terms.**
- 13.36.070** **Construction standards.**
- 13.36.080** **Location of utility facilities.**
- 13.36.090** **Rights-of-Way fees.**
- 13.36.100** **General provisions.**

#### **13.36.010 Jurisdiction and management of the public rights-of-way.**

- A. The city has jurisdiction and exercises regulatory management over all public rights-of-way within the city under authority of the city Charter and state law.
- B. The city has jurisdiction and exercises regulatory management over each public right-of-way whether the city has a fee, easement, or other legal interest in the public right-of-way. The city has jurisdiction and regulatory management of each public right-of-way whether the legal interest in the public right-of-way was obtained by grant, dedication, prescription, reservation, condemnation, annexation, foreclosure or other means.
- C. No person may occupy or encroach on a public right-of-way without the permission of the city. The city grants permission to use public rights-of-way by licenses, franchises and permits.
- D. The exercise of jurisdiction and regulatory management of a public right-of-way by the city is not official acceptance of the public right-of-way, and does not obligate the city to maintain or repair any part of the public right-of-way.
- E. The city retains the right and privilege to cut or move any utility facilities located within the public rights-of-way in the city, as the city may determine to be necessary, appropriate or useful in response to a public health or safety emergency.

#### **13.36.020 Regulatory fees and compensation not a tax.**

- A. The fees and costs provided for in this chapter, and any compensation charged and paid for use of the public rights-of-way provided for in this chapter, are separate from, and in addition to, any and all federal, state, local, and city charges as may be levied, imposed, or due from a utility operator or provider, its customers or subscribers, or on account of the lease, sale, delivery, or transmission of utility services.
- B. The city has determined that any fee provided for by this chapter is not subject to the property tax limitations of Article XI, Sections 11 and 11b of the Oregon Constitution. These fees are not imposed on property or property owners.
- C. The fees and costs provided for in this chapter are subject to applicable federal and state laws.

### **13.36.030 Definitions.**

For the purpose of this chapter the following terms, phrases, words and their derivations shall have the meaning given herein. Words not defined herein shall be given the meaning set forth in the Communications Policy Act of 1934, as amended, the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996. If not defined there, the words shall be given their common and ordinary meaning.

“Cable service” is to be defined consistent with federal laws and means the one-way transmission to subscribers of video programming, or other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

“City property” means and includes all real property owned by the city, other than public rights-of-way and public utility easements as those are defined herein, and all city-owned structures or equipment located within the public rights-of-way used for governmental purposes.

“Communications services” means any service provided for the purpose of transmission of information including, but not limited to, voice, video, or data, without regard to the transmission protocol employed, whether or not the transmission medium is owned by the provider itself. “Communications service” includes all forms of telephone services and voice, video, data or information transport and internet access, but does not include: (1) cable service; (2) open video system service, as defined in 47 C.F.R. 76; (3) public communications systems; (4) over-the-air radio or television broadcasting to the public-at-large from facilities licensed by the Federal Communications Commission or any successor thereto; and (5) direct-to-home satellite service within the meaning of Section 602 of the Telecommunications Act of 1996, Pub. L. 104-104, 110 Stat. 56 (1996).

“Days” means calendar days unless otherwise specified.

“Federal Communications Commission” means the federal administrative agency, or its lawful successor, authorized to regulate and oversee telecommunications carriers, services and providers on a national level.

“Franchise” means an agreement between the city and a utility operator which grants a privilege to use public rights-of-way within the city for a dedicated purpose and for specific compensation. A license issued pursuant to this chapter is not a franchise.

“Grantee” or “licensee” means the person to which a franchise or license is granted by the city.

“Oregon Public Utility Commission” means the statutorily created state agency in the state of Oregon responsible for licensing, regulation and administration of certain utility providers as set forth in Oregon Law, or its lawful successor.

“Person” means an individual, corporation, company, association, joint stock company or association, firm, partnership, limited liability company or governmental entity.

“Public communications system” means any system owned or operated by a government entity or entities for its exclusive use for internal communications or communications with other government entities, and includes services provided by the State of Oregon pursuant to ORS 283.140. “Public communications system” does not include any system used for sale or resale, including trade, barter or other exchange of value, of communications services or capacity on the system, directly or indirectly, to any person.

“Public rights-of-way” means and includes the streets, roads, highways, bridges, alleys, sidewalks, public utility easements, and all other public ways or areas, including the subsurface under and air space over these areas, that are generally open to the public for vehicular and pedestrian travel, but does not include parks, parkland or other city property. This definition applies only to the extent of the city’s right, title, interest or authority to grant a license or franchise to occupy and use such areas for utility facilities.

“Public utility easement” means any easement granted to or owned by the city and acquired, established, dedicated or devoted for public utility purposes, but does not include an easement acquired, established, dedicated or devoted solely for city-owned utility facilities, or where the proposed use by the utility operator is inconsistent with the terms of any easement granted to the city.

“Utility facilities” or “facilities” means the plant, equipment and property, including but not limited to the poles, pipes, mains, conduits, ducts, cable, wires, plant and equipment located or to be located under, on, or above the surface of the ground within the public right-of-way in the city and used or to be used for the purpose of providing utility services.

“Utility operator” means any person who owns, operates or controls a utility facility within the public rights-of-way in the city.

“Utility provider” means a person that provides utility services using utility facilities in the city, whether or not the person owns, operates or controls such utility facilities.

“Utility services” means the provision, by means of utility facilities permanently located within, under or above the public rights-of-way, whether or not such facilities are owned by the service provider, of electricity, natural gas, communications services, cable services, water, sewer or storm sewer services to or from customers within the corporate boundaries of the city, or the transmission of any of these services through the city whether or not customers within the city receive those transmissions or services. “Utility service” shall not include the provision of such services by the city.

“Work” means the construction, demolition, installation, replacement, repair, maintenance, or relocation of any utility facility, including but not limited to any excavation and restoration required in association with such construction, demolition, installation, replacement, repair, maintenance, or relocation.

### **13.36.040 Registration of utility operators and providers.**

- A. Registration Required.
  - 1. Every person that desires to provide utility services to customers within the city shall register with the city prior to providing any utility services to any customer in the city; provided that a person with a valid license or franchise from the city is not required to register to provide the utility services authorized in the license or franchise.
  - 2. Every person providing utility services to customers within the city as of the effective date of this chapter shall register within thirty days of the effective date of this chapter.
  - 3. A registrant that provides additional utility services not listed on its current registration shall submit a new registration application that lists such services not later than thirty days after commencing the provision of those utility services to customers in the city.
- B. Application. Applicants shall provide the following information:
  - 1. The identity and legal status of the registrant, including the name, address, and telephone number of the duly authorized officer, agent, or employee responsible for the accuracy of the registration information.
  - 2. The name, address, and telephone number for the duly authorized officer, agent, or employee to be contacted in case of an emergency.
  - 3. Any applicable approvals from the Oregon Public Utility Commission or the Federal Communications Commission.
  - 4. A description of the registrant's existing or proposed utility services within the city.
- C. Annual Registration. After registering with the city pursuant to subsection A of this section, each registrant shall, by December 31st of each year, file with the city a new registration form if it intends to provide any utility services at any time in the following calendar year. Registrants that file an initial registration pursuant to subsection A of this section on or after September 30th shall not be required to file an annual registration until December 31st of the following year, except as provided in subsection A.3 of this section.
- D. Registration Fee. Each application for registration shall be accompanied by a nonrefundable registration fee in the amount established by resolution of the council.

#### **13.36.050 Utility license.**

- A. Utility License. Every person that owns, operates or controls utility facilities as of the effective date of this chapter shall apply for a license from the city within thirty days of the later of:
  - 1. The effective date of this chapter, or
  - 2. The expiration of a valid franchise agreement granted by the city, unless a new franchise agreement is granted by the city pursuant to subsection K of this section.
- B. Application. The license application shall be on a form provided by the city, and shall be accompanied by any additional documents required by the application or the city to identify the applicant, its legal status, including its authorization to do business in Oregon, a description of the utility facilities in the public rights-of-way or to be installed in the public rights-of-way, a description of type of utility service provided or to be provided by the applicant, if any, and other information reasonably necessary to determine the applicant's ability to comply with the terms of this chapter.

- C. Application Fee. The application shall be accompanied by a nonrefundable application fee or deposit set by resolution of the council.
- D. Determination by the City. The city shall issue a written determination granting or denying the application in whole or in part. If the application is denied, the written determination shall include the reasons for denial. The application shall be evaluated based upon the provisions of this chapter, the continuing capacity of the public rights-of-way to accommodate the applicant's proposed utility facilities and the applicable federal, state and local laws, rules, regulations and policies.
- E. Scope of Grant.
  - 1. A license shall authorize the licensee, subject to the provisions of the city codes, including this chapter, and other applicable provisions of state or federal law, as amended from time to time, to construct, place, maintain, upgrade, repair and operate utility facilities in the public rights-of-way for the term of the license for the provision of the utility service(s) authorized in the license. In the event the licensee, or another utility provider using the licensee's facilities, offers different utility service(s) than those authorized in the license, the licensee shall inform the city of such changes no later than thirty days after the provision of such services.
  - 2. No license granted pursuant to this chapter shall convey any right, title or interest in the public rights-of-way, but shall be deemed a non-exclusive grant to use and occupy the public rights-of-way for the limited purposes and term provided in this chapter. The license is subject to all recorded deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title of record that may affect the public rights-of-way.
  - 3. No license granted pursuant to this chapter shall confer any exclusive right, privilege, license or franchise to occupy or use the public rights-of-way for utility facilities, delivery of utility services or any other purpose. The city expressly reserves the right to grant licenses, franchises or other rights to other persons, as well as the city's right to use the public rights-of-way, for similar or different purposes.
  - 4. Neither the issuance of the license nor any provisions contained therein shall constitute a waiver or bar to the exercise of any governmental right or power, including, without limitation, the police power or regulatory power of the city.
- F. Term. Subject to the revocation and termination provisions in subsection J of this section, a utility license granted hereunder shall be in effect for a term of five years.
- G. Multiple Services.
  - 1. A utility operator that provides or transmits or allows the provision or transmission of utility services and other services over its facilities is subject to the license and fee requirements of this chapter for the portion of the facilities and extent of utility services delivered by the utility operator over those facilities.
  - 2. A utility operator that provides or transmits more than one utility service to customers in the city is not required to obtain a separate license or franchise for each utility service, but is required to pay the rights-of-way access fees due for each utility service the utility operator provides.
- H. Renewal Applications. A licensee that desires to renew its license under this code shall, not less than thirty days but no more than one hundred eighty days before expiration of the current license, submit an application to the city, including all information required in subsection B of this section and the application fee required in subsection C of this

section. The city shall review the application as required by subsection D of this section and grant or deny the license within ninety days of submission of the application. If the city determines that the licensee is in violation of the terms of this chapter at the time it submits its application, the city may require that the licensee cure the violation or submit a detailed plan to cure the violation within a reasonable period of time, as determined by the city, before the city will consider the application and/or grant the license. If the city requires the licensee to cure or submit a plan to cure a violation, the city will grant or deny the license application within ninety days of confirming that the violation has been cured or of accepting the licensee's plan to cure the violation.

- I. Assignments or Transfers of System or License. Except as otherwise provided by applicable State and federal law, ownership or control of a majority interest in utility facilities or a license may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of the grantee, by operation of law or otherwise, without the prior consent of the city.
  1. Licensee and the proposed assignee or transferee of the license or facilities shall agree, in writing, to assume and abide by all of the provisions of the license.
  2. No transfer shall be approved unless the assignee or transferee has the legal, technical, financial and other requisite qualifications to own, hold and operate the utility facilities pursuant to this chapter and otherwise meets the criteria for all license applicants set forth in subsection D of this section.
  3. Unless expressly prohibited by applicable state or federal law, the licensee shall reimburse the city for all direct and indirect fees, costs and expenses reasonably incurred by the city in considering a request to transfer or assign a utility license.
  4. Any transfer or assignment of a utility license or utility facilities without prior approval of the city under this chapter shall be void and is cause for revocation of the license.
- J. Revocation or Termination of License.
  1. The city may, subject to applicable notice and cure provisions of this subsection, revoke a license for one or more of the following reasons:
    - a. Construction or operation in the city or in the public rights-of-way in the city without applicable permit(s);
    - b. Construction or operation at an unauthorized location;
    - c. Failure to comply with subsection I of this section with respect to sale, transfer or assignment of utility facilities or a license;
    - d. Misrepresentation by or on behalf of a licensee in any application to the city;
    - e. Abandonment of utility facilities in the public rights-of-way;
    - f. Failure to relocate or remove facilities as required in this chapter;
    - g. Failure to pay taxes, compensation, fees or costs when and as due the city under this chapter or other applicable provisions of the code;
    - h. Insolvency or bankruptcy of the licensee;
    - i. Violation of material provisions of this chapter; and/or
    - j. Violation of the material terms of the license.
  2. Notice and Duty to Cure. In the event that the city believes that grounds exist for revocation of a license, the city shall give the licensee written notice of the apparent violation, noncompliance or other reason(s) for revocation, providing a short and concise statement of the nature and general facts of the violation, noncompliance or

other reason(s), and providing the licensee a reasonable period of time, not exceeding thirty days, to furnish evidence that:

- a. Corrective action has been taken, or is being actively and expeditiously pursued, to remedy the violation, noncompliance or other reason(s) for revocation;
- b. Rebuts the alleged violation, noncompliance or other reason(s) for revocation; and/or
- c. It would be in the public interest to impose some penalty or sanction less than revocation.

3. Public Hearing. In the event that a licensee fails to provide evidence reasonably satisfactory to the city, city staff shall refer the apparent violation, noncompliance or other reason(s) for revocation to the council. The council shall provide the licensee with notice and a reasonable opportunity to be heard concerning the matter.
4. Standards for Revocation or Lesser Sanctions. If persuaded that grounds for revocation as described in subsection J.1 of this section exist, the council shall determine whether to revoke the license, or to establish some lesser sanction and/or cure, considering the nature, circumstances, extent, and gravity of the matter as reflected by one or more of the following factors. Whether:
  - a. The misconduct was egregious;
  - b. Substantial harm resulted;
  - c. The violation was intentional;
  - d. There is a history of prior violations of the same or other requirements;
  - e. There is a history of overall compliance;
  - f. The violation was voluntarily disclosed, admitted or cured; and/or
  - g. Licensee has failed to cure the violation after notice.
5. The provisions of subsection J of this section are in addition to, and in no way limit, the other penalties provided in this chapter and any other remedies the city may have at law or in equity.

K. Franchise Agreements. If the public interest warrants, as determined by the city in its sole discretion, the city and utility operator may enter into a written franchise agreement that includes terms that clarify, enhance, expand, waive or vary the provisions of this chapter, consistent with applicable state and federal law. The franchise may conflict with the terms of this chapter if express language in the franchise specifically identifies the sections of this chapter that are modified in the franchise, and the council reviews and approves the franchise. The franchisee shall be subject to the provisions of this chapter to the extent such provisions are not in conflict with the express provisions of any such franchise. Utility operators providing cable service shall be subject to the separate cable franchise requirements of the city and other applicable authority, subject to applicable law.

### **13.36.060 License terms.**

- A. Compliance with Laws. Utility operators shall comply with all federal and state laws, rules and regulations, including regulations of any administrative agency thereof, as well as all codes, ordinances, resolutions, rules and regulations of the city, as amended from time to time, that are relevant and relate to work, the construction, maintenance and operation of a utility system or the provision of utility services.

- B. Maintenance. A utility operator shall be solely responsible for any repairs or maintenance required to keep its facilities in a clean, safe and code-compliant condition. The utility operator, at its sole cost and expense, shall repair any damage to its facilities within: (1) thirty days after the utility operator discovers or receives notice (written or verbal) that such damage exists or (2) immediately if such repairs are necessary to preserve life or property. If, after notice from the city of the need for repair or maintenance as required in this subsection, a utility operator fails to repair and maintain utility facilities as requested by the city and by the date reasonably established by the city, the city may perform such repair or maintenance using qualified personnel or contractors consistent with applicable state and federal safety laws and regulations at the utility operator's sole cost and expense. Within thirty days of receipt of a detailed invoice from the city, the utility operator shall reimburse the city the full invoiced amount.
- C. Reservation of City Rights. Nothing in the license shall be construed to prevent the city from grading, paving, repairing and/or altering any public rights-of-way, constructing, laying down, repairing, relocating or removing city facilities or establishing any other public work, utility or improvement of any kind, including repairs, replacement or removal of any city facilities. If any utility facilities interfere with the construction, repair, relocation, replacement, alteration or removal of any public rights-of-way, public work, city utility, city improvement or city facility, the utility facilities shall be removed or relocated as provided in section 13.36.080.D of this chapter.
- D. Damage to Grantee's Facilities. Unless directly and proximately caused by the negligence or willful misconduct of the city, the city shall not be liable for any damage to or loss of any utility facility within the public rights-of-way in the city as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind in the public rights-of-way by or on behalf of the city, and in no event shall the city be liable for any consequential losses resulting directly or indirectly therefrom.
- E. Duty to Provide Information. Within thirty days of a written request from the city, each grantee shall furnish the city with the following:
  - 1. Information sufficient to demonstrate that grantee has complied with all requirements of the license and this code, including but not limited to payment of any applicable fees.
  - 2. Any books, records, maps, and other documents maintained by the grantee with respect to its facilities within the public rights-of-way that the city may request.
- F. Compensation for City Property. If any right is granted, by lease or other manner, to use and occupy city property for the installation of utility facilities, the compensation to be paid for such use shall be fixed by the city. No license issued pursuant to this chapter shall grant any right, license or authority to install utility facilities or otherwise use or occupy city property.
- G. Leased Capacity. A grantee shall have the right, without prior city approval, to offer or provide capacity or bandwidth to its customers; provided that (i) the use of the grantee's facilities does not require or involve any additional equipment owned or operated by the customer to be installed in or on the facility (unless the customer has obtained a ROW license or franchise from the city); and (ii) the grantee provides the city with the name and business address of the customer within thirty days of the effective date of the lease or other agreement to provide capacity or bandwidth.

H. Grantee Insurance.

1. Each grantee shall, as a condition of the license, secure and maintain the following liability insurance policies insuring both the grantee and the city, and its elected and appointed officers, officials, agents and employees as additional insureds:
  - a. Comprehensive general liability insurance with limits not less than:
    - i. Three million dollars for bodily injury or death to each person;
    - ii. Three million dollars for property damage resulting from any one accident; and
    - iii. Three million dollars for all other types of liability.
  - b. Automobile liability for owned, non-owned and hired vehicles with a limit of one million dollars for each person and three million dollars for each accident.
  - c. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than one million dollars.
  - d. Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than three million dollars.
2. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon. The insurance shall be without prejudice to coverage otherwise existing.
3. The liability insurance policies required by this section shall be maintained by the grantee throughout the term of the license, and such other period of time during which the grantee is operating without a license or is engaged in the removal of its utility facilities.
4. Each such insurance policy shall contain the following endorsement:

It is hereby understood and agreed that this policy may not be canceled or materially altered, nor the intention not to renew be stated, until thirty days after receipt by the city, by registered mail, of a written notice addressed to the city of such intent to cancel or not to renew.

5. Prior to any cancellation or material alteration, the grantee shall obtain and furnish to the city evidence that the grantee continues to meet the requirements of this subsection H.
6. As an alternative to the insurance requirements in this subsection H, a grantee may provide evidence of self-insurance subject to review and acceptance by the city.
7. A grantee shall maintain on file with the city a certificate of insurance, or proof of self-insurance acceptable to the city, certifying the required coverage.

I. General Indemnification. To the fullest extent permitted by law, each grantee shall defend, indemnify and hold the city and its officers, employees, agents and representatives harmless from and against any and all liability, causes of action, claims, damages, losses, judgments and other costs and expenses, including reasonable attorney's fees and costs of suit or defense, in any way arising out of, resulting from, or alleged to arise out of or result from, the negligent, careless or wrongful acts, or any acts, omissions, failures to act or misconduct, of the grantee or its affiliates, officers, employees, agents, contractors or subcontractors in the work, construction, operation, maintenance, repair or removal of its utility facilities, and/or in providing or offering utility services over the facilities, whether such acts or omissions are authorized, allowed or prohibited by this code or by a license granted pursuant to this code. The acceptance of a license under this

chapter shall constitute such an agreement by the applicant whether the same is expressed or not.

J. Performance Surety. Unless otherwise agreed to in writing by the city, before a license granted pursuant to this chapter is effective, and as necessary thereafter, the grantee shall provide a performance bond, in form and substance acceptable to the city, as security for the full and complete performance of the license granted under this chapter, including payment of all rights-of-way and permit fees and any costs, expenses, damages or loss the city pays or incurs because of any failure attributable to the grantee to comply with the codes, ordinances, rules, regulations or permits of the city. This obligation is in addition to the performance bond or surety required for construction of facilities.

### **13.36.070 Construction standards.**

- A. General. No person shall commence or continue with any work or operation of utility facilities within any portion of the public rights-of-way except as provided in this chapter.
- B. Construction Codes. Utility facilities shall be constructed, installed, operated and maintained in accordance with, and permittees shall at all times comply with, all applicable federal, state and local laws, codes, ordinances, rules and regulations, including the National Electrical Code and the National Electrical Safety Code and the requirements of the city's applicable design and construction standards.
- C. Construction Permits.
  - 1. Except as provided in subsection C.2 or as otherwise agreed to in writing by the city, no person shall construct or install any utility facilities or perform any work within any portion of the public rights-of-way without first obtaining all applicable construction permits and paying the construction permit fees established pursuant to subsection G of this section.
  - 2. In the event of an emergency, a utility operator with a license pursuant to this chapter or a valid franchise agreement, or the utility operator's contractor, may perform work on its utility facilities without first obtaining a permit from the city; provided that to the extent reasonably feasible, it attempts to notify the city prior to commencing the emergency work and in any event applies for a permit from the city and pays all applicable permit fees as soon as reasonably practicable, but not more than 48 hours after commencing the emergency work. For purposes of this section, "emergency" means a circumstance, as determined by the city, in which immediate work to utility facilities is necessary to restore lost service or prevent immediate harm to persons or property.
  - 3. No permit shall be issued for the construction or installation of utility facilities or any work within the public rights-of-way unless the utility operator has first applied for and received a license pursuant to this chapter or holds a valid franchise from the city.
- D. Permit Applications. Applications for construction permits shall be submitted upon forms to be provided by the city and shall be accompanied by drawings, plans and specifications in sufficient detail to demonstrate:
  - 1. That the construction, installation or other work in the public rights-of-way related to utility facilities will be in accordance with all applicable laws, codes, ordinances, rules and regulations and the license or franchise.
  - 2. The location and route of all utility facilities to be installed above ground, including on existing utility poles.

