

## CHAPTER 9 – Interactions with Staff & City Attorney

- I. Staff.** Directing the daily activities of city staff is the administrative responsibility of the city manager and department heads. Council members shall respect the city manager's administrative authority and respect the separation between the council's role and the city manager's responsibility by:
- A. Not interfering with the day-to-day administration of city business, which is the responsibility of the city manager.
  - B. Avoiding actions that bypass the authority of the city manager or department head, such as by directly contacting employees for reports on the functioning of departments, or disciplining employees without consulting the city manager.
  - C. Limiting individual inquiries and requests for information from staff to those questions that may be answered readily as part of staff's day-to-day responsibilities. Questions of a more complex nature shall be directed to the city manager.
    1. Questions from individual members of the council requiring significant time or resources from staff or professional services (more than one hour) shall normally require approval of the council. For example, a request by an individual member of the council to locate several dozen old paper files may require multiple hours of city clerk time and must be approved by the council.
    2. Whenever an individual member of the council obtains information from staff through one of the above limited inquiries or requests for information, that member shall share information they receive with the entire council. This section is not intended to apply to questions by members of the council acting in their individual capacities rather than as members of the council, nor to questions regarding conflict of interest or similar issues particular to a member of the council.
- II. City Attorney.** Council members may make requests to the city attorney for advice. The council shall be given notice if a council member is found to be overutilizing the city attorney services (more than two hours of attorney time each month). The council may limit or revoke a council member's ability to make requests of the city attorney for overutilization of attorney services by a majority vote.

## CHAPTER 10 – Censure

- I. The council may enforce these rules and ensure compliance with city ordinances, charter and state laws applicable to governing bodies. If a member of council violates these rules, city ordinances, the city charter or state laws applicable to governing bodies, the council may take action to protect the integrity of the council and discipline the member with a public reprimand.
- II. The council may investigate the actions of any member of council and meet in executive session under ORS 192.660(2)(b) to discuss any finding that reasonable grounds exist that a violation of these rules, local ordinance, the city charter or state laws applicable to governing bodies has occurred. Sufficient notice must be given to the affected member to afford them the opportunity to request an open hearing under ORS 192.660(2)(b).

## CHAPTER 11 – Amendment and Repeal

- I. Amendment.** These rules of procedure are subject to amendment by the council in accordance with the rules noted herein.
- A. Any proposed amendment to these rules shall be noted on an agenda for a regular meeting, wherein the same shall be discussed, and open for comment by the public.
  - B. All amendments to these rules shall be made by resolution which requires a majority vote.
  - C. Amended rules shall go into effect as set forth in the resolution adopting such amended rules.
  - D. Immediately after such amendment goes into effect, an updated copy of these rules shall be posted on the city website in a conspicuous, visible location within city hall.
- II. Repeal.** These rules of procedure are subject to repeal and replacement by the council in accordance with the rules noted herein.
- A. Any proposed repeal of these rules shall be accompanied by a proposed replacement.
  - B. Any proposed repeal and replacement of these rules shall be noted on an agenda for a regular meeting, wherein the same shall be discussed, and open for comment by the public.
  - C. Any repeal and replacement of these rules requires a majority vote.
  - D. Any repeal and replacement of these rules shall not go into effect until 30 days after the replacement rule was approved or as otherwise specified in the resolution adopting the amended rules.



Mayor Ila Skyberg

Council Members:  
Rita Baller, Council President  
Craig Johnson  
Barry Wilson  
Vickie Hernandez  
Karl Klym  
Jennifer Pederson

August 7, 2023

NAME  
ADDRESS  
CITY, STREET ZIP

Dear Current Resident/ Owner of: SERVICE ADDRESS

According to our records, it is time to schedule an annual operational test for the backflow prevention device(s) installed on your water service, as required by the Oregon State Health Division and Code of the City of Willamina, section 51.18(I). For your convenience, we have attached a list of State Certified Backflow Assembly testers in Yamhill and Polk counties and a Contractor Test Option Form (if you would prefer the City to complete this test for you and bill you on your next water bill).

Please have each device tested, or complete the attached Contractor Test Option Form, within the next 30 days (if any device fails the test, the device must be repaired and retested). Send a copy of the completed (passing) test report(s) to, Backflow Preventer Control, 411 "C" St, Willamina, OR 97396 within this 30 day period. Please note that if you do not provide the City with a copy of the completed test report(s) for the backflow prevention device(s) within the next 30 days, the City may terminate your water service to this property.

If your property does not have a backflow device please complete the attached form and return it to City Hall no later than September 15, 2023. If you are unsure if your property has a backflow device, please contact City Hall at (503) 876-2242 and we will have someone check for you. You may also call Brenden Ashworth at (503) 437-7007 if you have any questions. In the meantime, we will look forward to hearing from you within the next 30 days.

Thank you for our cooperation.

Sincerely,  
*Brenden Ashworth*

Brenden Ashworth  
Cross-Connection Backflow Prevention Specialist  
(503) 437-7007 (Mobile)

Enclosure: State Certified Backflow Assembly (note: see enclosure of this letter for list) and Contractor Test Option Form



Mayor Ila Skyberg

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Rita Baller, Council President  
Craig Johnson  
Barry Wilson  
Vickie Hernandez  
Karl Klym  
Jennifer Pederson

August 7, 2023

### Contractor Test Option Form

According to our records, it is time to schedule an annual operational test for the backflow prevention device(s) installed on your water service to [address], as required by the Oregon State Health Division and Code of the City of Willamina, section 51.18(I). If you wish to have the City complete this required test on your behalf, please sign this Form and return it to Backflow Preventer Control, 411 "C" St, Willamina, OR 97396 within 30 days of the date stated above.

By signing and returning this Form to the City, you agree to the following:

1. City and City's chosen certified inspector may enter onto the property indicated above in order to complete the required backflow prevention device(s) inspection and testing at any time during reasonable working hours. You may request a copy of the completed test(s) from the City following completion of such testing.
2. The City shall include all costs and expenses associated with this annual test in your next water bill for the property indicated above.
3. To the fullest extent permitted by law and the Code of the City of Willamine, Section 51.20, you agree to defend, indemnify, and hold the City harmless from and against any and all costs, repairs, and other expenses that result from the acts or omissions of the City's chosen certified inspector and this inspection and testing.

Please return this signed form within 30 days from the date on this Form. Please note that if you do not return this signed Form or complete this annual test yourself within 30 days, the City may terminate your water service to the property indicated above.

Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Resident/Owner: \_\_\_\_\_

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



Mayor Ila Skyberg

**Council Members:**

Rita Baller, Council President  
Craig Johnson  
Barry Wilson  
Vickie Hernandez  
Karl Klym  
Jennifer Pederson

August 7, 2023

## CITY OF WILLAMINA BACKFLOW RESPONSE FORM

NAME: \_\_\_\_\_

SERVICE ADDRESS (NOT PO BOX):

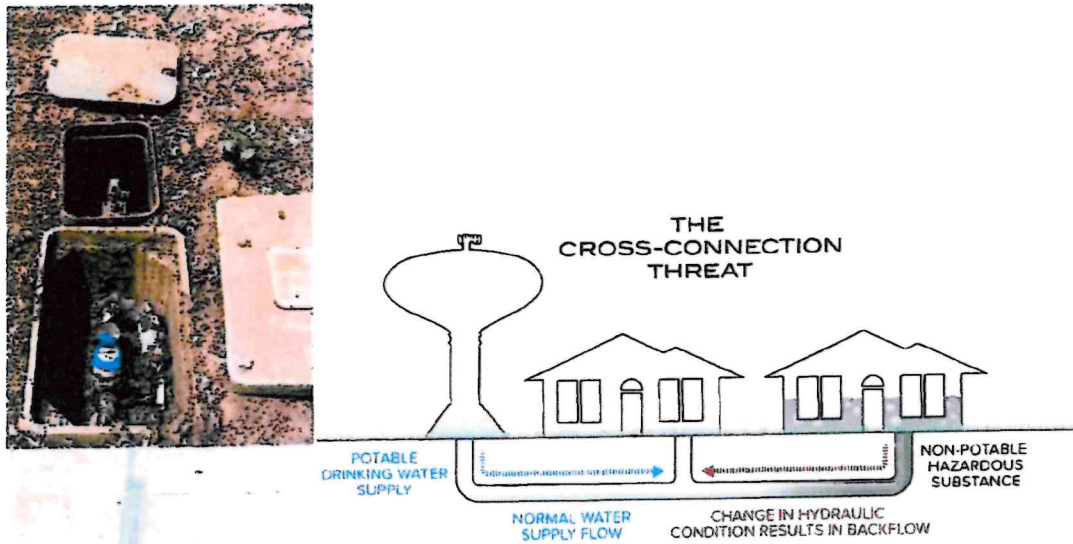
\_\_\_\_\_  
\_\_\_\_\_

To the best of my knowledge I certify that the above address does not have a backflow prevention assembly attached to the water service meter.

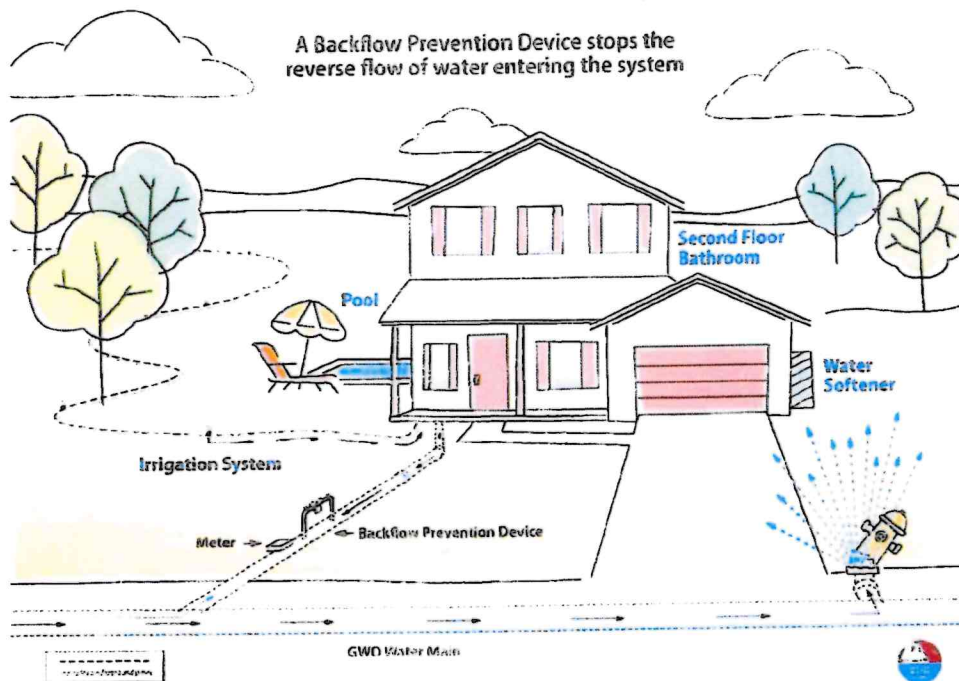
Signature: \_\_\_\_\_

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

## Cross connection/Backflow and Premises isolation



**Premises isolation:** a property that has a backflow device preventing the hydraulic condition in which water would flow in reverse direction.



"Once the water is out of our system, we don't want it back in our system"

## OHA Drinking Water Services

### Certified Backflow Assembly Testers

Oregon Drinking Water Services (DWS) provides a public list of OHA-certified Backflow Assembly Testers. The list is voluntary and not all certified testers choose to be on the list. Select the county you want, and then you can sort by certification #, name of tester, employer, city, and state. If you are a certified specialist trying to verify a test report but don't see the tester on the list, email the DWS Cross Connection Program at [cross.connection@odhsoha.oregon.gov](mailto:cross.connection@odhsoha.oregon.gov) (mailto:cross.connection@odhsoha.oregon.gov).

