



## **CITY COUNCIL REGULAR SESSION**

**Wednesday, December 05, 2018**

265 Strand Street, St. Helens, OR 97051

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

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### **Welcome!**

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

1. **Call Regular Session to Order - 7:00 p.m.**
2. **Pledge of Allegiance**
3. **Visitor Comments - Limited to five (5) minutes per speaker.**
4. **Deliberations - Street Vacation - Portions of N. 8th, N. 9th, and Wyeth Streets (Scholl/Schlumpberger)**
5. **Approve and/or Authorize for Signature**
  - 5.a. License and Services Agreement with Tyler Technologies, Inc. for Incode Software  
[Incode Contract.pdf](#)
  - 5.b. Exclusive Towing Agreement with Drake's Towing & Recovery  
[Exclusive Towing Agr - Drake's Towing & Recovery.pdf](#)
  - 5.c. Agreement with Kittelson & Associates for St. Helens Street & 1st Street Alternatives Analysis  
[Kittelson & Associates - R-685 Personal Services Agreement.pdf](#)
  - 5.d. Agreement with Wetland Solutions Northwest, LLC for Services Related to Delineation of Wetland and Riparian Areas on City Owned Property  
[Personal Services Contract Wetland-Riparian Deliniation \(Dec. 2018\).pdf](#)

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

**Be a part of the vision...get involved with your City...volunteer for a City of St. Helens Board or Commission!  
For more information or for an application, stop by City Hall or call 503-366-8217.**

- 5.e. Contract Payments  
[120518 Contract Payments.pdf](#)
  
- 6. **Appointments to Boards/Commissions**
  - 6.a. Appointments to City Boards & Commissions  
[120518 Appts to Boards and Commissions.pdf](#)
  
- 7. **Consent Agenda for Acceptance**
  - 7.a. Library Board Minutes dated October 16, 2018  
[10162018 LB MINUTES APPROVED.pdf](#)
  
- 8. **Consent Agenda for Approval**
  - 8.a. Council Work Session, Executive Session, Public Hearing, and Regular Session Minutes dated November 7 & 15, 2018  
[120518 Council Minutes TO BE APPROVED.pdf](#)
  
  - 8.b. Street Closure - for Holiday Activities - December 8, 2018 - Close Plaza Square and Strand Street from Plaza Square to Roythai  
[08B. Street Closure.pdf](#)
  
  - 8.c. Accounts Payable Bill Lists  
[Accounts Payable.pdf](#)
  
- 9. **Mayor Scholl Reports**
  
- 10. **Council Member Reports**
  
- 11. **Department Reports**
  
- 12. **Other Business**
  
- 13. **Adjourn**

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## LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of St Helens.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.

- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SOFTWARE LICENSE

### 1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 Without limiting the terms of Section 1.1, you understand and agree that the Tyler Notify modules set forth in the Investment Summary are licensed to you on a subscription basis. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your license to use the associated module will be suspended unless and until payment in full has been made.
- 1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.7 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will

comply with applicable notice requirements.

1.8 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

## SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

#### **SECTION D – MAINTENANCE AND SUPPORT**

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

#### **SECTION E – THIRD PARTY PRODUCTS**

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
  - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
  - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
  - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

**SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete

the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## **SECTION G – TERMINATION**

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

## **SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
  - 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided,



contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL**

**DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION I – GENERAL TERMS AND CONDITIONS**

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes.

If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

- |           |   |
|-----------|---|
| Exhibit A | Investment Summary  |
| Exhibit B | Invoicing and Payment Policy<br>Schedule 1: Business Travel Policy    |
| Exhibit C | Maintenance and Support Agreement<br>Schedule 1: Support Call Process |
| Exhibit D | MyGovPay/VirtualPay and IVR   |
| Exhibit E | Web Services – Hosted Application Terms                               |
| Exhibit F | Statement of Work   |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of St Helens

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

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

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

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

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

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

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

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

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

City of St Helens  
PO Box 278  
Saint Helens, OR 97051  
Attention: Matt Brown



## **Exhibit A**

### **Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Jon Atkin & David Snow  
 Quote Expiration: 12/15/2018  
 Quote Name: City of St. Helens-LGD-CT  
 Quote Number: 2018-52067-5  
 Quote Description: Incode Court/FIN-On Premise Combined

**Sales Quotation For**  
 Matt Brown  
 City of St. Helens  
 PO Box 278  
 Saint Helens , OR 97051-0278  
 Phone: 5033976272  
 Email: mattb@ci.st-helens.or.us

**Tyler Software and Related Services**

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
<b>Financial Management Suite</b>						
Core Financials	\$18,995	92	\$11,500	\$6,250	\$36,745	\$4,749
<b>Customer Relationship Management Suite</b>						
Utility CIS System	\$18,995	172	\$21,500	\$8,500	\$48,995	\$4,749
Cashiering	\$6,500	44	\$5,500	\$0	\$12,000	\$1,625
<b>Tyler Content Manager</b>						
Tyler Content Manager Standard Edition (TCM SE)	\$6,421	64	\$8,000	\$0	\$14,421	\$1,605
<b>Personnel Management Suite</b>						
Personnel Management (Includes Position Budgeting)	\$12,995	100	\$12,500	\$4,250	\$29,745	\$3,249
<b>Incode Court Suite</b>						
Criminal Court Case Mgt	\$8,500	84	\$10,500	\$6,000	\$25,000	\$2,125
Scheduling	\$4,500	0	\$0	\$0	\$4,500	\$1,125
Collection Agency Export Interface	\$2,200	0	\$0	\$0	\$2,200	\$375
OR Vehicle Owner Parking License Plate Export/Import from DMV	\$1,500	0	\$0	\$0	\$1,500	\$375
Output Director	\$3,300	8	\$1,000	\$0	\$4,300	\$0
DataXchange	\$0	0	\$0	\$0	\$0	\$0
GL interface to Incode Finance	\$0	0	\$0	\$0	\$0	\$0
AP Interface to Incode Finance	\$0	0	\$0	\$0	\$0	\$0
Expungement Add	\$0	0	\$0	\$0	\$0	\$0
Expungement Re open	\$0	0	\$0	\$0	\$0	\$0
Tyler Jury Module	\$5,500	0	\$0	\$0	\$5,500	\$0
Jury Data Import (Generic Interface)	\$2,475	0	\$0	\$0	\$2,475	\$619
	<i>Sub-Total:</i>		\$70,500	\$25,000	\$187,381	\$20,596
	<i>Less Discount:</i>		\$20,392			
	<b>TOTAL:</b>	564	\$70,500	\$25,000	\$166,989	\$20,596

**Tyler Software and Related Services - Annual**

Description	One Time Fees			Annual Fee
	Impl. Hours	Impl. Cost	Data Conversion	
<b>Personnel Management Suite</b>				
Employee Self Service (Employee Portal)	32	\$4,000	\$0	\$0
<b>Tyler Hosted Applications</b>				
Court Online Component	0	\$0	\$0	\$0
Notifications for Court	0	\$0	\$0	\$0
	<i>Sub-Total:</i>	\$4,000	\$0	\$0
	<b>TOTAL:</b>	32	\$4,000	\$0

**Other Services**

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	\$7,500	\$7,500	\$0
Online Application -Set up fee	1	\$800	\$800	\$0
	<b>TOTAL:</b>		\$8,300	\$0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$71,489	\$20,596
Total Tyler Services	\$107,800	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
<b>Summary Total</b>	<b>\$179,289</b>	<b>\$20,596</b>
Estimated Travel Expenses	\$3,500	



**Detailed Breakdown of Conversions (Included in contract total)**

Description	Hours	Unit Price	Programming Fee	Extended Price
<b>Financial Management Suite</b>				
General Ledger - Conversion	8	\$125	\$1,500	\$2,500
General Ledger - Legacy.Historical Views	4	\$125	\$500	\$1,000
Accounts Payable Conversion			\$1,750	\$1,750
Accounts Payable - Legacy.Historical Views Conversion	4	\$125	\$500	\$1,000
<b>Customer Relationship Management Suite</b>				
Utility Billing Legacy/Historical Views-Conversion	4	\$125	\$1,000	\$1,500
Utility Billing -Conversion	12	\$125	\$5,500	\$7,000
<b>Personnel Management Suite</b>				
Personnel Management -Payroll Conversion	4	\$125	\$2,250	\$2,750
Personnel Management -Payroll - Legacy.Historical Views Conversion	4	\$125	\$1,000	\$1,500
<b>Income Court Suite</b>				
Court Case Management -Conversion	8	\$125	\$5,000	\$6,000
<b>Total:</b>				<b>\$25,000</b>

**Optional Tyler Software and Related Services**

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
<b>EnerGov</b>						
Business Management -Per User ( 3 )	\$4,500	0	\$0	\$0	\$4,500	\$1,125
Community Development -Per User ( 5 )	\$7,500	0	\$0	\$0	\$7,500	\$1,875
<i>Sub Total:</i>	<i>\$12,000</i>		<i>\$0</i>	<i>\$0</i>	<i>\$12,000</i>	<i>\$3,000</i>
<i>Less Discount:</i>	<i>\$1,200</i>					
<b>TOTAL:</b>	<b>\$10,800</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,000</b>	<b>\$3,000</b>

**Optional Other Services**

Description	Quantity	Unit Price	Extended Price	Maintenance
EnerGov Implementation Services	260	\$125	\$32,500	\$0
<b>TOTAL:</b>			<b>\$32,500</b>	<b>\$0</b>

**Optional Third Party Hardware, Software and Services**

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenance Discount	Total Maintenance
Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	1	\$1,050	\$0	\$1,050	\$203	\$0	\$203
Topaz Signature Pad T-L462 - USB On-Premise Court Sites	2	\$400	\$0	\$800	\$160	\$0	\$160
Panasonic KV-S1015C Color Duplex Document Scanner	2	\$560	\$0	\$1,120	\$0	\$0	\$0
<b>TOTAL:</b>				<b>\$2,970</b>			<b>\$363</b>



Population size 13700  
1200 violation per year

- Incode Court Online component displays citations for payment, payment plans, payment options, deferred disposition. Make payments, collects pleas from defendants, security SSL(secure socket layer), payment processing (credit card), and payment packet is created to be imported to Court system. Note that the defendant pays \$2.50-\$3.50 fee per transaction for payment on-line.
- Incode Notification for Courts ( \$.20 per violation) - defendant notification by phone. Calls can be made for citation issued, court date reminders, court date missed and notification of next step, warrant issued, and payment plan due date reminder etc. Case is updated after each call. Call can be taken live, a message left, or no answer (court creates unique message for each call type and call can be in English or Spanish). The call can go to the attorney rather than the defendant. Incode Notification for Courts (\$.20 per text) - Defendant notification by text. Text can be made for the citation issues, court date reminder, court date missed and notification of next step, warrant issued, and payment plan due date reminder. Note: The Court will be billed by Tyler Technologies quarterly for the calls/texts conducted. The Court will be allowed 2 call campaigns in the first 30 days at no charge. Tyler will assist with the setup and creation of the campaigns. Trial offer is free for 30 days and the campaign is limited to a one year time frame. Both campaigns must be used within the 30 day time frame. If more than 2 campaigns are used, then the customer will be billed for the additional campaigns.
- Court Case Management conversion includes basic case data.
- Travel Expenses are billed as incurred based on Federal IRS per diem standards.
- Core Financials includes general ledger, budget prep, bank recon, AP, Express, CellSense, a standard forms pkg, output director, positive pay, secure signatures (qty 2).
- Utility CIS System includes collections, tax lien process and import, utility payment import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
- Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)
- General Ledger conversions include Chart of Accounts - additional fee for historical views.
- Accounts Payable conversions include Vendor Master Only - additional fee for historical views.
- Personnel Management/Payroll conversions include employee master, deductions/taxes, retirement, current leave totals, current direct deposit - additional fee for historical views.
- Utility Billing conversions include contacts/properties/accounts, service meter info - meter inventory, transaction/consumption/read history (2 Years), metered services (1 metered service), non-metered service (up to 2 services). Additional fee for historical views.



## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

### 1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 *Subscription Fees:* Your initial subscription fees for Tyler Notify are invoiced when we make the product available to you. Subsequent subscription fees are due annually in advance on the anniversary of that date at our then-current rates.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

### 2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services:* Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.6 *Change Management Services:* If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance:* The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Tyler Notify Minutes and Messages:* Tyler Notify Minutes and Messages are invoiced when we make Tyler Notify available to you. Subsequent fees for minutes and messages, at our then-current rates, will be due when you request additional minutes and messages and they are made available to you.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104  
ABA: 121000248  
Account: 4124302472  
Beneficiary: Tyler Technologies, Inc. – Operating



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

##### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

##### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

## 5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

## 6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.





## Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide telephone support during our established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
  - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
  - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
  7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

## Issue Handling

### Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

### Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

### *Incident Escalation*

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

### *Remote Support Tool*

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



## Exhibit D MyGovPay/VirtualPay and IVR

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

**"Merchant Agreement"** means the agreement between Customer and Persolvent that provides for the Merchant Fees.

**"Merchant Fees"** means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

**"MyGovPay"** means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.

**"Persolvent"** means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

**"Use Fees"** means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

**"VirtualPay"** means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

**USE FEES TABLE FOLLOWS ON NEXT PAGE**

**Use Fees**

**EnerGov’s MyGovPay (Online / card-not-present payments)\*\***

	<b>MyGovPay (Online Payments)</b>	<b>MyGovPay (Online Payments)</b>
	Percentage Based Fee	+ Transaction Fee
<b>Option 1: Government Entity Paid</b>	2.79%	\$0.20
<b>Option 2: Patron Paid</b>	3.29%	N/A

\*\*ACH processing is available for a fee of \$20 per month and \$0.30 per transaction.

**EnerGov’s VirtualPay (retail card present)**

	<b>VirtualPay (Retail Payments)</b>	<b>Virtual Pay (Retail Payments)</b>
	Percentage Based Fee	+ Transaction Fee
<b>Option 1: Government Entity Paid</b>	2.59%	\$0.15
<b>Option 2: Patron Paid</b>	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below \$30, Contractor reserves the right to apply an additional \$0.20 service fee above the quoted rates above.

3. **Interactive Voice Response (“IVR”).** If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

- (a) **Network Security.** Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer’s content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers’ content is or will be transmitted or stored.
- (b) **Content.** Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
- (c) **Lawful Purposes.** Customer shall not use the IVR system for any unlawful purpose.
- (d) **Critical Application.** Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.
- (e) **No Harmful Code.** Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.
- (f) **IVR WARRANTY.** Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.



## Exhibit E

### Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary of your License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.
  - 1.1. *Web Services*: Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
  - 1.2. *Court On-Line*: Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our InCourt Municipal Court System.
2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.
5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.
6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.



7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.



**Exhibit F**  
**Statement of Work**

# Statement of Work

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*Tyler Technologies*

## Prepared for:

**City of St. Helens, OR**  
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## Prepared by:

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# 1 Executive Summary

## 1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer City of St. Helens, OR the opportunity to make the St. Helens more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

## 1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the St. Helens’s functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
Incode	Financials
Incode	Personnel Management
Incode	Utility Billing
Incode	CRM
Incode	Court
Tyler Content Manager	Document Management
EnerGov	Permitting & Land Management
EnerGov	Licensing & Regulatory Management

## 1.1 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

## 1.2 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute’s (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.



Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the St. Helens’s complexity, and organizational needs.

## 2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the St. Helens collaborate to resolve project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the St. Helens steering committee become the escalation points to triage responses prior to escalation to the St. Helens and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The St. Helens and Tyler executive sponsors serve as the final escalation point.

### 2.1 Client Governance

Depending on the St. Helens’s organizational structure and size, the following governance roles may be filled by one or more people:

#### 2.1.1 Client Project Manager

The St. Helens’s project manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The St. Helens project manager(s) will be responsible for reporting to the St. Helens steering committee and determining appropriate escalation points.

#### 2.1.2 Steering Committee

The St. Helens steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the St. Helens project manager(s) and the Project as a whole and through participation in regular internal meetings, the St. Helens steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The St. Helens steering committee also provides support to the St. Helens project manager(s) by communicating the importance of the Project to all impacted departments. The St. Helens steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The St. Helens steering committee also serves as primary level of issue resolution for the Project.

### 2.1.3 Executive Sponsor(s)

The St. Helens's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the St. Helens steering committee, project manager(s), and functional leads to make critical business decisions for the St. Helens.

## 2.2 Tyler Governance

### 2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the St. Helens. As requested by the St. Helens, the Tyler project manager(s) provide regular updates to the St. Helens's steering committee and other Tyler governance members.

### 2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the St. Helens management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

### 2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

## 2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The St. Helens shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the St. Helens does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the St. Helens does not agree the particular Deliverable or Control Point meets requirements, the St. Helens shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The St. Helens shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the St. Helens does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 3 Overall Project Assumptions

### 3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The St. Helens has the ability allocate additional internal resources if needed. The St. Helens also ensures the alignment of their budget and Scope expectations.
- The St. Helens and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned

tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.

- Tyler and St. Helens provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the St. Helens project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the St. Helens project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- St. Helens users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The St. Helens is responsible for making decisions based on the options available.
- In the event the St. Helens may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the St. Helens's responsibility to define, document, and implement.
- The St. Helens makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- The St. Helens will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

## 3.2 Data Conversion

- The St. Helens is readily able to product the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.

- The St. Helens understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the St. Helens may need to correct data scenarios in the Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the St. Helens to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

### 3.3 Data Exchanges, Modifications, Forms and Reports

- The St. Helens ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3<sup>rd</sup> party software or Tyler standard Data Exchange tools may not be available.
- The St. Helens is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

### 3.4 Hardware and Software

- Tyler will initially Install the most current generally available version of the purchased Tyler software.
- The St. Helens will provide network access for Tyler modules, printers, and Internet access to all applicable St. Helens and Tyler project staff.
- The St. Helens has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The St. Helens's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the St. Helens does not meet minimum standards of Tyler's published specifications.

## 3.5 Education

- Throughout the Project lifecycle, the St. Helens provides a training room for Tyler staff to transfer knowledge to the St. Helens's resources, for both onsite and remote sessions. The St. Helens will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the St. Helens will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The St. Helens determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The St. Helens provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a St. Helens provided projector, allowing all attendees the ability to actively engage in the training session.
- The St. Helens testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.
- The St. Helens is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

## 4 Implementation Stages

### 4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "work packages." The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a "Control Point", confirming the work performed during that Stage of the Project.



\* - If included in project scope

# 1.3 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of St. Helens and Tyler Project Management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. St. Helens participation in gathering information is critical. Tyler Project Management teams present initial plans to stakeholder teams at Stage end.

## 1.3.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns project manager(s). Tyler provides the St. Helens with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. St. Helens participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler project manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the St. Helens’s team. During this step, Tyler will work with the St. Helens to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler project manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												



### 1.3.2 System Infrastructure Planning

The St. Helens provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the St. Helens’s site. The St. Helens completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Provide system hardware specifications			I					R	A			I							C		
Make hardware available for Installation			I					C				A							R		
Install system hardware, if applicable			I					C				A							R		
Complete system infrastructure audit			I					C				A							R		

### 1.3.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler project manager(s) deliver an Implementation Management Plan, which is mutually agreeable by St. Helens and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

### 1.3.4 Project Schedule

Client and Tyler will mutually develop an initial Project Schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project Schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

### 1.3.5 Stakeholder Presentation

St. Helens stakeholders join Tyler project manager(s) to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, Project Schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

## 1.3.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 1.3.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
  - Objective: Update and deliver baseline management plans to reflect the approach to the St. Helens's Project.
  - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
  - Acceptance criteria: St. Helens reviews and acknowledges receipt of Implementation Management Plan.
- Project Plan/Schedule
  - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
  - Scope: Task list, assignments and due dates
  - Acceptance criteria: St. Helens acceptance of schedule based on St. Helens resource availability and Project budget and goals.