3. The location and route of all new utility facilities on or in the public rights-of-way to be located under the surface of the ground, including the line and grade proposed for the burial at all points along the route which are within the public rights-of-way. Existing facilities shall be differentiated on the plans from new construction.
4. The location of all of applicant's existing underground utility facilities, including conduits, ducts, pipes, mains and installations which are within the public rights-of-way along the underground route proposed by the applicant. A cross-section shall be provided showing new or existing facilities in relation to the street, curb, sidewalk or public right-of-way.
5. The construction methods to be employed for protection of existing structures, fixtures, and facilities within or adjacent to the public rights-of-way, and description of any improvements that applicant proposes to temporarily or permanently remove or relocate.
6. The applicant has an adequate traffic control plan to protect bicyclists, pedestrians, construction personnel, and vehicular traffic, and to warn and safeguard the public against injury or damage resulting from the work.

E. Applicant's Verification. All permit applications shall be accompanied by the verification of a registered professional engineer, or other qualified and duly authorized representative of the applicant, that the drawings, plans and specifications submitted with the application comply with applicable technical laws, codes, ordinances, rules and regulations.

F. Construction Schedule. All permit applications shall be accompanied by a written construction schedule, which shall include a deadline for completion of construction. The construction schedule is subject to approval by the city.

G. Construction Permit Fee. Prior to issuance of a construction permit, the applicant shall pay a permit fee in an amount determined by resolution of the council.

H. Issuance of Permit. If satisfied that the applications, plans and documents submitted comply with all requirements of this code and the license or franchise, the city shall issue a permit authorizing work in the public rights-of-way, subject to such further conditions, restrictions or regulations affecting the time, place and manner of performing the work as the city may deem necessary or appropriate.

I. Notice of Construction. Except in the case of an emergency, the permittee shall notify the city not less than two working days in advance of any work in the public rights-of-way.

J. Compliance with Permit. All work, construction practices and activities shall be in accordance with the permit and approved final plans and specifications for the facilities. The city and its representatives shall be provided access to the work site and such further information as they may require to ensure compliance with such requirements.

K. Noncomplying Work. All work that does not comply with the permit, the approved or corrected plans and specifications for the work, or the requirements of this code, shall be promptly removed or corrected at the sole cost and expense of the permittee.

L. Completion of Construction. The permittee shall promptly complete all construction activities so as to minimize disruption of the public rights-of-way and other public and private property. All construction work within the public rights-of-way, including restoration, must be completed within the construction schedule set forth in the approved permit, which shall not exceed one hundred twenty days of the date of issuance of the construction permit unless an extension or an alternate schedule has been approved

pursuant to the schedule submitted and approved by the appropriate city official as provided in subsection F of this section.

- M. As-Built Drawings. If requested by the city, the permittee shall furnish the city with two complete sets of plans in a format acceptable to the city drawn to scale and certified to the city as accurately depicting the location of all utility facilities constructed pursuant to the permit. These plans shall be submitted to the public works director or designee within sixty days after completion of construction, in a format acceptable to the city.
- N. Restoration of Public Rights-of-Way.
  - 1. When a permittee, or any person acting on its behalf, does any work in or affecting any public rights-of-way or city property, it shall, at its own cost and expense, promptly remove any obstructions therefrom and, unless otherwise directed by the city, restore such public rights-of-way or property to the same or better condition as existed before the work was undertaken, in accordance with applicable federal, state and local laws, codes, ordinances, rules and regulations as determined by the public works director or designee.
  - 2. If weather or other conditions do not permit the complete restoration required by this section, the permittee shall temporarily restore the affected public rights-of-way or property. Such temporary restoration shall be at the permittee's sole cost and expense and the permittee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration. Any corresponding modification to the construction schedule shall be subject to approval by the city.
  - 3. If the permittee fails to restore any portion of the public rights-of-way or property as required in this chapter, the license and the permit issued by the city, the city shall give the permittee written notice and provide the permittee a reasonable period of time not exceeding thirty days to restore the public rights-of-way or property. If, after said notice, the permittee fails to restore the public rights-of-way or property to as good a condition as existed before the work was undertaken or as otherwise directed by the city pursuant to this subsection N, the city shall cause such restoration to be made at the sole cost and expense of the permittee.
  - 4. A permittee or other person acting on its behalf shall use suitable barricades, flags, flagging attendants, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such public rights-of-way or property.
- O. Performance and Completion Bond. Unless otherwise agreed to by the city, a performance bond or other form of surety acceptable to the city equal to at least one hundred percent of the estimated cost of permittee's work within the public rights-of-way in the city shall be provided before construction is commenced.
  - 1. The surety shall remain in force until sixty days after substantial completion of the work, as determined in writing by the city, including restoration of public rights-of-way and other property affected by the construction.
  - 2. The surety shall guarantee, to the satisfaction of the city:
    - a. Timely completion of construction;
    - b. Construction in compliance with applicable plans, permits, technical codes and standards;

- c. Proper location of the facilities as specified by the city;
- d. Restoration of the public rights-of-way and other property affected by the construction; and
- e. Timely payment and satisfaction of all claims, demands or liens for labor, material, or services provided in connection with the work.

**13.36.080 Location of utility facilities.**

- A. Facilities. Upon request, each utility operator shall provide the city with an accurate map or maps, in a format acceptable to the city, certifying the location of all of its utility facilities within the public rights-of-way in the city.
- B. Location of Facilities. Whenever any existing electric utilities, cable service facilities or communications service facilities are located underground within a public right-of-way in the city, a utility operator proposing to occupy the same public right-of-way must also locate its utility facilities underground. This requirement shall not apply to the installation of facilities used for transmission of electric energy at nominal voltages in excess of 35,000 volts, or to antennas, pedestals, cabinets or other equipment of any utility operator where underground operation is not technically feasible and the city has approved an above-ground location.
- C. Interference with the Public Rights-of-Way. No utility operator may locate or maintain its utility facilities so as to unreasonably interfere with the use of the public rights-of-way by the city, by the general public or by other persons authorized to use or be present in or upon the public rights-of-way. All use of public rights-of-way shall be consistent with city codes, ordinances, rules and regulations.
- D. Relocation or Removal of Facilities.
  - 1. When the city determines, in its sole discretion, that it is in the public interest, public convenience and/or is a public necessity, a utility operator shall, at no cost or expense to the city, temporarily or permanently remove, relocate, change or alter the position of any utility facility within a public right-of-way, including relocation of aerial facilities underground; provided that underground relocation shall not be required for facilities for which underground operation is not technically feasible and the city has approved the continued use of the above-ground location. A utility operator shall complete the removal, relocation, change or alteration, including any required restoration, in the timeline provided by the city. This requirement to timely remove, relocate, change or alter the position of utility facilities also applies when such work is required to accommodate private development.
  - 2. The city will cooperate with the utility operator in securing alternate locations in the public rights-of-way; provided that the city shall bear no responsibility or cost to secure any alternate location either within or outside the public rights-of-way, or otherwise compensate or assist the utility operator in relocation of the facilities.
  - 3. The city shall coordinate the schedule for relocation of utility facilities and shall provide written notice of the time by which the utility operator must remove, relocate, change, alter or underground its facilities, which shall not be less than thirty days except as provided in subsection D.4 of this section.
  - 4. If a utility operator fails to remove, relocate, change, alter or underground any utility facility as required by the city, the utility operator shall pay all costs and expenses incurred by the city due to such failure, including but not limited to costs related to

project delays, and the city may cause the utility facility to be removed, relocated, changed, altered or undergrounded at the utility operator's sole cost and expense using qualified workers in accordance with applicable state and federal laws and regulations. The utility operator shall reimburse the city within thirty days of receipt of an invoice from the city.

5. In the event of a public health or safety emergency, as determined by the city, the city may require a utility operator to immediately remove, relocate, change or alter the position of any utility facility within a public right-of-way. The city retains the right and privilege to cut or remove, relocate, change or alter the position of any utility facility within a public right-of-way, without notice, as the city may determine to be necessary, appropriate or useful in response to a public health or safety emergency, as determined by the city. The city will use qualified personnel or contractors consistent with applicable state and federal safety laws and regulations to the extent reasonably practicable without impeding the city's response to the emergency.

E. Removal of Unauthorized and Abandoned Facilities.

1. Within thirty days following written notice from the city, any utility operator, or other person that owns, operates or controls any unauthorized utility facility or related appurtenances within the public rights-of-way in the city shall, at its own cost and expense, remove such facilities or appurtenances from the public rights-of-way in the city. If the utility operator or person fails to remove any unauthorized facilities or appurtenances, the utility operator or person shall pay all costs and expenses incurred by the city due to such failure, including but not limited to costs related to project delays, and the city may cause the utility facility or appurtenances to be removed at the utility operator's or person's sole cost and expense using qualified workers in accordance with applicable state and federal laws and regulations. The utility operator or other person shall reimburse the city within thirty days of receipt of an invoice from the city.
2. A utility facility is unauthorized and subject to removal in the following circumstances:
  - a. One year after the expiration, revocation or termination of the grantee's license.
  - b. Upon abandonment of a utility facility within the public rights-of-way in the city. All or any portion of a utility facility will be considered abandoned when it is deactivated, out of service, or not used for its authorized purpose for a period of one year or longer; provided that a utility operator may overcome this presumption by providing plans for future use of the facilities. A utility facility will not be considered abandoned if it is temporarily out of service during performance of repairs or if the facility is being replaced.
  - c. If the utility facility was constructed or installed without the appropriate prior authority at the time of installation.
  - d. If utility facility was constructed or installed at a location not permitted by the grantee's license or franchise, or the applicable permit.

F. Relocation or Removal by City. The city shall not be liable to any utility operator for any damage to utility facilities, or for any consequential losses resulting directly or indirectly therefrom, by the city or its contractor in removing, relocating, changing, altering or undergrounding the facilities pursuant to subsections D or E of this section, or resulting from the utility operator's failure to remove, relocate, change, alter or underground its

facilities as required by those subsections, unless such damage arises solely and directly from the city's negligence or willful misconduct.

G. Coordination of Construction Activities. All utility operators are required to make a good faith effort to cooperate with the city in coordinating construction activities in the public rights-of-way.

1. By January 1<sup>st</sup> of each year, utility operators shall provide the city with a schedule of their proposed construction activities in, around or that may affect the public rights-of-way.
2. If requested by the city, each utility operator shall meet with the city annually or as determined by the city, to schedule and coordinate construction in the public rights-of-way. At that time, city will provide available information on plans for local, state, and/or federal construction projects.
3. All construction locations, activities and schedules shall be coordinated, as ordered by the public works director or designee, to minimize public inconvenience, disruption or damage.

#### **13.36.090 Rights-of-Way fees.**

- A. Every utility operator occupies the rights-of-way for purposes of the privilege tax and right-of-way fee set forth in Scappoose Municipal Code Chapter 3.08 and must comply with the applicable payment and reporting obligations in Scappoose Municipal Code Chapter 3.08 unless the utility operator has valid franchise from the city expressly authorizing the provision of all utility services the utility operator provides in the city.
- B. Every utility provider uses the rights-of-way for purposes of the privilege tax set forth in Scappoose Municipal Code Chapter 3.08 and must comply with the applicable payment and reporting obligations in Scappoose Municipal Code Chapter 3.08 unless the utility provider has valid franchise from the city expressly authorizing the provision of all utility services the utility provider provides in the city.
- C. Notwithstanding the provisions of subsection A and B or the requirements of Scappoose Municipal Code Chapter 3.08, a person that is a utility operator and a utility provider shall pay only the greater of the amounts due under subsection A and subsection B, not both. In the event the fees due under subsection A and subsection B are the same, such person shall pay the privilege tax due under subsection A only.
- D. If a utility operator or utility provider has a valid franchise from the city but provides utility services in the city that are not expressly authorized by the franchise, the utility operator or utility provider shall be subject to subsection A and/or subsection B for all utility services not expressly authorized by the franchise.
- E. No acceptance of any payment shall be construed as accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the city may have for further or additional sums payable.
- F. Unless otherwise agreed to in writing by the city, the fees set forth under this section shall be paid as provided in Scappoose Municipal Code Chapter 3.08.
- G. The calculation of the fees required by this section shall be subject to all applicable limitations imposed by federal or state law in effect and as may be subsequently amended.
- H. The city reserves the right to enact other fees and taxes applicable to person(s) subject to this chapter. Unless expressly permitted by the city in enacting such fee or tax, or

required by applicable state or federal law, no person may deduct, offset, or otherwise reduce or avoid the obligation to pay any lawfully enacted fees or taxes based on the payment of the fees required under this chapter.

- I. Within thirty days of a written request from the city, or as otherwise agreed to in writing by the city, every utility operator and utility provider shall furnish the city, at no cost to the city, information sufficient to demonstrate compliance with this section. If the city's review or audit of the books, records and other documents or information of the utility operator or utility provider demonstrates that the utility operator or utility provider has underpaid the rights-of-way use fee or rights-of-way access fee by three percent or more, the utility operator or utility provider shall reimburse the city for the cost of the review or audit, in addition to any interest and penalties owed under this chapter. Any underpayment, including any interest, penalties or audit cost reimbursement, shall be paid within thirty days of the city's notice to the utility operator or utility provider of such underpayment. The utility provider or utility operator shall maintain records subject to this subsection for not less than six years.
- J. Fees required by this section that are not received by the city on or before the due date are subject to the following late payment charges, in addition to the amount due and interest pursuant to Scappoose Municipal Code Chapter 3.08:
  1. First occurrence during any one calendar year: ten percent of the amount owed, or twenty-five dollars, whichever is greater.
  2. Second occurrence during any one calendar year: fifteen percent of the amount owed, or fifty dollars, whichever is greater.
  3. Third occurrence during any one calendar year: twenty percent of the amount owed, or seventy-five dollars, whichever is greater.
  4. Fourth occurrence during any one calendar year: twenty-five percent of the amount owed, or one hundred dollars, whichever is greater.

#### **13.36.100 General provisions.**

- A. Governing Law. Any license granted under this chapter is subject to the provisions of the Constitution and laws of the United States, and the state of Oregon and the ordinances and Charter of the city.
- B. Severability and Preemption. If any article, section, subsection, sentence, clause, phrase, term, provision, condition, covenant or portion of this chapter is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, or superseded by state or federal legislation, rules, regulations or decision, the remainder of the chapter shall not be affected thereby but shall be deemed as a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof, and each remaining section, subsection, sentence, clause, phrase, term, provision, condition, covenant and portion of this code shall be valid and enforceable to the fullest extent permitted by law. In the event that federal or state laws, rules or regulations preempt a provision or limit the enforceability of a provision of this chapter, then the provision shall be read to be preempted to the extent and for the time required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding, without the requirement of further action on the part of the city.

C. Penalties.

1. Any person found in violation of any provision of this chapter or the license shall be subject to a penalty of not less than one hundred fifty dollars nor more than two thousand five hundred dollars per day for each day the violation has existed. Each violation of any provision of this chapter or the license shall be considered a separate violation for which separate penalties can be imposed. A finding of a violation of this chapter or a license and assessment of penalties shall not relieve the responsible party of the obligation to remedy the violation.
2. The city manager or designee is authorized to find a person in violation of this chapter or a license and establish the amount of the penalties as provided in this subsection C. Prior to imposing any penalties, the city manager or designee shall provide such person with notice of the violation and an opportunity to refute the assertion of a violation, provide evidence that the violation has been cured, or provide information relevant to the determination of the amount of any penalty as provided in this subsection C. The city manager or designee shall provide written findings stating the basis for the finding of a violation and for the amount of the penalty imposed.
3. In establishing the amount of any penalty, the city manager or designee shall consider any of the following factors that the city manager or designee deems relevant:
  - a. The actions taken by the person to mitigate or correct the violation;
  - b. Whether the violation is repeated or continuous in nature;
  - c. The magnitude or gravity of the violation;
  - d. The cooperativeness of the person with the city;
  - e. The cost to the city of investigating, correcting, attempting to correct and/or prosecuting the violation; and
  - f. Any other factor deemed by the city manager or designee to be relevant.
4. A person subject to penalties under the provisions of this subsection C may appeal the city manager or designee's decision to the council by filing a written notice of appeal with the council within fourteen days after the receipt of the written findings. A person subject to penalties under the provisions of this subsection C may seek judicial review of the council's decision by way of writ of review as provided in ORS 34.010-34.100 and not otherwise.
5. The penalties imposed by this section are in addition to and not in lieu of any remedies available to the city.

D. Other Remedies. Nothing in this chapter shall be construed as limiting any judicial remedies that the city may have, at law or in equity, for enforcement of this chapter.

E. Application to Existing Ordinance and Agreements. To the extent that this chapter is not in conflict with and can be implemented with existing ordinances and franchise agreements, this chapter shall apply to all existing ordinances and franchise agreements for use of the public right-of-way for utility facilities.

**EXHIBIT B**  
**Chapter 3.08**  
**PUBLIC UTILITY TAXES**

Sections:

- 3.08.010      Franchise required.**
- 3.08.020      Definitions.**
- 3.08.030      Privilege tax.**
- 3.08.032      Right-of-way permits.**
- 3.08.040      Franchise expiration.**
- 3.08.050      Report of gross earnings.**
- 3.08.060      Payment--Penalty and interest.**
- 3.08.070      Retroactivity.**

**3.08.010      Franchise required.**

A. All persons, firms, copartnerships, associations, corporations, districts, and quasi-municipal or public corporations operating or desiring to operate a utility as defined in this chapter within the corporate limits of the city that has not obtained a license as required pursuant to Scappoose Municipal Code Chapter 13.36 shall obtain a franchise regulating use of city streets and rights-of-way.

B. If any utility operates upon streets and rights-of-way within the corporate limits of the city without a license or franchise, the utility shall be subject to the provisions of Scappoose Municipal Code Chapter 13.36.

**3.08.020      Definitions.**

As used in this chapter:

"Gross revenue" means and includes any revenue earned within the city from the sale of utility services after adjustment for the net write-off of uncollectible accounts computed on the average annual rate for the entire utility, excluding sales of utility services by the utility to any other utility when the utility purchasing such utility services is not the ultimate consumer and is subject to the city's privilege tax or similar fees related to such services. Gross revenues do not include proceeds from the sale of bonds, mortgages, or other evidence of indebtedness, securities, or stocks and do not include revenue paid directly by the United States of America or its agencies.

"Utility" means and includes the business of supplying electrical energy, gas, communications, and other services through or associated with telephone or telegraph utilizing city streets or rights-of-way, including all "utility services" as defined in Scappoose Municipal Code Chapter 13.36.030.

**3.08.030      Privilege tax.**

Any utility, using and/or occupying and continuing to use and/or occupy the whole or any part of the streets, avenues, lanes, alleys, public highways, public grounds, or public places within the corporate limits of the city without a franchise shall pay a privilege tax for the use and occupancy of the whole or any part of the streets, avenues, lanes, alleys, public highways, public grounds, or public places within the corporate limits of the city. The privilege tax shall be in an

amount of seven percent of the gross revenue earned by the utility every three months within the corporate limits of the city. The privilege tax shall be computed as of the commencement of business, or upon the expiration of any franchise under which such utility might formerly have operated and shall be due and payable as hereinafter provided so long as the utility continues to operate within the city and to use and/or occupy the whole or any part of the streets, avenues, lanes, alleys, public highways, public grounds, or public places without a franchise. In the event a franchise is granted to any utility that is subject to the privilege tax herein required and the franchise becomes effective, then the privilege tax shall cease to apply from the effective date of the franchise. But the franchise holder shall pay the proportionate earned amount of the privilege tax for the period. The privilege tax shall in such cases become immediately due and payable. This chapter does not constitute a waiver of the city's rights to require the utility to remove its facilities or have the facilities or installations escheat to the city per ORS 221.470.

**3.08.032 Right-of-way fee.**

In the event a utility occupies or requests to occupy a city right-of-way but does not provide service to customers within the city or otherwise earn revenue within the city from such service, such utility shall pay a right-of-way fee established by the city council by resolution.

**3.08.040 Franchise expiration.**

The privilege tax herein required shall immediately apply and continue to apply to all utilities using and/or occupying and continuing to use and/or occupy the whole or any part of the streets, avenues, lanes, alleys, public highways, public grounds, or public places within the corporate limits where the utility's franchise to so operate expires and no new franchise shall have been granted and become in full force and effect.

**3.08.050 Report of gross earnings.**

Each utility subject to the privilege tax provided for in Section [3.08.030](#) shall file with the city recorder-treasurer a statement verified under oath of the utility's gross revenues earned within the boundary of the city for each three-month period. The first quarterly report shall be filed on or before April 15, 1986. Subsequent quarterly reports shall be filed on or before July 15, October 15, January 15, and April 15 of each year, and as long as the utility operates without a franchise. In the event a franchise is granted to any utility that is subject to the privilege tax required by this chapter and the franchise becomes effective, then a report shall be filed within ten days after the franchise becomes effective showing the gross revenues earned for the proportionate period of the quarter in which the franchise is granted.