Only OHA-certified Testers are allowed to provide testing services in Oregon. Backflow Assembly Testers who provide their testing services for a fee are required to be licensed through the Construction Contractors Board (CCB) (<http://www.oregon.gov/ccb/pages/index.aspx>) or the Landscape Contractors Board (LCB) (<http://www.oregon.gov/lcb/pages/index.aspx>). Testers on the following list have provided information to DWS that they, or the company they work for, have either a CCB or LCB license; however, this information has not been verified. To verify licensing, you can look up CCB licenses (<http://search.ccb.state.or.us/search/>) or LCB licenses (<http://www.oregonlcb.com/contractorsearch.aspx>).

Select County: Polk County 

Show  records

Search:

Certification Number	Tester Name	Phone Number	Employer	Address	City	State	ZIP Code
952	Richard P. Evans Jr.	503-871-0389		333 Osprey Lane Unit 114	Independence	OR	97351
2926	Tom Davis	503-364-8778	Advance Backflow Testing LLC	3358 Watson Ave NE	Salem	OR	97301
4591	Andrew Joslin	503-580-2744	Andy's Backflow Testing, LLC	PO Box 13862	Salem	OR	97309
5765	Scott E. Ruyle	503-871-9450	West Coast Cross Connection	1980 Pioneer Rd	Dallas	OR	97338
5963	Donald W. Lovas	503-931-3039	LES Backflow	PO Box 68	Independence	OR	97351
6580	Tristen J. Barnes	503-362-0812	ABC Backflow NW	PO Box 4594	Salem	OR	97302
6679	Mark D. Barnhart	503-831-8313	PNW Backflow Testing	PO Box 563	Independence	OR	97351
119417	Brodie J. Anderson	503-990-0431	Oregon Cascade Plumbing and Heating	1728 22nd St SE	Salem	OR	97302
302087	Benjamin Lopez	503-362-7327	VYM, LLC dba GT Landscape Solutions	PO Box 5172	Salem	OR	97304
340248	Melissa S. Avila	503-371-6141	CHERRY CITY PLUMBING INC	PO Box 5788	Salem	OR	97304
696732	Ryan G. McDonald	503-798-7610	Richard P. Evans Jr, LLC	275 Grand St	Independence	OR	97351
770090	Jeff A. Deckard	503-871-9500	North Star General Contractor	9630 Rickreall Rd	Rickreall	OR	97371
996430	Brian M. Eames	503-867-2187	Western Waters Plumbing & Backflow	745 Shadowwood Loop NE	Keizer	OR	97303

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## OHA Drinking Water Services

### Certified Backflow Assembly Testers

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Only OHA-certified Testers are allowed to provide testing services in Oregon. Backflow Assembly Testers who provide their testing services for a fee are required to be licensed through the Construction Contractors Board (CCB) (<http://www.oregon.gov/ccb/pages/index.aspx>) or the Landscape Contractors Board (LCB) (<http://www.oregon.gov/lcb/pages/index.aspx>). Testers on the following list have provided information to DWS that they, or the company they work for, have either a CCB or LCB license; however, this information has not been verified. To verify licensing, you can look up CCB licenses (<http://search.ccb.state.or.us/search/>) or LCB licenses (<http://www.oregonlcb.com/contractorsearch.aspx>).

Select County: Yamhill County 

Show  records

Search:

Certification Number	Tester Name	Phone Number	Employer	Address	City	State	ZIP Code
1141	Wayne L. Johnson	503-434-9850	WL Johnson Irrigation & Landscaping	2473 SW Leo Street	Mcminville	OR	97128
2926	Tom Davis	503-364-8778	Advance Backflow Testing LLC	3358 Watson Ave NE	Salem	OR	97301
3249	Micah B. Olson	503-397-3993		PO Box 907	Newberg	OR	97132
3379	Roland Beebe	503-695-3286	NW Backflow Inspection & Testing	637 SW Keck Drive #106	McMinville	OR	97128
4406	Rachel Beebe	503-695-3286	NW Backflow Inspection & Testing	637 SW Keck Drive #106	McMinville	OR	97128
4713	Martin Gonzalez	503-550-2535	Green Point Landscaping Inc	2219 Thorne St	Newberg	OR	97132
5020	James L. Baranauskas	503-864-3551	C and D Landscape Services Co.	16800 NE Mcdougall Rd	Dayton	OR	97114
5215	Seth Olson	503-476-6857	Olson LLC	PO Box 907	Newberg	OR	97132
5475	Brian D. Wicks	503-472-5897	CASCADIA LANDSCAPING	PO Box 515	McMinville	OR	97128
5640	Jacob A. Sinsei	971-241-8067		PO Box 515	McMinville	OR	97218
5669	James M. Riedl	503-472-4101	GORMLEY PLUMBING	1715 NE Lafayette Ave	McMinville	OR	97128
5682	Jacob L. Warren	503-695-3286	NW Backflow Inspection & Testing	637 SW Keck Drive #106	McMinville	OR	97128
5963	Donald W. Lovas	503-931-3039	LES Backflow	PO Box 68	Independence	OR	97351
6059	Timothy E. Walker	503-868-7475	Solitude Landscaping LLC	PO Box 100	Dayton	OR	97114
6304	Aaron R. Akers	503-437-0278	Gormley Plumbing & Mechanical	1715 NE Lafayette Ave	McMinville	OR	97128
6629	Jeffrey J. Olson	541-279-3178		PO Box 699	Newberg	OR	97132

<b>Certification Number</b>	<b>Tester Name</b>	<b>Phone Number</b>	<b>Employer</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>ZIP Code</b>
6679	Mark D. Barnhart	503-831-8313	PNW Backflow Testing	PO Box 563	Independence	OR	97351
9149	Robert P. Trotter	503-554-8333	Hiland Water Corp.	PO Box 699	Newberg	OR	97132
67711	Matthew A. Jackson	503-554-8333	Hiland Water Corp.	PO Box 699	Newberg	OR	97132
185544	Jack A. Toohey	971-563-3128	Olson, LLC	PO Box 907	Newberg	OR	97132
216644	Curtis P. Olson	503-554-8333	Hiland Water Corp	PO Box 699	Newberg	OR	97132
229743	Joseph A. Loiselte	503-857-3626	Willamette Backflow Testing	14920 SE Burns Rd	McMinnville	OR	97128
304847	Eric Von	503-313-5434	Von Landscaping LLC	PO Box 1216	McMinnville	OR	97128
340248	Melissa S. Avila	503-371-6141	CHERRY CITY PLUMBING INC	PO Box 5788	Salem	OR	97304
392818	Jai E. Lauber	503-472-4101	Gormley Plumbing & Mechanical	1715 NE Lafayette Ave	McMinnville	OR	97128
403645	Melissa J. Schmeer	971-666-0985	Flow Forward	31300 Peach Cove Rd	West Linn	OR	97068
456013	Ethan C. Olson	541-948-2888	Olson, LLC	PO Box 907	Newberg	OR	97132
470848	Samuel J. Toohey	503-840-5846	Olson, LLC	PO Box 907	Newberg	OR	97132
520455	Julian A. Urena	503-864-3551	C & D Landscape Services Co.	16800 NE McDougall Rd	Dayton	OR	97114
687957	Kylah A. Cook	503-554-8333	Hiland Water Corp.	PO Box 699	Newberg	OR	97132
992408	Eric F. Bland	971-338-0424	Tetra Fire Protection, LLC	2235 A St	Hubbard	OR	97032
996430	Brian M. Eames	503-867-2187	Western Waters Plumbing & Backflow	745 Shadowwood Loop NE	Keizer	OR	97303

Showing 1 to 32 of 32 records

City Of Willamina  
Staff Report  
FOR THE CITY COUNCIL MEETING OF SEPTEMBER 12, 2023

**TO: MAYOR AND CITY COUNCIL**  
**FROM: BRIDGET MENELEY, CITY MANAGER**  
**SUBJECT: ADOPT AND ENACT ORDINANCE 23-693 AUTHORIZING AN ADDITIONAL EXTENSION FOR THE PORTLAND GENERAL ELECTRIC FRANCHISE AGREEMENT ALLOWING THE CITY AND PGE TO CONTINUE NEGOTIATIONS**

**ISSUE**

Shall City Council adopt and enact ordinance 23-693 authorizing the extension and work toward of the updated Portland General Electric Franchise Agreement allowing the City and PGE to continue negotiating towards a final agreement to present to council?

**SUMMARY AND BACKGROUND**

1. The City's franchise with Portland General Electric (PGE) expired on August 11, 2023.
2. The original draft was provided in May 2023, amendments were made and provided to City Staff on August 8, 2023.
3. On September 5, 2023 PGE Representative, Wendy Veliz, confirmed via email that PGE Executives and their legal team has approved the franchise agreement as presented to Council on August 8, 2023.
4. The City Attorneys of Beery, Elsner & Hammond, specifically Ashleigh K. Dougill and Ashley O. Driscall, have reviewed the proposed franchise agreement and will continue to work with City Staff to negotiate the terms of the document upon approval and enactment of Ordinance 23-693.
5. The proposed ordinance is included in the delivered City Council packet, posted in both Kiosks, City Hall Bulletin Board, and the Post Office.
6. Upon approval, the ordinance is necessary to meet the immediate needs of the City, an emergency will be declared allowing the ordinance to take effect upon its passage.

**FACTS AND FINDINGS**

7. Pursuant to Chapter VIII, Sections 30.2 and 30.3, of the City Charter provides two options:
  - a. **Option 1:** The Council may adopt an ordinance at a single meeting by the express unanimous vote of all Council members present, provided the ordinance is read first in full and then by title only.
  - b. **Option 2:** *(Sufficient advance notice is not available for option 2)*  
An ordinance may be read by title only if:

- 1) No Council member present at the meeting requests that the ordinance be read in full, or
- 2) At least one (1) week before the meeting:
  - a. A copy of the ordinance is provided for each Council member;
  - b. Three copies of the ordinance are available for inspection at the office of the custodian of city records; and
  - c. Notice of their availability is given by written notice posted at the City Hall and two other public places in the City.

**ACTION REQUESTED/PROPOSED MOTION**

City Staff recommends that the City Council move to adopt the ordinance in a single meeting by the express unanimous vote of all Council members present, provided the ordinance is read first in full and then by title only allowing the City and PGE to continue negotiating towards a final agreement to present to council?

Attachments – Exhibit A

Ordinance number 23-693

Bridget Meneley

Bridget Meneley, City Manager

## **ORDINANCE NO. 23-693**

### **AN ORDINANCE OF THE CITY COUNCIL OF WILLAMINA EXTENDING THE FRANCHISE GRANTED TO PORTLAND GENERAL ELECTRIC COMPANY.**

**WHEREAS**, the City Council approved Ordinance No. 653 on July 11, 2023, granting an extension non-exclusive electric franchise to Portland General Electric Company (“PGE”), effective July 11, 2013; and

**WHEREAS**, the franchise was granted for a period of ten (10) years from and after the effective date; and

**WHEREAS**, the City and PGE have been negotiating a new franchise agreement but have not yet reached agreement on its terms; and

**WHEREAS**, the City and PGE mutually agreed to extend the Franchise term for an additional period of time until the following City Council meeting on September 8, 2023; and

**WHEREAS**, despite never executing an ordinance to approve such Franchise extension, both City and PGE continued to operate pursuant to the terms and conditions of the Franchise as if it was in full force and effect, under the full impression that such Franchise was in full force and effect; and

**WHEREAS**, the City and PGE now desire to memorialize this extension, and further extend the current Franchise to provide additional time to finalize a new franchise; and

**WHEREAS**, the City Council finds it in the public interest to extend the term of the PGE Franchise; and

**WHEREAS**, this Ordinance is necessary to meet the immediate needs of the City, an emergency is declared to exist, and this Ordinance takes effect on its passage (subject to Section 3 below).