### 1.3.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

# 1.4 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current St. Helens business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring St. Helens collaboration. The St. Helens shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

## 1.4.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Assess & Define																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I								A	R		I					C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

## 1.4.2 Current/Future State Analysis

St. Helens and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the St. Helens, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan				I	I						C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

### 1.4.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the St. Helens’s Legacy System Applications to the Tyler system. Tyler staff and the St. Helens work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		



## 1.4.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler’s responsibility to ensure the Tyler programs operate correctly. It is the St. Helens’s responsibility to ensure the third party program operates or accesses the data correctly.

The St. Helens and Tyler project manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3 <sup>rd</sup> Party Data Exchange Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

## 1.4.5 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The St. Helens reviews the specifications and confirms they meet St. Helens’s needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler’s intention is to minimize Modifications by using Standard functionality within the Application, which may require a St. Helens business process change. It is the responsibility of the St. Helens to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for St. Helens approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the St. Helens will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

## 1.4.6 Forms & Reports Planning

St. Helens and Tyler project manager(s) review Forms and Report needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either St. Helens-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Review required Forms output			A	R									C	I	C				I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C						
Review in Scope Reports			A	R								I	C		C						
Identify additional Report needs			I	C								A	R		C						
Add applicable tasks to Project schedule	A	R	I			C						C	I		I				I		

## 1.4.7 System Deployment

The Tyler Technical Services team Installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

## 1.4.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 1.4.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
  - Objective: Gather and document information related to St. Helens business processes for current/future state analysis as it relates to Tyler approach/solution.
  - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
  - Acceptance criteria: St. Helens acceptance of completed Questionnaire based on thoroughness of capturing all St. Helens business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
  - Objective: Define data conversion approach and strategy.
  - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
  - Acceptance criteria: Data conversion document(s) delivered to the St. Helens, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
  - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the St. Helens's needs.
  - Scope: Design solution for Modification.
  - Acceptance criteria: St. Helens accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements.
- Completed Forms options and/or packages
  - Objective: Provide specifications for each St. Helens in Scope form, Report and output requirements.
  - Scope: Complete Forms package(s) included in agreement and identify Report needs.
  - Acceptance criteria: Identify Forms choices and receive supporting documentation.
- Installation checklist
  - Objective: Installation of purchased Tyler software.
  - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the St. Helens is hosted.
  - Acceptance criteria: Tyler software is successfully installed and available to authorized users, St. Helens team members are trained on applicable system administration tasks.

### 1.4.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed.

- Fundamentals review is complete.
- Required Form information complete and provided to Tyler.
- Current/Future state analysis completed; Questionnaires delivered and reviewed.
- Data conversion mapping and extractions completed and provided to Tyler.

# 1.5 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the St. Helens’s needs identified during the Assess and Define Stage, preparing the St. Helens for Final Testing and Training.

## 1.5.1 Configuration & Power User Training

Tyler staff collaborates with the St. Helens to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the St. Helens Power Users to prepare them for the Validation of the software. The St. Helens collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Build & Validate																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

## 1.5.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the St. Helens, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the St. Helens reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the St. Helens to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Write and run data conversion program against Client data		A	I	C	R														C		
Complete initial review of data errors		A	I	C	R							I	I						C		
Review data conversion and submit needed corrections			I	C	I							A	C		R				C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C				C		



### 1.5.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the St. Helens tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3 <sup>rd</sup> Party Data Exchange Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 <sup>rd</sup> Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 <sup>rd</sup> party Data Exchange(s)			I	C								A	C	I	R			C		

### 1.5.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the St. Helens for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Modification Delivery & Validation, if contracted																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Develop and deliver contracted modified program(s)		A	I	C	I		R					I	C	I	C				I		C
Test contracted modified program(s) in isolated database				I	C			C				A	C		R				C		
Report discrepancies between specification and delivered contracted modified program(s)				I	I			I				A	R		C				C		
Make corrections to contracted modified program(s) as required		A	I	C	I		R					I	C		C				I		

## 1.5.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the St. Helens tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Forms & Reports Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report training			A	R								I	C		C			I		
Test Standard Forms & Reports			I	C		C						A	C		R			C		

## 1.5.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 1.5.6.1 Build & Validate Stage Deliverables

- Initial data conversion
  - Objective: Convert Legacy System data into Tyler system.
  - Scope: Data conversion program complete; deliver converted data for review.
  - Acceptance criteria: Initial error log available for review.
- Data conversion verification document
  - Objective: Provide instructions to the St. Helens to verify converted data for accuracy.
  - Scope: Provide self-guided instructions to verify specific data components in Tyler system.
  - Acceptance criteria: St. Helens accepts data conversion delivery; St. Helens completes data issues log.
- Installation of Modifications on the St. Helens's server(s) \*except for hosted Clients
  - Objective: Deliver Modification(s) in Tyler software.
  - Scope: Program for Modification is complete and available in Tyler software, Modification testing.
  - Acceptance criteria: Delivery of Modification(s) results in objectives described in the St. Helens-signed specification.
- Standard Forms & Reports Delivered
  - Objective: Provide Standard Forms & Reports for review.
  - Scope: Installation of all Standard Forms & Reports included in the Agreement.
  - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4.

### 1.5.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed.
- Standard Forms & Reports delivered and available for testing in Stage 4.
- Data conversions (except final pass) delivered.
- Standard 3<sup>rd</sup> party Data Exchange training provided.
- Modifications delivered and available for testing in Stage 4.
- The St. Helens and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

# 1.6 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the St. Helens review the final Cutover plan. A critical Project success factor is the St. Helens understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

## 1.6.1 Cutover Planning

St. Helens and Tyler project manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the St. Helens for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	I	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C							I	I	C	C	I	I			C	

## 1.6.2 User Acceptance Testing (UAT)

The St. Helens performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept modified program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

### 1.6.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day St. Helens processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. St. Helens users who attended the Tyler sessions may train any St. Helens users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

## 1.6.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 1.6.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
  - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
  - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing.
  - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
  - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
  - Scope: Testing steps for Standard business processes.
  - Acceptance criteria: Testing steps have been provided for Standard business processes.

### 1.6.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed.
- Modification(s) tested and accepted, if applicable.
- Standard 3<sup>rd</sup> party Data Exchange programs tested and accepted.
- Standard Forms & Reports tested and accepted.
- User acceptance testing completed.
- End User training completed.



## 1.7 Production Cutover (Stage 5)

St. Helens and Tyler resources complete tasks as outlined in the Production Cutover Plan and the St. Helens begins processing day-to-day business transactions in the Tyler software. Following Production Cutover, the St. Helens transitions to the Tyler support team for ongoing support of the Application.

### 1.7.1 Final Data Conversion, if applicable

The St. Helens provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The St. Helens may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I				C	
Validate final pass of data			I	C	C						I	A	C		R				C	
Load final conversion pass to Production environment			I		I						I	A	C	I	C				R	

## 1.7.2 Production Processing & Assistance

Tyler staff collaborates with the St. Helens during Production Cutover activities. The St. Helens transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Production Processing & Assistance																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

### 1.7.3 Transition to Tyler Support

Tyler project manager(s) introduce the St. Helens to the Tyler Support team, who provides the St. Helens with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

### 1.7.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler project manager(s) collaborate with St. Helens project manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-Production Services, if applicable																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

## 1.7.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

### 1.7.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
  - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
  - Scope: Final passes of all conversions completed in this Phase.
  - Acceptance criteria: Data is available in production environment.
- Support transition documents
  - Objective: Define strategy for on-going Tyler support.
  - Scope: Define support strategy for day-to-day processing, conference call with St. Helens Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.
  - Acceptance criteria: the St. Helens receives tools to contact support and understands proper support procedures.

### 1.7.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered.
- Processing is being done in Tyler production.
- Transition to Tyler support is completed.
- Post-live services have been scheduled, if applicable.

## 1.8 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The St. Helens moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

### 1.8.1 Close Phase/Project

The St. Helens and Tyler project manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler project manager(s) review the Project budget and status of each contract Deliverable with the St. Helens project manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

## 1.8.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

### 1.8.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
  - Objective: Provide comparison of contract Scope and Project budget.
  - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
  - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

### 1.8.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned.
- Phase/final Project budget has been reconciled.
- Tyler Deliverables for the Phase/Project are complete.

## 2 Roles and Responsibilities

### 2.1 Tyler Roles and Responsibilities

Tyler assigns project manager(s) prior to the start of each Phase of the Project. The project manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

#### 2.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the St. Helens's overall organizational strategy.
- Authorizes required project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the St. Helens's executive sponsor.

#### 2.1.2 Tyler Implementation Management

- Acts as the counterpart to the St. Helens steering committee.
- Assigns initial Tyler project personnel.
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process.
- Attends St. Helens steering committee meetings as necessary.
- Provides support for the project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.

#### 2.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
  - Validates contract compliance throughout the Project.
  - Ensures Deliverables meet contract requirements.
  - Acts as primary point of contact for all contract and invoicing questions.
  - Prepares and presents contract milestone sign-offs for acceptance by St. Helens project manager(s).
  - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning



- Update and deliver Implementation Management Plan.
- Defines project tasks and resource requirements.
- Develops initial project schedule and full scale Project Plan .
- Collaborates with St. Helens project manager(s) to plan and schedule project timelines to achieve on-time implementation.
- Implementation Management
  - Tightly manages Scope and budget of Project; establishes process and approval matrix with the St. Helens to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
  - Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
  - Establishes risk/issue tracking/reporting process between the St. Helens and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the St. Helens any items that may impact the outcomes of the Project.
  - Collaborates with the St. Helens’s project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
  - Sets a routine communication plan that will aide all project team members, of both the St. Helens and Tyler, in understanding the goals, objectives, current status and health of the project.
- Team Management
  - Acts as liaison between project team and Tyler manager(s).
  - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
  - Provides direction and support to project team.
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
  - Assesses team performance and adjusts as necessary.
  - Interfaces closely with Tyler developers to coordinate program Modification activities.
  - Coordinates with in Scope 3<sup>rd</sup> party providers to align activities with ongoing project tasks.

#### 2.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the St. Helens following configuration.
- Assists during Production Cutover process and provides production support until the St. Helens transitions to Tyler Support.
- Provides product related education.

- Effectively facilitates training sessions and discussions with St. Helens and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the St. Helens's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

### 2.1.5 Tyler Sales

- Provide sales background information to Implementation during Project initiation.
- Support Sales transition to Implementation.
- Provide historical information, as needed, throughout implementation.

### 2.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal.
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system.
- Provides issue analysis and general product guidance.
- Tracks issues and tickets to timely and effective resolution.
- Identifies options for resolving reported issues.
- Reports and escalates defects to Tyler Development.
- Communicates with the St. Helens on the status and resolution of reported issues.

## 2.2 St. Helens Roles and Responsibilities

St. Helens resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

### 2.2.1 St. Helens Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy.
- Champions the Project at the executive level to secure buy-in.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the St. Helens steering committee level as part of the escalation process.
- Actively participates in organizational change communications.

### 2.2.2 St. Helens Steering Committee

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.

- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - St. Helens Policies

### 2.2.3 St. Helens Project Manager

The St. Helens shall assign project manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the St. Helens project manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from St. Helens to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
  - Validates contract compliance throughout the Project.
  - Ensures invoicing and Deliverables meet contract requirements.
  - Acts as primary point of contact for all contract and invoicing questions.
  - Signs off on contract milestone acknowledgment documents.
  - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning
  - Review and acknowledge Implementation Management Plan.
  - Defines project tasks and resource requirements for St. Helens project team.
  - Collaborates in the development and approval of the initial Project Plan and Project Plan.
  - Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.
- Implementation Management
  - Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
  - Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
  - Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the St. Helens and Tyler and takes all necessary steps to proactively mitigate

- these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.
  - Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
  - Routinely communicates with both St. Helens staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.
- Team Management
  - Acts as liaison between project team and stakeholders.
  - Identifies and coordinates all St. Helens resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
  - Provides direction and support to project team.
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
  - Assesses team performance and takes corrective action, if needed.
  - Provides guidance to St. Helens technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
  - Coordinates in Scope 3<sup>rd</sup> party providers to align activities with ongoing Project tasks.

## 2.2.4 St. Helens Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Attends and contributes business process expertise for current/future state analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
- Provides business process change support during Power User and End User training.
- Completes performance tracking review with client project team on End User competency on trained topics.
- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to St. Helens project manager.
- Prepares and Validates Forms.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Presentation
  - Implementation Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register

- Escalation of issues
- Communication with Tyler project team
- Coordination of St. Helens resources
- Attendance at scheduled sessions
- Change Management activities
- Modification specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

### 2.2.5 St. Helens Power Users

- Participate in Project activities as required by the project team and project manager(s).
- Provide subject matter expertise on St. Helens business processes and requirements.
- Act as subject matter experts and attend current/future state and validation sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout Project.
- Participate in Conversion Validation.
- Test all Application configuration to ensure it satisfies business process requirements.
- Become Application experts.
- Participate in User Acceptance Testing.
- Adopt and support changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Demonstrate competency with Tyler products processing prior to Production Cutover.
- Provide knowledge transfer to St. Helens staff during and after implementation.

### 2.2.6 St. Helens End Users

- Attend all scheduled training sessions.
- Become proficient in Application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Utilize software to perform job functions at and beyond Production Cutover.

### 2.2.7 St. Helens Technical Support

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Extracts and transmits conversion data and control reports from St. Helens's Legacy System per the conversion schedule set forth in the Project Plan.
- Coordinates and adds new users and printers and other Peripherals as needed.
- Validates all users understand log-on process and have necessary permission for all training sessions.
- Coordinates Interface development for St. Helens third party Data Exchanges.
- Develops or assists in creating Reports as needed.

- Ensures onsite system hardware meets specifications provided by Tyler.
- Assists with software Installation as needed.

### 2.2.8 St. Helens Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps.
- Becomes familiar with Tyler’s releases and updates.
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the St. Helens’s Software Upgrade process.
- Assists with the Software Upgrade process during implementation.
- Manages Software Upgrade activities post-implementation.
- Manages Software Upgrade plan activities.
- Coordinates Software Upgrade plan activities with St. Helens and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder sign-offs to upgrade production environment.

### 2.2.9 St. Helens Project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

### 2.2.10 St. Helens Change Management Lead

- Validates users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

### 3 Glossary

Word or Term	Definition
<b>Accountable</b>	The person who is ultimately accountable for decisions being made on a task.
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
<b>Build Blueprint</b>	A document recording future state decisions intended to allow Tyler to satisfy business needs/requirements during the Build & Validate Stage through configuration and setups to develop the final solution. A means for the St. Helens to Validate what was agreed to be in Scope has been Delivered.
<b>Business Requirements Document</b>	A specification document used to describe St. Helens requirements not available through Tyler software functionality, which will lead to a Modification with St. Helens acceptance.
<b>Change Control</b>	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
<b>Change Management</b>	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
<b>Change Request</b>	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
<b>Consulted</b>	Anyone who must be consulted with prior to a decision being made and/or the task being completed
<b>Consumables</b>	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
<b>Control Point</b>	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met, or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
<b>Data Exchange</b>	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
<b>Data Mapping</b>	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
<b>Deliverable</b>	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
<b>End User</b>	The person for whom the software is designed to use on a day-to-day basis.

<b>Forms</b>	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
<b>Imports and Exports</b>	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
<b>Informed</b>	Anyone who will be updated when decisions are made or a task is completed.
<b>Install</b>	References the initial Installation of software files on client servers and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install.
<b>Interface</b>	A real-time or automated exchange of data between two systems.
<b>Legacy System</b>	The system from which a client is converting.
<b>Modification</b>	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
<b>Peripherals</b>	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
<b>Phase</b>	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
<b>Power User</b>	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
<b>Production Cutover</b>	The St. Helens is using the Tyler software to conduct daily operations.
<b>Project</b>	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
<b>Project Plan</b>	The Project Plan serves as the master roadmap for the Project. The Project Plan will be the detailed task list of the essential activities to be performed to complete the Project. Each activity will have owner(s), participant(s) if applicable, start date, and due dates. The Project Plan is a living document and will be updated quarterly with the detailed tasks for the next future quarter; only high-level tasks with rough timeframes will be plotted out beyond this.



<b>Project Planning Meeting</b>	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
<b>RACI</b>	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
<b>Reports</b>	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
<b>Responsible</b>	The person who will be completing the task.
<b>Scope</b>	Products and services that are included in the Agreement.
<b>Software Upgrade</b>	References the act of updating software files to a newer software release.
<b>Stage</b>	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
<b>Stakeholder Presentation</b>	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
<b>Standard</b>	Included in the base software (out of the box) package.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
<b>Validation (or to validate)</b>	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
<b>Work Breakdown Structure (WBS)</b>	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

## 4 Tyler Resources Purchased

Tyler's complete EnerGov proposal as set forth in the Investment Summary have been defined within the project as follows:

- Perpetual License: Tyler makes the licensed software available on the project SharePoint site for downloading.
- Estimated Timeline of 12-13 months

### 4.1 Billable Hours and Expenses in Scope

- Project Management Services = 80 resource hours
  - System Configuration Services = 564 resource hours
  - System Administration / Fundamentals Training = resource hours
  - End User Training & Production Support = Inc in Imp resource hours
  - Report Development Services = resource hours
  - Data Conversion Services = 200 resource hours
  - Travel Expense Estimate based on TBD on-site trips (where a "trip" is defined as onsite travel of up to five business days)
- The project plan, addressed below, will give detail on when Tyler expects to be traveling onsite over the course of the project.
  - NOTE: A typical "onsite week" is onsite at the customer site Monday – Thursday at an expected duration of 8 hours per day. Exceptions may apply to best serve the needs of the project.

# 5 TCM Conversion Summary

## 5.1 TCM – Standard

- Up to TBD records
- Up to TBD document type(s)
- All visible fields configured for TCM EE installations or the standard fields that exist for TCM SE installations
- Images and Attachments as described below
- Lookups are imported with the assistance of the consultant
- Conversion from Single System
  - Data from Springbrook
  - Images from

## 6 Incode Conversion Summary

### 6.1 General Ledger – Chart of Accounts

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions

### 6.2 General Ledger – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

### 6.3 Accounts Payable – Vendor Master

- Vendor master information, address, primary contact, and notes

### 6.4 Accounts Payable – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

### 6.5 Personnel Management/Payroll - Standard

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, notes
- Current direct deposit bank information
- Federal and state tax withholding information

### 6.6 Personnel Management/Payroll – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

### 6.7 Utility Billing - Standard

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Parcels
- Account Master - (Average monthly payment, deposits, bank drafts, comments/notes)
- Meters/Services
- Transaction History – Includes current year plus one prior year
- Read History

### 6.8 Utility Billing – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

## 6.9 Court Case Management - Standard

- Name Information (Defendant, Address, Physical Attributes, Identification Numbers, Phone Numbers)
- Vehicle Information (Tag Number, Make, Model, Style, Color, VIN)
- Officer Information (Officer Name, Badge Number, Rank, Email)
- Offense Code Information (Offense Code, Offense Description, Statute/Ordinance)
- Case Information (Citation Number, Case Officer, Violation Date, Violation Location, PD Case Number, Docket Number, Comments)
- Witness Information (Witness Type, Subpoena Date)
- Disposition Information (Case Status, Plea, Judge, Court Location, Conviction Date, Plea Date, Attorney)
- Conversion History Information (Read only format)
- Payment Information (Fines/Fees assessed, Fines/Fees Paid, Non-Cash payments, Receipt Number, Payment Date, Payment Amount)
- Warrant Information (Warrant Type, Issue Date, Served Date, Canceled/Recalled Date, Region Number, Status, Comments, Officer Assigned) – available only when associated with a citation
- Bond Information (Bond Type, Posted Date, Applied/Refunded/Forfeited Date, Bond Number, Posted By, Bond Amount, Status)
- Payment Plan Information (Initial Payment Amount, Payment Date, Next Payment Date, Next Payment Amount) - Tyler will need a copy of the Payment Plan data to determine if the data is clean enough to convert.

**2018**  
**City of St. Helens**  
**Exclusive Towing Agreement**

**City of St. Helens Oregon**

**PO BOX 278**  
**265 Strand Street**  
**St. Helens, OR 97051**

**Drake's Towing & Recovery**

**1965 Old Portland Road**  
**St. Helens, OR 97051**

**TRADE SERVICES CONTRACT AND STANDARD CONTRACT PROVISIONS**

This contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF ST. HELENS, an Oregon municipal corporation, hereinafter called "CITY", and DRAKE'S TOWING & RECOVERY, an Oregon limited liability company, hereinafter called "CONTRACTOR".