**3.08.060 Payment--Penalty and interest.**

Payments required under this chapter shall be made quarterly on or before July 20, October 20, January 20, and April 20 of each year. In the event the utility fails to pay the amounts due within the times fixed, the city recorder-treasurer shall notify the city attorney of such fact, and the city attorney is authorized to and shall institute an action in the Circuit Court of the State of Oregon for Columbia County against the utility to recover the amounts due the city. Interest shall be charged and collected on any amounts not paid when due, at the rate of one percent per month or fraction of a month until paid.

**3.08.070      Retroactivity.**

It is the express intent of the city council that this chapter apply retroactively to any utility that begins its operations creating gross revenues prior to the effective date of the ordinance codified in this chapter to accomplish uniformity of taxation among utilities in the city. The privilege tax shall apply to any utility operating without a franchise from the commencement of utility service within the city.

**3.08.080      Applicable Law.**

The privilege tax, right-of-way fees and other fees and costs provided for in this chapter are subject to applicable limitations in federal and state laws and regulations.



February 10, 2026

Mayor Joseph Backus & Scappoose City Council  
City of Scappoose  
33568 East Columbia Avenue  
Scappoose, Oregon 97056

*via email:* jbackus@scappoose.gov, tmiller@scappoose.gov, jsantiago@scappoose.gov, kholmes@scappoose.gov, jhaugen@scappoose.gov, mmarquis@scappoose.gov, jriutta@scappoose.gov

**RE: Ordinance No. 925: An Ordinance Amending Title 3 & 13 of the Scappoose Municipal Code to add Chapter 13.36, Utility Use of Public Rights-of-Way, and to Amend Chapter 3.08, Public Utility Taxes And Resolution No. 26-01: A Resolution Amending the Fees and Charges for the City of Scappoose Adopted by Resolution No. 25-10**

Dear Mayor and Council:

We respectfully submit this letter, on behalf of Verizon, to the City of Scappoose, Oregon (the "City") as public comment regarding the City's proposed changes to Scappoose Municipal Code via Ordinance No. 925: An Ordinance Amending Title 3 & 13 of the Scappoose Municipal Code to add Chapter 13.36, Utility Use of Public Rights-of-Way ("ROW"), and to Amend Chapter 3.08, Public Utility Taxes (the "Ordinance"), and Resolution No. 26-01: A Resolution Amending the Fees and Charges for the City of Scappoose Adopted by Resolution No. 25-10 (the "Resolution").

## **I. Executive Summary**

We have concerns with this proposal, which seeks to expand the definition of "utility" to levy a privilege tax on wireless providers **even when they do not physically have infrastructure in the city's right-of-way (ROW)**. We contend this tax is a new levy preempted by Oregon state law, misinterprets the "use" of public rights-of-way, and will ultimately increase costs for local residents. As an alternative to this Ordinance, we encourage the City to consider a fairer approach that would charge a per-site fee structure based on the actual impact to, and placement of infrastructure in, the ROW.

Verizon's primary concerns are as follows:

- **Economic Impact on Residents:** Applying this privilege tax to the wireless industry means the City would be levying a new tax. This tax would be passed through to customers and be listed on their bills as a city fee, increasing their cost for wireless services.
- **Unlawful Taxation & Preemption:** The proposed expansion of the "utility" definition to include wireless providers operating on private property constitutes a new tax. Verizon asserts this is preempted by the Oregon Corporate Activities Tax and contradicts ORS 759.005, which excludes wireless carriers from the definition of "telecommunications service".

- In the past, the City appears to have concurred that this privilege tax is not applicable to wireless providers, as it has not required a franchise agreement with wireless providers operating without facilities in the ROW.
- **Misinterpretation of ROW "Use":** The City's staff interprets contracting for third-party fiber optic cable or electricity services as "using" the ROW. Wireless service is materially different from wireline service and being a customer of a third-party utility does not constitute direct use of the ROW. This has not historically or conventionally been considered "use" of the ROW.
- Wireless service is materially different from wireline communications service. They are two separate products. Wireless providers are not "resellers" of wired communications services.
- Lower taxes and fees incentivize investment in wireless infrastructure, which is a benefit to the community.

The sections that follow provide additional detail with respect to each of these concerns and provide additional background on the wireless industry and how incentivizing investment in wireless communications services is an advantage for the City. Thank you for this opportunity to provide input. We are grateful to the City for hearing our concerns and working with our industry to enact policy that we hope will support investment in local communities.

## II. Detailed Comments

### About the Wireless Industry

Wireless carriers such as Verizon provide a different service compared to those companies that provide cable and fiber-optic connectivity to homes and businesses (known as "wireline broadband providers"). Wireline broadband providers place actual utility lines through the ROW to serve physical addresses while wireless services are delivered via radio frequency waves. These radio frequencies wirelessly connect a mobile device with the nearest antenna. That antenna may be hidden in a church steeple, sitting on a rooftop, or mounted on a freestanding tower structure. All these solutions are known generically as cell sites. **Typically, cell sites are on private property and do not physically place any infrastructure in the ROW.**

From the cell site, the call or data session then travels through a high-speed connection to a network switching center where it is then directed to the recipient. Usually, the high-speed connection from the cell site to the networking switch is provided by a third-party fiber optic service provider. The wireless carrier contracts with the fiber provider for service just like any home or business fiber service customer. The electricity that runs the site is also connected via a service connection from the local power provider, just like for most homes and businesses.

### Wireless Providers Provide a Materially Different Service

Wireless providers, like Verizon, are typically customers of the wireline broadband companies (who own the fiber optic cables located in the ROW) and are already subject to the privilege tax. The assertion that wireless providers who are mere customers of third party wired broadband service providers "use" the ROW is an unconventional interpretation and is an inaccurate representation of modern communications industries. We understand that the City is seeking to address situations where service

resellers are avoiding taxes. However, it is inaccurate to apply that standard to Wireless service providers. Wireless service is materially different from wired broadband services.

Like any business, wireless communications providers contract for the utility services needed to operate their business. In this case, wireless providers contract with power companies and with fiber optic broadband service providers for the utilities needed to operate a wireless communications facility. The wireless provider pays those utility service providers for the utilities needed to send and receive wireless communications radio signals. The end user applications of these services are also significantly different. In fact, most households have both a wired broadband service connection while individuals contract separately for mobile services because they are separate forms of service.

Wireless providers are customers of wireline broadband companies, and they use that utility service, in conjunction with power service and specialized equipment, to provide the fundamentally different product of wireless service through wireless radio frequency signals.

#### **The Cost of a Privilege Tax on Wireless Will Fall to Residents**

Today, there is no privilege tax applicable to Verizon for “use” of the ROW in the City because we have no infrastructure of our own in the ROW. In cities where Verizon is subject to a privilege tax, these fees are itemized on customer bills as an additional charge, increasing the price of wireless service for residents. Eugene is the only other Oregon city with a privilege tax on wireless providers. Customer bills there do include a line item which clearly states the city is charging this fee. We believe imposing a privilege tax in this way acts similarly to a regressive sales tax.

#### **The Ordinance Imposes a New Privilege Tax on Wireless - Not Permissible Under State Law**

Under the current SMC Chapter 3.08, a privilege tax is levied on any “Utility” that uses and/or occupies the ROW. Utility is specifically defined as “the business of supplying electrical energy, gas, communications, and other services through or associated with telephone or telegraph utilizing city street or rights-of-way.” Wireless Communications providers are not considered a “Utility” under this definition, provided that they use private property for the infrastructure that provides service, and not the ROW. In the past, the City appears to have concurred that this privilege tax is not applicable to wireless providers, as it has not required a franchise agreement with wireless providers operating without facilities in the ROW.

The Ordinance, as drafted, would expand this definition of “Utility” significantly by adding the definition of “utility services” as proposed in the new code section 13.36. This definition, coupled with the associated expanded definition of “communications service” seems aimed at creating a clearer path for the City to define “Utility” to include wireless providers even when they do not have their own actual infrastructure in the City’s ROW.

Staff has also confirmed that the term “use” would apply to the wireless providers with no antennas, radios, or other wireless transmission equipment in the ROW. The Council Action & Staff Report (the “Staff Report”) on this matter, submitted on January 14, 2026, in advance of the January 20, 2026 Scappoose City Council meeting, indicates that the City does intend to charge wireless providers this privileged tax specifically. The Staff Report states, “We also anticipate that the new license and registration process in SMC Chapter 13.36, if adopted, will identify utilities that have been using the City’s rights-of-way but do not have franchise agreements and thus have not been paying franchise fees or the privilege tax. For example, some entities like cell providers may utilize facilities in the rights-of-way to provide their cell service but have not been paying the privilege tax as currently required in SMC Chapter 3.08.”

Verizon takes exception to the statement above from the Staff Report. Verizon holds that, under the current definition of "Utility" in Chapter 3.08, and a conventional interpretation of ROW "use", Verizon does not currently fall under the definition of "Utility", and therefore is not subject to the current privilege tax. If Verizon were to install facilities within the City's ROW, then under the current language of Chapter 3.08, Verizon would be required to obtain a franchise agreement. Verizon currently operates service in Scappoose only from sites on private property and therefore is not a "Utility" under this definition. Furthermore, Oregon state law, under ORS 759.005, explicitly excludes radio common carriers (wireless/cellular) from the definition of "telecommunications service" and "utility".

Any attempt by the City to impose a percentage of revenue privileged tax on a wireless provider operating without antennas, radios, and other wireless equipment in the ROW, would be a new privilege tax, which is preempted by the Oregon Corporate Activities Tax, which centrally assesses commercial activity in the state.<sup>1</sup> Such a tax is therefore unlawful.

#### **When a Wireless Provider Does Have Infrastructure in the City's ROW**

While this is not the case for Verizon in Scappoose at this time, sometimes wireless service providers will install antennas, radios, and other equipment within the ROW. Usually, such facilities are attached to utility poles owned by a local power or communications company, or attach to street light poles. Small cell wireless facilities frequently make use of the ROW, and where private property options are limited, macro site facilities might also be located on utility poles in the ROW. Should a wireless provider install such facilities, it is Verizon's understanding that the provisions of Chapter 3.08, as currently enacted, would require a franchise agreement and associated fees and taxes.

Presently, Verizon serves the City of Scappoose utilizing wireless facilities located on private property only. However, should circumstances drive Verizon to seek to operate facilities in the ROW, the current privilege tax structure would be cost prohibitive and would likely deter investment. To incentivize investment in wireless infrastructure, the City may want to consider specifically exempting wireless from revenue-based fees and instead levy fees on a per site basis. Reasonable fees, levied on a per site bases would help to incentivize investment in wireless infrastructure.

Furthermore, as a matter of logistics, wireless carriers do not bill customers based on which sites they utilize. Wireless service is by definition mobile and not tied to a physical location. Wireless carriers are not able to attribute a portion of gross revenue to a specific facility, because wireless revenues are linked to billing addresses and not the address where service is provided. In fact, due to the nature of the service, people often receive service in locations that are very far from their billing address.

#### **Fair Fees for Wireless Service Are in the Best Interest of the City**

Robust wireless service supports economic & community development.

Federal regulations aimed at decreasing the cost of deploying wireless communications infrastructure exist to strengthen the U.S. economy and improve the quality of life for citizens. In fact, 74% of Americans say the government should make it easier to build wireless networks.<sup>2</sup>

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<sup>1</sup> ORS 317A.158 (the 2019 Corporate Activity Tax).

<sup>2</sup> CTIA Industry Data (9/7/23).

For over forty years the wireless industry has pushed the boundaries of what is possible – helping America become the most innovative and advanced country on earth. Connecting everyone and everything is unlocking innovation across every part of our lives—powering breakthroughs in healthcare, energy, manufacturing, agriculture, transportation and education. Wireless industry innovation is creating new industries and new jobs, improving safety, reducing waste and enhancing our environment.

Wireless services support emergency preparedness.

The reliability of a cell phone is never more important than when a crisis strikes. In such situations, a simple call or text message can make the difference between life and death. According to NENA the 9-1-1 Association, “[a]n estimated 240 million calls are made to 9-1-1 in the U.S. each year. In many areas, 80% or more are from wireless devices.”<sup>3</sup> In Oregon, 82.5% of 911 calls are from a wireless phone.<sup>4</sup>

Wireless technology is also critical for emergency services. Wireless carriers coordinate with first responders and can mobilize charging stations, special equipment, emergency vehicles and more to support local, state and federal agencies in the event of an emergency. Wireless services also provide the connectivity that first responders need to operate most effectively, including connectivity for mobile devices on their person and in their vehicles.

Wireless service improves quality of life.

Wireless communication services are essential for supporting our communities. With 76% of adults living in homes without a landline phone,<sup>5</sup> recent increases in remote work, and many essential tools we use every day moving to wireless applications, promoting a robust high-capacity wireless communications network is more important than ever.

Wireless communications are a critical component in today’s medical field as well, allowing for improved health services, particularly for the most vulnerable members of our communities. Smart pill bottles and cases can help patients and their caregivers track medication usage, ensuring medications are taken on time and correctly. This supports increased medical compliance, provides more consistent care, and enables preventative care, keeping patients in their homes longer and reducing the number of emergency visits to the doctor’s office or hospital. Wireless connected glucose monitors, blood-pressure cuffs, and EKGs can track a patient’s vital signs and catch an issue before it turns into an emergency. Pacemakers and sleep apnea monitors can be tracked remotely. Routine eye exams can be conducted with a wireless device connected to a smartphone, bringing solutions to many that would otherwise go unsupported.

Wireless technology is also essential for those who work remotely or take remote classes through school and enables improvements in home energy efficiency and home security. More and more, wireless technologies are revolutionizing how people live, work, and stay connected to the people who matter most.

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<sup>3</sup> [www.nena.org/?page=911Statistics](http://www.nena.org/?page=911Statistics)

<sup>4</sup> <https://www.911.gov/issues/911-stats-and-data/>

<sup>5</sup> National Center for Health Statistics, National Health Interview Survey Early Release Programs, Wireless Substitution: Early Release of Estimates from the National Health Interview Survey, July-December 2023, released June 2024.

Please support our industry's efforts to bring vital services and investment to this community by instituting policies that support investment in wireless infrastructure. We are grateful for this opportunity to provide you with our input. Thank you for hearing Verizon's Concerns.

Sincerely,



Troy Gagliano

cc. Benjamin Burgener, City Manager, bburgener@scappoose.gov



## RESOLUTION NO. 26-01

### A RESOLUTION AMENDING THE FEES AND CHARGES FOR THE CITY OF SCAPPOOSE ADOPTED BY RESOLUTION NO. 25-10

**WHEREAS**, on June 16, 2025, the City of Scappoose adopted Resolution No. 25-10 to establish the fees and charges that, by City Ordinance, are to be set by Council resolution; and

**WHEREAS**, on January 20, 2026, the Scappoose City Council adopted Ordinance No. 925, updating Scappoose Municipal Code Title 13 to add a new Chapter 13.36 to manage use of the public rights-of-way by utilities with facilities in the public rights-of-way and/or using those facilities to provide services to customers in the City; and

**WHEREAS**, Ordinance No. 925 also makes conforming changes to Chapter 3.08, Public Utility Taxes; and

**WHEREAS**, new Chapter 13.36 provides that the City Council shall by resolution establish a registration fee and license application fee to cover the City's costs related to the annual registration application and the license application, which fees are not included in the fees and charges set forth in Resolution No. 25-10;

**WHEREAS**, Chapter 3.08.032 provides that the City Council shall by resolution establish a fee, designated as a "right-of-way fee" as amended by Ordinance No. 925, which applies in lieu of the privilege tax in Chapter 3.08.030 to utilities that do not provide service to customers within the city or otherwise earn revenue within the city from such service.

#### NOW THEREFORE, BE IT RESOLVED:

**Section 1.** The Public Works Fees and Community Development Fees attached as Exhibit D to Resolution No. 25-10 are hereby amended to add the following after the "Street Re-naming" fees at the end of the "Public Works" fees on page 4:

Right-of-Way Fee	\$2.75 per Linear Feet of Utility Facilities in the Rights-of-Way or \$5,000 per year, whichever is greater	Annual
Right of Way Registration Fee	\$100.00	Annual
Right of Way License Application Fee	\$250.00	5-year license

**Section 2. Effective Date.** This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council this \_\_\_\_ day of February, 2026, and signed by the Mayor and City Recorder in authentication of its passage.

CITY OF SCAPPOOSE, OREGON

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Joseph A. Backus, Mayor

Attest: \_\_\_\_\_

Susan M. Reeves, MMC  
City Recorder/HR

**City of Scappoose**  
**Council Action & Staff Report**

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**Date Submitted:** February 12, 2026

**Agenda Date Requested:** February 17, 2026

**To:** Scappoose City Council

**From:** Benjamin Burgener, City Manager  
 Nancy Werner, Bradley Werner, LLC (Franchise Legal Counsel)

**Subject:** New Solid Waste Franchise

**Type of Action Requested:**

<input checked="" type="checkbox"/>	<b>Resolution</b>	<input checked="" type="checkbox"/>	<b>Ordinance</b>
<input type="checkbox"/>	<b>Formal Action</b>	<input type="checkbox"/>	<b>Report Only</b>

**Issue**

The City's solid waste franchise with Waste Management for garbage and recycling service in the City expires on February 18, 2026. Staff have been working with Waste Management to update the current franchise and ensure it is consistent with the City's Solid Waste Management Ordinance, SMC Chapter 8.16. Staff and Waste Management have agreed on the terms of a renewed franchise. SMC Chapter 8.16 establishes a solid waste advisory committee that must, among other things, review the franchise at the time of renewal and review any rate increases requested by the franchised garbage hauler. For this item, the Council will designate itself as the solid waste advisory committee for purposes of reviewing the proposed new franchise and rate, which will then be considered by the Council.

**Analysis**

The proposed renewed franchise is similar to the current franchise, with minor updates for clarity and consistency with Chapter 8.16. The significant changes in the renewed franchise are:

- (1) Removing the rate schedule from the franchise and instead enacting it by Council resolution, which allows the City to more easily revisit the rates as needed.
- (2) Increasing the franchise fee from 5% to 7% of gross revenues and allowing the City to further increase the franchise fee rate by Council resolution.
- (3) Retaining the 5 year term of the franchise, but with automatic 5 year renewals unless either party opts to terminate, and with the ability for the City or Waste Management to renegotiate the franchise at any time after the first 5 year term.

- (4) Clarifying that Waste Management will empty all garbage cans on City property and rights-of-way.
- (5) Explicitly stating the current practice that Waste Management will help the City comply with state recycling regulations.

This item includes a resolution to approve Waste Management's service rates, which have been set by using the current rates and increasing them to cover the increased franchise fee. The resolution also approves the franchise fee increase set forth in the franchise agreement.

Because the current franchise will expire on February 18, to ensure there is no disruption in garbage or recycling collection in the City and for the immediate preservation of the public peace, health and safety of the residents of the City, staff recommend declaring an emergency and providing that the franchise shall be effective upon the date of its adoption.

### **Fiscal Impact**

The increased franchise fee will generate additional revenue to the City.

### **Recommendation**

1. Staff recommend that Council, acting as the solid waste advisory committee, review the proposed franchise and new rates and recommend the Council adopt both.
2. Staff recommend that Council adopt Ordinance 926 as written, and declare that the franchise ordinance is necessary for the immediate preservation of the public peace, health and safety of the residents of the City and, therefore, an emergency is declared to exist and the ordinance shall be effective upon the date of its adoption.
3. Staff recommend that Council adopt Resolution 26-02, A Resolution Establishing the Rate Schedule and Franchise Fees for Solid Waste Management and Collection Services in the City, as written.

### **Suggested Motion**

#### **First reading of Ordinance 926:**

1. I move Council approve Ordinance 926 as written, and declare that the franchise ordinance is necessary for the immediate preservation of the public peace, health and safety of the residents of the City and, therefore, an emergency is declared to exist and the ordinance shall be effective upon the date of its adoption.

#### **Adoption of Resolution 26-02:**

2. I move Council approve 26-02, A Resolution Establishing the Rate Schedule and Franchise Fees for Solid Waste Management and Collection Services in the City, as written.

### **Exhibits**

1. Ordinance 926: Solid Waste Management Franchise
2. Resolution 26-02: A Resolution Establishing the Rate Schedule and Franchise Fees for Solid Waste Management and Collection Services in the City, including Exhibit A, City of Scappoose Garbage and Recycling Rates Effective as of February 17, 2026

## ORDINANCE NO. 926

AN ORDINANCE RELATING TO SOLID WASTE MANAGEMENT AND COLLECTION WITHIN THE CITY OF SCAPPOOSE AND GRANTING AN EXCLUSIVE FRANCHISE TO WASTE MANAGEMENT OF OREGON, INC. THEREFORE; DEFINING THE TERMS THEREOF; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; DECLARING AN EMERGENCY.

THE CITY OF SCAPPOOSE DOES ORDAIN AS FOLLOWS:

**Section 1. Title.** This ordinance shall be known as the “Solid Waste Management Franchise Ordinance” and may be referred to herein as “this Ordinance.”

**Section 2. Purpose, Policy and Scope.** It is declared to be the public policy of the City of Scappoose to protect the health, safety and welfare of the citizens of the City of Scappoose and to regulate solid waste management and collection by:

- (a) Ensuring safe, economical, efficient and comprehensive solid waste service.
- (b) Ensuring service rates and charges that are just and reasonable and adequate to provide necessary public service;
- (c) Prohibiting rate preference and other discriminatory practices;
- (d) Providing technologically and economically feasible collection services by and through franchisees;
- (e) Prohibiting any person or persons from providing solid waste collection services or recycling services for compensation within the City of Scappoose, except as provided in this Ordinance, on or after January 1, 2016.

**Section 3. Definitions.** Except where the context clearly indicates a different meaning, or where a term is defined below, the definitions appearing in ORS 459.005 and regulations promulgated under state law are applicable to this Ordinance. The singular includes the plural and vice versa. As used in this Ordinance, the following words shall be defined as follows:

- (a) **Bulky wastes.** Means items of solid waste of a size and/or shape that precludes collection in regular container, and which are considered usual household items, including large appliances (such as stoves, dishwashers, clothes washing machines, dryers or water heaters), furniture (such as chairs or sofas), televisions, mattresses, or other similar large items placed at the curb as discrete separate items.
- (b) **Call-back Charge.** A flat rate charge which may be assessed to a customer when, due to no fault whatsoever of the Franchisee, a customer has requested a collection truck to return on the regular service day to pick up refuse remaining at the premise after the regular pick up time of that customer. Call-back fees do not apply to missed containers that were at the appointed location at the designated time, or to clean up

refuse spilled or strewn by the employees or equipment of the Franchisee.