### **NOW THEREFORE, THE CITY OF WILLAMINA ORDAINS AS FOLLOWS:**

Section 1. This Ordinance recognizes the expiration of the Franchise on August 10, 2023. Notwithstanding the foregoing, both City and PGE recognize and agree that they each intended, and continue to intend, to operate under the terms and conditions of the Franchise as if no interruption in their validity and effectiveness occurred. Each of City and PGE expressly ratify and reinstate all other terms of the Franchise.

Section 2. The expiration date of the franchise granted by Ordinance No. 653 is extended to March 10, 2024, unless earlier terminated pursuant to its terms or a new franchise agreement takes effect.

Section 3. This Ordinance is necessary to meet the immediate needs of the City, an emergency is declared to exist, and this Ordinance takes effect on its passage, provided that PGE provides the City written acceptance of this Ordinance upon the effective date.

If PGE fails to provide timely written acceptance, this resolution shall be null and void.

Passed and adopted by the City Council of the City of Willamina this \_\_\_\_ day of \_\_\_\_\_, 2023, by the following votes.

Ila Skyberg \_\_\_\_\_  
Rita Baller \_\_\_\_\_  
Barry Wilson \_\_\_\_\_  
Craig Johnson \_\_\_\_\_  
Vickie Hernandez \_\_\_\_\_  
Jennifer Pederson \_\_\_\_\_  
Karl Klym \_\_\_\_\_

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_

Approved by the City Council of the City of Willamina on this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Ila Skyberg, Mayor

ATTEST

\_\_\_\_\_  
Krystal Stevens, Deputy City Recorder

Attachment – Exhibit A

1. Proposed PGE Franchise Agreement

1 **FRANCHISE AGREEMENT**

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

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

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

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

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

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

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

18 (A) The City hereby grants to Grantee and its successors and assigns, subject to the terms  
19 and conditions in this Franchise, a nonexclusive franchise to erect, construct, repair,  
20 maintain, upgrade and operate an electric light and power system within the City as it  
21 now exists or may be extended in the future, including related **Communication**  
22 **Equipment** and Grantee Facilities (as defined below). This Franchise includes the  
23 privilege to install, repair, maintain, upgrade and operate Facilities necessary for the  
24 operation of Grantee’s Electric Light and Power System (as defined below) upon, over,  
25 along, and across the surface of and the space above and below the streets, alleys, roads,  
26 highways, sidewalks, bridges and other public ways over which the City has jurisdiction  
27 (collectively, “Public ROW”), as well as Public Utility Easements (“PUEs”) on third  
28 party property on which a preliminary subdivision plat has been approved by the City,

1 and which will be managed by the City thereafter, for the provision of public utility  
2 services within the City as Grantee's Electric Light and Power System now exists or is  
3 extended or upgraded in the future. Nothing in this Franchise limits the City from  
4 granting others the right to carry on activities similar to, or different from the ones  
5 described in this Franchise. The rights granted herein do not include the right to build or  
6 site electric generating facilities in the Public ROW.

7 **(B)** All Grantee Facilities in possession of Grantee currently or during the Term (as  
8 defined in Section 2(A)) that are located within the Public ROW are covered by this  
9 Franchise and the location and placement thereof are hereby approved for the purposes of  
10 this Franchise, subject to Grantee's acknowledgement that the City has not inventoried or  
11 evaluated Grantee Facilities to ensure their compliance with applicable local, state and  
12 federal laws, regulations and orders and Grantee's Franchise. The City may require  
13 relocation of Grantee Facilities as further specified in Section 8.

14 **(C)** This Franchise also includes the privilege to repair, maintain, upgrade and operate  
15 Grantee Facilities located in City park property that are existing as of the effective date of  
16 this Franchise. This Franchise does not grant Grantee any right to install Grantee  
17 Facilities in City park property on or after the effective date of this Franchise, which shall  
18 be subject to separate written approval from the City. With respect to Grantee Facilities  
19 located in City park property existing as of the effective date of this Franchise and such  
20 after-installed Grantee Facilities installed pursuant to the City's approval unless  
21 otherwise set forth in the City's approval, City park property shall be treated the same as  
22 the Public ROW for purposes of Sections 4, 6, 7, 8, 10, 12, 14, 16, 18, 19 and 21.

23 **(D)** This Franchise does not authorize Grantee to provide telecommunications  
24 services via Grantee's Electric Light and Power System. Grantee agrees that prior to  
25 providing telecommunications services in the City, it must obtain all necessary and  
26 applicable authorizations from the OPUC regarding the provision of  
27 telecommunications service to the public and obtain any necessary, lawful and  
28 applicable authorization from the City for use of the Public ROW for such provision,



1 including entering into a separate franchise with the City and paying a separate  
2 franchise fee to the City.

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

4 **(A) Effective Date.** The effective date of this Franchise shall be August 10, 2023  
5 (“Effective Date”).

6 **(B) Duration of Franchise.** The term of this Franchise (“Term”) shall commence on  
7 the Effective Date and all rights and obligations pertaining thereto shall expire 10  
8 years after the Effective Date, unless renegotiated or terminated as provided herein.

9 **(C) Charter and General Ordinances to Apply.** To the extent authorized by law, this  
10 Franchise is subject to the Charter of the City of Willamina and general City ordinance  
11 provisions, and state statutes and regulations existing during the Term. Nothing in this  
12 Franchise shall be deemed to waive the requirements of the various codes and ordinances  
13 of the City regarding permits, fees to be paid that are generally applicable to other similar  
14 businesses operating within the City, or the manner of construction.

15 **SECTION 3. DEFINITIONS.**

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

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

25 **(1) "City"** means the City of Willamina, Oregon, a municipal corporation, and all of the  
26 territory within its corporate boundaries, as such may change from time to time.

27 **(2) "City Council"** means the Council of the City.

28 **(3) "City Engineer"** means the City Engineer of the City.

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

1 right to attach wires, cable or other facilities or equipment to Grantee's poles or place  
2 them in Grantee's conduits.

3 (12) "NESC" means the National Electrical Safety Code.

4 (13) "OPUC" means the Oregon Public Utility Commission.

5 (14) "Term" shall have the meaning described in Section 2(B).

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

9 (16) "Public ROW" shall have the meaning described in Section 1(A).

10 (17) "PUE" shall have the meaning described in Section 1(A).

11 (18) "year," "annual," or "annually" means the period consisting of a full calendar year,  
12 beginning January 1 and ending December 31, unless otherwise provided in this  
13 Franchise.

14 (19) "Communication Equipment" means wires, fiber, antennas, and related equipment to  
15 deliver business and energy information within Grantee's information network, and to  
16 monitor and control facilities and equipment, in order to ensure operational performance,  
17 including but not limited to the receipt and delivery of data from and to Automated Meter  
18 Infrastructure (AMI) meters.

19 **SECTION 4. CONSTRUCTION**

20 (A) **Construction.** Grantee's Electric Light and Power System shall be constructed and  
21 maintained in accordance with the NESC and in such manner as not to interfere with  
22 sewers, water pipes, or any other property of the City, or with any other pipes, wires,  
23 conduits or other facilities that may have been laid in the Public ROW by or under the  
24 City's authority. Grantee shall comply with all applicable City requirements prior to  
25 commencing any construction in the Public ROW; provided that in the event there be a  
26 conflict between the City's policies, standards and specifications, and either PGE's  
27 construction standards as provided to the OPUC or NESC, or both, it shall not be a  
28 violation of this franchise for PGE to follow such PGE construction standards and the

1 **NESC.** Subject to any constitutional limitations on the City's authority, the City shall  
2 impose a condition on its land use development approval that the developer either (i)  
3 provide a sufficient location in the Public ROW located in the land use development for  
4 Grantee Facilities that meet Grantee's applicable construction standards and NESC  
5 requirements, or (ii) obtain an easement for Grantee Facilities that meet Grantee's  
6 applicable construction standards and NESC requirements. Assuming there is sufficient  
7 space in the Public ROW that meets the Grantee's construction standards as provided to  
8 the OPUC, NESC requirements, and generally applicable written and accessible City  
9 requirements, all poles shall be placed between the sidewalk and the edge of the Public  
10 ROW unless another location is approved by the City Engineer.

11 **(B) Acquisition.** Subsequent to the Effective Date, upon Grantee's acquisition of  
12 additional Grantee Facilities in the Public ROW, or upon any addition or annexation to  
13 the City of any area in which Grantee retains Grantee Facilities in the Public ROW of  
14 such addition or annexation, Grantee shall submit to the City a statement describing all  
15 Grantee Facilities involved, whether authorized by a franchise agreement or upon any  
16 other form of prior right, together with a map, as described in Section 5, specifying the  
17 location of all such Grantee Facilities. Such Grantee Facilities shall immediately be  
18 subject to the terms of this Franchise.

19 **(C) Emergency Repairs.** In the event Emergency repairs to Grantee Facilities are  
20 necessary, Grantee shall as soon as reasonably possible, notify the City of the need for  
21 such repairs. Grantee may immediately initiate such Emergency repairs and, if permits  
22 are required by City, apply for appropriate permits the next business day or as soon as  
23 reasonably possible following discovery of the Emergency. In the event excavation is  
24 necessary in conjunction with the repairs, Section 6 shall also apply. If work has been  
25 completed by Grantee in the Public ROW and the City determines such work was not  
26 completed in a City approved location or as required by the City, the City shall notify  
27 Grantee and provide Grantee with sixty (60) days after the Emergency has passed to  
28 reperform the work in a City approved location or as otherwise required by the City.

1 **(D) Reasonable Care.** All work completed by Grantee within the Public ROW shall  
2 be conducted with reasonable care and with the goal of minimizing the risk to those using  
3 the Public ROW and to minimize the risk of damage to public and third party property.  
4 All work shall be performed in accordance with all applicable laws and regulations,  
5 including but not limited to the NESC, Grantee's construction standards as provided to  
6 the OPUC, any written conditions required by the City that are not inconsistent with the  
7 terms of this Franchise, and generally applicable written and accessible City standards.  
8 Any work completed by Grantee within the Public ROW may be inspected by the City to  
9 determine whether it complies with City regulations and requirements. If work has been  
10 completed by Grantee in the Public ROW and the City determines such work was not  
11 completed in a City approved location or as required by the City, the City shall notify  
12 Grantee and provide Grantee with sixty (60) days to reperform the work in a City  
13 approved location or as otherwise required by the City.

14 **(E) Cooperation between Grantee and City.** In accordance with ORS 758.025,  
15 Grantee and City shall work together during any design process affecting the Public  
16 ROW to establish suitable locations for Grantee's Facilities and cooperate to minimize  
17 the economic impact associated with any relocation of Grantee Facilities. The Grantee  
18 and City shall meet at least annually to forecast potential construction, relocation and  
19 other activities which may be subject to this franchise.