**SECTION 1. CONTRACTOR AGREES:**

**1.1 Term.**

Beginning December 6, 2018 and continuing thereafter until December 31, 2019, CONTRACTOR shall perform the services required by this contract. CITY may extend the contract for additional periods of time if it is in CITY's best interest to do so.

**1.2 Activities.**

The services to be provided under this contract shall be those outlined in the Description of Services, attached hereto as Exhibit A and by this reference incorporated herein.

**1.3 Fees.**

For the services provided pursuant to this contract, CONTRACTOR shall charge those fees set forth in Exhibit B and by this reference incorporated herein and as further explained in the Description of Services attached hereto as Exhibit A.

**1.4 Expenditures.**

Extraordinary unbudgeted expenditures, from contracted funds, outside the scope of the work program may be made by CONTRACTOR only with the prior written approval of CITY's City Administrator. CONTRACTOR shall promptly pay all expenses it incurs as a result of this contract and shall comply with all provisions of state law applicable to this contract.

**1.5 Insurance Requirements.**

At all times during the term of this contract, at the sole expense of the CONTRACTOR, CONTRACTOR shall maintain continuously in effect the insurance policies described herein. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage the City may carry. A copy of each policy or a certificate, and copies of endorsements naming the City as an additional insured, satisfactory to the City, shall be delivered to the City prior to commencement of any work or services provided under this contract. The certificates shall specify and document all insurance-related provisions within this Contract. A renewal certificate will be sent to the City 10 days prior to coverage expiration. Unless specified, each policy shall be written on an "occurrence" form. Policies must be underwritten by an insurance company deemed acceptable to the City and admitted to do business in Oregon, or, in the alternative, rated A- or better by AM Best. The City reserves the right to reject any insurance carrier with an unacceptable financial rating. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days

written notice to the City. The 30-day notice of cancellation provision must be physically endorsed on the policy. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limits specified in this contract, City shall have the right to require CONTRACTOR to increase the CONTRACTOR's coverage by an amount equal to the increase in the statutory limit for such claims and to increase the aggregate coverage by twice the amount of the increase in the statutory limit. Failure to maintain any insurance coverage required by this Contract shall be cause for immediate termination of the Contract by the City, but termination shall not relieve CONTRACTOR of its obligation to provide and maintain such coverage, and City shall be entitled to enforce all liability and indemnity provisions of this Contract following such termination. In addition, all requirements concerning insurance and indemnity shall survive the termination of this Contract.

**1.5.1 Commercial General Liability.**

Throughout the term of this Contract, CONTRACTOR shall maintain continuously in a broad commercial general liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence, with an aggregate of \$1 million, for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming the City as an additional insured, on a form satisfactory to City, and expressly provide that the interest of the City shall not be affected by CONTRACTOR's breach of policy provisions. Such policy must be maintained in full force and effect for the duration of this contract, failure to do so shall be cause for immediate termination of this Contract by City. Any additional insured requirements included in this Contract shall both provide completed operations coverage after job completion and coverage that is primary and non-contributory. Claims Made policies will not be accepted.

**1.5.2 Automobile Liability Insurance.**

At all times during the term of this Contract, and at the sole expense of CONTRACTOR, CONTRACTOR shall maintain "Symbol 1" automobile liability coverage including coverage for all owned, hired and non-owned vehicles, equivalent to a combined single limit per occurrence on not less than \$1,000,000 for bodily injury or property damage.

**1.6 Books and Records.**

CONTRACTOR shall keep complete and proper books, records and accounts of all transactions performed as part of this contract and the approved invoices and work program. The books, records and accounts shall be open to inspection by CITY or its designee during normal business hours, and shall remain open to CITY for such inspection for three months following termination of this contract.

**1.6.1 Personnel Records - Driver's History.**

Contractor(s) shall maintain in their business office on-site photocopies of the driver's license of any person who will perform towing services under the contract. Contractor shall have these driver's license copies available for



inspection by the City at any time during normal business hours. The City reserves the right to conduct a background search including a driver history and criminal background check on contractor's officers, agents, and employees providing services to the City. At the City's request, contractor shall remove employees from providing services to the City. Contractor shall promptly notify City when a new employee provides service under this contract, and provide City with a copy of the new employee's driver's license.

**1.7 Availability- Meetings and Inspections.**

CONTRACTOR shall be available for meetings, discussions and program reviews with sufficient notice. CONTRACTOR agrees to allow CITY to inspect CONTRACTOR's facility and equipment at any time during the term of this contract.

**1.8 Assignment.**

The responsibility for performing CONTRACTOR's services under the terms of this contract shall not be assigned, transferred, delegated or otherwise referred by CONTRACTOR to a third person without the prior written consent of CITY.

**1.9 Compliance with law and Standard Contract Provisions.**

CONTRACTOR shall comply with all federal, state and local laws, including St. Helens Municipal Code Regulations relating to business registration. Contractor further agrees to conduct all its affairs in conformance with all federal and state anti-trust and trade regulations and laws, including but not limited to: ORS 646.010 (Anti-Pricing Discrimination), 646.605 et seq (Unlawful Trade Practices), 646.705 et seq (Anti-trust Law) and Title 15 of the United States Code.

**1.10 Health Hazard Notification.**

Contractors who are hired to perform work for the City involving the need to control hazardous materials or enter confined spaces will be informed of our programs and the associated hazards that City staff is aware of. The notification is not designed to take over the contractor's safety responsibilities to his or her employees but to provide appropriate notification under the Oregon OSHA rules.

**SECTION 2. CITY AGREES:**

**2.1 Fee.**

In consideration for the above-described services, CITY agrees to pay CONTRACTOR the fee outlined in Section 1.3 of this contract and as set forth in Exhibit B. 2.2 Terms of Payment. CONTRACTOR shall submit an invoice to the City by the tenth of each month, and City shall make full payment on such invoice within thirty days of its receipt.

**SECTION 3. BOTH PARTIES AGREE:**

**3.1 Budget and Work Plan Approval.**

All approved invoices and work programs shall be in writing.

**3.2 Independent Contractor.**

CONTRACTOR is an independent contractor. CONTRACTOR shall control the manner in which it performs the services herein; however, the nature of the services and the results to be achieved shall be specified by CITY. CONTRACTOR is not to be deemed an employee or agent of CITY and has no authority to make any binding commitments on behalf of CITY except as expressly approved by CITY's City Administrator.

**3.3 Indemnification.**

Contractor agrees to indemnify and defend the CITY, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the sole negligence of the CITY and its employees. Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. CITY shall indemnify CONTRACTOR for any claims for illegal vehicle seizure that are not due, in whole or in part, to Company's own fault or negligence. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

**3.4 Attorney Fees.**

If any administrative proceeding, action, or appeal thereon, is instituted in connection with any controversy arising out of this contract, performance of this contract or failure to perform this contract, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as the court may adjudge reasonable as attorney fees.

**3.5 Ownership and Use of Documents.**

In whatever form they may be produced or stored, any documents prepared in performance of this contract and any supporting and investigative information that is gathered in the performance of this contract, upon completion of the work, or upon termination of this contract, shall be and remain the property of CITY and shall be subject to copyright by CITY at its sole discretion. CONTRACTOR shall be permitted to retain copies, including reproducible copies, of such documents. CONTRACTOR shall treat such documents as if CITY had secured a copyright thereon, and thus will not use the documents in a manner that would constitute copyright infringement. CITY may use the documents prepared hereunder for any purpose, however CONTRACTOR shall have no liability with regard to such documents to the extent they are used or applied outside of the scope of the work unless CONTRACTOR is consulted and offers a professional opinion that the use contemplated is appropriate.

**3.6 Termination.**

Notwithstanding any other provision of this contract to the contrary, CITY may terminate this contract at any time by giving written notice to CONTRACTOR at least ten days in advance of such termination. Written notice shall be effective upon the date the written

notice is actually given to CONTRACTOR. In the event of such termination, compensation shall be based on the services actually performed by CONTRACTOR to the date of termination. If compensation is a total sum, the amount shall be prorated based on the tasks actually performed as of the date of termination. In addition, the CITY may terminate this contract with cause without prior notice to the CONTRACTOR. If terminated for cause, CONTRACTOR may appeal the termination to the CITY's City Administrator.

**3.7 Notices.**

Any notice required to be given under this contract, or required by law, shall be in writing and delivered to the parties at the following addresses:

**CITY OF ST. HELENS**  
City Administrator  
PO BOX 278  
St. Helens, OR 97051

**DRAKE'S TOWING & RECOVERY**  
Ryan Drake  
1965 Old Portland Road  
St. Helens, OR 97051

**3.8 Applicable Laws.**

The laws of the State of Oregon shall be used in construing this contract and enforcing the rights and remedies of the parties.

**3.9 Compliance with State and Federal Laws/Rules.**

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279A and 279B, the provisions of which are hereby made a part of this agreement.

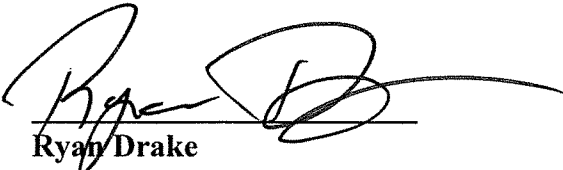
**3.10 Merger.**

There are no other undertakings, promises or agreements, either oral or in writing, other than that which is contained in this contract. Any amendments to this contract shall be in writing and executed by both parties.

**CITY OF ST. HELENS**

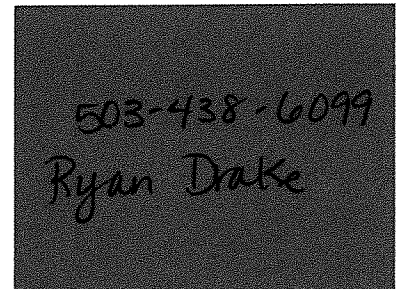
**DRAKE'S TOWING & RECOVER**

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

  
\_\_\_\_\_  
Ryan Drake  
Business Owner

\_\_\_\_\_  
Date

11/19/18  
\_\_\_\_\_  
Date



## EXHIBIT "A"

### DESCRIPTION OF TRADE SERVICES

#### 1. DEFINITIONS:

##### TYPES OF TOWS

- City Tow:** The towing of any City-owned vehicle.
- Penalty Tow:** The towing of a vehicle due to violation of law or a court order. This includes, but is not limited to, tows for no insurance, driving while suspended or revoked, driving under the influence of intoxicants and parking violations.
- Police Tow:** The towing or storage at the request by the St. Helens Police Department to secure any vehicle involved in a police investigation. This includes recovered stolen vehicles, vehicles impounded for evidence and vehicles impounded for forfeiture proceedings.
- Non-Preference Tow:** Towing on behalf of any vehicle owner, or person entitled to possession thereof, which is requesting towing services without preference for a particular towing company and at the expense of the owner or person entitled to possession of the vehicle.

##### CLASS OF TOWS

- Class A Tows:** The towing of vehicles having Gross Vehicle Weight Rating ("GVWR") of under 10,000 pounds (Class A Tow is required)
- Class B Tows:** The towing of vehicles having Gross Vehicle Weight Rating ("GVWR") of 10,000 pounds - 26,000 pounds (Class B Tow is required)
- Class C Tows:** The towing of vehicles having Gross Vehicle Weight Rating ("GVWR") of over 26,000 pounds (Class C Tow is required)
- Class D** all weights shall comply with ORS 818.010

##### VEHICLE

Includes, but is not limited to cars, trucks, vans, motorcycles, recreational vehicles, motor homes or other types of mechanized equipment and related accessories.

**2. SERVICES:**

The Contractor(s) shall tow, upon City request, any Penalty Tow, Police Tow, City Vehicle Tow or Non Preference Tow.

- 2.1** The Contractor(s) agrees to furnish towing, storage, and other related services as set out below when requested to do so by the City, or when requested to do so by the City on behalf of the vehicle owner or person in possession (sometimes called "Customer") of the vehicle and the City agrees to call or cause the Contractor to be called for such towing services subject to the following scope of services.
- 2.2** The Contractor(s) must have obtained a Letter of Appointment issued by the Oregon State Police for placement on their Non-Preference Towing list. If at any time the Letter of Appointment issued by the Oregon State Police expires, is suspended, revoked, or made invalid for any other reason, the Contractor shall immediately notify the Contract Administrator. This situation may result in contract termination.
- 2.3** Contractor(s) shall perform all tows in a safe and courteous manner and shall not negligently cause damage to the persons or property of others in performance of the contract.
- 2.4** Contractor(s) shall maintain in their business office on-site photocopies of the driver's license of any person who will perform towing services under the contract. Contractor shall have these driver's license copies available for inspection by the City at any time during normal business hours. The City reserves the right to conduct a background search including a driver history and criminal background check on contractor's officers, agents, and employees providing services to the City. At the City's request, contractor shall remove employees from providing services to the City. Contractor shall promptly notify City when a new employee provides services under this contract and provide City with a copy of the new employee's driver's license.
- 2.5** The City reserves the right to call other towing companies other than Contractor if City, in its sole discretion, determines additional service is needed for any occasion that cannot be served timely by the Contractor. The City reserves the right to inspect Contractor's facility and equipment, and conduct background investigations to include a driver history and a criminal background check on the Contractor's officers, agents and employees at any time during the term of the contract.
- 2.6** Contractor(s) shall not interfere with other Contractors performing towing services.
- 2.7** Contractor(s) may not solicit tows at the scene of an accident. However, anyone may render assistance without charge at the scene of an accident to clear a public street or highway.
- 2.8** Contractor(s) shall provide service 24 hours a day, seven days a week.

- 2.9** Contractor(s) shall not subcontract its work under this Contract, in whole or in part. The only exception is under Class "C" when the Contractor may request assistance but must remain the primary recovery vehicle.
- 2.10** When the Contractor is called to perform services under this contract, the Contractor will indicate whether Contractor is available to perform the tow. Contractor shall be deemed available when:
- 2.10.1** Contractor has a truck and driver free to be immediately sent to the location of the requested tow.
- 2.10.2** Contractor has adequate storage space to accommodate the vehicle.
- 2.11** The Contractor agrees to process and record the status, condition, and disposition of all vehicles towed under the contract and upon demand of the City, shall release said records to the City. Records shall be retained in Contractor's business office for a period of two years.
- 2.12** The Contractor agrees that towing service includes the removal of all dirt, glass, and other debris upon the street attributable to the vehicle being towed or resulting from the tow. That will include all vehicle parts associated with that vehicle.
- 2.13** The contract does not require the Contractor to clean up any hazardous spills or materials. The City will take reasonable steps to notify the Contractor when it knows that there has been a release of hazardous substances at a tow site.
- 2.14** Contractor must be licensed as necessary in the State of Oregon to perform this contract.

### **3. FACILITIES AND STORAGE:**

- 3.1** Contractor shall maintain a fenced storage, secure, alarmed, and monitored indoor storage area, and office facility located within 5 miles of the City limits. The Contractor shall have a fenced storage area, secure and monitored indoor storage, tow trucks and drivers, manager, full time office employee(s), and office facility, none of which are used by any other towing Contractor or towing company. The Contractor must be on a separate tax lot, have a separate street address, and have separate physical buildings from any other towing contractor or towing company.
- 3.2** Contractor shall maintain a business office open to the public for the release of towed and stored vehicles between 8:00 a.m. and 5:00 p.m., Monday through Friday (City holidays excepted).
- 3.3** Contractor shall maintain a telephone number answered at all times during normal business hours and an answering service for afterhours calls.

- 3.4** Contractor shall maintain a facsimile machine capable of receiving at all times.
- 3.5** Contractor shall maintain a clean indoor customer waiting area with seating for at least one person.
- 3.6** Contractor's facilities shall be in conformance with all applicable land use requirements.
- 3.7** The contractor's primary indoor and outdoor storage facility and business office shall be located within 5 miles of the St. Helens city limits. The Contractor may utilize a storage area outside of the city limits in cases of storage area limitations so long as the vehicle is readily accessible to the customer without additional charges. The Contractor shall exercise reasonable care to protect stored vehicles, and the contents thereof from vandalism, theft, or burglary. The Contractor may remove property from a vehicle to a place of safekeeping to protect such property from theft or loss and the Contractor may remove a mechanical part, such as a battery or distributor rotor, from the vehicle if they deem it necessary to prevent the unauthorized removal of the vehicle. In all cases, the Contractor shall make an inventory of the property or parts removed and a copy of such inventory shall be furnished to any persons seeking to redeem the vehicle or property. Removed property shall be returned to the owner/Customer immediately upon request. Any parts removed must be returned and reinstalled at the Contractor's expense at the time the vehicle is redeemed.
- 3.8** For purposes of this Contract, reasonable care means, at a minimum:
- 3.8.1** Having a fence at least six feet tall with barbed wire along the top edge, free of holes or weak spots which could allow unauthorized entry.
- 3.8.2** Equipping all gates, doors, and other openings into storage facilities with locks and securing facilities against unauthorized entry during times when the Contractor's personnel are not present at the facility.
- 3.8.3** When vehicle door keys are available, locking car doors and keeping keys in an areas protected from unauthorized entry; closing open car windows and sunroofs; using tarps to protect vehicles with broken windows or un-closeable sunroofs. No additional fees shall be charged for these services.
- 3.8.4** Contractor shall have secure, alarmed, and monitored indoor storage for at least two vehicles with the following requirements:
- 3.8.4.1** Floored with pavement, concrete, or sealed decking;
- 3.8.4.2** Fully secured from weather and unauthorized entry;
- 3.8.4.3** Clearly marked as prohibiting unauthorized entry;
- 3.8.4.3** Free of dirt, dust, oil spills, animal waste, and loose items such as but not limited to auto parts; and

**3.8.4.4** Protected from contamination by foreign substances.

- 3.9** The outdoor primary storage facilities should be at least 5,000 sq. ft. and shall be capable of accommodating vehicles to be stored as follows:
- 3.9.1** All storage areas shall be reasonably protected to safeguard vehicles and contents.
  - 3.9.2** All streets and places adjacent to such facilities shall at all times be kept clear of vehicles that are in the custody of the Contractor.
  - 3.9.3** No change of location of the designated storage facilities or use of additional facilities shall be made without written notice to and approval of the City.
- 3.10** If Contractor's primary storage facilities are filled to capacity, Contractor may remove vehicles held longer than 48 hours, excluding holidays and weekends, to the designated storage facilities of another towing company or secondary storage lot with equivalent storage facilities. Such a re-tow shall not be subject to charge, and notification of the new storage location shall be given within one hour from the time such re-tow is made to any party provided information as to the initial storage location.
- 3.11** Contractor must have an identification sign in plain view at its business office including the company name, regular business hours, a telephone number for afterhours information and, if applicable, that there will be a service charge for releases after regular business hours.

**4. RELEASE OF VEHICLES AND CONTENTS - ALL CLASSES**

- 4.1** Once hookup is complete, Contractor may refuse to release any vehicle, except a vehicle owned by the city, in Contractor's possession until Contractor receives payment of all charges from the owner/Customer or other claimant, in accordance with Oregon Law. Contractor shall obtain written authorization for such release from the City except in the case of non-preference tows.

**5. RATES - ALL CLASSES**

- 5.1** Contractor will only charge the City or the Owner the rates as per the contract, as provided in Exhibit "B". Contractor will be subject to audits by both the City of St. Helens and designated outside auditors on the pricing applied. If Contractor refuses access to their billing files and or, by audit findings, consistently bill beyond the rates in Exhibit "B" the Contractor will be removed from the list of approved contractors for towing services for the City of St. Helens.
- 5.2** Class A tow is under 10,000 gross vehicle weight rating (GVWR) of the vehicle being towed; Class B tow is from 10,000 - 26,000 GVWR of the vehicle being towed; Class C



tow is over 26,000 GVWR of the vehicle being towed. No additional administrative fees, hidden fees or other fees not listed per the contract may be charged.