(c) City. The City of Scappoose. Where the city limits are extended, the City shall include such extended geographic boundaries, even where this extension occurs after the effective date of this franchise.

(d) City Council or Council. The City Council of the City of Scappoose.

(e) Collection Service. The collection, transportation or disposal of solid waste or recyclables or both, excepting the collection, transportation or disposal of materials for which a certificate is required under ORS 822.110.

(f) Commercial. Stores, offices including manufacturing and industry offices, restaurants, warehouses, schools, colleges, universities, hospitals and other non-manufacturing entities, manufacturing entities, and entities, which occupy more than fifty percent (50%) of the floor area of a residence, but not including multifamily or condominium complexes.

(g) Compensation. Compensation includes:

(1) Any type of compensation paid for service including the payment of money, goods, services or benefits by tenants, lessees, occupants or similarly situated persons to the property owner or landlord of the property being rented or leased; and

(2) The exchange of service between persons, except that compensation does not include the benefits, incidental advantages or tax advantages resulting from the donation of services or any form of solid waste.

(h) County. Columbia County, a political subdivision of the State of Oregon.

(i) Curbside. As defined here, may also be called “curbside/roadside” means a location within three (3) feet of public right-of-way. This does not allow the garbage or recycling receptacle to be placed on the inside of a fence or enclosure even if the receptacle is within three (3) feet of said road or roads. For residences on “Flag Lots”, private roads, or driveways, “Curbside or Roadside” shall be the point where the private road or driveway intersects a city road, public access road, state road or federal road.

(j) Disposal Site. Land and facilities used for the disposal, handling or transfer of, or energy recovery, material recovery and recycling from solid wastes, including but not limited to dumps, landfills, sludge lagoons, sludge treatment facilities, disposal sites for septic tank pumping or cesspool cleaning service, transfer stations, energy recovery facilities, incinerators for solid waste delivered by the public or by a collection service, composting plants and land and facilities previously used for solid waste disposal at a land disposal site; but the term does not include a facility authorized by a permit issued under ORS 466.005 to 466.385 to store, treat or dispose of both hazardous waste and solid waste; a facility subject to permit requirements of

ORS 468B.050 or 468B.053; a site which is used by the owner or person in control of the premises to dispose of soil, rock, concrete or other similar non decomposable material, unless the site is used by the public either directly or through a collection service; or a site operated by a wrecker issued a certificate under ORS 822.110.

(k) Drop Box Service. Service of containers that are collected by roll-off truck and transported directly to a disposal site.

(l) Effective Date. The date the franchise granted by this Ordinance becomes effective, as set forth in Section 22.

(m) Extra Fee. A variable rate charge which may be assessed to a residential customer for refuse or yard waste, or commercial customer for refuse in addition to that contained in the roll cart or drop box, as applicable, pursuant to the rate schedule.

(n) Force Majeure. Acts of God, natural disaster, landslides, lightning, forest fires, storms, floods, freezing, earthquakes, epidemics, volcanic eruptions, civil disturbances, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, public riots, embargoes, or acts of civil or military authority, breakage, explosions, or accident to machines or other materials or equipment shortage, governmental restraint, unavailability of a disposal site or damage to or destruction of the property, equipment, or vehicles of Franchisee as a result of events which are not reasonably within the control of Franchisee.

(o) Franchisee. As a capitalized term, the person or persons to whom a franchise is granted by the City Council pursuant to this Ordinance.

(p) Generator. The person at a given site address who generates, produces, or creates solid waste, source separated recyclables and/or mixed loads.

(q) Infectious Waste. Biological waste, cultures and stocks, pathological waste, and sharps, as defined in ORS 459.386.

(r) Landfill. A facility for the disposal of solid waste involving the placement of solid waste on or beneath the land surface.

(s) Manufacturer. A business that makes or assembles a product from raw materials.

(t) Material Recovery Facility. A solid waste management facility that separates materials for the purposes of recycling from an incoming highly recoverable mix of non-putrescible waste by using manual and/or mechanical methods. It also means a facility that primarily accepts previously separated recyclables.

(u) Mixed Load. A load containing both (i) non-recyclable solid waste; and (ii) recyclable material, with no more than a trivial amount of putrescible waste.

(v) Mixed Scrap Paper. This class of recyclable paper includes junk mail copy and

FAX paper, colored and white writing paper, computer paper, tablet and note paper, construction paper, file folders, greyboard (e.g., cereal, cracker and potato chip boxes), shoe and gift boxes, paper towel and toilet paper tubes, paper egg cartons, envelopes, greeting cards, all-paper gift wrap, coupons, brochures bill inserts, Post-it Notes, paper labels from tin cans or bottles, non-craft paper bags, and other household paper products that may from time to time be administratively added to this class.

- (w) **Motor Carrier.** As defined in 49 U.S.C. §13102.
- (x) **Motor Private Carrier.** As defined in 49 U.S.C. §13102.
- (y) **Multi-family Complex.** Any multi-dwelling building or group of buildings that (i) contain(s) five (5) dwelling units or more on a single lot, such as apartments, condominiums, or mobile home parks; and (ii) receives services on a per lot or per building, as opposed to per unit, basis. Multi-family complex also includes certified or licensed residential care housing, such as adult foster care homes, and group homes. Multi-family accounts are determined to be a residential wastestream.
- (z) **Non-Putrescible Waste.** Any solid waste that contains no more than trivial amounts of putrescible materials, or minor amounts of putrescible materials contained in such a way that they can easily be separated from the remainder of the load without causing contamination of the load. This category includes construction demolition debris and land-clearing debris; but excludes hazardous waste as defined in ORS 466.005 and source separated recyclables whether or not sorted into individual material categories by the generator.
- (aa) **Person.** An individual, partnership, association, corporation, trust, firm, estate or other private legal entity, other than a non-profit organization.
- (bb) **Putrescible Waste.** Solid waste containing organic material that can be rapidly decomposed by microorganisms, and which may give rise to foul smelling, offensive products during such decomposition or which is capable of attracting or providing food for birds and potential disease vectors such as rodents and flies.
- (cc) **Rate schedule.** The schedule of rates to be charged by Franchisee to persons receiving collection and/or recycling services, which shall be set by the City and amended from time to time by resolution.
- (dd) **Recyclable.** Any material or group of materials that has or retains useful physical, chemical, or biological properties after serving its original purpose(s) or function(s), and is separated from solid waste by the generator or at the material recovery facility.
- (ee) **Recycling Facility.** A facility that only accepts source separated recyclables and is permitted by the appropriate agency.
- (ff) **Residence or Residential.** Any dwelling unit where at least fifty percent (50%) of

the use of the entire building is for home use. For purposes of this Ordinance, residence shall include multi-family complexes.

(gg) Residual. The solid waste that remains after material recovery has taken place and is destined for a transfer station or landfill.

(hh) Resource Recovery. Means the process of obtaining useful material or energy resources from solid waste and includes:

- (1) “Energy recovery,” which means recovery in which all or a part of the solid waste materials are processed to utilize the heat content, or other forms of energy, of or from the material;
- (2) “Material recovery,” which means any process of obtaining from solid waste, by presegregation or otherwise, materials which still have useful physical or chemical properties and can be reused or recycled for some purpose;
- (3) “Recycling,” which means any process by which solid waste materials are transformed into new products in such a manner that the original products may lose their identity;
- (4) “Reuse,” which means the return of a commodity into the economic stream for use in the same kind of application as before without change in its identity.

(ii) Roll Cart. A Franchisee-owned, watertight, heavy plastic receptacle with a rated capacity of approximately twenty (20), thirty-five (35), sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid and two (2) wheels.

(jj) Solid Waste. All useless or discarded putrescible and non-putrescible materials, including but not limited to garbage, rubbish, refuse, ashes, paper and cardboard, sewage sludge, septic tank and cesspool pumpings or other sludge, commercial, industrial, nonrecyclable demolition and construction wastes; discarded or abandoned vehicles or parts thereof; discarded home or industrial appliances; manure, vegetable or animal solid and semi-solid wastes; dead animals and infectious wastes; and other wastes but the term does not include:

- (1) Hazardous waste as defined in ORS 466.005;
- (2) Materials used for fertilizer, soil conditioning, humus restoration or for other productive purposes or which are salvageable as such materials are used on land in agricultural operations and the growing or harvesting of crops and the raising of fowls or animals, provided the materials are used at or below agronomic applications rates.

(kk) Solid Waste Management and Collection Services. The prevention or reduction of

solid waste; management of the storage, collection, transportation, treatment, utilization, processing and final disposal of solid waste; or recycling, reuse and material recovery from solid waste; and facilities necessary or convenient to such activities.

(ll) Source Separate or Source Separated. The person who last uses recyclable material separates the recyclable material from solid waste.

(mm) Source Separated Recyclables. Recyclables that contain less than 5% residual by weight.

(nn) Special Waste. Shall mean acceptable waste resulting from an industrial, agricultural, manufacturing, demolition or construction operation or process; or waste which requires special handling or extraordinary management, including, without limitation, asbestos, contaminated soil, non-hazardous contaminated material, batteries, sewage sludge, septic tank and cesspool pumpings or other sludge, containerized ash, box springs, mattresses, stumps, wire, tires; or bulk tanker waste, waste from pollution control processes, waste containing free liquids; or any other waste of a character that is significantly different from general mixed residential Solid Waste and that is produced by the commercial, industrial or agricultural operations of a single generator in sufficient quantities to be handled or disposed of by a Franchisee under a specially negotiated contract.

(oo) Transfer Station. A fixed or mobile facility other than a transportation vehicle where solid waste is deposited temporarily after being removed from the site of generation but before being transported to a final disposal location.

(pp) Transport, Transportation or Transporter. Carry, haul, convey, or move.

(qq) Yard Debris. Compostable materials including grass clippings, leaves, tree and shrub prunings or similar yard, garden, and landscaping vegetation of no greater than four (4) inches in diameter and three (3) feet in length. Yard debris must fit inside a Roll cart with the lid fully closed. Yard debris does not include such items as dirt, sod, stumps, logs, tree and shrub prunings greater than four (4) inches in diameter, rocks, plastic, animal waste or manure, cat litter, potting soil, prepared food wastes or non-putrescible material.

Section 4. Granting of Franchise. There is hereby granted to Waste Management of Oregon, Inc., hereinafter called the "Franchisee," the exclusive right, franchise and privilege to provide solid waste management and collection services and to use the public streets of the City for transportation necessary to provide those services. The Franchisee is also granted the exclusive right, franchise and privilege to provide drop box service and to use the public streets of the City for transportation necessary to provide such drop box service. No person other than Franchisee shall provide, offer to provide or solicit customers for providing solid waste management and collection services for compensation.

(a) Franchise Required. Unless as otherwise provided by this section, no person shall

do business in the collection, reloading, processing, compacting, sorting or transport of solid waste generated within the City without a current, valid City franchise.

(b) Restriction on Sorting and Transfer. Unless as otherwise provided by this Ordinance, no person without a current, valid City franchise shall take, process, sort, transfer, compact or remove, whether for recycling, reuse, or otherwise, waste or solid waste materials placed out for collection.

(c) No Interference. Unless as otherwise provided by this Ordinance, no person without a current, valid City franchise, other than the person producing the materials contained therein, shall enter or interfere with any solid waste container, or remove any such container or its contents from the location where the same has been placed by the person producing the contents of such container without first obtaining written consent from the Franchisee.

(d) Private Claim. Any person with a current valid City franchise shall, in addition to all other legal rights and remedies he or she might otherwise possess, have a cause of action for violations of Section 4 in any court of competent jurisdiction, including a claim for injunctive relief. The prevailing party in any such action shall be entitled to recover his or her reasonable costs, including any attorneys' fees and expert witness fees at the trial court level and on appeal.

(e) Annexation of Area Subject to County Franchise; Cooperative Agreement. In the event of annexation of property by the City, and such annexed property lies in a service area previously franchised by Columbia County, the County, City and persons providing solid waste management and collection services within the County and the City shall attempt to reach an agreement to protect the extent and quality of service in areas remaining outside the City, to protect the quality of service within the City and to protect the rights of affected persons providing such services.

(f) Independent Contractor. Franchisee performs services as an independent contractor and not as an employee or agent of the City.

Section 5. Franchise Term. The rights, privilege and franchise hereby granted shall be for a period of five (5) years from the effective date unless revoked sooner as provided herein.

Section 6. Renewal of Franchise. Unless the City or the Franchisee acts to terminate the franchise herein granted, the franchise shall be automatically renewed for an additional five (5) year term following the then-current five-year term, subject to the provisions of this Section. If the City or the Franchisee delivers written notification of termination of further renewal to the other party no later than one hundred twenty (120) days prior to the end of the then-current franchise term, which may be with or without cause, the franchise shall expire and be of no further force or effect at the end of the then-current franchise term. If neither the City nor the Franchisee delivers written notification of termination of further renewal no later than one hundred twenty (120) days prior to the end of the then-current franchise term, the franchise shall be automatically renewed subject to the each of the City's or the Franchisee's authority to

request renegotiation of some or all of the terms of this franchise at any time during the renewal term. In the event the parties cannot agree on renegotiated terms, the parties each shall have the authority to terminate the franchise at any time during the renewal term, in which case the franchise will terminate on December 31<sup>st</sup> of the year in which the termination notice is given. Such termination shall be by certified mail, return receipt requested. Nothing in this section restricts the City from suspending, modifying or terminating the franchise for cause pursuant to Section 17.

## Section 7.     Franchisee Responsibilities.

- (a) Service. The Franchisee shall provide service to any customer within the City upon request, in accordance with the residential and commercial rate schedule set by resolution of the City Council, which rates may be adjusted from time to time in the Council's sole discretion; provided, however, that service for special waste collection and disposal shall require approval of the Franchisee and a separately negotiated contract by and between the Franchisee and customer. Residential service shall be with roll carts provided as mutually agreed upon by the City and Franchisee. Except for the right to terminate service because of nonpayment pursuant to this Ordinance, the Franchisee shall not interrupt service unless access, roads, streets or highways necessary for collection operations are unusable or unsafe and there are no alternative routes. Service shall be resumed within twenty-four (24) hours after access is restored or at such other time as prescribed by the City.
- (b) City Services. Franchisee will provide routine collection and disposal of solid waste and recycling from all City facilities (including, but not limited to, City Hall, Police Station, City Shop, and Water Treatment Plant general waste) and all public garbage cans (including those along both sides of Highway 30 and all other sites identified in writing by the City) at no cost to the City on a regular schedule; provided, however, that the City shall pay for collection and disposal of solid waste and recycling from demolition of structures or other extraordinary services at the City established rate.
- (c) Containers; Roll Carts. The Franchisee shall provide, and retain ownership of, containers, including but not limited to drop boxes and roll carts, to be used for service. To protect against injury to employees of the Franchisee and to protect against rodent and fire danger, all containers, including roll carts and drop boxes, shall be rigid and composed of materials that resist splitting or cracking from changes in weather conditions. The Franchisee may require that the roll cart be placed at the curb or roadside in such a fashion so as to enhance efficiency of the collection system, unless such customer has notified the Franchisee in writing that the customer is medically or otherwise physically unable to do so according to Section 12(b) of this Ordinance, in which case no extra fee may be assessed and the Franchisee must arrange for a mutually convenient system for refuse, yard debris and recycling collection. The City reserves the right to monitor and require modification of drop box locations in order to ensure safe and efficient operation of services within the City. The City may also limit the amount of time a drop box is provided at a particular location. Franchisee may refuse collection of any container whose total weight exceeds two times its volumetric capacity, in which

case Franchisee shall provide the customer notice of non-collection.

(d) Frequency of Collection; Holidays. Putrescible solid waste shall be removed from the premises of a customer at regular intervals not to exceed seven (7) days for commercial and fourteen (14) days for residential customers. The Franchisee shall make collections of solid waste and recyclables throughout the business areas of the City in accordance with the rate schedule. The Franchisee shall provide collections and other services listed in the rate schedule as requested by customers in all of the residential districts of the City at least once every two weeks. The collection of putrescibles, recyclable materials or yard debris in predominately residential and multifamily neighborhoods shall occur between the hours of 6:00 a.m. and 6:00 p.m., unless weather or holiday schedules require extended hours of collection. In the event the normal collection day falls on a holiday, the Franchisee shall have the option to collect the solid waste on the holiday, or on the next business day following the holiday. In addition to the foregoing, the Franchisee shall respond to all requests for special hauling within three (3) days from the date of the customer making such request. Franchisee shall provide on-call Bulky Waste collection up to two times per year with up to three items per event at rates set forth in the rate schedule.

(e) Disposal. The Franchisee shall dispose of solid waste at a disposal site or sites approved by the local government unit having jurisdiction over such disposal site, and provide the opportunity to recycle in compliance with ORS Chapter 459 and any rules or regulations adopted pursuant to such statutes.

(f) Separation of Wastes; Permitted Collection and Transport. Each generator shall be responsible for placing in separate containers infectious wastes, sharps and putrescible wastes. The Franchisee may collect and transport mixed loads within the City so long as the load is from a single, non-residential generator and it is transported to a manufacturer, recycling facility, or material recovery facility. The Franchisee shall not collect or transport any load for disposal at a transfer station or landfill or collect and/or combine mixed loads from more than a single non-residential generator into one transportation vehicle.

(g) Sufficiency of Collection Vehicles, Containers and Personnel. The Franchisee shall provide sufficient collection vehicles, containers, facilities, personnel and finances to provide all types of necessary service and solid waste management and collection service; but where necessary the Franchisee may subcontract with others to provide certain types of specialized waste service in accordance with the provisions of this Ordinance. In order to ensure adequate service for all customers, the Franchisee shall, whenever feasible and practical, provide service in the form requested by the customer consistent with the rate schedule. The Franchisee shall provide adequate and practical container sizes considering the nature of the community served and considering the importance of increasing the efficiency of service. Whenever it is not feasible or practical to provide the service requested by the customer, the Franchisee shall state clearly in writing to the customer the reasons that the service in that form cannot be provided and

shall suggest an alternative level of service.

(h) Collection Vehicles; Responsibility for Clean-Up. Except as otherwise provided in this Ordinance, all vehicles used by the Franchisee in the collection and/or transportation of solid waste, including recyclables, shall be constructed, loaded, operated and maintained in a manner so as to reduce to the greatest extent practicable dropping, leaking, blowing, sifting or escaping of solid waste or recyclables or liquids from such solid waste or recyclables or from the vehicles (including hydraulic fluid or lubricants from the vehicles) onto private or public property while the vehicles are stationary or in transit. All open-body collection vehicles shall have a cover. The cover shall be used at all times the vehicle is in transit unless and only so long as use of the cover is impractical during transport of large items such as appliances and furniture. All vehicles shall be operated in conformity with all applicable federal, state and local laws and regulations. The Franchisee shall be responsible for cleaning up any spills, leaks, or refuse emanating from Franchisee's vehicles.

(i) Complaints. The Franchisee shall maintain a record or log of all complaints made to the Franchisee regarding its solid waste management and collection services within the City. This record or complaint log shall include, at a minimum, the following information: the name, address, and phone number of the complainant, if known; the date of receipt of the complaint; the manner of receipt of the complaint, i.e., telephone, letter, etc.; the subject matter of the complaint, the disposition of the complaint; the date of disposition of the complaint; the date and method of notification to the complainant of the disposition. The complaint records or log shall be available to the City for inspection at any time during normal business hours. Detailed customer notes will be provided to the City upon request.

G) Compliance with Laws. The Franchisee shall comply with the applicable provisions of state law, including but not limited to ORS Chapter 459, ORS Chapter 654 (Employment Safety and Health), and ORS 656 (Workers Compensation) as well as the regulations promulgated pursuant thereto by the Oregon Department of Environmental Quality (DEQ), the Workers' Compensation Department, and the State Accident Insurance Fund, and shall comply with the rules for the administration of the Oregon Safe Employment Act and the Oregon Occupational Safety and Health Code. In addition to the requirements in this Ordinance, the City Council may adopt regulations from time to time setting forth conditions for recycling services to be provided by the Franchisee. The Franchisee shall perform all solid waste management and collection service and drop box service, respectively, under the supervision and to the satisfaction of the City, and in compliance with all City ordinances and regulations, including but not limited to City ordinances and regulations relating to noise. The Franchisee further agrees, represents and warrants that it will comply with all applicable federal, state and local solid waste laws and regulations.

Section 8.      Franchise Fee.

(a) Annual Fee. In consideration of such privilege, right and exclusive franchise, the Franchisee shall pay to the City each year during the life of this franchise beginning on the effective date, an annual fee derived from all gross receipts received from solid waste management and collection service and drop box services within the boundaries of the City. The Franchisee may itemize the franchise fee associated with drop box services on customers' bills in addition to disposal fees. The initial franchise fee shall be seven percent (7%) of gross receipts, and shall exclude any revenue derived from recycling. This franchise fee shall be paid as set forth below in item (b). The City reserves the right to adjust the franchise fee rate at any time during the franchise term by resolution of the City Council.

(b) Quarterly Payments. The franchise fee required in this Section shall be paid quarterly, and shall be due and payable within thirty (30) days of the end of the calendar quarter. Accompanying the payments described above, the Franchisee shall file with the City Recorder a statement showing the amount of the gross receipts and the amount of recycled revenues received within the City for the calendar quarter immediately preceding the calendar quarter in which such statement is filed.