20 **SECTION 5. SUPPLYING MAPS.** Grantee shall maintain maps and data pertaining to  
21 the location of Grantee Facilities on file at its corporate offices or at an office in Oregon.  
22 After providing Grantee with twenty-four (24) hours prior notice, the City may inspect  
23 the maps and Grantee Facility data (excluding Grantee proprietary information) at any  
24 time during Grantee's business hours. Upon request of the City and without charge,  
25 Grantee shall furnish current maps and Grantee Facility data to the City by electronic data  
26 in read-only format showing the general location of Grantee Facilities, excluding  
27 Grantee's confidential or proprietary information. Unless required by law, the City will  
28 not sell or provide Grantee prepared maps or data to third parties without written

1 permission from Grantee. Upon request of Grantee, the City will make available to  
2 Grantee any relevant and current City prepared maps or City facility data at no charge to  
3 Grantee. City may furnish current maps and City facility data to the Grantee by  
4 electronic data in read-only format showing the general location of City facilities,  
5 excluding City confidential or proprietary information. Unless required by law, the  
6 Grantee will not sell or provide City prepared maps or data to third parties without  
7 written permission from the City.

8 **SECTION 6. EXCAVATION.** Subject to Sections 4 and 7, and after obtaining any  
9 permits required by the City, as well as complying with ORS 757.542 et seq. (Oregon  
10 Utility Notification Center) as they may be amended from time to time, Grantee may  
11 make all necessary excavations within the Public ROW for the purpose of installing,  
12 repairing, upgrading or maintaining Grantee Facilities, except that in the case of an  
13 emergency, no permit shall be required prior to excavation. Should there be a direct  
14 conflict between any terms or conditions stated in any approval or permit granted by the  
15 City and the terms of this Franchise, the terms of this Franchise shall control. All  
16 excavations made by Grantee in the Public ROW shall be properly safeguarded for the  
17 prevention of accidents. All of Grantee's work under this Section shall be completed in  
18 strict compliance with all applicable rules, regulations and ordinances of the City.  
19 Should a customer of Grantee be required, pursuant to Grantee's tariff on file with the  
20 OPUC, to make excavations that are located in the Public ROW, the City agrees that  
21 Grantee shall not be responsible or liable for any failure by such customer to comply with  
22 any applicable rules, regulations, ordinances of the City or with City standards.

23 **SECTION 7. RESTORATION AFTER EXCAVATION.** Except as otherwise  
24 provided for in this Section, Grantee shall restore the surface of the Public ROW in the  
25 area disturbed by any excavation performed by Grantee to at least the same condition that  
26 it was in prior to excavation, in accordance with generally applicable written and  
27 accessible City standards and any permit issued by the City; provided, however, Grantee  
28 shall not be required, at Grantee's expense, to pave a gravel street that was gravel prior to

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

24 **SECTION 8. RELOCATION.**

25 **(A) Permanent Relocation Required by City** – This subsection (A) covers permanent  
26 relocation of overhead Grantee Facilities that will remain overhead, and underground  
27 Grantee Facilities that will remain underground. The City shall have the right to require  
28 Grantee to change the location of Grantee's Electric Light and Power System located in

1 the Public ROW whenever the relocation is for a public necessity and, unless otherwise  
2 agreed, the expenses thereof shall be paid by Grantee. The City agrees to assist Grantee  
3 to find a suitable location in the Public ROW, as mutually agreed, that meets the  
4 Grantee's construction standards as provided to the OPUC, NESC requirements, and  
5 generally applicable written and accessible City standards. Should Grantee fail to remove  
6 or relocate any such Grantee Facilities within ninety (90) days after the date established  
7 by the City, which, except in the event of a public emergency, shall not occur sooner than  
8 ninety (90) days after the City provides written notice to remove/relocate to Grantee, the  
9 City may cause or effect such removal or relocation, performed by a qualified contractor  
10 in accordance with applicable state and federal safety laws and regulations, and the  
11 Grantee's construction standards as provided to the OPUC, and the expense thereof shall  
12 be paid by Grantee. However, when the City requests a subsequent relocation of all or  
13 part of the same Grantee Facilities less than two years after the initial relocation that is  
14 necessary or convenient for a public project, and not at the request of or to accommodate  
15 a third party, the subsequent relocation shall be at the expense of the City unless such  
16 relocation is necessitated by a natural disaster, in which case such relocation shall be at  
17 the expense of the Grantee.

18 **(B) Notice.** The City will endeavor to provide as much notice prior to requiring Grantee  
19 to relocate Grantee Facilities as possible. The notice shall specify the date by which the  
20 existing Grantee Facilities must be removed or relocated. Nothing in this Section 8 shall  
21 prevent the City and Grantee from agreeing, either before or after notice is provided, to a  
22 mutually acceptable schedule for relocation. Grantee and City shall diligently work  
23 together in good faith during the design process for any project necessitating the  
24 relocation of Grantee's Facilities to establish a suitable location for Grantee's Facilities in  
25 the Public ROW, or PUE, that meet Grantee's construction standards as provided to the  
26 OPUC, the NESC and generally applicable published City standards in order for Grantee  
27 to maintain sufficient service.



1 **(C) Permanent Relocation - Undergrounding.** This subsection (C) applies to  
2 conversions of Grantee Facilities from overhead to underground pursuant to OAR 860-  
3 022-0046. In accordance with any applicable law or administrative rule, the City may  
4 require Grantee to convert any overhead Grantee Facilities to underground Grantee  
5 Facilities at the same or different locations, subject to the NESC and Grantee's  
6 engineering and safety standards. This subsection shall not apply to Grantee Facilities  
7 used for or in connection with the transmission of electric energy at nominal voltages in  
8 excess of 35,000 volts or to pedestals, cabinets or other above-ground equipment. Any  
9 such underground relocation shall be consistent with applicable development plans or  
10 projects of the City, or as approved by the City. The expense of such a conversion shall  
11 be paid by Grantee, and Grantee may recover its costs from its customers in accordance  
12 with state law, administrative rule, or regulation. The City agrees to assist the Grantee to  
13 find a suitable location in the Public ROW, as mutually agreed, that meets the Grantee's  
14 construction standards as provided to the OPUC, NESC requirements and generally  
15 applicable written and accessible City standards. Nothing in this subsection prevents the  
16 City and Grantee from agreeing to a different form of cost recovery on a case-by-case  
17 basis consistent with applicable statutes, administrative rules, or regulations.

18 **(D) Temporary Relocation at Request of City.** This subsection (D) covers temporary  
19 relocation of overhead Grantee Facilities that will remain overhead, as well as  
20 underground Grantee Facilities that will remain underground. The City may require  
21 Grantee to temporarily remove and relocate Grantee Facilities by giving sixty (60) days  
22 notice to Grantee. Prior to such relocation, the City agrees to provide a suitable location  
23 in the Public ROW, as mutually agreed, or a temporary construction easement that meets  
24 the Grantee's construction standards as provided to the OPUC, NESC requirements, and  
25 generally applicable City standards that allows the Grantee to place its Facilities on the  
26 easement in order to maintain sufficient service until such time as the Grantee moves its  
27 Facilities to their permanent location. The cost of temporary removal or relocation of  
28 Grantee Facilities that is necessary or convenient for public projects and public

1 improvements, as well as cost of replacing Grantee Facilities in their permanent location,  
2 shall be paid in accordance with Grantee's tariff on file with the OPUC. However, when  
3 the City requests a subsequent relocation of all or part of the same Grantee Facilities less  
4 than two years after the initial relocation, that is necessary or convenient for a public  
5 project and not at the request of or to accommodate a third party, the subsequent  
6 relocation shall be at the expense of the City unless such relocation is necessitated by a  
7 natural disaster, in which case such relocation shall be at the expense of the Grantee..

8 **(E) Relocation at Request of or to Accommodate Third Party.** In the event that any  
9 relocation of Grantee Facilities is requested by or is to accommodate a third party,  
10 Grantee may seek reimbursement from the third party consistent with the Grantee's tariff  
11 on file with the OPUC and shall not seek reimbursement from the City. Such relocation  
12 shall be consistent with any applicable development plan or projection of the City or  
13 approved by the City. If the relocation of Grantee Facilities is caused or required by the  
14 conditions placed by the City on approval for projects of third parties, such relocation  
15 shall in no event fall under the provisions of subsections (A), (C) or (D) of this Section 8.  
16 Additionally, in the event a project requiring relocation of Grantee's Facilities subject to  
17 this Section 8 is jointly owned by the City and a third party, Grantee may seek  
18 reimbursement consistent with Grantee's tariff on file with the OPUC.

19 **(F) Temporary Relocation at Request of Third Parties.** Whenever it is necessary to  
20 temporarily relocate or rearrange any Grantee Facility in order to permit the passage of  
21 any building, machinery or other object, Grantee shall perform the work after receiving  
22 sixty (60) business days written notice from the persons desiring to move the building,  
23 machinery or other object. The notice shall: (1) demonstrate that the third party has  
24 acquired at its expense all necessary permits and approvals from the City; (2) detail the  
25 route of movement of the building, machinery, or other object; (3) provide that the person  
26 requesting the temporary relocation shall be responsible for Grantee's costs; (4) provide  
27 that the requestor shall indemnify and hold harmless the City and Grantee from any and  
28 all damages or claims resulting either from the moving of the building, machinery or

1 other object or from the temporary relocation of Grantee Facilities; and (5) be  
2 accompanied by a cash deposit or other security acceptable to Grantee for the costs of  
3 relocation. Grantee in its sole discretion may waive the security obligation. The cash  
4 deposit or other security shall be in an amount reasonably calculated by Grantee to cover  
5 Grantee's costs of temporary relocation and restoration. All temporary relocations under  
6 this subsection shall comply with ORS 757.805.

7 **SECTION 9. PUBLIC ROW VACATION.** If all or a portion of the Public ROW  
8 used by Grantee is vacated by the City during the Term, and if reasonably possible, the  
9 City shall either condition the approval of the vacation on the reservation of an easement  
10 for Grantee Facilities in their then-current location that prohibits any use of the vacated  
11 property that interferes with Grantee's full enjoyment and use of its easement, or permit  
12 Grantee Facilities to remain in a PUE. If neither of these options is reasonably possible,  
13 Grantee shall, after notice from the City and without expense to the City, remove Grantee  
14 Facilities from such vacated Public ROW, restore, repair or reconstruct the Public ROW  
15 where such removal has occurred in accordance with Section 7. In the event of failure,  
16 neglect or refusal of Grantee, after providing Grantee with sixty (60) days prior written  
17 notice, to repair, restore, or reconstruct such Public ROW, the City may complete such  
18 work or cause it to be completed by a qualified contractor in accordance with applicable  
19 state and federal safety laws and regulations, and the cost thereof shall be borne by the  
20 Grantee. Upon request, the City will cooperate with Grantee to identify alternative  
21 locations within the Public ROW for Grantee Facilities if they are not permitted to remain  
22 in the vacated area.

23 **SECTION 10. CITY PUBLIC WORKS AND IMPROVEMENTS.** Nothing in this  
24 Franchise shall be construed in any way to prevent the City from excavating, grading,  
25 paving, planking, repairing, widening, altering, constructing, maintaining or completing  
26 any work that may be needed or convenient in the Public ROW.

27 **SECTION 11. USE OF GRANTEE FACILITIES.** Prior to the City stringing wires on  
28 Grantee's poles or running wires in Grantee's trenches or conduits or attaching any

1 facilities on Grantee's poles, the City shall maintain attachment agreements and permits  
2 with Grantee to string wires on Grantee's poles or run wires in Grantee's trenches and/or  
3 available conduit for municipal purposes and to attach fire and police alarm and City  
4 communication equipment to Grantee's poles, provided that such wires and equipment: a)  
5 do not unreasonably interfere with Grantee operations; b) conform to the NESC; and c)  
6 the City's excess capacity on such wires and equipment is not leased to, sold to or  
7 otherwise used by non-governmental third parties. Grantee shall not charge the City for  
8 such attachments to its poles or in its conduits; however, the City shall be responsible to  
9 pay for any make-ready and inspections Grantee must perform in order to provide access  
10 to Grantee Facilities for City wires and equipment in accordance with the NESC. Should  
11 any of the City's attachments to Grantee Facilities violate the NESC, the City shall work  
12 with Grantee to address and correct such violations in an agreed-upon period of time. For  
13 purposes of this Franchise, "make-ready" shall mean engineering or construction  
14 activities necessary to make a pole, conduit, or other support equipment available for a  
15 new attachment, attachment modifications, or additional facilities.