- 5.3** The lowest price required by the vehicle size or condition will be charged. For example, if a Class B rated truck is used to tow a vehicle which could be towed by a Class A rated truck, the lower Class A price will be charged. Costs for additional services performed not required by the situation also may not be charged. For example, if dollies are used when not necessary or if indoor storage is provided when not required, then no charge may be made for the use of such equipment. Based on the information provided to the tow company at the time the tow is dispatched.
- 5.4** Recovery - A per hour rate shall be the same as the base rate for the class of vehicle towed. Recovery rates are for winching or turning over any vehicle which may be off a normal roadway, requiring the Contractor to use additional vehicles, lengths of cable, air recovery cushions, chokers, shackles, and additional chains other than required in a normal tow procedure. Recovery time ends when the tow is hooked up.
- 5.5** Storage charges are based on any part of a 24-hour calendar day:
- 5.5.1** An after Hours Release Charge may be charged any time an owner requests access to their vehicle after normal business hours.
- 5.5.2** Only billings for towing and storage which are correctly completed with the charges authorized by the contract may be charged by a contractor.
- 5.5.3** Billings will include license number, issuing state, make, model, year, body style, class of tow, and incident number. In the absence of a license plate, the vehicle identification number shall be supplied. Handwriting must be legible. Billings which fail to comply with the contract shall be returned for correction prior to any payment being made.

## **6. DISPATCHING -ALL CLASSES**

- 6.1** Contractors shall be dispatched by Columbia County Communications or via the telephone by a St. Helens Police Department representative(s). Contractors shall maintain a telephone number that will be answered 24 hours a day, 7 days a week.
- 6.2** Each towing request shall include license number, issuing state, make, model, year, body style, color and the location of said vehicle. In the absence of a license plate, the vehicle identification number will be supplied.
- 6.3** Dispatch will not verify "cancellations" or "dry runs" for Contractors. A cancellation or a dry run occurs when a Contractor is cancelled from the tow by the City prior to any actual services being rendered at the scene. Notification of "cancellations" or "dry runs" will only be accepted from the City.

- 6.4** Contractor shall have the Contractor's truck arrive at the requested location within twenty minutes of the receipt of the call at the towing dispatch service. This time limit may be extended by the City where delay is caused by factors outside the control of the Contractor.
- 6.5** Contractor(s) shall maintain a minimum of **one** operable tow truck of a Class A or larger rating. The contractor shall not share these tow trucks with any other towing company or business.
- 6.6** Contractor shall comply with all equipment and inspection requirements of Oregon Administrative Rules 257-050.

**EXHIBIT "B"****RATES****1.0 CITY OF ST. HELENS FLEET RATE TOWING. UP TO 10,000 LBS**

<b>Lockout:</b>	\$60
<b>Tire Change:</b>	\$75
<b>Jumpstart:</b>	\$50
<b>Towing Minimum:</b>	\$100
<b>Mileage Loaded:</b>	\$5 per Loaded Mile
<b>En-route Miles:</b>	\$2.50 per mile (First 10 miles free)
<b>Dollies/Stakes:</b>	\$50
<b>Outside Storage:</b>	\$50 per day
<b>Inside Storage:</b>	\$150 per day
<b>Dispatch Fee:</b>	\$5
<b>Labor/Cleanup:</b>	\$100 per hour (\$25 Minimum)
<b>Roll over/Upright:</b>	\$150
<b>Special Recovery:</b>	\$150 per hour
<b>Remove Driveline:</b>	\$50
<b>Re-tow:</b>	\$100 + \$5 per mile
<b>Gate fee (during business hours):</b>	\$50
<b>Gate fee (after hours):</b>	\$100
<b>Hook-up fee:</b>	\$100
<b>Flat Bed Hook Fee:</b>	\$100
<b>Winching:</b>	\$100 per hour (\$50 Minimum)

**2.0 CITY OF ST. HELENS FLEET RATE TOWING. OVER 10,000 LBS****Semi Tows**

<b>Hook-up Fee:</b>	\$300
<b>Loaded Mile:</b>	\$6 per mile
<b>Remove Driveline:</b>	\$50

**Semi Recovery**

<b>Winch Semi Recovery:</b>	\$300 per hour
<b>Rotator Semi Recovery:</b>	\$500 per hour

**3.0 CITY OF ST. HELENS POLICE IMPOUNDS**

Oregon state police non-preference tow list. 24 hour towing service price list. For class A, B, and D-A

<b>Towing Minimum:</b>	\$150
<b>Mileage One-Way:</b>	\$6 per loaded mile

<b>En-Route Miles:</b>	\$2.50 per mile (First 10 Miles Free)
<b>Dollies/Skates:</b>	\$100
<b>Outside Storage:</b>	\$50 per day
<b>Inside Storage:</b>	\$150 per day
<b>Dispatch Fee:</b>	\$40
<b>Labor / Standby:</b>	\$100 per hour per truck
<b>Roll Over / Upright:</b>	\$150
<b>Special Recovery:</b>	\$150 per hour + \$2 per ft.
<b>Remove Driveline:</b>	\$75
<b>Re-Tow:</b>	\$150
<b>Gate Fee (during business hours):</b>	\$50
<b>Gate Fee (after hours):</b>	\$100
<b>Hook-up Fee:</b>	\$150
<b>Flat Bed Hook Fee:</b>	\$150
<b>Winching:</b>	\$150 per hour (\$100 Minimum)

#### **4.0 CITY OF ST. HELENS SPECIAL RATE NOTES**

Abandoned boats, motor homes and RV's are based on a case by case basis. The fees to dispose of these types of vehicles can range from \$300 to \$1,500. Drake's Towing is willing to help dispose of these vehicles but, would require giving a bid to the City for approval before doing so.

(503) 438-6099

109



RYANDRA-01

DALLASP

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/09/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER WorldClass Insurance Services 8757 Auburn Folsom Rd. #3067 Granite Bay, CA 95746	CONTACT NAME: <b>James Digini</b>	
	PHONE (A/C, No, Ext): <b>(916) 789-1523</b>	FAX (A/C, No): <b>(916) 789-1506</b>
	E-MAIL ADDRESS: <b>service@worldclassins.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>AmGUARD Insurance Company</b>	<b>42390</b>
INSURED  <b>Ryan M Drake dba Drake's Towing 64925 Deer Island Heights Deer Island, OR 97054</b>	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			K2GP903539	09/05/2018	09/05/2019	EACH OCCURRENCE \$ <b>750,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>750,000</b> GENERAL AGGREGATE \$ <b>2,250,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,250,000</b>
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			K2GP903539	09/05/2018	09/05/2019	COMBINED SINGLE LIMIT (Ea accident) \$ <b>750,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	On Hook/Cargo			K2GP903539	09/05/2018	09/05/2019	W/\$1,000 Ded      \$ <b>50,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Garagekeepers Legal Liability: 1965 Old Portland, Saint Helens, OR 97051: \$50,000 (\$500/\$2,500 Ded)

<b>CERTIFICATE HOLDER</b>  City of St. Helens PO Box 278 Saint Helens, OR 97051	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



## PERSONAL SERVICES AGREEMENT

### KITTELSON & ASSOCIATES

#### ST. HELENS STREET & S. 1<sup>ST</sup> STREET ALTERNATIVES ANALYSIS

#### PROJECT NO. R-685

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **Kittelson & Associates** (“Contractor”).

#### RECITALS

**A.** The City is in need of consulting services to evaluate safety and operational concerns at the intersection of S. 1<sup>st</sup> Street and St. Helens Street and provide improvement options, and Contractor is qualified and prepared to provide such services.

**B.** The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

#### AGREEMENT

**1. Engagement.** The City hereby engages Contractor to provide services (“Services”) related to the evaluation of safety and operational concerns at the intersection of S. 1<sup>st</sup> Street and St. Helens Street and provide improvement options, and Contractor accepts such engagement. The principal contact for Contractor shall be Tony Roos, phone 503-535-7444.

**2. Scope of Work.** The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

**3. Term.** Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on May 31, 2019. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

**4. Compensation.** The terms of compensation for the initial term shall be as provided in Attachment A.

**5. Payment.**

**5.1** The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and

expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor's cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

**5.2** Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

**5.3** The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.

**5.4** Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

**5.5** Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

**6. Document Ownership.** Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

**7. Notices.** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

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

**CONTRACTOR:** Kittelson & Associates  
Attn: Tony Roos  
851 SW 6<sup>th</sup> Ave., Suite 600  
Portland, OR 97204

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

**8. Standard of Care.** Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

**9. Consequential Damages.** Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

**10. Insurance.**

**10.1** At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

**10.2** All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.

**10.3** Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

**10.4** At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

**10.5** The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

**11. Termination.** Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.

**12. No Third-Party Rights.** This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

**13. Modification.** Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.



**14. Waiver.** A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

**15. Indemnification.** Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

**16. Governing Laws.** This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

**17. Compliance with Law.**

**17.1** Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

**17.2** Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

**17.3** Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

**17.4** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

**17.5** Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. 04469]

**18. Confidentiality.** Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

**19. Publicity.** Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

**20. Succession.** This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

**21. Assignment.** This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

**22. Default.**

**22.1** A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

**22.2** Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

**22.3** Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.

**22.4** If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.

**23. Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

**24. Inspection and Audit by the City.**

**24.1** Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

**24.2** The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this

Agreement or within two (2) years following the termination of this Agreement.

**24.3** This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

**25. Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

**26. Severance.** If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

**IN WITNESS WHEREOF,** the City has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents, and Contractor has executed this Agreement on the date written below.

**CITY:**

**CONTRACTOR:**

**CITY OF ST. HELENS**

**KITTELSON & ASSOCIATES**

Council Meeting Date: December 5, 2018

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

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

Print: Rick Scholl

Print: \_\_\_\_\_

Title: Mayor

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

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

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

APPROVED AS TO FORM:

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

City Attorney

**ATTACHMENT A**  
**Scope of Work**

Project #: 23544

November 26, 2018

Sue Nelson, PE  
Public Works Engineering Director  
265 Strand Street  
St. Helens, OR 97051

**RE: St. Helens Street & S 1<sup>st</sup> Street: Alternatives Analysis**

Dear Sue:

Attached is a proposal for an intersection control evaluation and conceptual design associated with the intersection of St. Helens Street at S 1<sup>st</sup> Street in St. Helens, OR. Part "A" identifies our proposed services for the project. This scope was developed based on our discussions with you, our review of the US30 & Columbia Blvd / St Helens Street Corridor Master Plan adopted in 2015, and our familiarity with the City.

We propose to conduct the services (detailed in Part "A" herein) on a time & materials basis per the attached Professional Services Hourly Breakdown.

Thank you for the opportunity to propose on this project. If you have any questions, please call me at (503) 535-7444.

Sincerely,

**KITTELSON & ASSOCIATES, INC.**



Tony Roos, PE  
Project Manager/Principal Engineer

## PART A - SCOPE OF WORK

### PROJECT BACKGROUND

In 2014, Kittelson & Associates, Inc. (Kittelson), through a contract with the Oregon Department of Transportation (ODOT), worked with the City of St. Helens to develop a Corridor Master Plan for the US30 & Columbia Blvd./St. Helens St. Corridors. The Master Plan addressed the US 30 corridor, as well as Columbia Boulevard, St. Helens Street and 1st Street within the greater Downtown Area, including the Houlton business district and the Riverfront District. The plan reflects the community's vision of how these areas should appear and function in the future and includes measures for how to implement the plan. The plan focuses primarily on how the major streets and intersections in these areas are designed and improved over time to ensure that vehicles, bicyclists and pedestrians have ready access to local businesses and can travel safely and comfortably within and between these different parts of town.

Historically, Columbia Boulevard and St. Helens Street served as major trucking routes to industries located along the Columbia River and were constructed to accommodate freight vehicles between US 30 and the river industrial area. Over time the amount of right-of-way needed to accommodate these wide roadways has become unnecessary due to the evolution of local industry and diminished large truck travel needs through the corridor. The wide roadways present challenges for the community in that they create a travel environment that contributes to speeding, requires lengthy pedestrian crossings, and is costly to maintain.

Recently, concern over the safety and operations of the 1<sup>st</sup> Street/St. Helens Street intersection has been identified by citizens and City leaders. The intersection is two-lane, two-way stop controlled, with 1<sup>st</sup> street as the through movement. On-street parking is allowed on both sides of all streets.

### PROJECT UNDERSTANDING

The Project will identify a new intersection control at the intersection of S 1<sup>st</sup> Street & St. Helens Street. Phase 1 of the project will prepare a report that analyzes up to four (4) different intersection control alternatives:

- 1) No-Build
- 2) 2-way stop with curb extensions
- 3) 4-way stop
  - a. Without curb extensions
  - b. With curb extensions

Phase 2 of this project may include design and construction of the preferred alternative.

## SPECIFIC SCOPE OF SERVICES

### Summary of Work

Traffic engineering, estimating and planning based on the scope of services described herein.

Task 1.0 Project Management, Project Coordination, and Project Scheduling.

Task 2.0 Alternative Report

Task 3.0 Extra Work as Authorized

The duration of this project is assumed to be from January 2019 through February 2019 for the completion of report tasks.

## Consultant RESPONSIBILITIES

### **Task 1.0 PROJECT MANAGEMENT, PROJECT COORDINATION**

#### **1.1 Project Management**

- Prepare monthly invoices and progress reports. Consultant assumes a 2-month timeframe for the project to be designed.

#### **1.2 Project Coordination**

The proposed approach to project coordination during this phase of the project is to conduct project meetings with key project team members and representatives from City of St Helens. The Project Management Team (PMT) will direct all meetings and provide direction to the rest of the team as the project progresses. These meetings will have a specific agenda addressing and resolving project issues as they are encountered.

- Facilitate up to 1 PMT coordination meetings (2 hours) during this phase of the project (2-month time frame), PMT meetings correspond with a kick-off meeting and to review draft deliverables of task 2.
- Prepare agenda for PMT meeting
- Conduct bi-weekly project status conference calls with City, not to exceed 30-minutes each.
- Provide summary of each meeting capturing identified issues, action items, and key decision

#### **1.3 Council Presentations**

Consultant will prepare for and attend one (1) council work session to present the results of the intersection study and support staff's recommended preferred alternative.

#### **Task 1.0 Deliverables:**

- *Monthly Invoices and Progress Reports*
- *Meeting agendas and summaries*
- *City Council Meeting graphics*
  - *Strip map conceptual drawings*
  - *Traffic Study results*

**Task 2.0 ALTERNATIVE ANALYSIS****2.1 Data Collection**

The following data collection will be required:

- 24-hour vehicle counts (including vehicle classifications and speed) along St Helens Street and 1<sup>st</sup> Street.
- 16-hour turn movement count (all modes) at St. Helens Street & 1<sup>st</sup> Street
- 5 most recent years of crash data at the intersection and along approaches
- Future traffic predictions based on work that has been done for the City of St Helens' Transportation System Plan ("TSP") update

**Task 2.1 Deliverables:**

- *Traffic count data*
- *Crash data*
- *Future year volume data.*

**2.2 Traffic Operations Alternatives Analysis**

Consultant shall prepare a traffic analysis to support the City's selection of intersection control for the Project. Alternatives to be considered are identified above. Capacity analysis must be based on current Highway Capacity Manual ("HCM") methodology.

- Utilize 2017 existing traffic counts from City's TSP Update
- Utilize 2031 traffic volumes prepared for the St. Helens' TSP Update, with and a without the Riverfront Connector
- Conduct stop control warrant analysis based on MUTCD methodology & current count data
- Summarize traffic operations analysis in technical memorandum to be incorporated into combined Alternatives Analysis Report (see Task 2.5)

**Task 2.2 Deliverables:**

- Traffic operations analysis worksheets for each alternative
- Technical memorandum summarizing traffic operations analysis

**2.3 Safety Performance Analysis**

Consultant shall prepare a Safety Performance Analysis to support the selection of intersection control for the Project. Safety analysis will be based on the current Highway Safety Manual (HSM) Methodology. Historic crash data will be evaluated to identify trends or patterns in type or severity of the crashes, identify the trends related to the primary contributing factors and inform the design considerations.

- Predicted crash frequency and severity of each intersection alternative
- Safety analysis of each alternative compared to each other
- Summarize safety performance analysis in technical memorandum to be incorporated into combined Alternatives Analysis Report (see Task 2.5)



**Task 2.3 Deliverables:**

- Technical memorandum summarizing safety performance analysis

**2.4 Alternatives Preliminary Design & Estimates**

Consultant shall prepare conceptual plans in AutoCAD and conceptual construction cost estimates for each of the alternatives analyzed under Tasks 2.2 and 2.3. Consultant shall develop each alternative to concept level design sufficient to establish horizontal construction limits, quantities and major construction activities. Each alternative shall have a horizontal alignment developed that meets appropriate design standards. Consultant shall prepare a drawing stamped “preliminary” in AutoCAD for each alternative. The drawing shall utilize the current City provided ortho-rectified aerial imagery, GIS boundary and environmental data. Geometric design elements that do not meet design standards shall be identified as needing a design exception. Consultant shall analyze each alternative and determine the potential benefits and impacts associated with construction of the proposed alternative. Potential benefits and impacts to be considered include, but are not limited to, right-of-way, intersection capacity, access, safety, pedestrian crossing treatments, bicycle treatments, utilities, permitting and environmental.

Consultant shall prepare a conceptual level construction cost estimate for each alternative that includes the major construction items and quantities that can be identified at this level of design detail. Consultant shall analyze the lifecycle cost/benefit ratio for each alternative including comparison of predicted safety using the Highway Safety Manual crash prediction models (refer to Task 2.3).

The memorandum must include a summary of the identified impacts and cost estimate associated with each alternative to allow the City to determine which alternative to move forward to construction.

- Develop conceptual layout for each alternative based on the outcome of Tasks 2.2 and 2.3. Conceptual drawings and AutoCAD files for full size strip maps drawings of each alternative. Drawings shall be scalable in the horizontal (X-Y) plane and will be used for public documents and presentations. Right-of-way and environmental impacts, if known, shall be shown on all alternatives.
- Prepare construction cost estimates for each alternative
- Develop lifecycle cost/benefit ratio for each alternative including comparison of predicted safety.
- Summarize preliminary design evaluation in technical memorandum to be incorporated into combined Alternatives Analysis (see Task 2.5)

**Task 2.4 Deliverables:**

- Technical memorandum capturing key geometric features, cost estimate, and lifecycle benefit/cost ratio accompanying with full size strip maps for each alternative

**2.5 Alternative Analysis Report**

This task will combine and summary the work completed for Tasks 2.1 through 2.4.

- Combine technical memorandums prepared under Tasks 2.2, 2.3, and 2.4 respectively into Draft Alternatives Analysis Report
- Incorporate agency's comments and submit Final Alternatives Analysis Report

**Task 2.5 Deliverables:**

- *Draft Alternatives Analysis Report*
- *Final Alternative Analysis Report incorporating comments from the City.*

**Reimbursable Expenses:**

The following reimbursable budget estimate is based on our experience with this project type and the governing agencies. It is an estimate only. Additional budget may be necessary to complete the project.

Customary reimbursable expenses mean the actual expense incurred in direct connection with the project. Vehicle mileage is reimbursed at the current IRS rate for project related travel.

The following project related expenses are reimbursed at cost:

- Copy and Reproduction Services
- Travel Expenses, other than private vehicle mileage
- Express Postage
- Survey Filing fees

**ASSUMPTIONS****CITY'S RESPONSIBILITIES**

The City will:

1. Coordinate the relationship with other jurisdictions involved in the project, with adjacent property owners and with the general public.
2. Provide City Standard Drawings and Details when possible.
3. Provide current ortho-rectified aerial imagery, right-of-way boundary, and easement information.
4. Maintain the public involvement mailing list, obtain public meeting facilities, refreshments, and project press releases.
5. Actively participate in design review and decision making to maintain the project schedule.