(c) Review of Records; Annual Audit. The Franchisee shall make available for inspection and review by the City Manager or designee at any time during normal work hours all records in the Franchisee's possession that the City Manager or designee deems relevant to verifying the accuracy of fees paid to the City, to regulating rates or to carrying out any responsibility that the Franchisee or the City has under this Ordinance. No more often than once during any twelve (12) month period, the City may request an audit of the books, records and accounts of the Franchisee by a certified public accountant or such other professional chosen by the City and subject to the approval of the Franchisee; provided, however, that such approval shall not be unreasonably withheld. The Franchisee agrees to have its books, records and accounts audited, to provide copies of its books, records and accounts to the certified public accountant or other professional, and further agrees to pay for such auditing services; provided, however that to the extent the documents made available for review are proprietary or confidentially held information, the Franchisee may request a mutually agreed upon nondisclosure agreement to protect such information. The report of the certified public accountant or other professional shall be conclusive and final; however, the Franchisee may submit alternative findings or explanations as to why the audit report is incorrect. In the event such audit report discloses any difference of payment due to the City through error or otherwise, such payment shall be due and payable within fifteen (15) days of discovery or determination of the error, unless the City deems otherwise. If the audit report discloses an overpayment by the Franchisee, the City shall reimburse the Franchisee for the cost of the certified public accountant or other professional that performed the auditing services. If payment is owed by the Franchisee to the City, and the difference of payment due is more than the greater of five hundred dollars (\$500) or two and one-half percent (2-1/2 %) of the franchise fee, or if the Franchisee is found to have violated any other term or condition of the franchise then, notwithstanding any other provision of this Section or the franchise, the City may request additional audit(s)

during the next twelve (12) month period with all expenses of such additional audit(s) paid by such Franchisee.

(d) Late Payments; Interest. Should Franchisee fail or neglect, for thirty (30) days after any quarterly payment shall become due and payable, to make the quarterly payment or to pay the full amount due and payable, the City may charge interest retroactive to the due date, at a rate of nine percent (9%) per annum, and may at its option either continue the franchise in force and proceed by suit or action to collect the payment, or declare a forfeiture of the franchise because of the failure to make payment, but without waiving its right to collect earned franchise payments and interest.

Section 9.      Franchise Exceptions; Collection and Transportation Requirements.

(a) Nothing in this Ordinance is to be construed to prevent any person from hauling that person's own solid waste in a lawful manner. Any person hauling solid waste over the streets of the City shall be required to convey the same in a manner that prevents littering of the same upon the streets of the City, and in the event that putrescible waste or liquids are transported, they shall be transported in containers and in a manner that will prevent them from spilling, leaking or dropping upon the streets of the City.

(b) The following are exceptions to the Franchisee's exclusive right to haul solid waste in the City:

(1) Private Charitable Organizations; Collection of Discarded Materials. The collection, transportation and reuse of repairable or cleanable discards by private charitable organizations regularly engaged in such business or activity, including but not limited to Salvation Army and Goodwill Industries.

(2) Non-profits; Collection of Recyclable Materials. The collection of recyclable materials for fund raising purposes by local non-profit organizations that are qualified as tax-exempt organizations under the Internal Revenue Code.

(3) Landlord; Removal of Solid Waste. The occasional removal of solid waste by a landlord from a residence when a tenant has moved from the residential premises and abandoned such solid waste.

(4) Transporter of Source Separated Loads. A person transporting non-putrescible source separated loads of recyclable materials and mixed loads for single-generator, non-residential accounts from, in and through the City to manufacturers, recycling facilities or material recovery facilities pursuant to the terms of this Ordinance.

Section 10.    Recycling Requirements. Franchisee shall provide the following recycling services within the City of Scappoose:

- (a) Every-other-week curbside collection of recyclables for residential customers. Recyclables for curbside collection pursuant to this franchise are those items found in the Local Government Recycling Acceptance List (OAR 340-090-0630)(2) plus additional materials approved by the Department of Environmental Quality as allowed by ORS 459A.914(4) and/or OAR 340-090-0630(7) The Franchisee shall not be required to collect source-separated recyclable materials that have not been correctly prepared.
- (b) Written notice of the opportunity to recycle sent to all citizens that includes recycling information and clear instructions on preparation of recyclables for curbside collection and a telephone number to call for information regarding recycling collection service. Reminder notices shall be given to all solid waste collection service customers annually.
- (c) Necessary equipment and labor to collect and market all recyclables collected in the City pursuant to this franchise.
- (d) On-call collection of appliances and bulk quantities of recyclables. However, citizens will be encouraged to bring appliances to established recycling collection drop-off centers rather than to use the on-call system of collection for appliances.
- (e) Cooperate with the City and with other governmental agencies in educational and promotional activities to increase public participation in recycling.
- (f) Provide information requested by the City for reporting to the State of Oregon and other governmental agencies.
- (g) Provide annual reports to the City with operational data needed to report recycling volumes to the County.
- (h) Notwithstanding anything else in this franchise, provide all services and support necessary to ensure the Franchisee and the City provide the recycling program elements required of a person providing the opportunity to recycle as required in state law and regulations and otherwise comply with all applicable state laws and regulations related to recycling, as amended from time to time.

Section 11.   Yard Debris. The Franchisee shall implement an optional residential yard debris subscription collection program, at rates established in the rate schedule. Roll carts designed for automated collection shall be supplied as provided in the rate schedule.

Section 12.   Collection Location.

- (a) Access to Containers. It shall be the responsibility of the customer to provide safe access to the pickup point so as not to jeopardize the persons or equipment supplying service or the motoring public. Unless the customer is exempt under Section 12(b) of this Ordinance, such cart shall, on the appointed collection day, be placed at the curb or roadside in such a fashion to allow for proper mechanical collection. Nothing contained

herein shall prevent or discourage the use of site-obscuring waste receptacle screening for commercial or industrial containers or drop boxes.

(b) Alternative Collection Location. The Franchisee shall provide an alternative to curb or roadside service to residential customers who are physically incapable of placing a cart and recycling collection container at the curb or roadside. Customers eligible for this alternative service shall either have or be eligible to receive a Disabled Person Parking Permit from the Department of Motor Vehicles under the definitions of eligibility contained in ORS 801.387 or shall certify in writing to the Franchisee that they are either permanently or temporarily physically incapable of placing a loaded cart and recycling collection container at the curb or roadside. Customers receiving such alternative service shall negotiate with the Franchisee and mutually agree upon an alternative location, consistent with the provisions of this Ordinance, where the cart and container are to be placed on collection day. Should the parties fail to reach agreement on such location, the matter shall be submitted to the City Council. The findings and decisions of the City Council shall be conclusive and final.

### Section 13. Rates.

(a) Rate Structure. The rates to be charged to all customers by the Franchisee shall be reasonable and uniform, taking into consideration the service rendered, and shall be in substantial compliance with and not in excess of those set forth in the rate schedule, which, as amended from time to time, is hereby made a part of this Ordinance.

(b) Rate Review Process. The rates established in the rate schedule may be reviewed annually by the City Council or designee. The City Council or designee may also review the rates at such times as the City Council deems appropriate. In addition, the Franchisee may request a rate review when substantial costs beyond their control are passed on to them by third parties or when changes in law or circumstances outside of the Franchisee's control increase the Franchisee's costs to provide services under this franchise. If a rate change is recommended, a public hearing on the proposed change will be held before the City Council. The Council may, by separate resolution, modify the rates in the rate schedule. Notwithstanding anything else in this Franchise, if changes in federal, state, or local law require new diversion programs, Franchisee shall propose a compliance plan and the parties shall meet to determine corresponding rate adjustments.

(c) Rate Review Criteria. In determining whether a change in rates is appropriate, the City Council will consider the following and any other pertinent factors:

- (1) Substantial fulfillment of all material requirements of the franchise by the Franchisee;
- (2) Quality of service with the number and type of service complaints, and responses to these complaints serving as an indicator of quality of service;

- (3) Prevailing rates for comparable services in Columbia County and in other comparable cities;
- (4) Franchisee's operating margin, financial investment and equity, as compared to businesses of equivalent risk. The Franchisee, upon request from the City, shall provide all information necessary to accurately determine revenues and costs;
- (5) Increases in efficiency in the performance of services under the franchise; and
- (6) Net cost of providing recycling services, including educational and promotional costs for such services.

(d) CPI Increase. In lieu of a formal rate review, the Franchisee may request once each year, by June 1 of the subject year, an increase in its rates equal to the percentage increase in the U.S. City Average for Water and Sewer and Trash Collection since its last rate increase. The City may grant the request without conducting a rate review, but Franchisee requests for a CPI increase shall not be unreasonably delayed or conditioned by the City.

(e) Natural Disasters. Upon City request, Franchisee shall use commercially reasonable efforts to support emergency debris collection at rates mutually agreed between the parties.

#### Section 14. Termination of Services; Customer Appeal.

- (a) Refusal of Service; Termination of Service; Customer Appeal. Except as otherwise expressly provided in this Ordinance, any person who receives service under this franchise shall be responsible for payment for such service. The Franchisee may refuse to provide service or may terminate service to those customers who have failed to make full payment of amounts billed within forty-five (45) days of the billing date. The Franchisee shall send any refusal to provide service to the customer in written form, stating the reason for the refusal. Any termination of service shall be preceded by a written notice to the customer mailed at least fifteen (15) days prior to actual termination of service. The customer may appeal to the City the amount billed as not conforming to the rate schedule. Such appeal shall be considered by the City Council and shall delay termination of service until twenty (20) days after determination by City Council of whether the amount does conform to the rate schedule. The findings and decisions of the City Council shall be conclusive and final.
- (b) Service Payment Late Fees. The Franchisee may charge late penalties for non-payment after thirty (30) days from the billing date and may collect a fee for checks returned from a bank or other financial institution for reason of insufficient funds. A schedule of proposed late penalties must be submitted to and receive approval from the City Council before such penalties may be charged by the Franchisee.

**Section 15. Force Majeure.** Except for the failure to make payment when due, neither party shall be in default for its failure to perform or delay in performance caused by a force majeure event, and the affected party shall be excused from performance during the occurrence of such events.

**Section 16. Assignment.**

(a) **Characterization of Assignment.** Assignment of this franchise shall include but not be limited to, and except to the extent involving corporate affiliates of the Franchisee: (i) a sale or other transfer of fifty percent (50%) or more of a Franchisee's assets dedicated to service in the City; (ii) a sale or other transfer of fifty percent (50%) or more of the outstanding common stock of the Franchisee; (iii) any reorganization, consolidation, merger, recapitalization, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which the Franchisee or any of its shareholders is a party which results in a change of ownership or control of fifty percent (50%) or more of the Franchisee or voting rights in the stock of the Franchisee; and (iv) any combination of the foregoing that has the effect of any such transfer or change of ownership and control. Any such assignment without the prior written consent of the City shall be void.

(b) **City Approval Required.** The franchise granted under this Ordinance shall not be assignable to any other person without the prior written consent of the City Council. The City's consent shall be based upon the financial responsibility, experience, technical responsibility and legal qualifications of the party to whom the Franchisee is proposing an assignment. The proposed assignee must further provide to the City Recorder written acceptance and agreement to abide by the terms of this Ordinance.

(c) **Notice of Proposed Assignment.** The Franchisee shall provide no less than sixty (60) days' prior written notice of any proposed assignment. The Franchisee shall provide no less than sixty (60) days' prior written notice of any assignment involving a corporate affiliate, which assignment is not subject to City approval under this franchise.

**Section 17. Insurance; Indemnification.**

(a) **Insurance Requirements.** The Franchisee shall maintain general commercial liability, business interruption and automobile insurance policies in such forms and with such companies as shall be approved by the City Manager or designee. The insurance policies shall provide protection for the Franchisee and the City, by naming the City, its elected and appointed officials, officers, agents, employees and volunteers as additional insured. The policies shall be primary policies and provide single limit general liability coverage of two million dollars (\$2,000,000) and separate automobile coverage of one million dollars (\$1,000,000) or the limit of liability contained in ORS 30.260 to 30.300, whichever is greater. The certificates shall provide that City will receive thirty (30) days' written notice of cancellation or material change to each policy.

(b) **Indemnification.** The Franchisee shall indemnify, defend, save and hold harmless the City, its elected and appointed officials, officers, agents, employees and volunteers

against all liability, claims, suits or actions of whatsoever nature, loss or expenses, including attorney fees, and against all claims, actions, judgments based upon or arising out of or in connection with, or incidental to, the activities of the Franchisee in the City or the service to be performed hereunder; provided, however, that nothing herein shall be construed to require indemnification of the City for damages resulting from the City's sole negligence.

**Section 17. Franchise Violations; Revocation of Franchise or Registration.** The City may revoke or deny renewal of the franchise granted under this Ordinance for failure to pay franchise fees by the deadlines provided in the applicable sections of this Ordinance or in administrative rules, if any, adopted pursuant to this Ordinance. The City may also revoke or deny renewal of this franchise if the Franchisee has materially violated any provision of this Ordinance and has failed to cure such violation within a reasonable time of being requested by the City to do so; been found to have practiced any fraud or deceit upon the City; has had any required registration or license or motor carrier permit revoked or not renewed; or in any other way has failed to maintain its status as a motor carrier or private motor carrier under federal or state law.

**Section 19. Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section 20. Authority to Adopt Rules.** Under authority of the Scappoose Municipal Code and City Charter, the City is authorized to adopt rules, procedures, and forms to implement provisions of this Ordinance. Such rules may include, but are not limited to: record keeping and documentation requirements to ensure compliance; and fees.

(a) **Public Hearing Required.** Any rule adopted or revised according to the authority of this Ordinance shall require a public hearing process.

(b) **Notice of Hearing.** The City shall give notice of the public hearing to the Franchisee. At least thirty (30) days in advance of the anticipated public hearing date, City shall notify those interested parties of the proposed rules and invite those parties to comment.

(c) **Council Consideration of Recommendations; Written Comments and Oral Testimony.** During the public hearing, the City Council shall consider the recommendation of the staff and hear testimony or receive written comment concerning the proposed rules. The City Council shall consider the recommendations, testimony and any written comments and shall either adopt, modify, continue or reject the proposed rules.

(d) **Continuation of Hearing.** If a substantial modification is made, the public hearing shall be continued for additional testimony, but no additional notice shall be required if the time and date of the hearing is announced at the meeting at which the modification is

made. Unless otherwise stated, all rules shall be effective upon adoption by the City Council.

(e) Interim Rules. Notwithstanding Subsections (a) through and including (d), an interim rule may be adopted by the City Manager without prior notice upon a finding that failure to act promptly will result in serious prejudice to the public interest or the interest of the affected parties, including the specific reasons for such prejudice. Any rule adopted pursuant to this Subsection (e) shall be effective for a period of not longer than one hundred eighty (180) days. Notice of the rule shall be sent to the persons specified in Subsection (b) and the City Council.

(f) Adoption of Additional Procedures. The City Council may adopt procedures governing the conduct of the hearing, time limits for testimony and related matters.

Section 21. Notices. All written notification required by this Franchise shall be effective upon receipt and delivered by certified US mail, return receipt requested, overnight delivery by a nationally recognized courier/delivery service, or by hand delivery to the address(es) shown below, as may be amended by the parties from time to time:

If to the City:

The City of Scappoose  
Attn: City Manager  
33568 E. Columbia Ave.  
Scappoose, OR 97056

If to Franchisee:

Waste Management of Oregon, Inc.  
Attn: Senior Legal Counsel  
720 Fourth Ave., Suite 400  
Kirkland, WA 98033

Copies to:

Waste Management of Oregon, Inc.  
Attn: Dave Huber, District Manager  
1525 B Street  
Forest Grove, OR 97116

And

Waste Management of Oregon, Inc.  
Attn: Nicolas Ries, Operations Manager  
20525 SW Blanton Street

Beaverton, OR 97078

Section 22. Repealing Clause. Ordinance No. 850 is hereby repealed effective February 18, 2026.

Section 23. Effective Date. This Ordinance is necessary for the immediate preservation of the public peace, health and safety of the residents of the City; therefore, an emergency is declared to exist, and this Ordinance shall be effective upon the date of its adoption.

CITY OF SCAPPOOSE, OREGON

Joseph A. Backus, Mayor

First Reading:

Second Reading:

Attest: \_\_\_\_\_

Susan M. Reeves, MMC

City Recorder/HR



## RESOLUTION NO. 26-02

### A RESOLUTION ESTABLISHING THE RATE SCHEDULE AND FRANCHISE FEES FOR SOLID WASTE MANAGEMENT AND COLLECTION SERVICES IN THE CITY

**WHEREAS**, on February 17, 2026, the Scappoose City Council adopted Ordinance No. 926, granting to Waste Management of Oregon, Inc. ("Franchisee") the exclusive right, franchise and privilege to provide solid waste management and collection service in the City (the "Franchise"), which replaced the prior franchise granted to Franchisee by Ordinance No. 850; and

**WHEREAS**, Scappoose Municipal Code Chapter 8.16.040 and the Franchise provide that the solid waste collection schedule of rates to be charged by Franchisee to persons receiving collection and/or recycling services in the City shall be set by resolution of the City Council; and

**WHEREAS**, Scappoose Municipal Code Chapter 8.16.320 and the Franchise provide that the franchise fee to be paid by Franchisee shall be set by resolution of the City Council; and

**WHEREAS**, the Council finds that Franchisee's current rate schedule, which took effect on August 1, 2025, under the prior franchise, shall remain in effect under the new Franchise until a new rate schedule is approved pursuant to Scappoose Municipal Code Chapter 8.16; and

**WHEREAS**, the Council finds that the franchise fee for solid waste management and collection service in the City shall be the rate provided in the new Franchise until a new franchise fee is established pursuant to Scappoose Municipal Code Chapter 8.16.

#### NOW THEREFORE, BE IT RESOLVED:

**Section 1.** The rates for solid waste collection and recycling services shown in Exhibit A are hereby adopted.

**Section 2.** The franchise fee for solid waste management and collection service shall be seven percent (7%) of all gross receipts received from solid waste management and collection service and drop box services within the boundaries of the City.

**Section 3.** This resolution is effective immediately upon adoption and shall continue in effect until revised. All fees and charges inconsistent with this resolution are rescinded.

PASSED AND ADOPTED by the Scappoose City Council and signed by the Mayor and City Recorder in authentication of its passage this \_\_\_\_ day of February, 2026.

CITY OF SCAPPOOSE, OREGON

---

Joseph A. Backus, Mayor

Attest: \_\_\_\_\_

Susan M. Reeves, MMC  
City Recorder/HR

DRAFT

**Residential Services - all carts are provided by hauler**

<b>Garbage Service</b>	<b>New Rate</b>
20 gallon garbage, weekly	\$25.16
Additional 20 gallon garbage, weekly	\$21.61
35 gallon garbage, weekly	\$27.99
Additional 35 gallon garbage, weekly	\$24.65
64 gallon garbage, weekly	\$41.15
Additional 64 gallon garbage, weekly	\$35.71
96 gallon garbage, weekly	\$53.59
Additional 96 gallon garbage, weekly	\$46.63
35 gallon garbage, every other week	\$21.55
35 gallon garbage, on call	\$11.93
Once per month service	not offered
<b>Recycling Service</b>	<b>New Rate</b>
64 gallon recycling, EOW (must have weekly garbage service)	\$0.00
Additional 64 gallon recycling, EOW	\$2.22
Recycling-only service	not offered
<b>Yard Debris Service</b>	<b>New Rate</b>
64 gallon yard debris, EOW	\$9.50
Yard debris-only service	\$9.50
<b>Ancillary Charges</b>	<b>New Rate</b>
Extra Garbage, per bag, box, or can	\$10.20
Extra Yard Debris, per bag/bundle	\$3.82
Contaminated Recycling	\$6.00
<b>Commercial Service</b>	
<b>Garbage Cart/Can Service</b>	<b>New Rate</b>
35 gallon garbage, weekly	\$30.90
Additional 35 gallon garbage, weekly	\$30.90
64 gallon garbage, weekly	\$52.62
Additional 64 gallon garbage, weekly	\$52.62
96 gallon garbage, weekly	\$59.04
Additional 96 gallon garbage, weekly	\$59.04
<b>Garbage Container Service</b>	<b>New Rate</b>
1-yard container, serviced 1 time per week	\$127.79
1-yard container, serviced 2 times per week	\$255.54
1-yard container, serviced 3 times per week	\$383.34
1.5-yard container, serviced 1 time per week	\$162.46
1.5-yard container, serviced 2 times per week	\$324.96
1.5-yard container, serviced 3 times per week	\$487.43

**Commercial Service, continued**

2-yard container, serviced 1 time per week	\$197.17
2-yard container, serviced 2 times per week	\$394.36
2-yard container, serviced 3 times per week	\$591.53
3-yard container, serviced 1 time per week	\$290.01
3-yard container, serviced 2 times per week	\$579.99
3-yard container, serviced 3 times per week	\$869.99
4-yard container, serviced 1 time per week	\$416.96
4-yard container, serviced 2 times per week	\$833.90
4-yard container, serviced 3 times per week	\$1,250.86
6-yard container, serviced 1 time per week	\$559.96
6-yard container, serviced 2 times per week	\$1,119.94
6-yard container, serviced 3 times per week	\$1,679.91

**On Call Garbage Container Service**

	<b>New Rate</b>
1-yard container, dump fee per service	\$39.25
1-yard container, rental fee per month	\$20.63
1.5-yard container, dump fee per service	\$48.59
1.5-yard container, rental fee per month	\$20.63
2-yard container, dump fee per service	\$57.90
2-yard container, rental fee per month	\$21.48
3-yard container, dump fee per service	\$107.03
3-yard container, rental fee per month	\$34.39

**Recycling Cart/Can Service**

	<b>New Rate</b>
64 gallon recycling, weekly	\$12.77
Additional 64 gallon recycling, weekly	\$10.88
96 gallon recycling, weekly	\$15.39
Additional 96 gallon recycling, weekly	\$13.16

**Recycling Container Service**

	<b>New Rate</b>
1-yard recycling container, serviced 1 time per week	\$21.16
1.5-yard recycling container, serviced 1 time per week	\$24.68
2-yard recycling container, serviced 1 time per week	\$28.22
3-yard recycling container, serviced 1 time per week	\$39.22
4-yard recycling container, serviced 1 time per week	\$50.69

**Ancillary Charges**

	<b>New Rate</b>
Extra Garbage, per bag, box, or can	\$12.41
Extra Garbage, per yard	\$27.52
Contaminated Recycling, per yard	\$27.52

**Drop Box Service**

<b>10-yard Drop Box</b>	<b>New Rate</b>
Haul	\$163.70
Delivery	\$81.87
Rent/Day	\$5.51
Monthly Rent	\$110.02
Mileage Charge	\$2.25
Disposal Rate/Ton*	\$109.94
<b>20-yard Drop Box</b>	<b>New Rate</b>
Haul	\$171.57
Delivery	\$85.79
Rent/Day	\$5.51
Monthly Rent	\$110.02
Mileage Charge	\$2.25
Disposal Rate/Ton*	\$109.94
<b>30-yard Drop Box</b>	<b>New Rate</b>
Haul	\$180.76
Delivery	\$90.38
Rent/Day	\$5.51
Monthly Rent	\$110.02
Mileage Charge	\$2.25
Disposal Rate/Ton*	\$109.94
<b>40-yard Drop Box</b>	<b>New Rate</b>
Haul	\$189.90
Delivery	\$96.27
Rent/Day	\$5.51
Monthly Rent	\$110.02
Mileage Charge	\$2.25
Disposal Rate/Ton*	\$109.94
<b>Compactors</b>	<b>New Rate</b>
Haul	\$327.45
Delivery	\$0.00
Rent/Day	N/A
Monthly Rent	N/A
Mileage Charge	\$2.25
Disposal Rate/Ton*	\$109.94

\*Current pass through rate at the Columbia County Transfer Station and subject to change.