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

17 **(A) Use of Public ROW.** In consideration for its use of the Public ROW in accordance  
18 with the terms of this Franchise, Grantee agrees to pay the City an amount equal to 3 1/2  
19 percent of the Gross Revenue. The current year's franchise fee shall be based on the  
20 Gross Revenue collected by Grantee during the previous calendar year , and shall be paid  
21 on an annual basis. To the extent permissible under state law and regulation, the payment  
22 imposed by this subsection shall be considered an operating expense of Grantee and shall  
23 not be itemized or billed separately to consumers within the City.

24 **(B) Property Tax Limitations Do Not Apply.** The payment described in this Section  
25 12 is not subject to the property tax limitations of Article XI, Sections 11(b) and 11(19)  
26 of the Oregon Constitution and is not a fee imposed on property or property owners by  
27 fact of ownership.

1 (C) **Privilege Tax.** The City shall retain the right, as permitted by Oregon law, to charge  
2 a privilege tax based on a percentage of the Gross Revenue in addition to the payment  
3 amounts set forth in subsection (A). The City shall provide Grantee at least ninety (90)  
4 days notice prior to any privilege tax or increase in privilege tax becoming effective.  
5 Grantee shall follow state regulations regarding the inclusion of such privilege tax as an  
6 itemized charge on the electricity bills of its customers within the City.

7 (D) **Remittance of Payment.** Grantee shall remit-to the City on or before the first (1st)  
8 day of April of each year, the annual 3 ½% franchise fee payment, as well as payment of  
9 any additional privilege tax, to be made in such year. Payment must be made in  
10 immediately available federal funds. No later than the date of the annual payment,  
11 Grantee shall provide the City a statement, under oath, showing the Gross Revenue for  
12 the preceding year.

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

18 (F) **Late Payments.** Interest on late payments shall accrue from the due date based on  
19 Grantee's cost of debt as approved by the OPUC as of the due date, and shall be  
20 computed based on the actual number of days elapsed from the due date until payment.  
21 Interest shall accrue without regard to whether the City has provided notice of  
22 delinquency.

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

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

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

16 **SECTION 13. AUDIT.**

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

26 **(B) Audit Payment.** If the City's audit shows that the amounts due to the City are  
27 higher than those based on the Grantee's calculation of Gross Revenue, then Grantee  
28 shall make a payment for the difference within sixty (60) days after the delivery to

1 Grantee of the audit results. In addition to paying any underpayment, Grantee shall pay  
2 interest based on Grantee's cost of debt as approved by the OPUC plus 100 basis points  
3 (1.0%), but not penalties, as specified in this Franchise, from the original due date. In the  
4 event the City's audit shows that Grantee's calculation of Gross Revenue resulted in an  
5 overpayment to the City by five percent (5%) or more in any one year, the Grantee may  
6 deduct such overpayment from the next annual franchise fee payment. If the City's audit  
7 shows that the amounts due to the City based on the Grantee's calculation of Gross  
8 Revenue deviated by five percent (5%) or more in any one year from the City's  
9 calculation during the audit, Grantee shall reimburse the City for the incremental cost  
10 associated with the audit, not to exceed one percent (1%) of the total annual franchise fee  
11 payment for the applicable audit period.

12 **SECTION 14. TERMINATION AND REMEDIES.**

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

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

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

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

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

- 12 (1) The invalidation, failure to pay or any suspension of Grantee's payments of franchise  
13 fees or privilege taxes to the City for use of the Public ROW under this Franchise;
- 14 (2) Any failure by Grantee to submit timely reports as may be requested by the City,  
15 regarding the calculation of its franchise fees or privilege taxes paid or to be paid to the  
16 City;
- 17 (3) Any failure by Grantee to maintain the liability insurance or self insurance required  
18 under this Franchise;
- 19 (4) Any failure by Grantee to provide copies of requested information as provided under  
20 Sections 4, 5, and 13 above; and
- 21 (5) Any failure by Grantee to otherwise substantially comply with the requirements of  
22 Section 4 through Section 20 of this Franchise, unless otherwise agreed.

23 **(E) Notice and Opportunity to Cure.** The City shall provide Grantee thirty (30) days  
24 prior written notice of its intent to exercise its rights under this Section 14, stating the  
25 reasons for such action. If Grantee cures the basis for termination or if Grantee initiates  
26 efforts satisfactory to the City to remedy the basis for termination and the efforts continue  
27 in good faith within the thirty (30) day notice period, the City shall not exercise its  
28 remedy rights. If Grantee fails to cure the basis for termination or if Grantee does not



1 undertake and/or maintain efforts satisfactory to the City to remedy the basis for  
2 termination within the thirty (30) day notice period, then the City Council may impose  
3 any or all of the remedies available under this Section 14.

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

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

12 **SECTION 15. ASSIGNMENT OF FRANCHISE.** Grantee may not sell, assign,  
13 transfer, or convey this Franchise to a third party without the City Council giving its  
14 consent by resolution. Upon obtaining such consent, this Franchise shall inure to and  
15 bind such third party. Grantee shall not sell or assign this Franchise to an entity that is  
16 not authorized by the OPUC to provide electric service to retail consumers in the City or  
17 is not otherwise authorized to provide electric service to retail consumers under Oregon  
18 law. Prior to any proposed transfer, Grantee shall be in full compliance with this  
19 Franchise and the proposed transferee shall agree in writing to be bound by this  
20 Franchise. In the event Grantee is purchased by or merged into another entity and  
21 Grantee survives such purchase or merger as a public utility, Grantee shall provide notice  
22 to the City of such purchase or merger, but shall have no obligation under this Franchise  
23 to obtain the consent of the City Council for such purchase or merger.

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

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

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

7 **SECTION 18. INDEMNIFICATION AND DISCLAIMER OF CONSEQUENTIAL**  
8 **DAMAGES.**

9 (A) To the fullest extent permitted by law, Grantee shall indemnify, defend and hold  
10 harmless the City, its elected and appointed officials, officers, agents, and employees  
11 against any and all claims, damages, costs and expenses, including attorney's fees and  
12 costs, to which the City may be subjected as a result of any negligent or willful  
13 misconduct of Grantee, or its affiliates, officers, employees, agents, contractors or  
14 subcontractors. The obligations imposed by this Section shall survive termination of this  
15 Franchise.

16 (B) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY  
17 HERETO FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER  
18 SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR  
19 INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE)  
20 UNDER OR IN RESPECT OF THIS AGREEMENT OR FOR ANY FAILURE OF  
21 PERFORMANCE RELATED HERETO HOWSOEVER CAUSED, WHETHER OR  
22 NOT ARISING FROM SUCH PARTY'S SOLE, JOINT OR CONCURRENT  
23 NEGLIGENCE.

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

27 (A) Commercial General Liability insurance covering all operations by or on behalf of  
28 Grantee for Bodily Injury and Property Damage, including Completed Operations and

1 Contractors Liability coverage, in an amount not less than Two Million Dollars  
2 (\$2,000,000.00) per occurrence and in the aggregate.

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

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

13 **(D) In Lieu of Insurance.** In lieu of the insurance policies required by this  
14 Section 19, Grantee shall have the right to self-insure any and all of the  
15 coverage outlined hereunder. If Grantee elects to self-insure, it shall do so in  
16 an amount at least equal to the coverage requirements of this Section 19 in a  
17 form acceptable to the City. Grantee shall provide proof of self-insurance to  
18 the City before this Franchise takes effect and thereafter upon request by the  
19 City.

20 **SECTION 20. LIMITATION ON PRIVILEGES.** All rights and authority  
21 granted to Grantee by the City under this Franchise are conditioned on the  
22 understanding and agreement that the privileges in the Public ROW shall not  
23 be an enhancement of Grantee's properties or an asset or item of ownership of  
24 Grantee.

25 **SECTION 21. FRANCHISE NOT EXCLUSIVE.** This Franchise is not exclusive  
26 and shall not be construed to limit the City from granting rights, privileges and  
27 authority to other persons similar to or different from those set forth in this  
28 Franchise.

1 **SECTION 22. REMEDIES AND PENALTIES NOT EXCLUSIVE.** All remedies  
2 and penalties under this Franchise, including termination, are cumulative and  
3 not exclusive, and the recovery or enforcement by one available remedy or  
4 imposition of a penalty is not a bar to recovery or enforcement by any other  
5 remedy or imposition of any other penalty. The City reserves the right to  
6 enforce the penal provisions of any City ordinance or resolution and to avail  
7 itself to any and all remedies available at law or in equity. Failure to enforce  
8 any term, condition or obligation of this Franchise shall not be construed as a  
9 waiver of a breach of any term, condition or obligation of this Franchise. A  
10 specific waiver of a particular breach of any term, condition or obligation of  
11 this Franchise shall not be a waiver of any other, subsequent or future breach  
12 of the same or any other term, condition or obligation of this Franchise.

13 **SECTION 23. SEVERABILITY CLAUSE.** If any section, subsection, sentence,  
14 clause, phrase, or other portion of this Franchise is, for any reason, held to be  
15 invalid or unconstitutional by a court of competent jurisdiction, all portions of  
16 this Franchise that are not held to be invalid or unconstitutional shall remain  
17 in effect until this Franchise is terminated or expired. After any declaration of  
18 invalidity or unconstitutionality of a portion of this Franchise, either party  
19 may demand that the other party meet to discuss amending the terms of this  
20 Franchise to conform to the original intent of the parties. If the parties are  
21 unable to agree on a revised franchise agreement within ninety (90) days after  
22 a portion of this Franchise is found to be invalid or unconstitutional, either  
23 party may terminate this Franchise by delivering one hundred and eighty  
24 (180) days notice to the other party.

25 **SECTION 24. ACCEPTANCE.** Within thirty (30) days after the ordinance  
26 adopting this Franchise is passed by the City Council, Grantee shall file with  
27 the City Recorder its written unconditional acceptance or rejection of this

1 Franchise. If Grantee files a rejection or fails to file its unconditional  
2 acceptance, this Franchise shall be null and void.

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

10 **If to the City: City Manager, City of Willamina, Oregon**

11 **PO Box 629**

12 **Willamina OR 97396-0629**

13 **FAX # (503) 876-1121**

14 **With a copy to: City Attorney**

15 **City of Willamina, Oregon**

16 **Beery, Elsner & Hammond LLP**

17 **1750 SW Harbor Way Suite 380**

18 **Portland OR 97201-5106**

19 **FAX # (503) 226-2348**

20 **If to the Grantee: Government Affairs**

21 **Portland General Electric Company**

22 **121 SW Salmon St, 1WTC03**

23 **Portland, Oregon 97204**

24 **FAX: (503) 464-2354**

25 **With a copy to: Portland General Electric Company**

26 **Attn: General Counsel**

27 **One World Trade Center, 17<sup>th</sup> Floor**

28 **121 SW Salmon Street**

1           **Portland, Oregon 97204**

2           **FAX: (503) 464-2200**

3 Any such notice, communication or delivery shall be deemed effective and  
4 delivered upon the earliest to occur of actual delivery, three (3) business days  
5 after depositing in the United States mail, one (1) business day after shipment  
6 by commercial air courier or the same day as confirmed facsimile transmission  
7 (or the first business day thereafter if faxed on a Saturday, Sunday or legal  
8 holiday).