### Project Budget Form

Project Name: 1st & St. Helens Intersection Study  
 Project Manager: Caleb Cox  
 KAI Project Number: 23544  
 Date: 11/26/2018

**LABOR ESTIMATE - 1st & St. Helens Intersection Study**

Task	Notes	Staff	Roos, Tony	Bell, Matthew	Cox, Caleb	Cullimore, Brad					SUBTASK/ TASK HOURS	SUBTASK/ TASK COST
			AMR	MJB	CEC	BSC						
<b>1 Project Management, Coordination, &amp; Meetings</b>												
	Project Management		1		4						5	\$639
	Project Coordination		6		10						16	\$2,359
	Council Presentation		4		6	2					12	\$1,694
	Reimbursable Expense											\$69
	Task #1 - Subtotal		11	0	20	2	0	0	0	0	33	\$4,761
<b>2 Alternatives Analysis</b>												
	Data Collection		0.5	2	6						8.5	\$1,024
	Traffic Operations Alternatives Analysis		0.5	2	12						14.5	\$1,656
	Safety Performance Analysis		0.5	2	18						20.5	\$2,288
	Alternatives Preliminary Design & Estimates		4		22	8					34	\$3,954
	Alternatives Analysis Report		2	2	16						20	\$2,404
	Reimbursable Expense											\$1,600
	Task #2 - Subtotal		7.5	8	74	8	0	0	0	0	97.5	\$12,927
<b>TOTAL HOURS</b>			18.5	8	94	10		0	0	0	<b>TOTAL HOURS</b>	<b>TOTAL LABOR</b>
<b>LABOR RATE</b>			\$217.65	\$141.89	\$105.31	\$95.78					<b>131</b>	<b>\$16,019</b>
<b>LABOR COST</b>			\$4,027	\$1,135	\$9,899	\$958						

<b>TOTAL REIMBURSABLES</b>
\$1,669
<b>TOTAL KAI FEES</b>
\$17,688
<b>TOTAL SUB FEES</b>
\$0
<b>TOTAL PROJECT BUDGET</b>
\$17,688

**ATTACHMENT B  
INSURANCE REQUIREMENTS**

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
<b>General Liability</b>	Each occurrence	\$1,000,000	<b>YES</b>
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advertising Injury	\$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	
Please indicate if Claims Made or Occurrence			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$2,000,000	<b>YES</b>
<b>Workers' Compensation</b>	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		<b>YES</b>
<b>Professional Liability</b>	Per occurrence	\$500,000 or per contract	<b>YES</b>
	Annual Aggregate	\$500,000 or per contract	

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to:

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

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.

## PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **Wetland Solutions Northwest, LLC** (“Contractor”).

### RECITALS

**A.** The City is in need of consulting services to delineate wetland and riparian areas on City owned property, and Contractor is qualified and prepared to provide such services.

**B.** The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

### AGREEMENT

**1. Engagement.** The City hereby engages Contractor to provide services (“Services”) related to delineation of wetlands and riparian areas on City owned property, and Contractor accepts such engagement. The principal contact for Contractor shall be Stacy Benjamin, phone (503) 367-7177.

**2. Scope of Work.** The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in **Attachment A** attached hereto and incorporated herein by reference. The area of work is generally depicted in **Attachment B**.

**3. Term.** Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on January 1, 2020. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

**4. Compensation.** The terms of compensation for the initial term shall be as provided in **Attachment A**.

**5. Payment.**

**5.1** The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in **Attachment A**, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor’s cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

**5.2** Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

**5.3** The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.

**5.4** Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

**5.5** Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

**6. Document Ownership.** Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

**7. Notices.** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

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

**CONTRACTOR:** Wetland Solutions Nowrthwest, LLC  
Attn: Stacey Benjamin, Principle Ecologist  
59446 Lytle Drive  
St. Helens, OR 97051

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

**8. Standard of Care.** Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

**9. Consequential Damages.** Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

**10. Insurance.**

**10.1** At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in **Attachment C** attached hereto and incorporated herein by reference.

**10.2** All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.

**10.3** Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

**10.4** At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

**10.5** The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

**11. Termination.** Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.

**12. No Third-Party Rights.** This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

**13. Modification.** Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

**14. Waiver.** A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

**15. Indemnification.** Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees,

elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

**16. Governing Laws.** This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

**17. Compliance with Law.**

**17.1** Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

**17.2** Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

**17.3** Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

**17.4** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

**17.5** Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. 04114]

**18. Confidentiality.** Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

**19. Publicity.** Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

**20. Succession.** This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

**21. Assignment.** This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

**22. Default.**



**22.1** A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

**22.2** Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

**22.3** Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.

**22.4** If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.

**23. Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

**24. Inspection and Audit by the City.**

**24.1** Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

**24.2** The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.

**24.3** This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

**25. Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

**26. Severance.** If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

**IN WITNESS WHEREOF,** the City has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents, and Contractor has executed this Agreement on the date written below.

**CITY:**

**CONTRACTOR:**

**CITY OF ST. HELENS**

Wetland Solutions Northwest, LLC

Council Meeting Date: December. 5, 2018

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

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

Print: \_\_\_\_\_

Print: \_\_\_\_\_

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

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

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

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

APPROVED AS TO FORM:

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

City Attorney

# ATTACHMENT A

Wetland Solutions Northwest, LLC  
59446 Lytle Dr.  
St. Helens, Oregon 97051  
503-367-7177  
Stacy@WetlandSolutionsNW.com

## PROPOSAL FOR WETLAND SERVICES

November 27, 2018 (Revised)

City of St. Helens  
P.O. Box 278  
St. Helens, Oregon 97051

PROJECT: Boise White Paper Industrial Site Wetland Delineation

### PROJECT UNDERSTANDING:

There are several wetlands mapped on the City-owned former Boise White Paper industrial site in the City's Local Wetland Inventory (LWI), prepared in 1998. The LWI mapping is approximate, and wetland boundaries are also subject to change over time; therefore, a wetland delineation is needed to accurately define current wetland boundaries to assist the City with site planning and redevelopment. The wetlands that the City has requested delineation of include MI-7, MI-14, MI-15, and F-2.

### SCOPE OF SERVICES:

#### **Task 1) Wetland Delineation**

Wetland Solutions Northwest (WSNW) will conduct a wetland delineation in accordance with the methods of the 1987 U.S. Army Corps of Engineers (Corps) Wetlands Delineation Manual and the Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0), used by the Oregon Department of State Lands (DSL) and the Corps. The study area has been approximately defined by the City of St. Helens. Milton Creek flows along the western edge of the study area. We will record hydrology, soils, and vegetation on wetland determination data forms to document site conditions. Sample plot locations, wetland boundaries, and the top of bank of Milton Creek or adjacent riparian area boundary (if different than the top of bank) will be flagged in the field for professional land surveying by AKS Engineering & Forestry (AKS). The WSNW field effort will depend upon how accessible wetland boundaries and the top of stream bank/riparian area boundary are for flagging and whether dense blackberry and other obstacles are present. A range of costs has been provided for field work to account for as yet unknown site conditions. The City will need to coordinate site access to the portion of the site containing MI-14.

#### **Task 2) Wetland Delineation Report**

WSNW will prepare a summary report of the wetland delineation to meet the requirements of the DSL wetland delineation report rules (OAR 141-090-0035). Completion of the report will require the preparation of a wetland boundary survey map by AKS meeting the DSL wetland delineation map requirements, to be provided to WSNW in PDF format. The wetland report will be provided to the City to review prior to submittal to any regulatory agencies. The DSL 2018 wetland report review fee is \$437; this amount is not included in our cost estimate.

### Task 3) Project & Agency Coordination

This task includes coordination with the City regarding the results of tasks 1 and 2, coordination with AKS regarding the survey and preparation of the survey map, and coordination with DSL to facilitate receipt of the wetland delineation concurrence letter. No meetings are included in this task. If requested, meetings will be billed on a time and materials basis.

#### COST ESTIMATE:

This is a time and materials estimate. If less effort is needed to complete the tasks below than estimated, costs will be less than this estimate.

Task 1) Wetland Delineation Field Work	\$5,500 - \$7,000
Task 2) Wetland Delineation Report	\$2,000
Task 3) Project & Agency Coordination	\$ 900
Expenses	<u>\$ 100</u>
Total Time & Materials Cost Estimate	\$8,500 - \$10,000

#### SCHEDULE:

The field work can be conducted within approximately one month of notice to proceed. The wetland report can be completed within approximately two weeks of completion of field work and is dependent upon receipt of the wetland boundary survey map, meeting DSL map requirements, from AKS.

#### RESPONSIBILITIES OF CLIENT:

- 1) Provide consultant access to the site.
- 2) Provide survey of wetlands and waters boundaries for completion of Task 2.
- 3) Agency review fees are to be paid by the client.

#### ASSUMPTIONS:

- 1) Access to the site will be unimpeded by dense blackberry, fencing, or other obstacles.
- 2) The deliverable will be provided in electronic (PDF) format, no hard copies will be provided.

#### TERMS:

Services will be billed on a time and materials basis. Balance is due upon receipt of monthly invoices. Consultant agrees to perform consulting services with that standard of care, skill, and diligence normally provided by a professional in the performance of similar environmental consulting services.

#### NOTICE TO PROCEED:

If the above scope of services is acceptable, please either provide a contract for signature or purchase order, or alternately let us know if we should provide our standard Services Agreement for the City's signature.

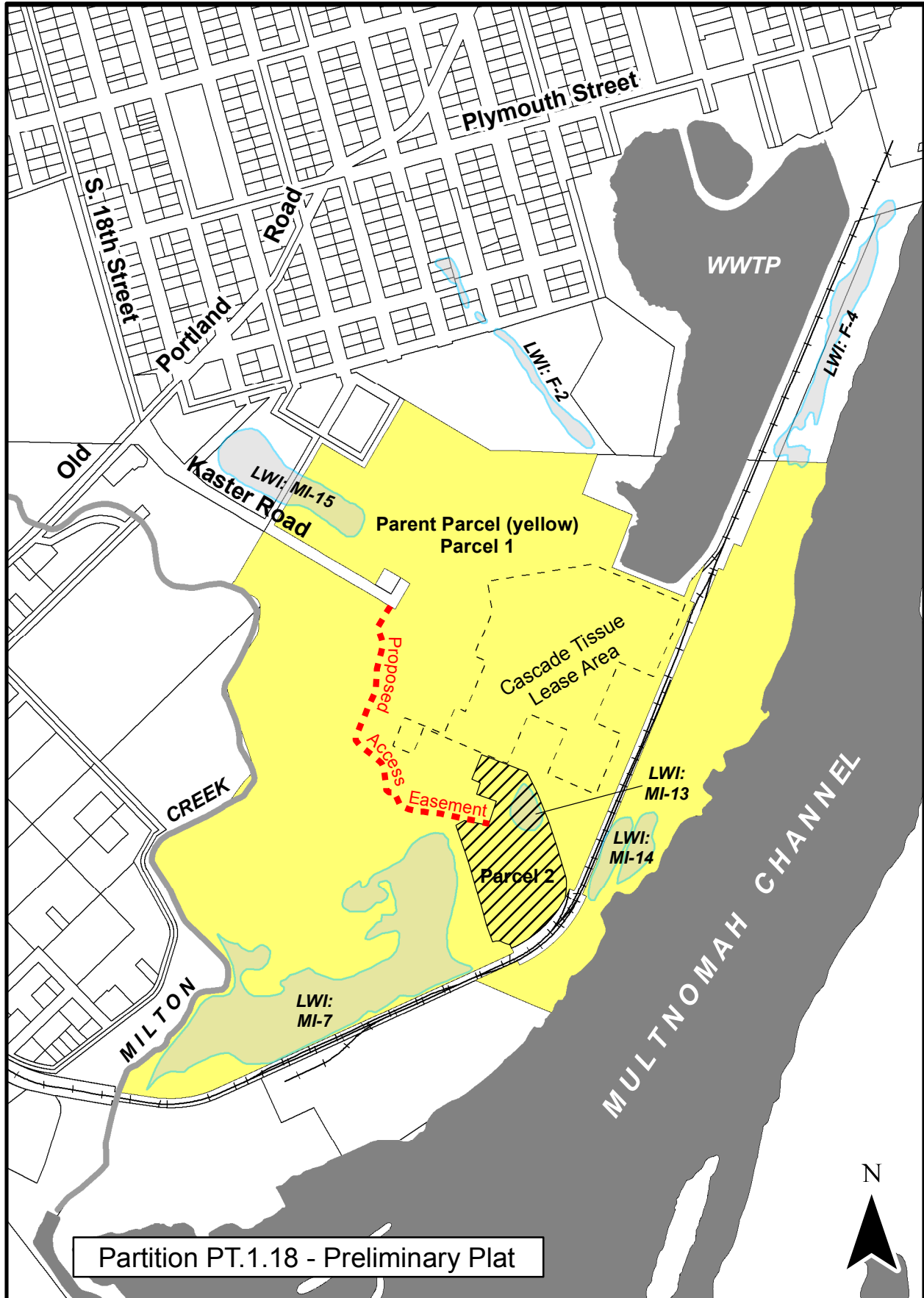
Prepared by:

*Stacy Benjamin*

Stacy Benjamin  
Principal Ecologist

ATTACHMENT B

Note: City owned property is not exclusive to yellow shaded area.



**ATTACHMENT C  
Insurance Requirements**

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
<b>General Liability</b>	Each occurrence	\$1,000,000	YES/NO
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advert. Inj.	\$2,000,000	
Please indicate if Claims Made or Occurrence			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$2,000,000	YES/NO
<b>Workers' Compensation</b>	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES/NO
<b>Professional Liability</b>	Per occurrence	\$500,000	YES/NO
	Annual Aggregate	\$500,000	

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

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

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.

**CONTRACT PAYMENTS**

City Council Meeting  
December 5, 2018

---

**3Kings Environmental, Inc.**

Project: Veterans Memorial Park Expansion Project (PR#2)      \$      **12,350.00**

**International Leak Detection Northwest LLC**

Project: Leak Detection at Reservoir (Inv#41932)      \$      **13,000.00**



INVOICE

RECEIVED

NOV 08 2018

CITY OF ST. HELENS

INVOICE NO 10429

136

K.P.

SOLD TO City of St Helens  
PO Box 278  
St Helens, OR 97051

SHIP TO 218112--St Helens, VA Memorial Park  
475 S 18th St.  
Columbia Co  
St Helens, OR 97051

ACCOUNT NO	PO NUMBER	TERMS	INVOICE DATE	PAGE
STHE0001	M-487	On Rcpt	10/31/2018	1

PAY APP #2 - Oct 2018

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	See Attached SOV	13,000.00	13,000.00

ITEM TOTAL 13,000.00  
 RETENTION -650.00  
**TOTAL AMOUNT 12,350.00**

APPROVED FOR PAYMENT

INIT	DATE
<u>[Signature]</u>	<u>11/28/16</u>
ACCOUNTS PAYABLE	
FINANCE	<u>11-9-18</u>
SUPERVISOR	

704-000-053012

Please remit to: PO Box 280, Battle Ground, WA 98604

For questions call (360)666-5464 \* (888)435-4647 \* (253)750-0908

There will be an 18% per annum, or legal maximum allowed under statutory guidelines, finance charge assessed on all past due invoices.



PAY APPLICATION FOR WORK COMPLETED

APPLICATION NO.: 2 Period: Oct-18  
 PROJECT: 218112 - St. Helen's Veteran Memorial  
 CONTRACTOR: 3 Kings Environmental, Inc.  
 PROJECT #: M-487

DATE: 10/31/2018



A. ITEM NO.	B. DESCRIPTION OF WORK	C. SCHEDULED VALUE	D.		E. WORK COMPLETED		F. TOTAL TO DATE (D+E)	L.S contract % Complete.	Balance to Complete	
			PREVIOUS QTY	VALUE PREVIOUS APPLICATIONS	CURRENT QTY	VALUE CURRENT APPLICATION				TO DATE QTY
1	Lump Sum Place, Finish, and Seal Concrete	\$ 52,000.00	0.8	\$ 39,000.00	0.25	\$ 13,000.00	1.0	\$ 52,000.00	100%	\$ -
Total		\$ 52,000.00		\$ 39,000.00		\$ 13,000.00		\$ 52,000.00		\$ -
Per Contracts - Original Contract		\$ 52,000.00						\$ 52,000.00		\$ -
Change Orders								\$ -		\$ -
Revised Contract to Date		\$ 52,000.00						\$ -		\$ -

Retainage @ 5%  
 Billed To Date

52,000.00  
 2,600.00  
 49,400.00

Billings:	Contract	WSST	Retainage	Total
Pay App #1, Sept 2018	\$ 39,000.00	n/a	\$ 1,950.00	\$ 37,050.00
Pay App #2 Oct 2018	\$ 13,000.00	n/a	\$ 650.00	\$ 12,350.00
	\$ -	n/a	\$ -	\$ -
	\$ -	n/a	\$ -	\$ -
	\$ -	n/a	\$ -	\$ -
<b>Total Billings</b>	<b>\$ 52,000.00</b>	<b>n/a</b>	<b>\$ 2,600.00</b>	<b>\$ 49,400.00</b>

Payments:	Total
	\$ -
	\$ -
	\$ -
<b>Total Payments</b>	<b>\$ -</b>

**Total Outstanding for said project**  
**\$ 49,400.00**



CITY OF ST. HELENS, OREGON

PO Box 278
ST. HELENS OR 97051
Ph. (503) 397-6272

VETERANS MEMORIAL PLAZA EXPANSION CONCRETE SLAB
CONSTRUCTION CONTRACT
PROJECT NO. M-487

PROJECT: Veterans Memorial Park Expansion Concrete Slab CONTRACT No.: M-487
CONTRACTOR: 3-Kings Environmental, Inc. Corporation [X] Partnership [ ]
PO Box 280 Ltd Liability Co. [ ] Individual [ ]
Battle Ground, WA 98604 Const. Cont. Board Reg.: 126423
Ph: 360-666-5464 Fax: 360-666-8202 Taxpayer ID: 91-1724720
Workers' Comp Carrier: SAIF Corporation
Policy: 864034
Exp. Date: 4/01/2019
DESIGN PROFESSIONAL ("Designer"): Lower Columbia Engineering
58640 McNulty Way, St. Helens, OR 97051, 503.366.0399

WORK: Contractor will furnish all labor, materials, and services necessary to complete the following work ("Work"): Pour and finish approximately 5,888 sq. ft. of 4-inch thick reinforced colored concrete in/on a pre-prepared site. Work includes installing rebar reinforcement; providing colored concrete to specifications; pouring and finishing concrete within pre-prepared forms; provide broom finish and tooled joints at 4-ft. centers. This project is part of a larger improvement project and IS subject to BOLI wage requirements.

CONTRACT PRICE: Owner will pay Contractor for the Work the following amount ("Contract Price"):
Contractor represents that it has inspected the Project and has made all investigations essential to a full understanding of the difficulties, which it may encounter in performing the Work. Contractor further represents that it has carefully reviewed and examined: (a) all of the Drawings, Specifications, General and Supplemental Conditions, addenda, amendments, modifications, etc.; and, (b) this Construction Contract and its terms and conditions (a) and (b) collectively, "Contract Documents". All of the Contract Documents, including the terms and conditions of this Construction Contract, are incorporated into this Construction Contract by this reference.

TERMS: Unless specifically stated otherwise, the Contract Price will be paid as specified in the payment schedule attached as Attachment B (Schedule of Prices) to this Construction Contract, which is by this reference incorporated into this Construction Contract, and according to the payment terms included in the Terms and Conditions of this Construction Contract.

CONTRACT TIME & LIQUIDATED DAMAGES: Contractor agrees to substantially complete the Work in 45 days or less after the Commencement of the Work ("Contract Time"). Time is of the essence of this Construction Contract. If the Work is not substantially completed within the Contract Time, the resulting damages and loss to the Owner will be difficult to accurately ascertain. Therefore the Contractor agrees to pay Owner and Owner agrees to accept liquidated damages for late completion in the amount of \$175.00 per calendar day for each day elapsing from expiration of the Contract Time until Substantial Completion of the Work. The Owner and Contractor agree these liquidated damages represent a reasonable forecast of the Owner's actual damages and that they are not a penalty. The Owner may deduct liquidated damages from any unpaid amounts due Contractor. Any liquidated damages not so deducted shall be payable to the Owner at the written demand of the Owner, together with interest from the date of the written demand.