**Bulky Waste Collection**

Description/Item	New Rate
<b>Large Items:</b> Heavy items which may require more than one person and/or equipment like a hand truck to move. <i>Including, but not limited to Couch, Hide-a-bed, Recliner, Large table</i>	\$65.00
Each additional Large Item	\$30.00
<b>Medium items:</b> Items that only require one person to move with or without equipment like a hand truck. <i>Including, but not limited to: Chairs (dining, folding etc.), Small table, Bookshelf, Toilet</i>	\$45.00
Each additional Medium Item	\$25.00
<b>Small items:</b> Miscellaneous items, easily moved by one person. <i>Including, but not limited to: Microwave, Vacuum, Pallet</i>	\$25.00
Each additional Small Item	\$15.00
<b>Tires</b>	\$40.00
Each additional Tire	\$15.00
<b>Coolant-containing items:</b> Any item containing a coolant. <i>Including, but not limited to: Refrigerator, Freezer, Air conditioner</i>	\$55.00
Each additional Coolant-containing item	\$45.00
<b>Appliances &amp; other metal items:</b> Scrap metal and appliances with large proportion of metal, not containing coolant. <i>Including, but not limited to: Dishwasher Stove/oven, Water heater, BBQ (no propane tank), Lawn mower (fluids drained), Large scrap metal</i>	\$30.00
Each additional Appliance & other metal item	\$17.00
<b>Mattresses &amp; Box springs:</b> Mattresses and box springs covered under Oregon's mattress recycling program. <i>King, Queen, Twin, Box springs</i>	\$45.00
Each additional Mattress & Box spring	\$25.00
<b>Oregon E-Cycles covered items:</b> Any item covered under the Oregon E-Cycles program. <i>Including, but not limited to: TV/Monitor, Computer/laptop, Printer, Computer peripherals (mouse, keyboard)</i>	\$25.00
Each additional Oregon E-Cycles covered item	\$10.00
<b>Bulky Waste Trip Charge:</b> If the bulky waste is not set out when the collection company arrives and the collection request was not cancelled, the customer will be charged a minimum service fee.	\$35.00

**RESOLUTION 26-03**

A RESOLUTION IN SUPPORT OF MEASURE **6-PENDING**, A MEASURE BROUGHT BY THE ELECTED BOARD OF THE SCAPPOOSE PUBLIC LIBRARY FOR A 5-YEAR OPTION TAX LEVY.

**WHEREAS**, the Scappoose Public Library serves as a vital community resource by providing **free** and equitable access to information, educational materials, technology for residents of all ages; and

**WHEREAS**, the Scappoose Public Library supports early literacy, student success, lifelong learning, and civic engagement, contributing directly to the educational, social, and economic well-being of the residents within the Scappoose Library District; and

**WHEREAS**, demand for library services has increased due to population growth, evolving community needs, and expanded use of digital resources, public programs, and community spaces; and

**WHEREAS**, stable and adequate funding is essential to maintain current library services, expand programming, invest in technology, maintain the facility, and ensure accessibility for residents; and

**WHEREAS**, If approved by electors, the Option Levy tax will be \$0.10 (ten cents) per assessed \$1,000.00 (one thousand) of property value for properties within the Scappoose Library District, for a period of 5-years.

NOW THEREFORE BE IT RESOLVED that the Scappoose City Council hereby resolves as follows:

The Scappoose City Council supports Measure **6-PENDING**.

PASSED AND ADOPTED by the Scappoose City Council and signed by me, and the City Recorder, in authentication of its passage this **x<sup>th</sup>** day of **x** 2026.

CITY OF SCAPPOOSE, OREGON

Joe Backus, Mayor:

Attest: \_\_\_\_\_

Susan M. Reeves, MMC, City Recorder:



**SCAPPOOSE**  
*Oregon*

9.

## 2026 CITY COUNCIL LIAISON

**COLUMBIA COUNTY:** Council President Tyler Miller

**ECONOMIC DEVELOPMENT COMMITTEE:** Councilor Jeannet Santiago & Mayor Joseph Backus

**HISTORICAL SOCIETY/WATTS HOUSE:** Councilor Marty Marquis

**PARKS AND RECREATION:** Councilor Kim Holmes

**SCHOOLS:** Councilor Joel Haugen

**SENIOR CENTER:** City Manager Benjamin Burgener

**TRAFFIC SAFETY:** Council President Tyler Miller

**CERT COMMITTEE:** Councilor Kim Holmes

Approved by Council on \_\_\_\_\_

## CITY OF SCAPPOOSE

### Council Action & Status Report

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**Date Submitted:** February 12, 2026

**Agenda Date Requested:** February 17, 2026

**To:** Scappoose City Council

**From:** Benjamin Burgener, City Manager

**Subject:** ROI/BRE and GRO Grants

**TYPE OF ACTION REQUESTED:**

Resolution  Ordinance

Formal Action  Report Only

**ISSUE:**

In December 2025 Columbia Economic Team (CET) announced their intent to dissolve their organization. With their dissolution, several important local economic programs were set to dissolve with the organization including the ROI/BRE, GRO, Keep it Local, and SBRC programs; unless another organization was able to acquire the grant funding and support to keep them going.

**ANALYSIS:**

Through many conversations with stakeholders, partner organizations within the county, CET, and Business Oregon; it was determined that the City of Scappoose was best positioned to take on these programs. As discussed in prior meetings, Business Oregon has sent out an official award announcement that we were awarded the outstanding CET ROI/BRE Grant, and we have also come to an agreement with St. Helens staff and county stake holders to navigate the GRO program and grant.

These two program grants will allow us to hire 1 Full Time Employee to fulfill the requirements of the grants which also have a positive impact for the businesses in Scappoose.

In addition to the ROI/BRE and GRO programs, CET is providing the City of Scappoose with the Keep it Local and SBRC assets. Keep it Local is part of the ROI/BRE program; and the SBRC program is still being evaluated on pathways forward with financing and staffing.

We are seeking to get the 1 FTE hired as soon as possible. Business Oregon has already committed to providing the Grant to Scappoose, but their timeline for an agreement will be slightly after this Council Meeting. The GRO agreement, is included in this packet and will also be brought to St. Helens on Wednesday Feb 18<sup>th</sup> for recommended approval.

The goal would be to hire the ROI/BRE and GRO coordinator on Feb 19<sup>th</sup>, pending approval of the GRO agreement by both cities. Staff will work with Business Oregon to finalize and sign their agreement with Council's approval to proceed. Business Oregon's agreement will be reviewed by our attorney before signing and should be a fairly standard agreement with them.

There are also additional positive impacts to the City of Scappoose in housing these county wide positions and programs, including but not limited to; additional local expertise, increased economic team contributions, focus, and collaboration in the City, increased relationships and outside support, local presence, career advancement opportunities, internal efficiencies, and an increase in skills and talent to our team that will reflect in the services we provide locally to name a few.

#### **FISCAL IMPACT:**

##### *Revenue:*

ROI/BRE Grant through Business Oregon - \$105,000 over a two-year period

GRO Grant through the Ford Family Foundation and St. Helens - \$100,000 a year for 1-3 years.

Other potential partnerships and Grants for SBRC and other economic related programs.

##### *Expenses:*

1-2 FTE as paid through the grants and partnerships.

There may be some initial additional costs beyond the grants. These costs will be for startup materials and supplies, crossover staff time outside of these programs, and are estimated to be around the same cost as we were contributing to CET. Continuing long term, expenses beyond grant funding and other stakeholder funding will be for Scappoose specific economic development items and/or Scappoose's equal contribution to these programs. County wide programs will be funded almost entirely by grants or stakeholder contributions.

#### **RECCOMENDATION:**

Staff recommends that Council approve City Manager Burgener to work with Business Oregon to finalize and sign their grant agreement for the ROI/BRE Program and approve City Manager Burgener to sign the included subgrant agreement with the City of St. Helens.

## Subgrant Agreement

This Subgrant Agreement (“Agreement”), entered into as of the date last provided on the signature page (“Effective Date”), is between the City of Scappoose, hereinafter referred to as “Scappoose,” whose address is \_\_\_\_\_, and the City of St. Helens, hereinafter referred to as “St. Helens,” whose address is at \_\_\_\_\_. Scappoose and St. Helens are collectively referred to herein as the “parties” and each individually as a “party.”

1. St. Helens was selected by the Ford Family Foundation for inclusion in its Growing Rural Oregon (“GRO”) initiative that is developing entrepreneurial ecosystems in rural communities throughout the state. Ford Family Foundation awarded St. Helens a \$100,000 grant on October 31, 2022 (the “Grant”) for program and small business entrepreneurial ecosystem development (the “Purpose”). St. Helens shall have the opportunity to apply for continuing Grant funds to support the Purpose annually, for the next two years.
2. Columbia Economic Team (“CET”) was a 501(C)(6) nonprofit entity that provided economic development programs throughout Columbia County. CET was engaged in the St. Helens GRO initiative. St. Helens executed a Memorandum of Understanding with CET on February 23, 2023 (the “MOU”) to pass through certain Grant funds to CET, to further perform the Purpose.
3. CET announced its intent to dissolve in December 2025 and has since been working to distribute its programs and resources to partners within Columbia County who may continue these programs. Scappoose desires to undertake certain roles and responsibilities that CET fulfilled within Columbia County via a county-wide business collaboration housed in Scappoose (the “Program”).
4. Small business advising, facilitation, marketing, promotion, and support are core competencies and the focus of the Program. Further, the Program is closely aligned with the GRO program framework and Grant Purpose.
5. St. Helens desires to pass through certain Grant funds to Scappoose in order to pay for Program related services.

NOW, THEREFORE, based on the mutual covenants set forth in this Agreement, the parties agree to the following terms and conditions.

1. Pass-through of Grant Funds.
  - a. Upon the Effective Date, St. Helens shall provide all remaining Grant funds to Scappoose for Scappoose to use in connection with the Program. Scappoose

represents to St. Helens that the Program aligns with the Grant Purpose. Scappoose shall comply with all terms of the Grant for the term of this Agreement.

- b. Scappoose shall assist St. Helens in annually applying for continuing Grant funds in connection with the Purpose. If St. Helens is awarded Grant funds in 2027 and 2028, St. Helens shall immediately pass these Grants funds through to Scappoose in accordance with Section 1.a. The provision and use of all Grant funds shall be subject to the terms of this Agreement.
2. Term and Termination. The Agreement shall continue in full force and effect for the term of the Grant, as amended by subsequent awards of funds, unless written notification by either party is presented to the other party on or before September 30 of intent to terminate this Agreement effective on December 31 of the year of said termination notice.
3. Indemnification. To the maximum extent permitted by law, the parties shall defend, indemnify, and hold each other, their elected and appointed officials, agents, and employees harmless from and against any claims, damages, losses, and expenses, including attorneys' fees, which arise out of the action or inaction of the parties, their elected or appointed officials, agents, or employees in the performance of this Agreement.
4. Miscellaneous. This Agreement includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. This Agreement may be modified in writing by a modification that has been signed by individuals authorized to bind each of the parties contractually. Neither party may assign this Agreement without the written consent of the other party. If any provision of this Agreement is held to be invalid, unconstitutional, or preempted, the remaining provisions will remain in full force and effect.

St. Helens, Oregon

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

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

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

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

Scappoose, Oregon

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

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

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

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

# CITY OF SCAPPOOSE

## February 2026

Verify meetings, get virtual meeting details, and more meeting information can be found on our website at [www.scappoose.gov](http://www.scappoose.gov).

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7 Council Retreat Scappoose Middle School Cafeteria, 9am</b>
<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>
<b>15</b>	<b>16 City Offices Closed</b>	<b>17 Council work session, 6pm Council meeting, 7pm</b>	<b>18</b>	<b>19 EDC, Noon</b>	<b>20</b>	<b>21</b>
<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26 Planning Commission, 7pm</b>	<b>27</b>	<b>28</b>

# CITY OF SCAPPOOSE

## March 2026

Verify meetings, get virtual meeting details, and more meeting information can be found on our website at [www.scappoose.gov](http://www.scappoose.gov).

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7 ATM ~ 9am Scappoose High School Auditorium</b>
<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12 Planning Commission, 7pm</b>	<b>13</b>	<b>14</b>
<b>15</b>	<b>16 URA, (confirm time) Council meeting 7pm</b>	<b>17</b>	<b>18</b>	<b>19 EDC, Noon</b>	<b>20</b>	<b>21</b>
<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26 Planning Commission, 7pm</b>	<b>27</b>	<b>28</b>
<b>29</b>	<b>30</b>	<b>31</b>				

**Monthly Finance Statement**  
**January Fiscal Year 2025-2026**



**Financial Statement Notes**

January puts the City 58% through the year. Many revenues (for example taxes or business licenses) and expenses (for example capital expenditures, some subscriptions and insurance) are received or paid at times that make the Budget % appear above or below the expectation.  
 No departments appear outside the expectation for this fiscal year.

**Revenues**

Revenues have been received as budgeted.

Loan revenue is being received as capital expenditures are completed to fund the expenditures.

**Expenses**

Expenses are occurring at expected budgetary levels.

- Reservoir, Well and Wastewater Treatment plant construction continues.
- Water SDC Fund used reserves to cover debt service payments due in the first half of the year. This is normal due to the debt due date. SDC funds to be received and Water fund transfer payments are expected to cover the deficit.
- Wastewater SDC Fund used reserves to cover budgeted capital expenditures. This will be covered by Wastewater if SDC funds received do not cover the budgeted expenses. This won't happen in the future as budgets and expense tracking have been modified after this situation occurred in October.
- Urban Renewal received enough tax funds (\$594,858) to cover budgeted Reservoir invoices. The budget plan was for Urban Renewal to utilize reserves to pay for reservoir expenditures.

**Fund Balance/Retained Earnings Note**

Each fund lists Retained Earnings which is the amount of expenses that exceed the revenues for the period.

Peg Fee Fund is being discontinued so reserves are covering expenses.

Watts House and Law Enforcement receive transfers from General Fund so reserves are being utilized for expenditures.

**Financial Statement Format**

General Fund - Supported by taxes, intergovernmental payments and some other revenue sources.

Special Revenue Funds - Separated from General Fund to more easily track revenue and expenses.

- Street and Foot Paths & Bicycle Trails - Mostly supported by Federal, State and Internal fuel tax funds.
- Building - Mostly supported by restricted building permit revenue. General Fund has helped in low permit years.
- Watts House, Unemployment, Law Enforcement and Peg Fee - Separate from General Fund to more easily track accounting. Watts house has no outside revenue sources for repairs so General Fund is helping this year.

PEG fee fund has no incoming revenue. We expect to expend the remaining balances this fiscal year.

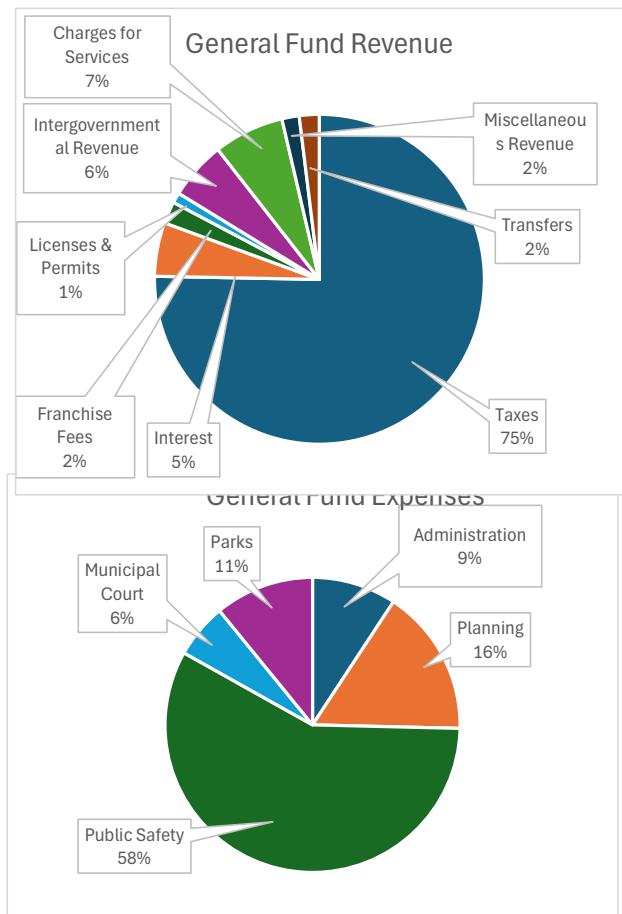
Enterprise Funds - Water, Wastewater and Storm Drainage - Funds are accounted for like businesses. Self supported by user fees and other related revenues.

SDC Funds - System Development Funds (SDC) - receive revenues from building permits that are restricted in how they are spent. Building permits were very low last year so little SDC revenue was received.

Urban Renewal Fund - Accounted for as a special district, totally separate from the City.

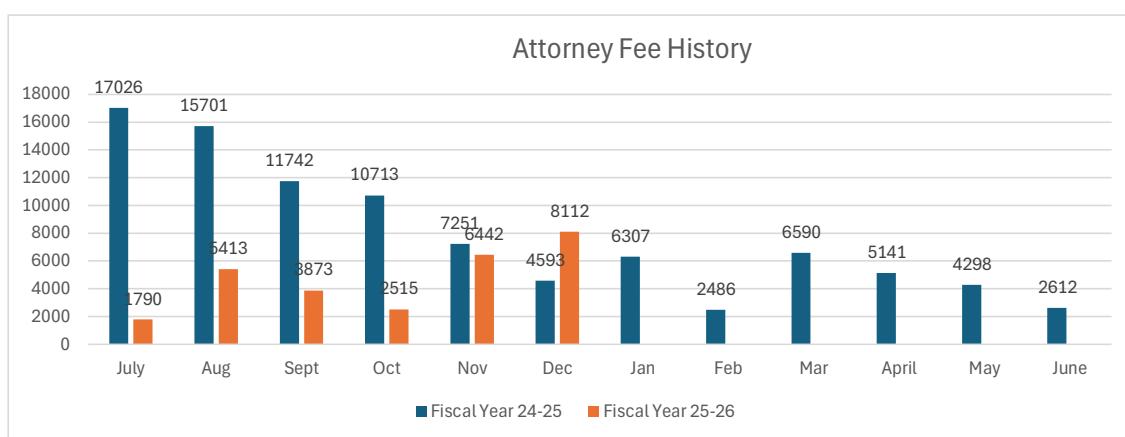


<b>Description</b>	<b>Budget</b>	<b>2024-25 Actual</b>	<b>2025-26 Activity</b>	<b>Budget %</b>
Cash Carry Over	\$ 6,121,870	\$ 5,605,964.54	\$ 6,545,953.11	
Park Reserve Cash Carry Over	\$ -	\$ 50,000.00	\$ 159,844.00	
Future Swim Pool Reserve	\$ -	\$ -	\$ 48,330.63	
<b>Fund Balance</b>	<b>\$ 6,121,870</b>	<b>\$ 5,655,964.54</b>	<b>\$ 6,754,127.74</b>	
Taxes	\$ 2,603,000	\$ 3,144,766.99	\$ 2,471,381.88	94.94%
Interest	\$ 230,000	\$ 173,832.26	\$ 173,446.85	75.41%
Franchise Fees	\$ 510,800	\$ 113,665.21	\$ 70,768.51	13.85%
Licenses & Permits	\$ 41,200	\$ 34,000.82	\$ 32,961.82	80.00%
Intergovernmental Revenue	\$ 2,055,500	\$ 192,868.41	\$ 187,187.90	9.11%
Charges for Services	\$ 304,818	\$ 172,210.48	\$ 226,577.11	74.33%
Miscellaneous Revenue	\$ 252,000	\$ 22,026.81	\$ 56,095.72	22.26%
Transfers	\$ 144,911	\$ 287,082.95	\$ 63,900.62	44.10%
Debt Proceeds	\$ 700,000	\$ -	\$ -	0.00%
<b>Revenue</b>	<b>\$ 6,842,229</b>	<b>\$ 4,140,453.93</b>	<b>\$ 3,282,320.41</b>	<b>47.97%</b>
Payroll Expenses	\$ 81,589	\$ 45,013.29	\$ 46,395.96	56.87%
Materials & Services	\$ 619,131	\$ 641,439.64	\$ 207,257.73	33.48%
Capital Outlay	\$ 40,000	\$ 988.31	\$ -	0.00%
<b>ADMINISTRATION</b>	<b>\$ 740,720</b>	<b>\$ 687,441.24</b>	<b>\$ 253,653.69</b>	<b>34.24%</b>
Payroll Expenses	\$ 613,909	\$ 290,357.20	\$ 298,307.16	48.59%
Materials & Services	\$ 431,251	\$ 92,185.44	\$ 92,857.84	21.53%
Capital Outlay	\$ 779,001	\$ 18,106.75	\$ 48,348.89	6.21%
Transfers	\$ 2,175	\$ 17,898.44	\$ 1,268.75	58.33%
<b>PLANNING</b>	<b>\$ 1,826,336</b>	<b>\$ 418,547.83</b>	<b>\$ 440,782.64</b>	<b>24.13%</b>
Payroll Expenses	\$ 2,742,626	\$ 947,088.74	\$ 1,195,157.74	43.58%
Materials & Services	\$ 531,244	\$ 139,625.78	\$ 294,793.46	55.49%
Capital Outlay	\$ 137,651	\$ -	\$ 87,449.96	63.53%
Transfers	\$ 6,425	\$ 72,200.94	\$ 3,747.94	58.33%
<b>POLICE DEPARTMENT</b>	<b>\$ 3,417,946</b>	<b>\$ 1,158,915.46</b>	<b>\$ 1,581,149.10</b>	<b>46.26%</b>
Payroll Expenses	\$ 104,734	\$ 29,559.33	\$ 61,939.85	59.14%
Materials & Services	\$ 200,517	\$ 81,905.86	\$ 102,450.45	51.09%
Transfers	\$ 275	\$ 3,906.00	\$ 160.44	58.34%
<b>MUNICIPAL COURT</b>	<b>\$ 305,526</b>	<b>\$ 115,371.19</b>	<b>\$ 164,550.74</b>	<b>53.86%</b>
Payroll Expenses	\$ 408,796	\$ 167,309.88	\$ 191,802.09	46.92%
Materials & Services	\$ 196,092	\$ 51,566.85	\$ 74,204.14	37.84%
Capital Outlay	\$ 2,600,000	\$ 55,880.18	\$ 30,960.70	1.19%
Transfers	\$ 1,300	\$ 10,413.69	\$ 758.38	58.34%
<b>PARK DEPARTMENT</b>	<b>\$ 3,206,188</b>	<b>\$ 285,170.60</b>	<b>\$ 297,725.31</b>	<b>9.29%</b>
Transfer to Watts House	\$ 25,000	\$ -	\$ 16,000.00	64.00%
Contingency	\$ 1,742,383	\$ -	\$ -	-
Unappropriated Ending Fund Balance	\$ 1,700,000	\$ -	\$ -	-
<b>NON DEPARTMENTAL</b>	<b>\$ 3,467,383</b>	<b>\$ -</b>	<b>\$ 16,000.00</b>	
<b>Expense</b>	<b>\$ 12,964,099</b>	<b>\$ 2,665,446.32</b>	<b>\$ 2,753,861.48</b>	<b>21.24%</b>
Retained Earnings - Current Rev - Exp	\$ (6,121,870)	\$ 1,475,008	\$ 528,459	
<b>General Government Total</b>	<b>\$ -</b>	<b>\$ 7,130,972.15</b>	<b>\$ 7,282,586.67</b>	