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

PORTLAND GENERAL ELECTRIC  
COMPANY

CITY OF WILLAMINA

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

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

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

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

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

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

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

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

### **Library August 2023 Monthly Report, Sarah Frost, Library Director**

We wrapped up a very busy summer in August. We also said goodbye to our part-time Teens as they ended their limited duration summer positions with us. During the heat wave we experienced a peak in visits as we provided cold water bottles and snacks to community members. This year we had visitors stay in the library to work on devices away from their homes during the 100deg temps. The library started working on transforming the kitchen into a patron usable space. In September, a fridge will go into the kitchen and the community food pantry will be accessible in the same space. The need was identified as food access continue to grow in the community, access to water during the heat event was in high demand, and a partnership with American Legion was established to have extra lunches available at the library weekly.

I welcome any feedback or questions. If there is library information you would like to see more regularly, please let me know.

#### **Feedback from Library Summer Teens:**

"I personally found my experience of working at the library to be significantly engaging. At school you are forced to do things that you are not interested in or participate in something that you are not intrigued by. In my time I've spent at the library I have been constantly learning something new and important that I feel can help me later on in my life."

"I would 100% recommend this job to other young adults and my peers. This has been my first job and I could not think of a more perfect first job for me. The library is a safe place for me as I know it is for many others. Being able to spend so much time here this summer has been nothing short of a blast, despite the fact that I am working. It is also a position that exposes a lot of the community to me that which I would not have encountered otherwise."

#### **Library Patron Visits: 837**

\*this does not include programs held outside operational hours and/or that are held off-site

#### **Programs/Events Held:**

Ready for Kinder! Parent Workshop  
Summer Splash Series (x5)  
TTRPG (Table-top Roleplaying Game)  
Zine Club  
Stargazing  
Movie: Cruella  
Movie: Spider-man: Now Way Home  
Musical Voice Acitivity  
Library Scavenger Hunt  
Summer Celebration with Kona Ice Truck & Spider-man

#### **Program Attendance:**

Youth:	171
Teens:	8
Adults:	82

Not Seperated: 80  
 Total: 341

**Summer Programs total:**

We held 57 unique programs with 1,199 attendees.  
 Compared to the previous summer of 29 programs and 794 attendees.

**Circulation: 1327**

\*number of item checkouts

**Hold Item Pull: 1133**

\*number of items pulled from our shelves to fill holds within CCRLS  
 \*CCRLS: Chemeketa Cooperative Library Service

**Library Board:**

The next board meeting will be held September 19, 6:00 PM via Zook and in-Person.  
 Tyler Crook, Chair  
 Jennifer Eckels, Co-Chair

**Current Library Board:**

NAME	Appointment	Current Term Start	Term End	Current Term
Tyler Crook	Full 2021	September 2021	September 2025	1st
Tracy Dillon	Full 2017	September 2021	September 2025	2nd
Jennifer Eckels	Partial 2023	September 2020	September 2024	partial
Katherine Ljungqvist	Partial 2023	September 2020	September 2024	partial
Kepola Napoleon	Partial 2019	September 2021	September 2025	1st
Emily Sims	Full 2021	September 2021	September 2025	1st
Willamina School District	Partial 2021	September 2022	September 2026	N/A

**Friends of the Library, Love our Library**

Kepola Napoleon is working with volunteers to re-establish the Friends of the Library 501c3. The next fundraising meeting and the 501c3 board committee meeting is October 3rd. Next Fundraiser: Art Tour, November - library featured artists will include Tyler Crook, Linda Voeks, and youth Rhyne Nelson.





**Yamhill County Sheriff's Office  
Crime Summary for WILLAMINA  
From 6/1/2023 to 6/30/2023**

City	UCR Description	6/1/2022 to 6/30/2022	6/1/2023 to 6/30/2023	Percentage Change	YTD	Prior Year
<b>WILLAMINA</b>						
Part 1						
	Aggravated Assault	0	1		1	7
	Arson	0	0		1	1
	Burglary-Business	3	0			4
	Burglary-Residence	1	0			5
	Larceny	5	0		15	37
	Motor Vehicle Theft-Auto	0	0		1	10
	Rape	0	0		1	
	Robbery	0	0		1	1
	<b>Part 1 Total</b>	<b>9</b>	<b>1</b>	<b>-88.89 %</b>	<b>20</b>	<b>65</b>
Part 2						
	All Other	1	1		10	19
	Animal Problems	0	0		2	1
	Disorderly Conduct	0	1		1	8
	Drug Laws	8	4	-50.00 %	21	66
	DUII	2	1	-50.00 %	2	23
	Forgery	0	0		2	1
	Fraud	0	0		2	5
	Sex Offenses	0	0		3	6
	Simple Assault	3	3		9	21
	Stolen Property	1	0			5
	Tresspass/Prowler	0	1		6	17
	Vandalism	4	2	-50.00 %	4	25
	Weapons	0	2		4	17
	<b>Part 2 Total</b>	<b>19</b>	<b>15</b>	<b>-21.05 %</b>	<b>66</b>	<b>214</b>
Part 3						
	All Other	11	7	-36.36 %	40	144
	Non-Reportable Offenses	8	6	-25.00 %	59	131
	<b>Part 3 Total</b>	<b>19</b>	<b>13</b>	<b>-31.58 %</b>	<b>99</b>	<b>275</b>
	<b>Total For WILLAMINA</b>	<b>47</b>	<b>29</b>	<b>-38.30 %</b>	<b>185</b>	<b>554</b>

August 2023 Code Enforcement Daily Log

Date	Location	Code Enforcement	Concern	Correction	Follow-Up
8/1/23	OAKEN HILLS DR	NNO SET UP	THE CAMPING ON PRIVATE PROPERTY INSIDE THE CITY LIMITS	THE CITY OF WILLAMINA DOESN'T HAVE ANYTHING IN THE ORDINANCES THAT YOU CAN'T PUT A TENT UP AND CAMP IN YOUR BACKYARD. I DID GIVE HIM THE HB 3115 WHICH TALKS ABOUT HOMELESSNESS AND A RIGHT TO KEEP WARM AND DRY AND REST, SLEEP, SITTING. THE CONCERN HE HAS IS THE ONGOINGS THATS HAPPENING INSIDE THE TENT AND HE HAS HAD TO CALL THE POLICE SEVERAL TIMES ON THIS MATTER. I ENCOURAGED HIM TO ATTEND ONE OF THE COUNCIL MEETINGS TO VOICE HIS CONCERN ON HOW LONG THE TENT COULD BE UP AND MAYBE HAVE THE COUNCIL DECIDE AND CREATE AN ORDINANCE THAT WOULD HELP IN A SITUATION LIKE THIS GETTING OUT OF HAND BECAUSE HE IS CONCERNED FOR HIS CHILDREN AND WIFE WITH THE PEOPLE LIVING OR VISITING THIS RESIDENCE.	NOT SURE WHAT FOLLOW-UP I WOULD DO UNLESS SOMETHING CHANGES WITH COUNCIL OR OUR ORDINANCES
8/3/23	PIONEER DR		THIS IS AN ONGOING CASE FROM JULY	NEED TO MOW AND TRIM ALL THE BRUSH A DEBRIS ON PROPERTY IT IS A FIRE SAFETY	WENT BY TO CHECK ON PROPERTY. A WILLAMINA RESIDENT CAME DOWN TO INFORM ME THAT THEY STARTED MOVING THIS PROPERTY. I WENT UP TODAY TO LOOK AND THEY HAVE STARTED TO CLEAN UP THIS PROPERTY. WILL CHECK BACK TO SEE PROGRESS ON MONDAY 8/7/23. WENT UP ON 8/10/23 AND TOOK PICTURES THEY ARE MOVING AND MAKING AN IMPROVEMENT ON THE PROPERTY. ON 8/16/23 PATRICIA ASKED TO DO A WALK THROUGH ON THE PROPERTY AND I HAVE TAKEN NEW PICTURES OF THE PROPERTY ALL MOWED AND UP TO CODE AND I HAVE OFFICIALLY CLOSED THE CASE AS OF 8/16/2023
8/3/23	6TH ST	CODE ENFORCEMENT @2:00PM	NISSAN PATHFINDER OR LIC # 116 CFU HAS BEEN PARKED A LONGTIME WITHOUT MOVING	I TALKED TO THE DAD OF THE GIRL WHO BOUGHT IT. IT IS HIS DAUGHTERS CAR AND SHE IS TRYING TO GET HER DRIVERS LICENSE BUT CAN'T PASS THE TEST. THE NISSAN HAS EXPIRED TAGS AND HAS BEEN SITTING FOR A VERY LONG TIME. LOTS OF DIRT AND DEBRIS UNDER THE VEHICLE AND THE STREET SWEEPER CAN'T GET IN THERE TO CLEAN THE STREET. THE DAD SAID HE WOULD MOVE IT INTO THE DRIVEWAY FOR NOW UNTIL THEY COULD GET TAGS FOR IT. I WILL DO A FOLLOW-UP ON MONDAY 8/7/23 AND IF IT IS STILL THERE I WILL TAG IT FOR TOW.	WENT UP TO CHECK ON THE NISSAN PATHFINDER ON 8/7/23 @ 11:15AM AND IT HAS BEEN MOVED TO THEIR DRIVEWAY. NOTHING FURTHER.
8/3/23	ASH ST		RED DODGE DURANGO ORE LIC # 342 LQM PARKED WRONG WAY ON ROAD	I TALKED TO THE RENTERS BOYFRIEND AND HE SAID IT WAS THE HUSBANDS VEHICLE. THE BRAKES WENT OUT ON IT SO IT IS JUST SITTING THERE. THEY WILL TRY AND TURN IT AROUND AND PARK IT THE CORRECT WAY. I GAVE THEM TILL MONDAY 8/7/23 TO GET IT TURNED AROUND. I WILL CHECK BACK ON MONDAY. ALSO THEY HAVE 2 VEHICLES THEY WOULD LIKE TO GET RID OF SO I TOLD THEM I HAD SOMEONE THAT COULD COME GET IT AND REMOVE IT OUT OF THEIR WAY.	WENT UP TO CHECK ON THE DURANGO @ 11:30AM AND THEY MOVED IT IN FRONT OF THEIR RESIDENCE. NOTHING FURTHER ON MY END.