COMMENCEMENT OF THE WORK: Unless a different date is stated below, the date of Commencement of the Work will be the later of the expressed date of execution by the Owner or execution by the Contractor, or in the case that only one of the parties dated their execution, Commencement of the Work will be the date of execution by that party. If the date of execution is not written below the signature of both the Owner and the Contractor and a date is not provided below, the date of Commencement will be the first day of performance of the Work by the Contractor at the Project location. Date of Commencement of the Work: 9/24/2018.



Invoice #: 41932

PLEASE REMIT TO:

Application #: 1

International Leak Detection Northwest LLC  
 PO Box 230794  
 Tigard, OR 97281  
 503-620-5252

Bill To:  
 106306 City of St. Helens  
 PO Box 278  
 St. Helens, OR 97051

Date: 11/05/18

Customer Reference:

Job ID: 191029-

St. Helens

Contract :	Contract Amount	% Complete	Total To Date
191029- St. Helens Reservoir	13,000.00	100.00%	13,000.00
60 Leak Detection	13,000.00		13,000.00
<p>Complete to Date November 2018</p> <p>601-731-052019 S14</p> <p>RECEIVED NOV 07 2018 CITY OF ST. HELENS</p> <p>APPROVED FOR PAYMENT INIT _____ DATE _____            _____ ACCOUNTS PAYABLE            _____ FINANCE            _____ SUPERVISOR            11/28/18            11-28-18</p>			
Total To Date			13,000.00
Plus Sales Tax			0.00
Less Previous Retainage			0.00
Less Previous Applications			0.00
Current Billing			13,000.00
Current Retainage			0.00
<b>Total Due This Invoice</b>			<b>13,000.00</b>

All charges are deemed valid and owing unless written notification of disputed charges is made within 30 days.

TERMS: ALL CONTRACTS NET CASH UPON COMPLETION.  
 SERVICE CHARGE OF 1.5% PER MONTH, ANNUAL RATE OF 18% CHARGED ON PAST DUE AMOUNTS

# APPOINTMENTS TO ST. HELENS CITY BOARDS AND COMMISSIONS

City Council Meeting ~ December 5, 2018

## Pending applications received:

<u>Name</u>	<u>Interest</u>	<u>Date Application Received</u>	<u>Referred by Email To Committee(s)</u>
• Jeff Vitale	Arts/Cultural or Parks/Trails Comm.	2/26/18	2/26/18
• Ken Forcier	Arts/Cultural or Planning Comm.	6/7/18	6/8/18
• John Dreeszen	Library Board	8/7/18	8/7/18

## Arts & Cultural Commission (3-year terms)

- Kannikar Petersen resigned. Her term expired 9/30/2018.
- Jenn Farrington resigned. Her term expires 9/30/2020.
- Janet Anderson resigned. Her term expires 9/30/2019.

**Status:** There are currently three vacancies. A press release went out on October 1 with a deadline of October 19, 2018. There are currently two applicants.

**Next Meeting:** December 10, 2018

**Recommendation:** None at this time.

## Library Board (4-year terms)

- The Board added positions.

**Status:** Currently, there is one vacancy.

**Next Meeting:** December 11, 2018

**Recommendation:** None at this time.

## Budget Committee (3-year terms)

- Bill Eagle's term expires 12/31/2018. He is interested in being reappointed.

**Status:** Councilor Conn has been notified that her appointee's term expires at the end of the year.

**Next Meeting:** TBD

**Recommendation:** None at this time.

## Parks & Trails Commission (4-year terms)

- Stan Chiotti's and Jacob Woodruff's terms expire 12/31/2018. Stan does not wish to be reappointed. Jacob does wish to be reappointed. He has not served two full terms.

**Status:** A press release was sent out on October 10, 2018 with a deadline of November 2. We have not received any applications

**Next Meeting:** December 10, 2018

**Recommendation:** None at this time.

## Planning Commission (4-year terms)

- Sheila Semling's and Audrey Webster's terms expire on 12/31/2018. Both have expressed a desire to be reappointed, however, both have served more than two terms.

**Status:** A press release was sent out on October 10 and November 19, 2018 to solicit applications with a deadline to apply of December 14, 2018.

**Next Meeting:** December 11, 2018

**Recommendation:** None at this time.

**City of St. Helens**  
**RESOLUTION NO. 1648**

**A RESOLUTION ESTABLISHING GUIDELINES FOR THE APPOINTMENT  
OF ST. HELENS BOARD, COMMITTEE AND COMMISSION MEMBERS,  
SUPERSEDING RESOLUTION NO. 1521**

**WHEREAS**, the City Council wished to establish the same guidelines for recruitment, interviews and appointments for all City boards, committees and commissions, and adopted Resolution No. 1521 on August 12, 2009; and

**WHEREAS**, Resolution No. 1521 established general recruitment, selection and appointment guidelines for appointments to the City of St. Helens boards, committees and commissions; and

**WHEREAS**, the Council wishes to update the guidelines adopted in Resolution No. 1521 to better meet the needs of the City.

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

1. The City Recorder shall send a press release to the local newspaper of record announcing all board, committee and commission vacancies as they become available. A "vacancy" is defined as an unoccupied position, resulting from a voluntary resignation or involuntary termination. A member whose term expired does not create a vacancy, unless that member is resigning at the end of his/her term or the majority of the board, committee or commission wishes to terminate said member.
2. Any individual or group is encouraged to submit names for consideration to the City.
3. All new applicants shall submit a written application to the City Recorder's Office.
4. Members wishing to continue their appointment for another term will inform the City Recorder but need not submit a new application. If a member has served two consecutive full terms, a press release shall be sent to the local newspaper of record, each subsequent term expiration thereafter, to solicit new applications for that position. The incumbent may be reappointed at the discretion of the interview panel and City board, committee or commission. If an individual has been off a City board, committee or commission for a year or more, they must complete a new application.
5. The recruitment period to the board, committee or commission shall be for a finite period. At the end of the advertising period, the Council liaison shall determine if the pool of candidates is sufficient to continue with the selection process or may continue the recruitment period for a set or unlimited period until it is determined there is a sufficient pool of candidates.
6. The Council liaison to the board, committee or commission shall be responsible to assemble an interview committee. The interview committee shall be responsible to make recommendations via the Council liaison to the Mayor and City Council.
7. Appointments must comply with any ordinances, bylaws, Charter provisions, or state or federal laws concerning the board, committee or commission. In the event of any inconsistency between these policies and a chapter relating to a specific board, committee or commission, the specific chapter shall control.
8. In order to become more familiar with each applicant's qualifications, the interview committee may interview all or a shortlist of applicants for a position. The number of applicants to be interviewed is at the interview committee's discretion. The interview committee also has the discretion to reject

all applications in favor of re-advertising if no applicants are found to be suitable for the board, committee or commission.

9. Reappointments to a City board, committee or commission shall be considered in accordance with the guidelines listed in this section, together with the type of service the individual has already given to the board, committee or commission and his/her stated willingness to continue.
10. Consideration should be given to residents outside the City when the board, committee or commission or function serves residents outside City boundaries.
11. Board, committee or commission members shall not participate in any proceeding or action in which there may be a direct or substantial financial interest to the member, the member's relative or a business with which the member or a relative is associated, including any business in which the member is serving on their board or has served within the previous two years; or any business with which the member is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential conflict of interest shall be disclosed at the meeting where the action is being taken.
12. Board, committee or commission vacancies are filled by appointment of the Mayor with the consent of Council. Board, committee or commission members shall serve without compensation except the Planning Commission that may receive a monthly stipend at the discretion of the City Council.
13. Individuals appointed to one City board, committee or commission shall not serve on any other City board, committee or commission during the term of their appointment; provided, that the Council may waive this limitation if it is in the public interest to do so.

**PASSED AND ADOPTED** by the City Council on this 18th day of December, 2013, by the following vote:

Ayes: Locke, Carlson, Conn, Morten, Peterson

Nays: None

/s/ Randy Peterson  
Randy Peterson, Mayor

ATTEST:

/s/ Kathy Payne  
Kathy Payne, City Recorder

City of St. Helens

**Library Board**

**Minutes from Tuesday, October 16, 2018**

St. Helens Public Library

**Members Present**

Heather Anderson-Bibler  
Mary Ellen Funderburg, Past Chair  
Melisa Gaelrun-Maggi  
Amanda Heynemann, Vice Chair

**Members Absent**

Leanne Murray, Chair

**Guests**

**Councilors in Attendance**

Susan Conn

**Staff Present**

Margaret Jeffries, Library Director  
Dan Dieter, Library Board Secretary

☞

**CALL MEETING TO ORDER:** The meeting was called to order at 7:20 pm by Vice Chair Heynemann.

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

**PREVIOUS MEETING MINUTES:** Minutes approved.

**REPORT FROM LIBRARY BOARD SUBCOMMITTEE FOR OPEN POSITIONS:**

Results of Interviews: Member Gaelrun-Maggi reported that four local citizens applied, but only three contacted the subcommittee for interviews. Becky Bean, Patrick Birkle, and Lisa Beardslee were interviewed and the results were positive. The interview included discussions concerning the length of terms and committee assignments.

*Designated Terms:* The group discussed recommending Becky Bean for the term ending 6/30/22, Patrick Birkle for the term ending 6/30/20, and Lisa Beardslee for the term ending 6/30/21.

*Working Group Assignments:* The group discussed recommending Becky Bean for the Facilities Work Group, Patrick Birkle for the Access Work Group and Lisa Beardslee for the Community Partnership Work Group.

*Discuss Orientation Activities:* The group discussed orientation activities, which will include an introduction to the strategic plan, current Library Board Bylaws and the current Municipal Code governing Boards and Commissions. The orientation activity will be

included in the November Library Board meeting. The group discussed including an overview of the strategic plan, including current participation statistics as well as an overview of the Scappoose – St Helens Public Library catalog project. Director Jeffries would also like to have Youth Librarian Kolderup present current youth programs, i.e., Make-It programs, as well as current Science Technology Engineering and Math (STEM) Hub grant materials and funding plans as part of the new board member orientation. This will likely happen at a later meeting, possibly at the December Library Board meeting.

**TRUNK OR TREAT:** The Library Board will host a table at this year's event. The group discussed last year's event and who will volunteer to operate the table this year. The event is scheduled from 5:00pm to 8:00pm. Member Gaelrun-Maggi and Past Chair Funderburg agreed to set up and run the table. Items needed for the event would include coloring pages, bookmarks, schedules for Library activities and programs, and of course, candy.

**BOARD MEMBER REMOTE ACCESS TO MEETINGS:** Councilor Conn stated that she talked to City Recorder Kathy Payne about remote participation by Board Members. If remote participation is by phone call, a Board Member can participate but cannot vote. If remote participation is by video, i.e., Skype or Facetime, then the Board Members can participate and also vote. The group discussed the pros and cons of remote participation.

**RECREATION BROCHURE PUBLICATION SCHEDULE:** Director Jeffries was in contact with the City concerning the upcoming schedule of Library programs and activities. In order to get information into the online publication in December, program and activity information needs to be submitted by the end of October. For the January schedule, information needs to be submitted by the end of November. The group discussed the Book Club schedule and how to get that schedule together by the deadline. The group also discussed the Columbia County Reads schedule. Director Jeffries will gather all of the schedule information and submit it for the next publication.

**LIBRARY DIRECTOR'S REPORT:** Director Jeffries reported that all of the library directors met last month to discuss the Columbia County Reads program. In their discussion they talked about two authors who presented at an event at the Oregon Historical Society in Portland. Their books detail a fictional and nonfiction account of events in Portland in the 1800s. Director Jeffries plans to write a Cultural Coalition Grant to cover the cost of bringing these presentations to four of the County's libraries. Director Jeffries has been in contact with Les Watters, the Columbia County Museum Curator, about having a display that would tie into the presentations.

*Scappoose Project:* Director Jeffries stated that the project is getting into the nuts and bolts of the process. All of the TLC [The Library Corporation] software that is used to manage our Library's collection is moving off of local servers into the 'cloud'. This move will occur over the Veterans Day weekend. The following weekend all of the software will be upgraded to the latest version. In the final phase, the cataloging records of both libraries will be merged and their holdings will display in a shared catalog.



Director Jeffries reported that the library is currently hosting an intern that is being sponsored by WorkSource Oregon. Intern Emily Larson, will assist staff in cleaning up records so that the catalog is ready for conversion as well as perform shelving and book processing duties.

Jeffries also noted that Youth Librarian Kolderup will be utilizing an intern for assistance with STEM Programs. This funding is made possible through the NW Regional ESD STEM Hub.

**COUNCILOR'S REPORT:** Councilor Conn reported that the next Council meeting will be about the Waterfront development. It is tomorrow night [10/19] and everyone is encouraged to attend.

**FRIENDS' REPORT:** N/A

**BOARD MEMBER COMMENTS:** Member Anderson asked if there was information online about the Conversation Project programs. The group discussed the comments that are on the City's Facebook page. Information about the programs has not been posted on the Library's web page yet.

**SUMMARIZE ACTION ITEMS:** Director Jeffries stated that the Board Member sheet that is published by the City needs to be updated with current Board Member information.

**NEXT MEETING:** The next regularly scheduled meeting will be Tuesday, November 16, 2018 at 7:15 p.m. in the Columbia Center Auditorium.

**ADJOURNMENT:** Vice Chair Heynemann adjourned the meeting at [8:30 pm]

CR

Respectfully submitted by:

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Library Board Secretary, Dan Dieter

**2018-2019 Library Board Attendance Record**

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

Date	Anderson-Bibler	Funderburg	Gaelrun-Maggi	Heynemann	Murray	VACANT	VACANT	VACANT	VACANT
07-19-2018	<b>CANCELLED</b>								
08-23-2018	P	P	E	P	P				
09-18-2018	P	P	P	P	P				
10-16-2018	P	P	P	P	E				
11-13-2018									
12-11-2018									
01-14-2019									
02-11-2019									
03-11-2019									
04-8-2019									
05-13-2019									
06-10-2019									

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

**CITY COUNCIL MINUTES**

Presented for approval on this 5<sup>th</sup> day of December, 2018 are the following Council minutes:

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2018

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- Work Session, Executive Session, and Regular Session Minutes dated November 7, 2018
- Public Hearing and Regular Session Minutes dated November 15, 2018

**After Approval of Council Minutes:**

- Scan as PDF Searchable
- Make one double-sided, hole-punched copy and send to Library Reference
- Minutes related to hearings and deliberations get copied to working file
- Save PDF in Minutes folder
- Update signature block on Word document in Granicus & Publish
- Copy Word document into Council minutes folder on Administration drive
- Update file name & signature block of Word ES document & copy in Admin drive
- Email minutes link to distribution list
- Add minutes to HP Trim
- File original in Vault
- Update minutes spreadsheet

# City of St. Helens City Council

Work Session Minutes

November 7, 2018

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**Members Present:** Mayor Rick Scholl  
Council President Doug Morten  
Councilor Ginny Carlson  
Councilor Susan Conn  
Councilor Keith Locke

**Members Absent:** None

**Staff Present:** John Walsh, City Administrator  
Kathy Payne, City Recorder  
Matt Brown, Finance Director  
Sue Nelson, Public Works Engineering Director  
Joe Hogue, Police Lieutenant  
Sam Erskine, City Prosecutor  
Amy Lindgren, Municipal Court Judge  
Tina Curry, Event Manager  
Riki Thompson, Municipal Court Clerk  
Jose' Castilleja, Police Sergeant  
Jacob Graichen, City Planner  
Jenny Dimsho, Associate Planner

**Others:**

Herb Bailey	Patrick Trapp	Stephanie Patterson
Jay Tappan	Wayne Weigant	Simon Date
Mitzi Ponce	Don Patterson	Morris Malakoff
Nicole Thill		

1) **Call Work Session to Order - 1:00 p.m.**

2) **Swearing in of New Police Officer Kolten Edwards**

Municipal Court Judge Amy Lindgren swore in new Police Officer Kolten Edwards. Welcome, Officer Edwards!

3) **Visitor Comments - Limited to five (5) minutes per speaker**

- ◆ Mitzi Ponce, representing 2Cs Vendor Mall. She reported on the benefits her store received during the month of October.
  - About 12,000 visitors came to her business during October. That's an approximate 24% increase from last year.
  - Raised \$1,149 in change to benefit the Kiwanis Children's Fair.
  - Had a 23% increase in the number of sales transactions.
  - Had a 16% increase in the average amount of sales.
  - Having the crowd spread out over four weekends allowed for a smoother flow in their store.

- They heard visitors talk about their satisfaction with the event, this was their second and third year visiting, and that they would be coming back mid-week to visit.
  - Their experience was positive.
  - Heard very few negative comments. It was primarily from people who came the last couple days of the month but that was poor planning on their part because they didn't check the schedule.
  - Thanked Tina for arranging the events and spreading them throughout all four weekends.
  - Thanked Council for supporting Tina. They had a tremendous month.
- ◆ Don Patterson, representing St. Helens Kiwanis Club, Daybreakers Kiwanis, and St. Helens Lions Club. They had the opportunity to raise money for their clubs by driving the shuttle and running the museum during Spirit of Halloweentown. Generally speaking, the people that came through the museum were very happy with it. They had people from all over; including Germany, North Carolina, and all over the western United States. That brought in a lot of additional money to local businesses. They repeatedly recommended restaurants within walking distance of the museum. A recurring comment he heard from people talking in the shuttle was how beautiful St. Helens is. That's a good reminder for those of us who have lived here a long time.
  - ◆ Herb Bailey, representing Hudson Garbage Service. They are starting their third annual Build-a-Bike program. They partnered with Walmart last year to build 120 bikes for DHS foster care. Their goal this year is 300 bikes. He is seeking help for building and delivering bikes. It's a great cause and the impact it has on the community is phenomenal. Employees work 10-12 hour days and then volunteer to help with the bikes.

Mayor Scholl encouraged Council to consider donating funds to help purchase bikes. He would also like to help build and deliver bikes. Finance Director Brown reported that Council has \$8,100 available for this fiscal year in discretionary funds.

**Motion:** Carlson moved to donate \$500 to Hudson Garbage for the bike project. Conn seconded.

Discussion. Carlson encouraged Hudson Garbage to show their progression on social media. She would like the community to see how much more Hudson Garbage does than just collecting garbage. Scholl suggested they do it on a Friday afternoon when the Council can come help and bring Communications Officer Farnsworth to take photos.

**Vote:** All in favor; none opposed; motion carries.

- ◆ Patrick Trapp, representing Port of Columbia County and St. Helens Kiwanis.
  - The Port is in the rezoning process at Port Westward. Hope to have a decision by the end of the year.
  - The Port and City have been working well together on business opportunities.
  - St. Helens Kiwanis is seeking red kettle bell ringing volunteers for the holidays. The 100 spots are about 40% full. The money raised goes to Holiday Hope within our community. Additional information can be found on the Kiwanis website.

- ◆ Simon Date, representing the South Columbia County Chamber of Commerce, reported on the month of October.
  - The Chamber received between 2,000-3,000 visitors. It was a really good experience. He thanked the Council for partnering with the Chamber.
  - The plan is to keep the Museum of Peculiarities and Oddities at the Chamber until they find someone else who needs the space. It will be open 11 a.m. – 3 p.m. on the weekends. It will allow the Chamber to remain open seven days a week.
  - There were 46 Booze Cruise participants on October 20. They learned a lot to improve for next year. He approximates 75% of the participants were from out of town, which is great for tourism.
  - The Chamber was recognized at the state level for Chamber Chats. He thanked the Council for being a part of it.
  - Releasing a new class schedule tomorrow. Classes are open to all members of the community.
    - Sexual Harassment
    - QuickBooks
    - Small Business Administration
  - Investigating a new digital billboard to announce upcoming events.
  - St. Helens High School Girls Soccer team sold 400 trees as a fundraiser. The trees will be planted along the Crown Zellerbach trail.

City Planner Graichen spoke regarding the Chamber's proposal to put up an electronic billboard sign. The Chamber building is largely within the Railroad right-of-way and abuts the City's right-of-way. The Council requested to view the proposal before a decision is made by Planning.

- ◆ Jay Tappan, representing the Merchant's Toy N Joy Committee. He requested a donation for the Toy N Joy auction. Last year the City donated a \$200 utility bill discount coupon.