Taxes	\$	2,471,381.88
Interest	\$	173,446.85
Franchise Fees	\$	70,768.51
Licenses & Permits	\$	32,961.82
Intergovernmental Revenue	\$	187,187.90
Charges for Services	\$	226,577.11
Miscellaneous Revenue	\$	56,095.72
Transfers	\$	63,900.62
Total Revenue	\$	3,282,320.41

Administration	\$	253,653.69
Planning	\$	440,782.64
Public Safety	\$	1,581,149.10
Municipal Court	\$	164,550.74
Parks	\$	297,725.31
Total Expense	\$	2,753,861.48



**Special Revenue Fund Financials**  
**January Fiscal Year 2025-2026**



Description	Budget	2024-25 Actual	2025-26 Activity	Budget %
<b>BUILDING</b>				
Cash Carry Over	\$ 137,841.00	\$ 58,593.86	\$ 237,649.31	
<b>Fund Balance</b>	<b>\$ 137,841.00</b>	<b>\$ 58,593.86</b>	<b>\$ 237,649.31</b>	
Interest	\$ 4,000.00	\$ 2,450.49	\$ 6,774.82	169.37%
Licenses & Permits	\$ 417,000.00	\$ 137,756.60	\$ 163,161.40	39.13%
Miscellaneous Revenue	\$ 37,000.00	\$ -	\$ 4.85	0.01%
Transfers	\$ -	\$ 1,027.67	\$ -	-
<b>Revenue</b>	<b>\$ 458,000.00</b>	<b>\$ 141,234.76</b>	<b>\$ 169,941.07</b>	<b>37.11%</b>
Payroll Expenses	\$ 97,667.00	\$ 39,238.72	\$ 56,323.86	57.67%
Materials & Services	\$ 398,591.00	\$ 16,504.28	\$ 18,431.24	4.62%
Transfers	\$ 64,775.00	\$ -	\$ 37,785.44	58.33%
Contingency	\$ 34,808.00	\$ -	\$ -	0.00%
<b>Expense</b>	<b>\$ 595,841.00</b>	<b>\$ 55,743.00</b>	<b>\$ 112,540.54</b>	<b>18.89%</b>
<b>Retained Earnings Current Rev - Exp</b>	<b>\$ (137,841.00)</b>	<b>\$ 85,491.76</b>	<b>\$ 57,400.53</b>	
<b>BUILDING</b>	<b>\$ -</b>	<b>\$ 144,085.62</b>	<b>\$ 295,049.84</b>	
<b>PEG FEE FUND</b>				
Cash Carry Over	\$ 27,022.00	\$ 36,368.99	\$ 25,838.20	
<b>Fund Balance</b>	<b>\$ 27,022.00</b>	<b>\$ 36,368.99</b>	<b>\$ 25,838.20</b>	
Interest	\$ -	\$ 873.56	\$ 444.86	
Peg Fees	\$ -	\$ 3,739.39	\$ 2,893.95	
<b>Revenue</b>	<b>\$ -</b>	<b>\$ 4,612.95</b>	<b>\$ 3,338.81</b>	
Dues Fees & Subscriptions	\$ 27,022.00	\$ 13,936.22	\$ 9,789.14	36.23%
Contingency	\$ -	\$ -	\$ -	-
<b>Expense</b>	<b>\$ 27,022.00</b>	<b>\$ 13,936.22</b>	<b>\$ 9,789.14</b>	<b>36.23%</b>
<b>Retained Earnings Current Rev - Exp</b>	<b>\$ (27,022.00)</b>	<b>\$ (9,323.27)</b>	<b>\$ (6,450.33)</b>	
<b>PEG FEE FUND</b>	<b>\$ -</b>	<b>\$ 27,045.72</b>	<b>\$ 19,387.87</b>	
<b>STREET FUND</b>				
Cash Carry Over	\$ 2,614,488.00	\$ 2,083,143.57	\$ 2,789,565.41	
<b>Fund Balance</b>	<b>\$ 2,614,488.00</b>	<b>\$ 2,083,143.57</b>	<b>\$ 2,789,565.41</b>	
Interest	\$ 60,000.00	\$ 63,829.70	\$ 74,060.71	123.43%
FEX Funding Allocation	\$ 102,000.00	\$ 102,306.00	\$ -	0.00%
State Gas Tax	\$ 646,134.00	\$ 388,327.95	\$ 395,765.59	61.25%
Fuel Tax .03	\$ 250,000.00	\$ 151,213.92	\$ 128,644.86	51.46%
Charges for Services	\$ -	\$ -	\$ 5,683.85	
<b>Revenue</b>	<b>\$ 1,058,134.00</b>	<b>\$ 705,677.57</b>	<b>\$ 604,155.01</b>	<b>57.10%</b>

Payroll Expenses	\$ 299,413.00	\$ 139,266.25	\$ 137,272.76	45.85%
Materials & Services	\$ 228,947.00	\$ 47,372.67	\$ 89,497.70	39.09%
Capital Outlay	\$ 1,435,000.00	\$ 112,861.04	\$ 15,247.85	1.06%
Transfers	\$ 1,700.00	\$ 33,524.19	\$ 991.69	58.33%
Contingency	\$ 1,707,562.00	\$ -	\$ -	0.00%
<b>Expense</b>	<b>\$ 3,672,622.00</b>	<b>\$ 333,024.15</b>	<b>\$ 243,010.00</b>	<b>6.62%</b>
<b>Retained Earnings Current Rev - Exp</b>	<b>\$ (2,614,488.00)</b>	<b>\$ 372,653.42</b>	<b>\$ 361,145.01</b>	
<b>STREET FUND</b>	<b>\$ -</b>	<b>\$ 2,455,796.99</b>	<b>\$ 3,150,710.42</b>	

#### FOOT PATHS & BICYCLE TRAILS

Cash Carry Over	\$ 256,218.00	\$ 240,033.53	\$ 256,765.32	
<b>Fund Balance</b>	<b>\$ 256,218.00</b>	<b>\$ 240,033.53</b>	<b>\$ 256,765.32</b>	
Interest	\$ 5,000.00	\$ 7,027.84	\$ 6,541.95	130.84%
Intergovernmental Revenue	\$ 6,500.00	\$ 3,922.51	\$ 3,994.59	61.46%
Charges for Services				
<b>Revenue</b>	<b>\$ 11,500.00</b>	<b>\$ 10,950.35</b>	<b>\$ 10,536.54</b>	<b>91.62%</b>
Materials & Services	\$ 3,000.00	\$ 273.12	\$ -	0.00%
Capital Outlay	\$ 40,000.00	\$ -	\$ -	0.00%
Contingency	\$ 224,718.00	\$ -	\$ -	0.00%
<b>Expense</b>	<b>\$ 267,718.00</b>	<b>\$ 273.12</b>	<b>\$ -</b>	<b>0.00%</b>
<b>Retained Earnings Current Rev - Exp</b>	<b>\$ (256,218.00)</b>	<b>\$ (273.12)</b>	<b>\$ -</b>	
<b>FOOT PATHS &amp; BICYCLE TRAILS</b>	<b>\$ -</b>	<b>\$ 239,760.41</b>	<b>\$ 256,765.32</b>	

#### WATTS HOUSE FUND

Cash Carry Over	\$ 16,240.00	\$ 32,740.53	\$ 28,195.09	
<b>Fund Balance</b>	<b>\$ 16,240.00</b>	<b>\$ 32,740.53</b>	<b>\$ 28,195.09</b>	
Interest	\$ 1,020.00	\$ 900.97	\$ 628.08	61.58%
Transfers In	\$ 25,000.00	\$ -	\$ 16,000.00	64.00%
<b>Revenue</b>	<b>\$ 26,020.00</b>	<b>\$ 900.97</b>	<b>\$ 16,628.08</b>	<b>63.90%</b>
Materials & Services	\$ 12,200.00	\$ 3,353.59	\$ 2,779.67	22.78%
Capital Outlay	\$ 25,000.00	\$ -	\$ 15,670.00	62.68%
Contingency	\$ 5,060.00	\$ -	\$ -	0.00%
<b>Expense</b>	<b>\$ 42,260.00</b>	<b>\$ 3,353.59</b>	<b>\$ 18,449.67</b>	<b>43.66%</b>
<b>Retained Earnings Current Rev - Exp</b>	<b>\$ (16,240.00)</b>	<b>\$ (2,452.62)</b>	<b>\$ (1,821.59)</b>	
<b>WATTS HOUSE FUND</b>	<b>\$ -</b>	<b>\$ 30,287.91</b>	<b>\$ 26,373.50</b>	

#### UNEMPLOYMENT

Cash Carry Over	\$ 96,726.00	\$ 93,126.33	\$ 97,546.82	
<b>Fund Balance</b>	<b>\$ 96,726.00</b>	<b>\$ 93,126.33</b>	<b>\$ 97,546.82</b>	
Interest	\$ 1,600.00	\$ 2,703.46	\$ 2,464.45	154.03%
Transfer In	\$ -	\$ -	\$ -	-
<b>Revenue</b>	<b>\$ 1,600.00</b>	<b>\$ 2,703.46</b>	<b>\$ 2,464.45</b>	<b>154.03%</b>
Payroll Expenses	\$ 50,000.00	\$ -	\$ -	0.00%
Contingency	\$ 48,326.00	\$ -	\$ -	0.00%
<b>Expense</b>	<b>\$ 98,326.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>
<b>Retained Earnings Current Rev - Exp</b>	<b>\$ (96,726.00)</b>	<b>\$ 2,703.46</b>	<b>\$ 2,464.45</b>	
<b>UNEMPLOYMENT</b>	<b>\$ -</b>	<b>\$ 95,829.79</b>	<b>\$ 100,011.27</b>	

**LAW ENFORCEMENT FEE**

Cash Carry Over	\$	13,037.00	\$	17,784.41	\$	16,525.63
<b>Fund Balance</b>	<b>\$</b>	<b>13,037.00</b>	<b>\$</b>	<b>17,784.41</b>	<b>\$</b>	<b>16,525.63</b>
Interest	\$	300.00	\$	476.10	\$	393.29
Intergovernmental Revenue	\$	5,000.00	\$	1,333.14	\$	2,617.04
<b>Revenue</b>	<b>\$</b>	<b>5,300.00</b>	<b>\$</b>	<b>1,809.24</b>	<b>\$</b>	<b>3,010.33</b>
Materials & Services	\$	10,000.00	\$	4,577.79	\$	6,947.57
Contingency	\$	8,337.00	\$	-	\$	-
<b>Expense</b>	<b>\$</b>	<b>18,337.00</b>	<b>\$</b>	<b>4,577.79</b>	<b>\$</b>	<b>6,947.57</b>
Retained Earnings Current Rev - Exp	\$	(13,037.00)	\$	(2,768.55)	\$	(3,937.24)
<b>LAW ENFORCEMENT FEE</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>15,015.86</b>	<b>\$</b>	<b>12,588.39</b>
<b>Special Revenue Funds Total</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>3,007,822.30</b>	<b>\$</b>	<b>3,860,886.61</b>

**Enterprise Fund Financials**  
**January Fiscal Year 2025-2026**



Description	Budget	2024-25 Actual	2025-26 Activity	Budget %
<b>STORM DRAINAGE</b>				
Cash Carry Over	\$ 2,266,834.00	\$ 1,636,196.31	\$ 2,261,790.29	
<b>Fund Balance</b>	<b>\$ 2,266,834.00</b>	<b>\$ 1,636,196.31</b>	<b>\$ 2,261,790.29</b>	
Interest	\$ 35,000.00	\$ 51,697.71	\$ 60,075.01	171.64%
Charges for Services	\$ 968,045.00	\$ 519,231.64	\$ 526,186.62	54.36%
Miscellaneous Revenue	\$ -	\$ -	\$ 154.50	
Intergovernmental Revenue	\$ -	\$ -	\$ 42,217.50	
<b>Revenue</b>	<b>\$ 1,003,045.00</b>	<b>\$ 570,929.35</b>	<b>\$ 628,633.63</b>	<b>62.67%</b>
Payroll Expenses	\$ 320,273.00	\$ 64,766.97	\$ 145,194.76	45.33%
Materials & Services	\$ 256,522.00	\$ 38,694.23	\$ 91,470.68	35.66%
Capital Outlay	\$ 1,385,000.00	\$ 68,938.00	\$ 19,107.25	1.38%
Transfers	\$ 1,700.00	\$ 30,503.69	\$ 991.69	58.33%
Contingency	\$ 1,306,384.00	\$ -	\$ -	
<b>Expense</b>	<b>\$ 3,269,879.00</b>	<b>\$ 202,902.89</b>	<b>\$ 256,764.38</b>	<b>7.85%</b>
<b>Retained Earnings - Current Rev-Exp</b>	<b>\$ (2,266,834.00)</b>	<b>\$ 368,026.46</b>	<b>\$ 371,869.25</b>	
<b>STORM DRAINAGE</b>	<b>\$ -</b>	<b>\$ 2,004,222.77</b>	<b>\$ 2,633,659.54</b>	
<b>UTILITY WATER</b>				
Cash Carry Over	\$ 3,442,039.00	\$ 4,500,101.08	\$ 3,510,346.13	
<b>Fund Balance</b>	<b>\$ 3,442,039.00</b>	<b>\$ 4,500,101.08</b>	<b>\$ 3,510,346.13</b>	
Interest	\$ 120,000.00	\$ 126,255.22	\$ 76,206.32	63.51%
Intergovernmental Revenue	\$ 3,250,000.00	\$ 1,157,870.00	\$ 3,081,172.00	94.81%
Miscellaneous Revenue	\$ -	\$ 4,372.60	\$ 1,492.60	
Charges for Services	\$ 2,723,126.00	\$ 1,501,503.47	\$ 1,553,200.61	57.04%
Long Term Debt Proceeds	\$ 2,950,000.00	\$ -	\$ -	0.00%
<b>Revenue</b>	<b>\$ 9,043,126.00</b>	<b>\$ 2,790,001.29</b>	<b>\$ 4,712,071.53</b>	<b>52.11%</b>
Payroll Expenses	\$ 1,356,689.00	\$ 585,183.96	\$ 581,519.84	42.86%
Materials & Services	\$ 914,357.00	\$ 286,150.77	\$ 452,320.44	49.47%
Capital Outlay	\$ 6,145,000.00	\$ 1,934,567.00	\$ 3,251,495.31	52.91%
Transfers	\$ 481,392.00	\$ 117,768.00	\$ 61,512.43	12.78%
Debt Services	\$ 81,439.00	\$ 81,438.78	\$ 81,438.78	100.00%
Contingency	\$ 3,506,288.00	\$ -	\$ -	
<b>Expense</b>	<b>\$ 12,485,165.00</b>	<b>\$ 3,005,108.51</b>	<b>\$ 4,428,286.80</b>	<b>35.47%</b>
<b>Retained Earnings - Current Rev-Exp</b>	<b>\$ (3,442,039.00)</b>	<b>\$ (215,107.22)</b>	<b>\$ 283,784.73</b>	
<b>UTILITY WATER</b>	<b>\$ -</b>	<b>\$ 4,284,993.86</b>	<b>\$ 3,794,130.86</b>	

**UTILITY WASTEWATER**

Cash Carry Over	\$	4,367,729.00	\$	3,578,642.47	\$	3,515,257.95	
<b>Fund Balance</b>	<b>\$</b>	<b>4,367,729.00</b>	<b>\$</b>	<b>3,578,642.47</b>	<b>\$</b>	<b>3,515,257.95</b>	
Interest	\$	90,000.00	\$	80,660.41	\$	91,373.37	101.53%
Intergovernmental Revenue	\$	1,500,000.00	\$	507,063.00	\$	1,277,800.49	85.19%
Charges for Services	\$	2,905,360.00	\$	1,583,264.45	\$	1,695,032.55	58.34%
Long Term Debt Proceeds	\$	6,500,000.00	\$	1,740,691.00	\$	5,358,878.00	82.44%
Transfer In	\$	375,942.00	\$	-	\$	-	
<b>Revenue</b>	<b>\$</b>	<b>11,371,302.00</b>	<b>\$</b>	<b>3,911,678.86</b>	<b>\$</b>	<b>8,423,084.41</b>	<b>74.07%</b>
Payroll Expenses	\$	1,329,039.00	\$	634,642.27	\$	668,000.85	50.26%
Materials & Services	\$	913,192.00	\$	279,192.11	\$	396,151.71	43.38%
Capital Outlay	\$	8,340,000.00	\$	3,967,749.16	\$	4,936,046.63	59.19%
Transfers	\$	5,450.00	\$	59,201.31	\$	3,179.12	58.33%
Debt Services	\$	18,126.00	\$	8,821.00	\$	8,821.00	48.66%
Contingency	\$	5,133,224.00	\$	-	\$	-	
<b>Expense</b>	<b>\$</b>	<b>15,739,031.00</b>	<b>\$</b>	<b>4,949,605.85</b>	<b>\$</b>	<b>6,012,199.31</b>	<b>38.20%</b>
<b>Retained Earnings - Current Rev-Exp</b>	<b>\$</b>	<b>(4,367,729.00)</b>	<b>\$</b>	<b>(1,037,926.99)</b>	<b>\$</b>	<b>2,410,885.10</b>	
<b>UTILITY WASTEWATER</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>2,540,715.48</b>	<b>\$</b>	<b>5,926,143.05</b>	
<b>Enterprise Funds Total</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>8,829,932.11</b>	<b>\$</b>	<b>12,353,933.45</b>	