August 2023 Code Enforcement Daily Log

Date	Location	Code Enforcement	Concern	Correction	Follow-up
8/7/23	NW HIGHLANDS LOOP		ABANDONED SCHOOL BUS	THE BUS IS UP AT THE END OF NW HIGHLANDS LOOP ON A PIECE OF PROPERTY THAT IS VACANT. TALKED TO THE OWNERS OF THE PROPERTY AND IT IS A FRIEND OF HIS BUS. IT WAS ON THE OTHER SIDE OF THE PROPERTY HOWEVER IT GOT VANDILIZED AND NEEDS THE WINDOWS REPLACED IN IT. THE WINDOWS ARE ON ORDER AND WILL BE REPLACED AND THE BUS IS HEADED TO MEXICO. SHOULD BE GONE ON FRIDAY. I WILL CHECK BACK IN ON MONDAY 8/14/23.	WENT UP ON 8/9/23 AND THE BUS IS GONE. NOTHING FURTHER ON MY END
8/8/23	HILL DR		THERE IS A LIGHT ON THE PGE POLE AND IT WAS PUT UP BY THE RESIDENT WHO LIVES ACROSS THE STREET FROM CASSANDRA	I TURNED THE LIGHT INTO BRIDGET SO SHE CALLED PGE TO FIND OUT ABOUT THE LIGHT THAT WAS PUT UP. I WILL CHECK IN ON WHAT PGE SAID ABOUT THE LIGHT. ALSO SHE SAID THAT THE LIGHT IS BLINDING HER WHEN SHE BACKS OUT OF THE DRIVEWAY AND SHE CANT SEE.	HE WANTS TO KNOW IF WE ALLOW CONEX BOXES WITHIN THE CITY LIMITS. I CANT FIND ANYTHING SAYING THAT HE CANT HOWEVER WE ARE WAITING ON A RESPONSE FROM HOLLY (CITY PLANNER)
8/7/23	OAKEN HILLS DR			WENT TO TALK TO OWNER OF THE DOG BUT NOBODY WAS HOME SO I CALLED AND LEFT MESSAGE	WE HEARD FROM HOLLY AND SHE GAVE US ADVICE ON THE CONEX. WE ALSO CONTACTED YAMHILL COUNTY AND ASKED QUESTIONS BRIDGET THANK YOU ON HELPING ME ON THIS REQUEST. AS OF RIGHT NOW WE REALLY DONT HAVE AN ORDINANCE SAYING YOU CAN OR CANT HAVE ONE. IT IS AN INDUSTRIAL CONTAINER SO I THINK BRIDGET WILL TALK TO COUNCIL AND PLANNING TO GET A CLEAR PICTURE ON WHAT THEY WANT TO HAVE SET IN PLACE. AS OF RIGHT NOW HE IS NOT GETTING A CONEX HE IS DOING A SHED AND IS COMING IN TO FILL OUT THE PROPER PERMIT TO HAVE THE SHED IN BACK YARD 8/15/23. NOTHING FURTHER ON MY END.
8/8/23	OAKEN HILLS DR		DOG BARKING	I WENT BY THE RESIDENCE AND THERE ISNT A PERMIT FROM THE COUNTY DISPLAYED SO I WILL GO BACK OVER THERE TO SEE IF SOMEONE IS THERE TO TALK TO OR I WILL CALL THE RESIDENT TO ASK ABOUT THE PERMIT	I GOT ANOTHER CALL ON THE DOG BARKING AND I WENT UP AGAIN AND THE 2 LITTLE DOGS IN THE KENNEL ARE BARKING. I TOLD THE OWNER THAT THIS IS A PUBLIC NUISANCE OF DOG PROLONG BARKING I WILL ISSUE A WARNING ON THE DOG TOMORROW 8/9/23 AND PAPERWORK ON OUR ORDINANCE. I CALLED THE OWNER A SECOND TIME ON THE PHONE AND HE ANSWERED AND SAID THEY WERE ON WAY HOME AND HE WOULD BRING THE DOGS IN THE HOUSE. 8/9/23 I WILL GO BY TODAY TO DROP OFF OUR ORDINANCE ON PUBLIC NUISANCE CHAPTER 99. ANIMALS - PUBLIC NUISANCE (5) DISTURBS ANY PERSON BY UNREASONABLY FREQUENT OR PROLONGED NOISES.
8/9/23	NE YAMHILL ST		NOT HAVING A COUNTY PERMIT DISPLAYED AT RESIDENCE THAT THEY ARE WORKING AT.	THE STREET SWEEPER CANT GET IN AND SWEEP THE STREET. THIS TRUCK HAS BEEN PARKED A LONG TIME AND THE TAGS ARE EXPIRED. TALKED TO THE LADY OF THE RESIDENCE AND SHE SAID SHE WOULD GET TAGS FOR IT AND THAN THEY WOULD MOVE IT.	I WENT BACK TO THE RESIDENCE ON THE PERMIT AND THEY HAVE ONE. IT ISNT POSTED BECAUSE HE HAD IT STOLEN AND HAD TO GET A REPLACEMENT ONE. I TOOK A PICTURE OF IT.
8/9/23	6TH ST	CODE ENFORCEMENT @10:47 AM	WHITE FORD F-350 OR LIC #280 NOB PARKED LONG TIME AND TAGS EXPIRED		THE HUSBAND WHO OWNS THE TRUCK CALLED ME AND TOLD ME THEY ORDERED TAGS AND THAT THEY ARE IN THE MAIL. I TOLD HIM I WOULD CHECK ON TUESDAY. HE ASKED IF HE COULD LEAVE THE TRUCK THERE TILL END OF MONTH BECAUSE THE HUB NEEDS FIXED AND HE IS WAITING FOR A PAY CHECK BECAUSE THEY WORK FOR THE SCHOOL DISTRICT AND SCHOOL WILL BE STARTING AGAIN AND THEY WILL HAVE A STEADY INCOME AGAIN. I TOLD HIM THAT WAS FINE BUT PLEASE LET ME KNOW WHEN HE TAKES IT IN AND I CAN LOG IT AND CLOSE HIS CASE. CHECK BACK ON TUESDAY 8/15/23. I WENT TO CHECK ON THE FORD ON MONDAY 8/14/23 AND THE TRUCK HAS BEEN MOVED BACK A LITTLE AND THEY PUT CURRENT TAGS ON THE VEHICLE. ONCE THEY START WORKING AGAIN THEY WILL FIX THE HUB AND START DRIVING IT REGULAR AGAIN.

August 2023 Code Enforcement Daily Log

Date	Location	Code Enforcement	Officer	Concern	Correction	Follow-up
8/10/23	PONDEROSA PIN EST	LSEPAULY SMOBER	THOMAS & COBETTE	TREETRUSH BLOCKING THE STOP SIGN COMPLETELY	I WENT UP AND TALKED TO THE RESIDENT WITH THE CHICKEN/ROOSTER AND INFORMED HER OF THE NOISE COMPLAINT. SHE WAS VERY NICE AND SAID THEY ARE TRYING TO GET RID OF THE ROOSTER. WHEN THEY GOT THE CHICKENS THEY HAD NO IDEA THERE WAS A ROOSTER IN THE BUNCH; HE JUST LEARNED HOW TO CROW AND IT DOESN'T KNOW ITS ONLY IN THE MORNING. WE LAUGHED AT THAT AND SHE SAID SHE IS GOING TO GET RID OF HIM JUST LOOKING FOR A PLACE TO SEND HIM. I GAVE HER TILL MONDAY THE 8/21/23 - 8/24/23 TO FIND A HOME. I ALSO CALLED AND LEFT MESSAGE WITH THE PERSON THAT COMPLAINED AND LEFT A MESSAGE WITH THEM ON THE NEXT STEPS THAT IS GOING ON	TALKED TO JEFF AND THE STOP SIGN IS THE RESIDENTS RESPONSIBILITY TO TRIM BACK. WILL GO UP THERE AND LET THEM KNOW. TALK TO THE PROPERTY OWNER ABOUT THE TREE AND THEY SAID THEY WOULD GET IT DONE BY MONDAY 8/14/23. JOHNNY FROM PUBLIC WORKS WAS DOING WORK UP REPLACING STOP SIGNS AND CUTTING SOME BRANCHES AWAY FROM THE STOP SIGNS SO HE ASKED IF I WANTED HIM TO GO UP AND CUT THE TREE AWAY FOR THEM. HE WENT UP AND TALKED TO THE PROPERTY OWNER AND ENDED UP CUTTING IT FOR THEM. THANK YOU JOHNNY FOR THE SUPPORT.
8/10/23	SW BALES			ROOSTER CROWING NON STOP	TALKED TO THE OWNER OF THE CAR IT HAS BEEN SITTING THERE FOR SEVERAL WEEKS. I HAD HIM MOVE THE CAR INTO THE DRIVEWAY UNTIL IT HAS CURRENT REGISTRATION AND IS FIXED TO BE BACK ON THE ROAD AGAIN. HE MOVED IT RIGHT AWAY AND WAS VERY NICE ABOUT IT	NOTHING FURTHER ON MY END.
8/10/23	SW BALES	CODE ENFORCEMENT @ 2:10PM		WRECKED CAR AND EXPIRED TAGS HYUNDAI ELANTRA OR LIC # 358 DDY EXP 5/23	ASKED THE CONSTRUCTION WORKERS WHO PORTA POT IT WAS AND HE SAID HE KNEW WHO IT BELONGED TO AND HE COULD MOVE IT FOR ME OFF THE SIDEWALK. I TOLD HIM IT COULDN'T BE ON THERE BECAUSE IT NEEDED TO BE ACCESSABLE FOR PEDESTRIANS AND ADA ACCESSABLE ALSO. NO PROBLEM THEY MOVED IT RIGHT AWAY.	NOTHING FURTHER ON MY END.
8/14/23	HOPE COURT	CODE ENFORCEMENT @ 11:57 AM		PORTA POTTY ON SIDEWALK	LEFT MY CARD ON THE DRIVERS SIDE DOOR TO LET THEM KNOW TO PLEASE PARK IN THE CORRECT DIRECTION ON THE PUBLIC STREET.	VEHICLE IS PARKED CORRECTLY ON THE STREET.
8/19/23	MAPLE	CODE ENFORCEMENT @ 2:58PM		MAZDA CX-5 NO LICENCE PLATE (NEW) PARKED THE WRONG WAY ON THE ROAD	SOMEONE DECIDED TO TAKE OUR GAS CAN OUT OF THE TRAILER. I WATCHED THE VIDEO ON THE POND AND THE TREE WAS IN THE WAY SO I COULDN'T MAKE OUT WHO TOOK THE CAN	NOTHING FURTHER ON MY END SINCE I COULDN'T SEE THE THEFT.
8/15/23	HAMPTON POND			SOMEONE STOLE GAS CAN		