Councilor Carlson talked with Luanne about donating a basket of items from our Spirit of Halloweentown gift shop. Jay agreed that baskets go well in the auction.

**Motion:** Upon Conn's motion and Carlson's second, the Council unanimously agreed to donate a \$200 utility bill discount coupon and a gift basket.

#### 4) **Discussion Topics**

##### 4.A **1st Quarter Municipal Judge's Report - Amy**

Municipal Court Judge Lindgren presented her first quarter report.

- Reviewed the new procedure for in-custody cases.
- In the process of updating the supplemental local court rules. Had to make some changes to comply with laws.
- Met with Court staff to discuss timelines for obtaining and entering traffic citations. Next step is to meet with Police Department staff.
- Have been in contact with DMV and OSP to update systems for reporting dispositions.
- Would like to address the backlog of data entry. It's a two-person job being done by one person. It's important to work efficiently.
- Hoping the Police Department will convert to electronic citations. It will simplify work for Court staff. Lt. Hogue confirmed they are looking into it. They have spoken with agencies who are not happy with the systems.

- Excited about the new court reporting software that the City will be getting soon.

#### 4.B 1st Quarter Prosecutor's Report - Sam

City Prosecutor Erskine presented his first quarter report. A copy is included in the archive meeting packet.

- Reviewed and addressed backlog of cases.
  - Cases were issued but court dates were not set.
  - Made case notes in each file.
- Changed processes to issue court dates immediately.
- Appointment of defense counsel.
- Court file management.
- Revise victim's notifications and services.
- Develop file management processes.
- Court and police staff have been very helpful through the transitions.

Councilor Conn expressed her appreciation of the changes that have occurred.

Councilor Carlson talked about the benefits of the CIT training for Court staff to recognize and be able to better assist individuals in a mental health crisis. Erskine responded that he has spoken with Sgt. Eustice about the training and is interested in participating. Lindgren added that they are able to recognize those situations, which is why it is very important to assign a defense attorney early on.

#### 4.C 1st Quarter Municipal Court Report - Matt

Finance Director Brown presented his first quarter Municipal Court Report. A copy is included in the archive meeting packet. After reviewing the report, he addressed the need for additional court staff. He is requesting a temporary part-time employee to help with data entry. They are hoping to find someone who has court experience. Council concurred with moving forward on hiring temporary court assistance.

#### 4.D Review Emerald Meadows Subdivision Final Plat & Conditions - Jacob

City Planner Graichen reviewed his memo with Council. A copy is included in the archive meeting packet. The final plat for Emerald Meadows Subdivision is ready to be signed with exception to a performance bond for sidewalks. Wayne Weigandt is requesting that instead of requiring the bond before the final plat is approved, that it be required prior to the City issuing building permits for the lots. Wayne is in attendance to answer questions.

Wayne distributed a memo to the Council. A copy is included in the archive meeting packet. He is in the process of selling the property to Richmond Homes but doesn't close until November 15. The Board of Directors of Richmond Homes will not sign a performance bond until they have the title in hand. Richmond Homes has agreed to sign the bond after the transaction closes.

Council President Morten asked Wayne what potentially could go wrong by not having a bond. Wayne responded that he does not envision any concerns. Certificate of Occupancy's will not be issued until sidewalks are complete. Discussion ensued.

**Motion:** Upon Carlson's motion and Morten's second, the Council allowed the Mayor and Planning Commission Chair to sign the final plat and allow the performance bond to be issued after the sale of the property. Carlson, Conn, Morten, and Scholl in favor; Locke abstained; none opposed.

Councilor Locke abstained because he believes there is a conflict of interest. Last time Wayne was in here he called Locke a liar.

Graichen explained that this will change the wording of one of the items on tonight's agenda. It should now state, "...pending receipt of a performance bond before the issuance of building permits for lots within the subdivision."

#### 4.E Update on New Fleet Management Program at Police Department - Joe

Sgt. Castilleja updated the Council on the patrol cars. Copies of the photos he distributed are included in the archive meeting packet. He has not heard any negative impacts from agencies currently leasing vehicles with this program. The new vehicles also provide advanced technology. They will be working with Brown on a phased approach to replace the existing fleet with new vehicles.

Castilleja talked about visitors wanting to be safe. The current white gets lost in the crowd. They are proposing more black with the current white. They take pride in what they do and this showcases that. They are mentors to youth and serve in the community.

Mayor Scholl talked about the importance of publicizing what they're doing. It's not costing more to purchase cars. Leasing them is the same expense.

Discussion ensued about tinted windows. It's a safety feature for both the officer and their occupants. It's important to have clearly marked vehicles that are approachable.

#### 4.F Discussion Regarding National Fitness Campaign

Finance Director Brown presented a National Fitness Campaign [video](#) to the Council. The City was approached by the company to see if we would be interested in bringing a fitness court to the city. It is not on our master plan or project list. Does the Council want to see this in St. Helens? Brown explained that they have already been approved to receive a \$30,000 grant from them. With that comes an obligation from the City of \$60,000 in addition to the City obtaining an additional \$30,000 from other sources. The company proposes for it to be located on the Waterfront. If the Council is unsure, he can report to the company that they're not interested at this time but may be in the future. Council response:

- Council President Morten pointed that they already have fitness stations along the trail in McCormick Park. The Lions Club provides maintenance to it. He does not think the proposal is one of their priorities as this time.
- Councilor Carlson has been to multiple locations with that type of design. They seem to be the least used. The ones most used are simple pieces, near playgrounds and trails.
- Councilor Conn likes the idea but wants to upgrade what we already have instead of bringing this in.
- Mayor Scholl is not in favor of it right now.

#### 4.G FY 2019/20 Budget Process Review - Matt

Finance Director Brown reviewed last year's budget process. He is trying to streamline the process for next year. The Council requested to see:

- Straight to the point requests from department heads to the Budget Committee with 10-15 minutes time limitations.
- Staff to review Council goals and tie requests to them.
- Additional full-time employee requests need to address what's missed.



- Review hybrid of the goals during the December 19 Council work session.
- Give the Budget Committee a structure to work within.
- Be very precise about where we end up with our reserves at the end of 2019, 2022, and 2025.

City Administrator Walsh talked about the goals of the Budget Committee. There is a tendency for the Committee to be more than what the ORS defines. We need to keep it simple. The Council is the policy makers and should have some of those discussions before going to the Budget Committee.

#### 4.H Request to Waive Building Permit Fees for Recreation Center Roof - Matt

Finance Director Brown requested a waiver of building permit fees for the new roof on the Recreation Center. A copy of the request is included in the archive meeting packet.

Councilor Carlson pointed out that when they approve building permit and Systems Development Charge (SDC) waiver requests, the money still has to come from somewhere. She asked Brown to elaborate. Brown explained that those fees are backfilled from another source. It cannot just be taken from utility bills.

**Motion:** Upon Conn's motion and Carlson's second, the Council unanimously waived the building permit fee of \$491.49.

### 5) Department Reports

Lt. Hogue reported...

- Thanked the Council for allowing them to use the Columbia County shooting range again.
- Sgt. Castilleja is going to coordinate a Reserve Academy next year. Applications will be accepted soon.
- Donut Day is December 8.
- Hoping for increased attendance at the First Thursday events. The next one will be the CIT program with Brianne Mares. They have three employees who need go through the program.

Public Works Engineering Director Nelson reported...

- They have had a busy month. As development comes in they have plans to review and contractors to observe in the field.
- She and the primary engineer for the I&I reduction program were interviewed for an article in the I&I Magazine last month. There has been a lot of interest nationally in the City's I&I reduction program because it has been successful over the years.
- Gave a presentation of the Godfrey Park Storm Drain Project at the Pacific Northwest Cleanwater Agency Conference (PNWCA). They were invited to do that same presentation at a water environmental school in the spring.

Finance Director Brown reported...

- Only received one application in response to the towing request for proposals (RFP). They reached out to two other vendors in the County but still did not receive interest. He would like to move forward with contract negotiations with Drake's Towing. Council concurred.
- Have had ongoing concerns with our IT services; such as the customer service and repairs in a timely manner. The yearly contract with Centerlogic expires in February.

They are having difficulty with not having someone here on a regular basis who could go from one building to another in a timely manner. Staff would like to explore hiring a full-time IT employee and keeping a modified contract with Centerlogic for bigger projects. They have the funds in the budget based on what departments are charged for the Centerlogic contract. Discussion ensued. Councilor Locke encouraged staff to contact St. Helens Computer Center to see what they can offer. Councilor Carlson agreed with investigating a local service. City Recorder Payne added that she would like to have a designated person in that position and if they had big projects, they would work with Centerlogic for services. Brown will report back with options.

City Recorder Payne reported...

- The Council needs to set a date and time for the street vacation public hearing that was continued. Councilor Locke suggested sending it back to the Planning Commission (PC). Councilor Carlson responded that they have already seen the street vacation twice and made a recommendation. Council President Morten would like them to make one recommendation rather than two. He has a perceived ethical concern if the Council makes the decision. Mayor Scholl announced that they are talking about his street vacation hearing. He has been completely transparent through the whole thing. He recommended it go through the PC because of his position and it did. He was looking at this property before he was mayor. He is a citizen of St. Helens trying to build his second home.
- The resolution on tonight's agenda is for adding the parade cleanup deposit.
- A few weekends ago, a group of employees from Letica cleaned up McCormick Park. It would be good for the Council to recognize them at a Council meeting. She'll put it on a future agenda to give them a certificate of appreciation.

Event Manager Tina Curry reported on Spirit of Halloweentown...

- Thank you to:
  - JJ Duehren for giving one of the character actors a place to live free of charge for an entire month.
  - Katherine Morrel for her help.
  - Rotary and Elks for their participation.
  - The merchants for staying open late and changing their hours.
  - City work crew for their help.
  - CERT, Kiwanis, OPAS Dance, Columbia Humane Society, and South Columbia County Chamber of Commerce for their staffing help.
  - Hudson Garbage.
  - The citizens who gave time and effort.
  - A great AV team.
  - All the sponsors and the groups who gave their time and energy to make enhance the experience; such as the big parade, Harvest Festival, library activities, Shoestring Community Players, Windermere Ball, Haunted Mansion, Boot Scootin' Barn Dance, quilters, Police Department, Running Dogs Brewery, and other people who hosted activities throughout the month.
  - Stephanie and Don for all of their help.
  - The Council for the opportunity.
- They exceeded their financial goals by 55%.
- Merchants had record sales this year.

- Each weekend brought people from across the country and region. 80% of the people who completed surveys said that they planned on returning every year. The challenge now is to keep it interesting and fun.
- Holding a post-Halloween meeting within the next two weeks.
- Spreading out the pumpkin lightings across four weekends helped.
- Parking was improved.
- The traffic scenario was adequate.
- Working with the South Columbia County Chamber of Commerce will provide year round tourism efforts. It will be beneficial to bring people into town year round not just October.

Stephanie Patterson reported on Spirit of Halloweentown...

- Operated the vendor court and participated as a vendor this year.
- You don't appreciate Spirit of Halloweentown unless you're actually on the festival grounds. You pick up the crowd excitement when you're here.
- Stayed focus during the midst of distractions.
- Her daughter spoke with someone in San Francisco who has been to 2C's Vendor Mall and raved about it.
- Help from the City was phenomenal.
- They had 18 vendors; 13 of those local and five of them were brand new. Some ran out of food the first weekend. She had to scramble for new merchandise every weekend. Visitors were looking for stuff to spend money on. We need to keep expanding and moving forward.

City Administrator Walsh reported...

- Glad to see that the elections are now over. Congratulations and condolences. He has been reaching out to the League of Oregon Cities (LOC) and Portland State University (PSU) for newly elected officials training.
- Halloween was great. Success would not be possible without Tina's leadership and all the help.
- The Christmas Tree Lighting and Christmas Ships visit is December 8. It grows every year.
- Promoting the Ed Lokken Fireworks Memorial through social media.
- Investigating additional ways to increase communications.
- Sand Island discussions have been delayed. They will have a presentation for the Council soon.

Discussion ensued about Mayor Scholl's street vacation. Mayor Scholl removed himself from the room. Council President Morten stepped in to Chair the meeting. City Planner Graichen explained that the Planning Commission has reviewed the street vacation twice and made a recommendation. It's a legislative decision that has to be made by the Council with an ordinance.

Councilor Locke voiced his concerns about a street vacation decision pertaining to a piece of property for a councilor in the past. He still hears about it. Council President Morten spoke with an attorney about this at the LOC Conference. She said it's legally fine to make the decision but the perception is that there is an ethics violation. That perception comes from the public.

It was the consensus of the Council to continue the hearing in December after re-notification. Council will individually contact staff to arrange for a site visit.

Mayor Scholl returned at 4:14 p.m.

## 6) **Council Reports**

Councilor Locke reported...

- Requested staff look at a piece of property, come up with a development plan, and to make it more sellable.

Nelson agreed that it makes sense but there's a hundred different options for use. Mayor Scholl pointed out that the property is being appraised. He said it will be a planned development. Locke would like to make it more marketable.

Councilor Carlson reported...

- Have three new members on the Youth Council.
- The wall raising for the 10<sup>th</sup> Habitat for Humanity house is Saturday.

Councilor Conn reported...

- Congratulations to the winners of the 2018 Spirit of Halloweentown Scarecrow Contest.
  - 1<sup>st</sup> place with the grand prize trophy and \$150 – residence at 32671 Pittsburg Road
  - 2<sup>nd</sup> place honorable mention trophy – residence at 131 Crouse Way
  - 3<sup>rd</sup> place honorable mention trophy – Drake's Towing & Recovery

Council President Morten reported...

- Request from the Parks Commission to review the Grey Cliffs Waterfront Park plans.
- Asked what the status is of the City's emergency preparedness. Who's in charge and what's everyone's role in case of an emergency? He would like some guidance when he is questioned by the public. Nelson explained that the Columbia County Emergency Management is the incident commander if it's an area-wide event. Morten requested a presentation at a future meeting.
- The Chronicle hosted an election forum that was very appropriate and effective. He appreciates the candidates being respectful. It was a good process.

Mayor Scholl reported...

- Received a request from community members to host a fireworks display in Ed Lokken's memory. They have established an account fund for people to make donations and already have \$1,270. The fireworks will coincide with the Christmas Tree Lighting and Christmas Ships on December 8. He is requesting Council donate approximately \$700 to cover the cost that is due to Western Fireworks Display prior to all the donations being received.
- Very humbled through the whole election process. It does get goofy with the negative campaigns. He is honored that the community has that much faith in him/us to push the City forward. He's happy with the way he ran his campaign and he's still himself.

## 7) **Other Business**

No other business.

## 8) **Adjourn** – 4:35 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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

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

**City of St. Helens**  
**CITY COUNCIL**

**Executive Session Summary**

**November 7, 2018**

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**Members Present:** Rick Scholl, Mayor  
Doug Morten, Council President  
Keith Locke, Councilor  
Susan Conn, Councilor  
Ginny Carlson, Councilor

**Staff Present:** John Walsh, City Administrator  
Matt Brown, Finance Director  
Kathy Payne, City Recorder  
Joe Hogue, Police Lieutenant  
Sue Nelson, PW Engineering Director

**Others:** Morris Malakoff, Chronicle  
Nicole Thill, Spotlight



Mayor Scholl opened the Executive Session at 4:41 p.m. and gave Council roll call.

The Council met in Executive Session pursuant to ORS 192.660(2)(e) Real Property Transactions to discuss various topics concerning City-owned properties and ORS 192.660(2)(h) Consult with Counsel/Potential Litigation to discuss litigation concerns.

The Executive Session was adjourned at 5:14 p.m.



ATTEST:

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

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

# City of St. Helens City Council

Regular Session Minutes

November 17, 2018

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**Members Present:** Mayor Rick Scholl  
Council President Doug Morten  
Councilor Keith Locke  
Councilor Susan Conn  
Councilor Ginny Carlson

**Members Absent:** None

**Staff Present:** John Walsh, City Administrator  
Matt Brown, Finance Director  
Joe Hogue, Police Lieutenant  
Sue Nelson, Public Works Engineering Director  
Lisa Scholl, Deputy City Recorder  
Jacob Graichen, City Planner

**Others:**

Tara Anderson	James Willard	Cade Duarte
Madi Flores	Karli Cupp	Daniel Suon
Regan Hastings	Avery Gatlin	Brady Bates
Kaylee Ruff	Ben Torres	Connor Koelzer
Karen Oylar	MaKinzie Nelson	Chad Miller
F. Brandon	Gretchen Witt	Destinee Ryder
Jacob Ercey	Christopher B.	Art Leskowich
Kruze Katzenmeyer	Elizabeth Gonzalez	Weston Miller
Alex Miller	Maddie Fuller	Shauna Harrison
Chris Marsh	Steve Topaz	

1) **Call Regular Session to Order - 7:00 p.m.**

2) **Pledge of Allegiance**

3) **Visitor Comments - Limited to five (5) minutes per speaker**

- ◆ James Willard. He lives at the corner of Cowlitz and Strand. There is not enough parking with both apartment complexes there. Code Enforcement has started giving tickets to vehicles parked longer than two hours. There are over 40 residents and only 19 parking spaces. He asked if there is a residential parking pass exempting them from parking limits.

Discussion of parking options. The businesses have also complained about lack of parking because people living in the area are parking there all day. Council reminded James that there is unlimited parking available across from the theater. It was the consensus of the Council to not issue parking tickets the rest of this week to give them time to look into it. Mayor Scholl will contact the building owner.

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- ◆ Destinee Ryder. Distributed copies of emails and social media correspondence from Finance Director Brown. A copy is included in the archive meeting packet. Destinee asked what the hours are for Finance Director Brown.

Mayor Scholl responded that he is salary. Destinee went on to ask what the social media policy is for staff during work hours. Mayor Scholl is not aware of one. Destinee suggested they look into it. It's ridiculous what employees post on social media during work hours. Requesting minutes was a simple Google search. She addressed Brown about bullying and asking questions on social media. No one on the Council has requested meeting minutes from her and she's the SHEDCO secretary. Mayor Scholl told Destinee to address the Council and not Brown. Brown tried calling and emailing with no response. Social media was the only way he was able to make contact with SHEDCO for copies of minutes.

Destinee said she has come to Council multiple times to try to work together. They are written into each other's bylaws and goals. The Council allowed an outsider to come in and create so much of a friction that she's now angry at the City because neither one is benefitting the community. Mayor Scholl argued that he gave SHEDCO an opportunity two years ago to bypass the person mentioned and come directly to the Council and they chose not to. After a recent Planning Commission meeting, Scholl talked to SHEDCO Chair Al Petersen about the drama needing to stop and Al responded that it's not going to. Scholl attended several SHEDCO meetings and the only one from the Board who attended was Al. The meeting locations are not advertised.

Destinee said that nonprofits are not required to provide copies of meeting minutes. Finance Director Brown read a response from the attorney about the meeting minutes. She is correct about nonprofits not having to provide meeting minutes. However, there is an exception because they are providing a government function in lieu of the government, based on the bylaws she read earlier. Minutes have to be provided to the City because of the affiliation. Destinee argued that they are not affiliated. Scholl argued that she earlier stated that they are.

Councilor Carlson talked about perception and ethics. Council needs to look into the social media policy. She hopes they can still have good conversations in the midst of disagreement. Councilor Conn agreed with having civil discussions.

Discussion ensued about the relationship between SHEDCO and the City. Destinee presented a study conducted by the State of Oregon Mainstreet Program. A copy is included in the archive meeting packet. They are not trying to hurt the City. They're following their bylaws.

Destinee spoke about her children last time she addressed the City. There was an email from a City event planner to Kimberly Brown's agent saying that Destinee only volunteers so her children can meet celebrities. David is no longer here because he feels disrespected sitting in here. Mayor Scholl said the event planner does not speak for the Council. Destinee said Tina treats everyone horribly. It's not acceptable. It was printed in the Spotlight. Mayor Scholl questioned how it got printed in the Spotlight. It was a confidential correspondence between the City and Kimberly's agent. It never should have been made public. City Administrator Walsh pointed out that the agent sent it to the Spotlight.



Mayor Scholl talked about it being a circle. He talked about the bigger projects the City has going on. He doesn't have time to keep trying to fix the SHEDCO connection. He apologized to Destinee. He thought she was coming in representing SHEDCO. He appreciates nonprofits.