**System Development Fund Financials**  
**January Fiscal Year 2025-2026**



Description	Budget	2024-25 Actual	2025-26 Activity	Budget %
<b>STORM DRAINAGE SDC</b>				
Cash Carry Over	\$ 420,450.00	\$ 397,484.20	\$ 434,583.89	
<b>Fund Balance</b>	<b>\$ 420,450.00</b>	<b>\$ 397,484.20</b>	<b>\$ 434,583.89</b>	
Interest	\$ 12,000.00	\$ 11,556.48	\$ 11,268.89	93.91%
System Development Charges	\$ 86,856.00	\$ 710.48	\$ 21,578.88	24.84%
<b>Revenue</b>	<b>\$ 98,856.00</b>	<b>\$ 12,266.96</b>	<b>\$ 32,847.77</b>	<b>33.23%</b>
Capital Outlay	\$ 200,000.00	\$ -	\$ -	0.00%
Transfers	\$ 4,343.00	\$ -	\$ 1,078.95	24.84%
Contingency	\$ 314,963.00	\$ -	\$ -	0.00%
<b>Expense</b>	<b>\$ 519,306.00</b>	<b>\$ -</b>	<b>\$ 1,078.95</b>	<b>0.21%</b>
Retained Earnings Current Rev - Exp	\$ (420,450.00)	\$ 12,266.96	\$ 31,768.82	
<b>STORM DRAINAGE SDC</b>	<b>\$ -</b>	<b>\$ 409,751.16</b>	<b>\$ 466,352.71</b>	
<b>STREET SDC</b>				
Cash Carry Over	\$ 937,531.00	\$ 1,007,966.59	\$ 1,019,677.24	
<b>Fund Balance</b>	<b>\$ 937,531.00</b>	<b>\$ 1,007,966.59</b>	<b>\$ 1,019,677.24</b>	
Interest	\$ 35,000.00	\$ 26,249.10	\$ 26,766.86	76.48%
System Development Charges	\$ 304,947.00	\$ -	\$ 67,567.63	22.16%
<b>Revenue</b>	<b>\$ 339,947.00</b>	<b>\$ 26,249.10</b>	<b>\$ 94,334.49</b>	<b>27.75%</b>
Capital Outlay	\$ 600,000.00	\$ 107,755.55	\$ -	0.00%
Transfers	\$ 15,247.00	\$ -	\$ 3,326.99	21.82%
Contingency	\$ 662,231.00	\$ -	\$ -	0.00%
<b>Expense</b>	<b>\$ 1,277,478.00</b>	<b>\$ 107,755.55</b>	<b>\$ 3,326.99</b>	<b>0.26%</b>
Retained Earnings Current Rev - Exp	\$ (937,531.00)	\$ (81,506.45)	\$ 91,007.50	
<b>STREET SDC</b>	<b>\$ -</b>	<b>\$ 926,460.14</b>	<b>\$ 1,110,684.74</b>	
<b>PARKS SDC</b>				
Cash Carry Over	\$ 173,160.00	\$ 158,208.39	\$ 218,828.13	
<b>Fund Balance</b>	<b>\$ 173,160.00</b>	<b>\$ 158,208.39</b>	<b>\$ 218,828.13</b>	
Interest	\$ 5,000.00	\$ 4,493.80	\$ 5,656.36	113.13%
System Development Charges	\$ 98,608.00	\$ -	\$ 21,085.20	21.38%
<b>Revenue</b>	<b>\$ 103,608.00</b>	<b>\$ 4,493.80</b>	<b>\$ 26,741.56</b>	<b>25.81%</b>
Capital Outlay	\$ 200,000.00	\$ 6,694.00	\$ -	0.00%
Transfers	\$ 4,930.00	\$ -	\$ -	0.00%
Contingency	\$ 71,838.00	\$ -	\$ -	0.00%
<b>Expense</b>	<b>\$ 276,768.00</b>	<b>\$ 6,694.00</b>	<b>\$ -</b>	<b>0.00%</b>
Retained Earnings Current Rev - Exp	\$ (173,160.00)	\$ (2,200.20)	\$ 26,741.56	
<b>PARKS SDC</b>	<b>\$ -</b>	<b>\$ 156,008.19</b>	<b>\$ 245,569.69</b>	

**WATER SDC**

Cash Carry Over	\$	95,976.00	\$	124,913.87	\$	477,845.47
<b>Fund Balance</b>	<b>\$</b>	<b>95,976.00</b>	<b>\$</b>	<b>124,913.87</b>	<b>\$</b>	<b>477,845.47</b>
Interest	\$	4,000.00	\$	1,648.05	\$	12,030.51
Transfers	\$	100,000.00	\$	58,333.31	\$	58,333.31
System Development Charges	\$	360,280.00	\$	20,553.27	\$	101,994.13
Development Funds	\$	348,683.00	\$	-	\$	-
<b>Revenue</b>	<b>\$</b>	<b>812,963.00</b>	<b>\$</b>	<b>80,534.63</b>	<b>\$</b>	<b>172,357.95</b>
Capital Outlay	\$	348,683.00	\$	1,082,752.48	\$	-
Transfers	\$	19,806.00	\$	1,027.67	\$	5,099.71
Debt Services	\$	281,551.00	\$	280,588.15	\$	281,550.50
Contingency	\$	258,899.00	\$	-	\$	-
<b>Expense</b>	<b>\$</b>	<b>908,939.00</b>	<b>\$</b>	<b>1,364,368.30</b>	<b>\$</b>	<b>286,650.21</b>
<b>Retained Earnings Current Rev - Exp</b>	<b>\$</b>	<b>(95,976.00)</b>	<b>\$</b>	<b>(1,283,833.67)</b>	<b>\$</b>	<b>(114,292.26)</b>
<b>WATER SDC</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>(1,158,919.80)</b>	<b>\$</b>	<b>363,553.21</b>
<b>WASTEWATER SDC</b>						
Cash Carry Over	\$	181,436.00	\$	909,271.51	\$	272,027.25
<b>Fund Balance</b>	<b>\$</b>	<b>181,436.00</b>	<b>\$</b>	<b>909,271.51</b>	<b>\$</b>	<b>272,027.25</b>
Interest	\$	24,000.00	\$	23,832.62	\$	2,281.47
System Development Charges	\$	226,701.00	\$	5,588.48	\$	53,880.84
<b>Revenue</b>	<b>\$</b>	<b>250,701.00</b>	<b>\$</b>	<b>29,421.10</b>	<b>\$</b>	<b>56,162.31</b>
Capital Outlay	\$	410,000.00	\$	111,455.96	\$	185,000.00
Debt Payment						
Transfers	\$	11,335.00	\$	-	\$	2,332.40
Contingency	\$	10,802.00	\$	-	\$	-
<b>Expense</b>	<b>\$</b>	<b>432,137.00</b>	<b>\$</b>	<b>111,455.96</b>	<b>\$</b>	<b>187,332.40</b>
<b>Retained Earnings Current Rev - Exp</b>	<b>\$</b>	<b>(181,436.00)</b>	<b>\$</b>	<b>(82,034.86)</b>	<b>\$</b>	<b>(131,170.09)</b>
<b>Wastewater SDC</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>827,236.65</b>	<b>\$</b>	<b>140,857.16</b>
<b>SDC Funds Total</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>1,160,536.34</b>	<b>\$</b>	<b>2,327,017.51</b>

**Urban Renewal Fund Financials**  
**January Fiscal Year 2025-2026**



Description	Budget	2024-25 Actual	2025-26 Activity	Budget %
<b>URBAN RENEWAL DISTRICT</b>				
Cash Carry Over	\$ 1,841,754.00	\$ 1,308,038.89	\$ 1,872,927.45	
<b>Fund Balance</b>	<b>\$ 1,841,754.00</b>	<b>\$ 1,308,038.89</b>	<b>\$ 1,872,927.45</b>	
Taxes	\$ 582,000.00	\$ 576,709.99	\$ 594,858.02	102.21%
Interest	\$ 50,000.00	\$ 44,465.66	\$ 33,389.48	66.78%
<b>Revenue</b>	<b>\$ 632,000.00</b>	<b>\$ 621,175.65</b>	<b>\$ 628,247.50</b>	<b>99.41%</b>
Payroll Expenses	\$ 8,023.00	\$ 3,070.14	\$ 3,771.98	47.01%
Materials & Services	\$ 77,404.00	\$ 29,324.66	\$ 29,249.00	37.79%
Grants	\$ 75,889.00	\$ 24,915.50	\$ -	0.00%
Capital Outlay	\$ 2,079,000.00	\$ -	\$ 1,622,846.50	78.06%
Contingency	\$ 233,438.00	\$ -	\$ -	-
<b>Expense</b>	<b>\$ 2,473,754.00</b>	<b>\$ 57,310.30</b>	<b>\$ 1,655,867.48</b>	<b>66.94%</b>
<b>Retained Earnings Current Rev - Exp</b>	<b>\$ (1,841,754.00)</b>	<b>\$ 563,865.35</b>	<b>\$ (1,027,619.98)</b>	
<b>URBAN RENEWAL DISTRICT</b>	<b>\$ -</b>	<b>\$ 1,871,904.24</b>	<b>\$ 845,307.47</b>	
<b>Urban Renewal Agency Total</b>	<b>\$ -</b>	<b>\$ 1,871,904.24</b>	<b>\$ 845,307.47</b>	

## February 2026 Department Updates

### Planning Department:

Applications scheduled for Planning Commission:

- March 12, 2026: Conditional Use request for approval of Scappoose Hotel Project

### TGM Grant Update:

- The City is waiting on ODOT to send a revised scope of work for the project.
- It is expected that the project will kick off in fall of 2026 after the consultant selection process is complete and the final contract has been negotiated.
- A Public Advisory Committee (PAC) will be formed to review and provide feedback on the deliverables of the project. The PAC will include a representative from; City Council and Planning Commission, Columbia County, ODOT, DLCD, Columbia County Transit, School District, elderly/youth population, pedestrian/bicycle advocate, disabled/other underserved populations, PCC/OMIC, Fire District, Scappoose Police/Columbia County Sheriff's office, Port of Columbia County, local business representatives, Columbia Economic Team and others.

### 50-Year Plan:

- City staff and the consultant team are working to finalize all components of the 50 Year Plan project.
- Staff expects that the consolidated application for land use approval of the Economic Opportunities Analysis, Housing Capacity Analysis, Development Code updates and Comprehensive Plan updates, UGB expansion and Urban Reserves establishment will head to the Planning Commission for the first hearing in May 2026.
- Planning Commission will make a recommendation to City Council on the consolidated application and City Council will be the approval body. Once adopted locally, the City will apply for a Comprehensive Plan amendment through Columbia County to reflect the UGB expansion and Urban Reserves.

### St Helens to Scappoose Refinement Trail Project (SHSRTP):

- The kick-off meeting for the Project was held on December 19<sup>th</sup>, 2025. Attendance of the kick-off meeting will involved the Project Managers from ODOT, City of St Helens, City of Scappoose and Columbia County.
- Each jurisdiction (St Helens, Scappoose and Columbia County) will be looking for 4 – 6 members to serve on the Public Advisory Committee (PAC), to potentially include members from the City Council, Planning Commission, School District, Parks and Rec

Committee, local business owners or citizens at large. Scappoose staff have a list of interested parties they will be contacting soon.

**Engineering Department:**

In plan review:

- OXBO Headquarters Site Development – Approved for construction on June 6, 2025 – Site plan revisions in process by developer – Awaiting updated plans.
- Wauna Credit Union – Awaiting updated plans from the consultant for 3<sup>rd</sup> construction document review.
- NW Waterline Improvements – Ongoing coordination with the consultant team regarding creation of new pressure zones.
- Grabhorn Park – Updated wetland delineation completed to be submitted for DSL review the week of Feb 9, 2026
- SE Maple Street Rail and Sidewalk Upgrades (K23291) – Awaiting updated status and plans from ODOT
- Ofstad Mini-Storage – Plans submitted for 1<sup>st</sup> review on Jan 30, 2026

Ongoing Construction:

- NE Moore Road improvements – Reviewing asbuilts for project closeout and maintenance bond release and GIS updates
- 3 MG Reservoir – Construction observation, installation of onsite utility connections and backfilling soil around the tank and restoring site grades through Feb.
- Dutch Canyon Estates Ph 4 Subdivision – Construction observation for home construction
- Huser Subdivision - Construction observation, roadway improvements on Keys Rd ongoing with some curb to be re-poured
- JP West Partition (3 duplexes at SW 4<sup>th</sup> St) – Construction observation, installing remaining water services. Construction Observation, awaiting completion of flatwork for final inspection.
- Buxton Ranch Subdivision – Construction observation: Storm and sewer mains complete, redesign for storm on JP West pending, water main construction to begin in late Feb.
- Grace Lutheran Classroom Addition - Construction observation, installation and testing for new fire hydrant in process. Final easement docs reviewed and signed, pending recordation.
- Casey House Site (SW 1<sup>st</sup> and JP West) – Construction observation, currently under construction with onsite utilities and frontage curbs.

- Habitat for Humanity Townhomes – Construction observation, frontage improvements complete, franchise utility work under construction.
- Dealers Market – Construction observation, currently under construction with onsite utilities (bioretention basins) and paving (entrance).
- SE Myrtle and Oak Waterline – Project closeout in process with draft asbuilt plan review complete, awaiting asbuilt plans and GIS updates, in process.

Misc:

- NE 1<sup>st</sup> Street right of way dedication - BNSF recorded Quit Claim deed of TL 1600 to ODOT. Coordination with ODOT regarding partition, awaiting survey documents for final land use approval.
- Public Works Street Design Standards update – In progress
- Developing submittal guideline for engineering plan review process.
- Ongoing updates to municipal code to address Hg and Temp TMDL requirements

**Building Department - Permits issued from January 14<sup>th</sup> to February 9<sup>th</sup>**

Residential: 3 new homes, 2 mechanical, 4 plumbing, 1 structural

Building permits issued for new housing this fiscal year 2025/2026:

- 24 at Dutch Canyon Phase IV
- 1 new house SW Sequoia
- 3 duplexes – 6 housing units (4<sup>th</sup> and JP West Rd)

## Scappoose Police Department Department Report

Submitted by: Chief of Police Fluellen  
Scappoose, Oregon



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### **Noteworthy Department Events and Activity:**

- Scappoose Police officers Jacob Bernhard and Shane Davis have already completed three weeks of their initial Field Training and Evaluation Program or FTEP here within the Scappoose community. Both officers are progressing nicely during the initial phases while moving through the program. Even though both officers still have many weeks ahead of them as they continue to proceed through the training, both are learning a lot while out in the field and are putting their skillsets that they have acquired at the academy to good use. SPD is also looking to potentially hire one more officer before the beginning of this summer, which would bring the department's strength to 11 sworn positions.
- On February 8, 2026, (Superbowl Sunday) SPD officers participated in a Superbowl traffic enforcement emphasis/saturation patrol that was hosted by the Oregon State Police with SPD receiving an invitation. Interagency traffic safety details such as this continue to display the Scappoose Police Department's dedication to working effectively with our partners across Columbia County to address issues that impact our community.
- The Scappoose Police Department is exploring the potential of establishing a Drug Detection K-9 program within the department which will be the first of its kind at SPD. Currently, despite having a major highway system that stretches across and through the Columbia County area, there are no designated and dedicated Drug Detection K-9 assets that are deployed between the major Law Enforcement agencies within Columbia County. A Domestic Violence incident that SPD responded to on February 6, 2026, resulted in 17 grams of Methamphetamine being seized by law enforcement indicating that drugs and controlled substances are still flowing into our community with Highway 30 being the most likely route. A dedicated detection program will assist with deterring and apprehending drugs before they hit our streets or the streets of our neighboring communities along Highway 30.

## **Law Enforcement Activity**

**JANUARY 2026**

**Total Calls for Service for JANUARY 2025: 396**

**Total Calls for Service for JANUARY 2026: 401**

Total Arrests for JANUARY 2026:

7 Jail Bookings

5 Cite and Release Arrests

SERVICE CALL DESCRIPTION	JANUARY 2025	JANUARY 2026
TRAFFIC STOPS	132	13
ANIMAL COMPLAINTS	17	12
PREMISE CHECKS	34	17
TRAFFIC COLLISIONS	4	10
DISTURBANCES: VERBAL/PHYS	7	2
DOMESTICS	5	2
TRAFFIC COMPLAINTS	18	13
SUSP CIRC/VEH/PERS	27	24
911 HANG UPS	3	6
AGENCY ASSIST	7	10
*ORD VIO: ABV/ORD/PRK COMP	19	30
WELFARE CHECKS	17	10

*\*\*\*The above columns are not an all-inclusive list of activities that SPD officers initiated or responded to during the course of this reporting period. \*\*\**

# Public Works Activity Update

January 13<sup>th</sup> – February 10<sup>th</sup> 2025

# Administration

- ARPA project management. Staff working with funding agencies on disbursement requests. (Ongoing)
- Attend County and ODOT Transportation Meetings.(ongoing) Objective 1.3
- Attend NW Water Providers Consortium Meetings and post information on social media (ongoing)
- The Public Works Department has hired two replacements for the recently retired Utility Workers.
- The Parks Department has recently had an employee retire and is working to hire a replacement.
- Temperature TMDL—City Staff is working with the Scappoose Bay Watershed Council and Oregon DEQ to begin drafting the plan and begin shade analysis work on South Scappoose Creek. (ongoing)
- The City is currently drafting RFP's for the design of the Grabhorn / Smith Road parcel and the construction of an inclusive playground at Veterans Park. - Objective 3.2
- Support local festivals and events – staff is working to take down the decorative snow flakes, - Objective 3.3
- Social Media – staff is working on creating new social media posts centered around Public Works topics.
- Staff is currently coordinating the repair of the City Hall clock.

# Distribution

- Meter change outs All Area's Changing over to Kamstrup.
- Installed new meters at DC phase 4.
- Shut offs / meter reading.
- Service Abandonment on Key's
- Huser Subdivision Line Flushed / Tested
- Dams cleaned out



# • Collections

- CCTV truck training.
- Review 2025 CCTV findings
- Exploring spot line fixing



# Streets

- Fill Potholes.
- Street Sweeping
- STOP Sign fixes.



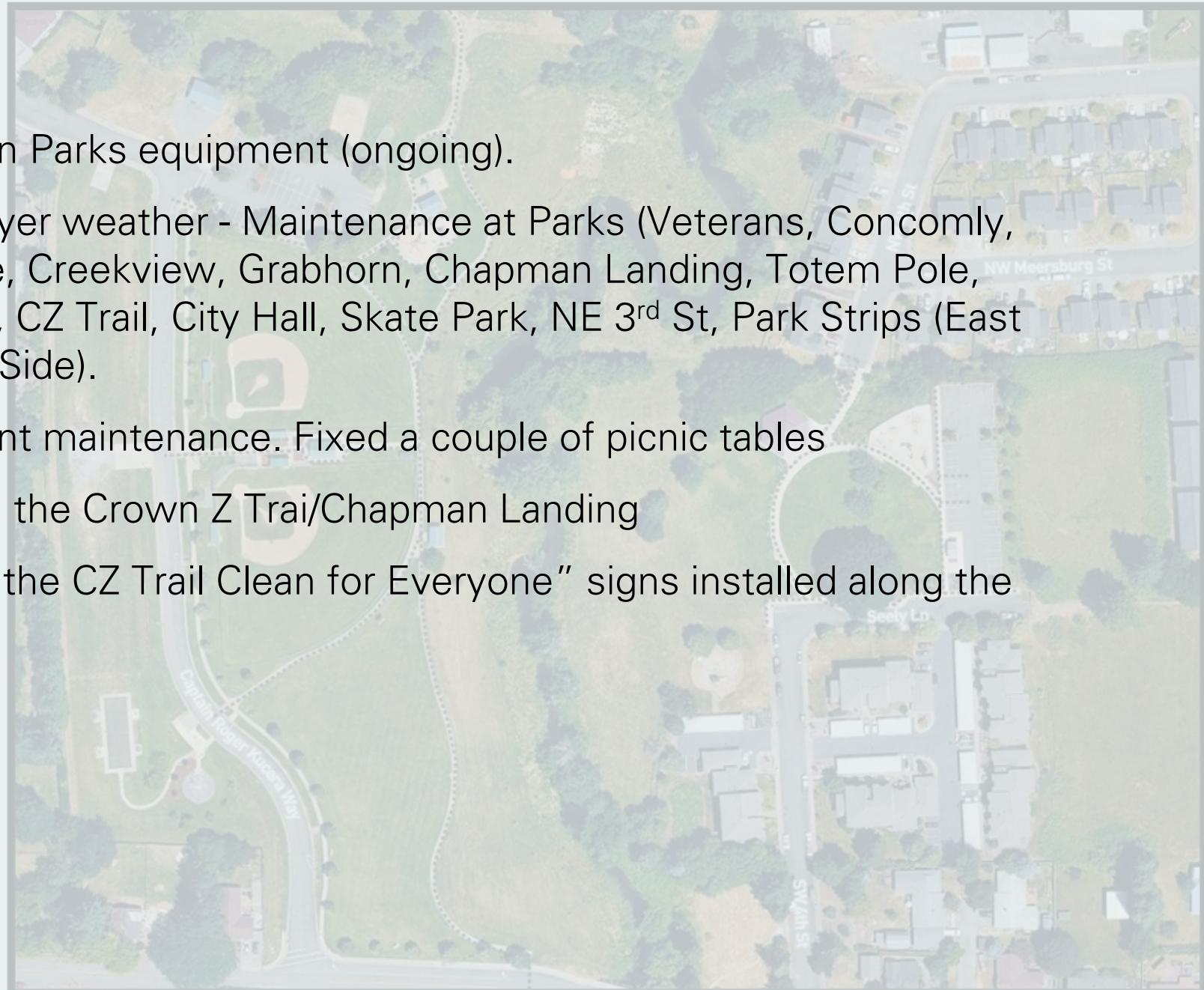
# Stormwater

- Street Sweeping
- Storm check from rainstorms
- Clogged outfall
- CCTV truck training.



# Parks

- Maintenance on Parks equipment (ongoing).
- Started with dryer weather - Maintenance at Parks (Veterans, Concomly, Miller, Heritage, Creekview, Grabhorn, Chapman Landing, Totem Pole, Trtek Trailhead, CZ Trail, City Hall, Skate Park, NE 3<sup>rd</sup> St, Park Strips (East side and West Side).
- Parks equipment maintenance. Fixed a couple of picnic tables
- Sweeper down the Crown Z Trail/Chapman Landing
- “Help us Keep the CZ Trail Clean for Everyone” signs installed along the trail.



# Maintenance

- Daily Daily's (Locates, Work Orders).
- Facility Cleaning and Organizing.
- Maintenance Public Works Vehicles / Equipment.
- LOTS of compound organizing and clean ups (ongoing).
- Christmas tree collection at bird viewing station.
- Lots of equipment cleaning.
- Work out back to clear brush and create piles for debris (Wood).



# Wastewater Treatment



- Phase I construction continues
- New Headworks building
- Electrical work
- Grit Removal equipment being lowered into position
- Budget prep

# Water Treatment



Miller Rd well starting back up this week



3M gallon Reservoir – pipe work construction and tie-in.



Backfill, valve and pipe upgrades has ongoing.



Operations and Maintenance procedure review and update

# Keys Rd. water plant pipe work



# Wastewater Headworks and electrical vault