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Date	Location	Code Enforcement	Concern	Correction	Follow-up
8/16/23	HILL DR		NEIGHBOR ROOSTER CROWING AT ALL HOURS OF THE DAY/NIGHT AND THE CHN COOP SMELL IS AWFUL.	TALKED TO THE RESIDENT ABOUT THE ROOSTER AND GAVE HER A NOISE COMPLAINT VERBAL WARNING. ALSO THE SMELL OF THE CHICKEN COOP IS ALSO A COMPLAINT. SHE SAID THEY WERE GETTING READY TO MOVE THE CHICKEN COOP TO THE BACK OF THE PROPERTY. SHE SAID THEY WERE GOING TO GET A COLLAR FOR THE ROOSTER TO HELP WITH HIS CROWING. I ALSO INFORMED HER IF I KEEP GETTING NOISE COMPLAINTS FOR THE ROOSTER SHE WOULD HAVE TO GET RID OF HIM FOR PUBLIC DISTURBANCE AND ALSO THE COOP NEEDS TO BE 150 FT FROM ALL RESIDENTIAL STRUCTURES AND PUBLIC STREET.	TALKED TO RESIDENT OF THE PROPERTY AND HE HAS PICKED UP A LITTLE MORE BUT IS IN NEED OF SOME TRASHBAGS. THEY NEVER GOT THE TRASH REINSTATED DUE TO LACK OF FUNDS. I SUGGESTED THEY CALL AND ASK IF THEY COULD PAY FOR JUST ONE TRASH PICKUP FROM RECOLOGY AND HOW MUCH THAT WOULD COST. WILL DO ANOTHER FOLLOW UP ON 8/28/23 @11:00AM. THE LADY RENTING THE HOUSE CALLED AND TALKED TO ME ABOUT CLEANING UP AND I WENT BY ON 8/24/23 AT HER REQUEST TO SEE THE IMPROVEMENT THAT WAS MADE ON 8/23/23 AFTER MY CONVERSATION WITH THE MALE OF THE RESIDENCE. THEY HAVE CLEANED UP ALOT AROUND THE GARAGE AND SIDE AREA OF THE RESIDENCE. GOING IN THE RIGHT DIRECTION ON CLEAN UP. UNFORTUNATELY THE RESIDENT DIDNT GET THERE GARBAGE REINSTATED DUE TO LACK OF FUNDS.
8/16/23	HILL DR		THE GARBAGE THAT IS PILED UP AT THIS RESIDENCE AND THE SMELL IS AWFUL ALSO.	TALKED TO THE RESIDENT ABOUT ALL THE TRASH / DEBRIS ALL OVER THEIR YARD. THE SMELL IS HORRIBLE AND THERE ARE RATS THAT ARE COMING AND GOING. THEY INFORMED ME THEY LOST THEIR GARBAGE SERVICE AND ARE IN THE PROCESS OF GETTING IT REINSTATED AS OF 8/17/23. I HELPED THEM GET RID OF 14 BAGS OF GARBAGE IN OUR CITY DUMPSTER THANKS TO JEFF BROWN ALLOWING ME TO DO THIS ON OCCASION. I WILL CHECK BACK ON WEDNESDAY 8/23/23 @ 11:00AM TO SEE SOME IMPROVEMENT.	THIS IS A FOLLOW UP ON A PROPERTY CLEAN UP STARTING IN JULY. WENT BY ON 8/16/23 TO GET UPDATED PICTURES OF THE PROGRESS AND THERE HAS BEEN SOME MADE BUT WE NEED MORE OF THIS PROPERTY CLEANED UP. WILL TRY TO STOP BY THERE ON 8/17/23 TO HAVE A CONVERSATION WITH THE RESIDENT AGAIN ON CLEANING MORE. WENT BY ON 8/22/23 LOOKS LIKE THEY ARE STARTING TO CLEAN UP A LITTLE MORE.
8/16/23	MAIN ST	CODE ENFORCEMENT			THIS IS A FOLLOW UP ON THE PROPERTY FROM JUNE. THIS PERSON IS A VET/RAN AND NEEDS HELP TO CLEAN UP THE PROPERTY. I HAVE BEEN CONTACTED BY A NON PROFIT THAT HAS OFFERED THEIR ASSISTANCE ON HELPING SOMEONE IN NEED AND SO I HAVE TALKED TO THE RESIDENT TO SEE IF SHE WAS OK WITH GETTING HELP TO CLEAN UP AND SHE WAS SO EXCITED THAT SHE HAD TEARS IN HER EYES. I MET WITH THE PERSON THAT WILL BE DOING THE CLEAN UP AND HOPEFULLY HE CAN START SOON. I WILL BE BACK WITH AN UPDATE ON THE PROGRESS. 8/23/23 THE PERSON THAT IS DOING THE CLEAN UP OF THE PROPERTY IS THERE STARTING TO CLEAN UP THE BLACKBERRY BUSHES AND CLEANING UP THE BUSHES. WILL CHECK BACK ON THE PROGRESS. THE PROCESS IS ON GOING. THE PERSON CLEANING UP THE AREA WILL BE BACK ON MONDAY 9/4/23 OR OVER THE WEEKEND TO CLEAN UP MORE OF THE AREA. WILL CHECK BACK ON TUESDAY 9/5/23 NOTHING HAD CHANGED ON THE CLEAN UP.
8/16/23	NE YAMHILL ST	CODE ENFORCEMENT		YARD A MESS AND DEBRIS	

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8/17/23	BARBER		GRAVEL AND DEBRIS BLOWN INTO HER YARD AND HER DRIVEWAY	THE RESIDENT CALLED CITY HALL TO SAY THAT THE ONE OF THE CITY WORKERS HAD BLOWN ALL THE ROCK AND GARBAGE FROM THE STREET INTO HER YARD AND DRIVEWAY. I WENT UP WITH ONE OF THE PUBLIC WORKS GUYS TO LOOK AT THE ISSUE AND I APOLOGIZED AND PICKED UP THE TRASH AND I HAD JEFF RE BLOW ALL THE ROCKS OFF HER DRIVEWAY AND BACK OUT INTO THE STREET FOR THE STREET SWEEPER TO PICK UP TOMORROW. I THINK SHE WAS HAPPY WITH THE END RESULT.	NOTHING FURTHER ON OUR END.
8/17/23	END OF 1ST ST / WILLAVILLA APARTMENTS		OTHER PEOPLES PROPERTY ON THEIR PROPERTY	WENT TO THE APARTMENTS TO SEE WHO THE STUFF BELONGS TO. I KNOCKED ON 303 DOOR AND THE LADY WAS SICK. I INFORMED HER OF THE REQUEST FOR HER ITEMS BE REMOVED AND THAT SHE HAD A WEEK TO DO SO PER THE PROPERTY OWNER. IF THE STUFF ISN'T REMOVED HE WAS GOING TO THROW IT IN THE DUMPSTER. THEY DONT WANT THAT STUFF ON THEIR PROPERTY AN LONGER DUE TO DAMAGE TO THE FENCE AND REPAIRS THEY HAVE HAD TO MAKE AND TRYING TO WEED WACK THE WEEDS AROUND THE FENCE.	THE RESIDENT AT THIS APARTMENT STOPPED BY TO DROP OFF A NOTE WANTING TO KNOW WHY I ASKED HER TO REMOVE ALL THE STUFF ALONGSIDE THE FENCE. I CALLED TO TELL HER THAT THE PROPERTY OWNERS BROTHER DOES THE MAINTANCE ON THE PROPERTY AND WANTS IT REMOVED SO HE CAN WEED EAT AND TAKE CARE OF THE AREA AROUND THE FENCE. THE REQUEST CAME FROM THEM I WAS JUST THE MIDDLE PERSON TO SEND THE INFORMATION SO THERE WOULDN'T BE ANY CONFLICT.
8/17/23	PIONEER/FIR	OFFICE COVERAGE AND HUNG SOME DOOR HANGERS. ALSO DID FOLLOW UPS ON PROPERTIES. POWER OUT CITY SHUT DOWN EARLY OUT	BRANCHES COVERING THE STOP SIGN	I WENT UP WITH DEPUTY WALTERS TO ADDRESS THE SEMI PARKED UP ON OAKEN HILLS PARKED HALF WAY IN THE ROAD. THIS IS A HAZZARD FOR TRAFFIC AND IN THE BIKE LANE. THE SCHOOL HAS REQUESTED THAT THE PERSON NO LONGER PARKS THERE THAT THIS IS THEIR PROPERTY AND SCHOOL WILL BE STARTING AND IT IS ALREADY CONGESTED UP THERE. THE GUY SAID HE WOULD MOVE HIS SEMI BUT DOESNT REALLY KNOW WHERE HE WILL PARK IT. I SUGGESTED HE TALKED TO HAMPTON TO SEE IF HE COULD PARK IT AT CONIFER FOR NOW.	THE SEMI HAS BEEN MOVED INTO HOFENBRDL REALTY FOR NOW. NOTHING FURTHER ON MY END.
8/22/23					
8/23/23	OAKEN HILL DR		SEMI PARKED ON OAKEN HILLS HALF IN ROAD	HE REPORTED THAT TREE BRANCHES ARE COVERING THE STOP SIGN WILL ASK JOHNNY IF HE WOULD TRIM THEM.	I WENT UP TO LOOK AT THE STOP SIGN AND THE CITY HAS TRIMMED BACK THE BRANCHES ON THE STOP SIGN HOWEVER THE BRANCHES THAT ARE HANGING ARE ON PRIVATE PROPERTY AND OBSTRUCTS THE VIEW FROM A DISTANCE WHEN APPROACHING THE STOP SIGN. WILL CALL THE PROPERTY OWNER TO SEE IF THEY WOULD CUT BACK THE BRANCHES FOR CLEAR VISION.
8/23/23	PIONEER/BALES		BRANCHES COVERING THE STOP SIGN		

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8/29/23	BARBER ST	ONGOING ISSUE SINCE MAY	TRUCK IN VIOLATION OF PARKING IN UNAPPROVED AREA AND STORING NOT IN COMPLIANCE WITH CODE	THE PERSON OF THE PROPERTY SENT ME VIDEO AND PICTURES OF THE DOG DEFECATING IN THEIR YARD. THEY HAVE HAD ONGOING PROBLEMS WITH THE NEIGHBOR. I WILL GO UP TODAY 8/24/23 AND ISSUE A WARNING ON THE DOG DEFECATING IN THE YARD. THIS HAS A PENALTY OF \$250.00 SO SINCE THIS IS THE FIRST INCIDENT OF THE DOG BEING REPORTED THAN I WILL GO ISSUE A WARNING AND I'M ALSO GIVING THEM OUR ORDINANCE 676 ON ANIMALS CODE 90:06 OFFENSIVE LITTERING BY AN ANIMAL. ALSO ONCE THE ANIMAL LEAVES THE OWNERS PROPERTY THE DOG NEEDS TO BE ON A LEASH SO IM ALSO GIVING THEM OUR CODE 90:03 DOG REQUIRED TO BE ON A LEASH.	THIS IS A CONTINUED ISSUE FROM MAY. HAVE HAD SEVERAL COURT DATES AND STILL NOT IN COMPLAINT. THE PEOPLE REQUESTED FOR A TRIAL SO THAT IS SET FOR OCTOBER 18,2023 @ 3:00PM
8/24/23	HOPE COURT		DOG DEFECATING IN YARD	COMPLAINT OF COUGH OUT IN THE MIDDLE OF THE ROAD. SOMEONE MOVED IT OUT OF THEIR YARD AND PUT IT IN THE MIDDLE OF THE ROADWAY. I GUESS A DEPUTY RESPONDED TO THE CALL AND MOVED IT TO THE SIDE OF THE STREET AND TRIED TO KNOCK ON THE DOOR OF THE RESIDENCE. YCOM CALLED AND LEFT MESSAGE FOR ME TO GO TAKE CARE OF THE COUGH TODAY. I TALKED TO THE HOME OWNER AND TOLD THEM THA THE COUGH HAS BEEN OUT FOR FREE FOR A COUPLE OF WEEKS AND THAT IF NOBODY TAKES IT THAN THEY NEEDED TO TAKE IT TO THE DUMP. WILL CHECK BACK NEXT WEEK 8/31/23	
8/24/23	E ST		COUGH IN MIDDLE OF ROAD		THIS IS A FOLLOW UP ON A REQUEST FROM THE PROPERTY OWNERS TO HAVE THE TREES REMOVED FROM THE CEMETARY PROPERTY. CALLED A COUPLE OF PLACES TO GET QUOTES ON CUTTING THE TREES DOWN.
8/28/23	BRANSON ST		TREES IN THE CEMETARY NEED CUT DOWN	TALKED TO BOTH RENTER AND PROPERTY OWNER ABOUT THE TREE BRANCHES HANGING LOW AND HITTING VEHICLES ANTENNAS AND IT NEEDED TO BE TRIMMED UP AND OFF THE ROAD.	THE TREE HAS BEEN TRIMMED BACK AND NOW THERE IS CLEAR VISION FROM THE STOP SIGN ON CHERRYHILL DR. I SENT PICTURES TO PROPERTY OWNER BECAUSE THE NEXT DOOR NEIGHBOR TRIMMED EVERYTHING BACK.
8/29/23	HILL DR	CODE ENFORCEMENT	BRANCHES AND TREE HANGING LOW AND CANT SEE DOWN HILL DR FROM STOP SIGN AT CHERRYHILL	GETTING BIDS FOR THE REMOVAL OF 4 TREES IN THE CEMETARY	WENT BY ON 8/30/23 AND THE PROPERTY OWNER HAS TRIMMED THE TREE BRANCHES AWAY FROM THE ROAD AND YOU CAN DRIVE BY IT SAFELY. NOTHING FURTHER.
8/29/23	HILL DR	CODE ENFORCEMENT	TREE BRANCHES AND BUSHES IN THE ROAD		