Destinee respects the Council. One step in the right direction would be recognizing what SHEDCO has done. She would like their app added to the website. They have asked Council to come when awards are won and they don't show up. We need to show the community we're working together. Mayor Scholl talked about relationships being give and take. He showed up and wasn't even acknowledged. He has a lot going on. He suggested a break from each other. She's willing if City staff would stop questioning them.

- ◆ Gretchen Witt. She wanted to make it clear that she is no longer part of SHEDCO. She urged Council to form a social media policy for their employees. She would not allow her employees to do what was done on company time.

Mayor Scholl apologized for associating Gretchen with SHEDCO.

Gretchen hates the fighting and wants to end the drama. It's a great idea for the City and SHEDCO to take a break. She wants to be seen as someone who has moved on.

Finance Director Brown pointed out for the record that the letterhead in emails is in response to a question from Al Petersen.

- ◆ Shauna Harrison.
  - Congratulations to those elected.
  - This has been an interesting night.
  - Suggested arbitration for the City and SHEDCO to move on in a functional manner. Spirit of Halloweentown suffered greatly because of the strain.
  - Need to hold employees and contractors to a higher standard. Involving children should be grounds for dismal or ending a contract.
  - She would like someone to look into the possibility of having rural areas vote for City officials. She's going to do some more research and report back.
  - She talked about the need for parking permits where there is little off-street parking. People could pay a nominal fee.
  - The cross talk during visitor comments can be beneficial but the Council needs to help visitors stay within the five minute limit. It's about everyone working together. She expressed her disappointment with how the City and SHEDCO communicated.
- ◆ Art Leskovich. He attended a meeting a couple years ago and suggested the Council keep their options open for repurposing the lagoon. He would like to see the presentations Walsh has been conducting offsite. He encouraged the students in attendance to get involved, do research, and make their own decisions. The lagoon project will cost a lot.

Mayor Scholl clarified the size of the property.

- ◆ Steve Topaz. Suggested the City be audited by a third party; including finances, departments, and projects, etc. The County recently found someone pocketed money because they didn't have an auditing system.

Councilor Locke responded that an audit is done every year. It's posted online.

4) **Resolutions**

- 4.a Resolution No. 1831: A Resolution Adopting a Universal Fee Schedule, and Superseding Resolution No. 1829

**Motion:** Upon Carlson's motion and Conn's second, the Council unanimously adopted Resolution No. 1831. [Ayes: Conn, Scholl, Carlson, Morten, Locke; Nays: None]

5) **Approve and/or Authorize for Signature**

- 5.a Emerald Meadows Subdivision Final Plat Pending Receipt of Performance Bond
- 5.b Enterprise Fleet Management – Master Equity Lease Agreement, Amendment to Master Equity Lease Agreement, Maintenance Agreement, Maintenance Management and Fleet Rental Agreement, Phillips 66 Card Application, and Consignment Agreement
- 5.c Grant Contract Documents for OBDD Brownfields Redevelopment Fund \$100K

City Planner Graichen amended '5a' to read, "Emerald Meadows Subdivision Final Plat Pending Receipt of Performance Bond Before the Issuance of Building Permits for Lots within the Subdivision."

**Motion:** Upon Morten's motion and Carlson's second, the Council unanimously approved '5a' through '5c' as amended.

6) **Appointments to Boards/Commissions**

- 6.a Appointments to City Boards & Commissions

Council President Morten pointed out that several boards and commissions have vacancies.

7) **Consent Agenda for Acceptance**

- 7.a Library Board Minutes dated September 18, 2018

**Motion:** Upon Conn's motion and Carlson's second, the Council unanimously approved '7a' above.

8) **Consent Agenda for Approval**

- 8.a Council Work Session, Special Session, Regular Session, and Executive Session Minutes dated October 17, 2018
- 8.b Accounts Payable Bill Lists

**Motion:** Upon Morten's motion and Conn's second, the Council unanimously approved '8a' through '8b' above.

9) **Mayor Scholl Reports**

- It was a different meeting tonight.
- Recommends cutting ties completely with SHEDCO. It's a hindrance to bigger projects and a negative perception for both organizations. He has tried working with them. He apologized if he acted unprofessional.
- Christmas Ships will be coming soon. He was approached with a request to shoot fireworks as a memorial to Ed Lokken. They have raised over \$1,200. They have five weeks until the shoot but the order has to be submitted prior to that. Councilor Carlson would like to fill the gap up to \$5,000. Councilor Locke would like all fireworks volunteers to be included in the tribute.

**Motion:** Upon Carlson's motion and Locke's second, Council unanimously agreed to donate up to \$5,000 for a fireworks shoot on December 8 in remembrance of all fireworks volunteers.

Question from the audience asking if Council members know who is coming to speak. Council said no. It's all a surprise. Councilor Carlson added that volunteers work hard and are passionate about their time.

#### 10) Council Member Reports

Council President Morten reported...

- It was a good session that was painful but beneficial.

Councilor Conn reported...

- Nothing to report.

Councilor Carlson reported...

- Veterans Day Celebration at the new Veterans Plaza in McCormick Park at 10:45 a.m. on November 11.
- The Habitat for Humanity house will raise walls on Saturday. A family of five hopes to be in there soon.

Councilor Locke reported...

- Talked about the intersection of St. Helens Street and S. First Street and the intersection of S. First Street and Cowlitz Street. He wants to turn both of those into a four-way stop. He's seen several people almost hit and several accidents at both intersections.

**Motion:** Locke moved to direct Public Works to install four-way stops at the intersections of S. First Street and St. Helens Street and S. First Street and Cowlitz Street. Conn seconded, noting that it's a safety concern.

Question. Council President Morten asked Public Works Engineering Director Nelson why staff has not moved forward on this in the past. Nelson explained that it does not comply with the adopted Manual on Uniform Traffic Control Devices (MUTCD) and does not meet traffic control standards. Signage would be problematic because of the width of the intersection. It is in the master plan when work is done in the downtown corridor area. If Council directs otherwise she will do so, but does not agree that's the correct approach at this time.

Council President Morten asked about the West Street and S. 6<sup>th</sup> Street intersection being changed recently. Nelson responded that was a previous supervisor and she's not sure how the decision was made or if it complied. Nelson pointed out the geometry is very different there with the street widths.

Councilor Carlson sees the need even if it doesn't fit Code. Discussion ensued. Nelson would want a traffic engineer to come in and design the location of the stop signs because they are abnormal intersections. She approximates it would cost \$25,000. Walsh suggested directing staff to come back with a design proposal.

**Vote:** Locke, Carlson, Conn in favor; Morten and Scholl opposed; motion carries.

Morten declared that he is opposed because he would prefer a study done first. Council directed staff to work on a plan soon.

11) **Department Reports**

Lt. Hogue reported...

- Nothing to report.

Public Works Engineering Director Nelson reported...

- Nothing to report.

Finance Director Brown reported...

- City Administrator Walsh and City Recorder Payne are working on a new personnel policy. There are social media aspects in the new policy. There is a wavy line of legality of what Council can request from him of what he has done on his personal time. However, he's happy to share any comments he has made. He does post when he has facts and information to give. He does not think what he said was disrespectful. He cc'd Mayor Scholl in all responses to emails.

Mayor Scholl talked about severing ties with SHEDCO. Brown reminded the Council that he is exempt and is working 24/7. Councilor Carlson said sometimes people can feel bullied even when you're not intending to because you're coming from a management position. Scholl talked about the ethics violations by SHEDCO. It created a conflict of interest when a member on the Board created a rendering for El Tapatio that was eventually awarded a grant.

Deputy City Recorder Scholl reported...

- Nothing to report.

City Administrator Walsh reported...

- Confirmed that the City does have a social media policy. He supports Brown in his position. As far as a comment made about the Spotlight article involving children, Destinee talked about her kids in a Council meeting. It wasn't made up.
- Columbia River PUD has requested a pay station. It used to be at the St. Helens Credit Union. A pay station is included in their franchise agreement. The PUD would pay for it. Discussion of location and use.

12) **Other Business**

No other business.

13) **Adjourn** – 8:53 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Rick Scholl, Mayor

**City of St. Helens**  
**City Council**  
**Acting as both the Governing Body & Urban Renewal Agency**

**Public Hearing Minutes**

**November 15, 2018**

**Members Present:** Mayor Rick Scholl  
Councilor Keith Locke  
Councilor Susan Conn  
Councilor Ginny Carlson

**Members Absent:** Council President Doug Morten

**Staff Present:** Matt Brown, Finance Director  
Jacob Graichen, City Planner  
Lisa Scholl, Deputy City Recorder  
Sue Nelson, Public Works Engineering Director  
Margaret Jeffries, Library Director  
Ed Trompke, City Attorney  
Joe Hogue, Police Lieutenant (arrived at 6:47 p.m.)

**Others:**

Nancy Whitney	Mary Anne Anderson	Agnes Petersen
Howard Blumenthal	Tammy Maygra	Natasha Parvey
Diane Dillard	Robin Loper	Blair Walter
Art Leskowich	Molly Matcham	Alan King
Al Petersen	Mary Hubbard	Russ Hubbard
Harvey Bilton	Vicki Jeffries Bilton	Rosalie Sumsion
Leah Tillotson	F. Brandon	Brady Preheim
Tia Sharp	Martin Andrews-Lynn	Seth Springer
Steve Topaz	Katherine Andrews-Lynn	Morris Malakoff

1) **Open Public Hearing - 6:00 p.m.**

2) **Topic**  
2.A [Sale of City-Owned Property - approximate 8.21 acre parcel located in the southeast corner, more-or-less, of the paper mill property at 1300 Kaster Road](#)

City Planner Graichen presented the public hearing. Councilor Locke recused himself from the hearing and deliberations. Graichen went on to give a history of the property. The City purchased the property in 2015. ACSP, who is the leasee, wants to purchase the property. He talked about the public hearing notices published. A land partition will have to be done as part of the sale. The property will be sold for over \$3 million. It will be seller financed over 60 months. Copies of the appraisal summary were available at the back of the room and can also be found in the archive meeting packet. Property was appraised at just over \$1.5 million.

The Urban Renewal Plan authorized the sale. It's important to note:

- Price
- Community benefit fee - \$2000/month over a five year period benefiting nonprofits of the City's choosing
- Public safety, education, and parks fund – based on the size of product and whether or not production is happening
- Proposed use - industrial agriculture
- Need agreements for utilities

### Testimony - In Favor

- ◆ Howard Blumenthal. This is a great way for the City to earn money for the property. It's a green business. It's not oil and will not heavily pollute like other industries. Reminded the Council that this is a small group of citizens in attendance. A lot of people just don't show up for these meetings. It's good for the community.

### Testimony - Neutral

- ◆ Frank Brendan. He heard that the purchasers will have a right of refusal for other potential purchases of the rest of the property.

Mayor Scholl responded that they have the right to purchase but if someone else has the money it can be sold. The lease is mute. This is a purchase agreement.

- ◆ Steve Topaz. The property is about 8.2 acres. That's about \$400,000/acre. The Waterfront property is estimated at \$11 million/acre. The lagoon is a toxic waste dump and ranged from \$40,000 - \$200,000 million. That's half a million for the sale of this property and \$5-11 million for the surrounding properties. Because of the public outcry in opposition to high buildings, the City threw away \$20 million in permits. That's about \$1 million/acre. There was talk about the number of people that will be hired. That will take an acre or two for parking. He pointed out that 1,000 employees equals one person for each 34 square feet of space. Half a million dollars was taken from the schools by making them pay for permits. How much money can these people actually make? He talked about income from Tourism. The City won't collect any money on this business. The tax collected goes to the State. He wants the legal people to review the document to see how the sale goes. He's very worried about it.
- ◆ Brady Preheim. He sees the pros and cons. He is not a fan of pot or alcohol. He's not a fan of selling the property but understands why it has to be sold instead of leased. This is a small portion of property out of 204 acres. Steve mentioned no tax. Is that true?

Mayor Scholl responded that is not true. The tax falls within the Urban Renewal Plan and the City will receive 100% of the tax. That's why this is a joint hearing.

Brady pointed that something needs to go there, whether it's risky or not. Drug dealers seem to have a lot of money. It goes back to the City if they default. He recommends approval in spite of the concerns he has.

Mayor Scholl clarified that the subject property is the furthest away from City Hall property. It's a former Brownfield hole that was filled. It does appraise at just over \$1.5 million. They are selling it for \$3.5 million. There are only 15 acres on the back side of the current leased property to

Cascade Tissue. This is 8.2 acres of that 15 acres. Graichen further explained the location. A copy of the map is included in the archive meeting packet.

### Testimony - In Opposition

- ◆ Diane Dillard. Submitted a letter and read it into the record. A copy is included in the archive meeting packet. She is opposed to the sale.
  - Growing cannabis on this prime piece of agriculture property is a travesty.
  - The land that was basically donated by Boise is a proposed agriculture use.
  - She questions the long-term viability.
  - The City needs family-wage jobs.
  - She requested the Council go back to the mission outlined when the world renowned architects visited St. Helens several years ago and find the proper tenants for the subject property.
  
- ◆ Blair Walter. Submitted a letter and read it into the record. A copy is included in the archive meeting packet. He is opposed to the sale.
  - This affects his property tax basis even as a resident in Columbia City.
  - He disagrees with the statement that the City finds it convenient and in the public interest to sell the property to ACSP for use as an agriculture industrial facility. It is not in the best interest of the public or Urban Renewal Agency.
  - Cannabis cultivation is considered an agriculture activity. After two years, they would be eligible for reduced property taxes. Additional information about the program and examples of other agricultural businesses are attached to his letter.
  - He has no issues with marijuana. There is already a large supply in Oregon and he's concerned about the viability. There is a big difference with local government financing the sale.
  - This is a bad plan for the City.
  - There are not a lot of buildings on the property but this area has buildings and is ready to go.

Mayor Scholl talked about the taxes. This is the largest grow in OLCC history. He does not believe it will qualify for the agricultural exemption.

- ◆ Tammy Maygra. Submitted a letter and read it into the record. A copy is included in the archive meeting packet. She reviewed the history and sales of marijuana. She emphasized that there is more supply than demand. Why do we want to waste our time on a pot plant in this community? She questioned number one and number six on the resolution. The acreages don't match.

Graichen clarified that the 9.5 acres was an estimate based on general boundaries. Once they looked at it as a potential land division, they got an exact amount of 8.21 acres.

Tammy said there's no verbiage in the resolution to protect tax payer funds if the business fails. She went on to review her concerns included in the letter.

- ◆ Natasha Parvey-Leskowich. She is opposed to the sale. The marijuana industry is saturated. We need living wage jobs. The industrial property should remain industrial.

- ◆ Rosalee Sumsion. She is opposed to the sale based on the fact that it is illegal on a federal level. We have a duty to the children of the community. It sets a bad example for the City to sell something that is illegal on a federal level.
- ◆ Alan King. The Council has the responsibility to represent and achieve what's the best for the citizens. St. Helens is in a spectacular location with an incredible Waterfront and the basalt cliffs. There seems to be an inferiority complex thinking we're the garbage camp. A battery plant, making plastic buckets, and plastic bottle recycling barely pay over minimum wage. This would take a wonderful piece of industrial land and sell it to a business who will pay most of their people minimum wage. The Council owes the citizens better. The purchaser wants the property because it's flat with great access to the Portland area. Many other industrial businesses would want the property for the same reason. He spent 32 years at the County assessor's office. They went by the highest and best use and the Council should too. He's also concerned about the smell. Composting facilities in Portland still smell bad. It's expensive to run the technology effectively.
- ◆ Nick. He is not opposed to cannabis. It has helped his son with a rare disorder. He lived in California for seven years and owned his own cannabis business. He has seen what it's like when everyone has their hand in the pot. Growing 1,000 plants took two people. The market is so flooded right now that it's not going to bring 1,000 jobs. You may be able to get \$500/lb. They don't even know how to disperse it in California because of the federal level. He thinks this property can be used for something better.

Mayor Scholl asked if there is plenty of product for medicinal purposes. Nick said yes.

- ◆ Leah Tillotson. She relocated here about three years ago. St. Helens is beautiful and the people are kind. This is not a good fit. She wants her kids to stay here but doesn't want that to be the option for working. Scappoose is getting high tech jobs and grants. We're better than them with the Waterfront and we're getting this. This was only recently legalized. They don't know the big picture ramifications. It doesn't seem smart to jump in so fast. She's concerned about high schoolers who need jobs. We should hold out for something better. St. Helens is worth that.
- ◆ Agnes Petersen. Her concerns are procedurally.
  - The attorney came in with the front page of the appraisal. She looked at it and noticed that the inspection was done in September 2018. Benham Appraisal Services made the document available on October 9, 2018. She's disturbed that they've had it for that long and no one shared it before tonight. It only includes the summary page and not the full appraisal. You can't tell from the first page if it's valid. She objects to the matter of how this was handled. She might get another appraisal if she knew what it said. Graichen did not say anything about the option to purchase more property, a right of first refusal, and how much was paid for that, if anything.
  - The Council is going into a very dangerous area. She talked about product liability cases she has handled. For years, you could end up with a product liability or the defect. Pesticides are used for bugs on pot. Tobacco has been sued because of chemicals. The City needs to build liability restrictions into any agreement.
  - Is a right of first refusal being given? Mayor Scholl said no.
  - The public is entitled to view the terms and appraisal before signing.



Attorney Ed Trompke explained that the statute stating that the appraisal must be available says the appraisal or other evidence of value shall be presented at the meeting. The purchase price is the best evidence. An appraisal is not required. It was done for reassurance. He's not sure that any other buyer would pay more than the appraisal states.

Agnes asked for a copy of the entire appraisal. Ed does not have a complete copy with him.

Trompke explained that you don't have to have an appraisal with urban renewal. The goal is to get land back in productive use in the community. Mayor Scholl added that an appraisal was done because it was requested by the community.

- ◆ Robin Loper. She has a strong vested interest in the children and families in this community. She doesn't care about the value. The use is not in the best interest of our community, children, and families. We need wage paying jobs. She works in an area that we need to support our schools. This is not good for our community. She supports the opposition.
- ◆ Al Petersen. Submitted a letter and read it into the record. A copy is included in the archive meeting packet.
  - He pointed out the agriculture land in the County. Industrial land is a scarce resource and should be use for its intended use.
  - He played an audio clip of Mexico looking to legalize marijuana.
  - He referenced an article in Forbes magazine. It says that producers growing indoors will not be able to compete if Mexico starts. Mexico has already put places in the US out of business for growing vegetables.
  - The Port of St. Helens was recently contacted by a grower and they decided not to sell to the grower. They wanted to use the land for industrial purposes.
  - It's a low wage industry on industrial land.
  - CBD's are already being researched at good universities. One university recently signed a contract with a grower in Canada because they couldn't find anyone in the US who could provide quality product. The notion that St. Helens will become a research hub is not true. Industries are having a hard time finding employees because people can't pass a drug test. We can do better.
- ◆ Art Leskowich. He learned a lot by listening. He questioned why Councilor Locke recused himself.

After speculation, Trompke said that Locke felt the need to recuse himself and there is no need to speculate.

Art does not believe the best and highest value of the land is being used. He talked about the lagoon. It's interesting that this recreational medical facility is being built on an old landfill. To have a medical product being produced on an old landfill is ludicrous. He understands a big draw is the cheap electricity. It would be interesting to see a presentation from the purchaser. Mayor Scholl pointed out that a presentation was done two years ago when this started.

Art questions what the City perceives as transparency and open to the public.

Mayor Scholl stated that they are all looking forward to the process of learning more about the lagoon.

- ◆ Russ Hubbard. He's a developer for multi-million dollar projects. He does not see this as the highest and best use. If it goes in there, there will be more problems with development around it. You are dealing with an LLC that's owned by another LCC that has been dissolved.

There were questions from the audience above making a decision. Trompke explained the process of deliberations and voting.

- ◆ Mary Anne Anderson. She appreciates everyone who came tonight and expressed concerns. She has concerns about the procedure. She does not believe it complies with the letter or spirit of the law.. The appraisal has not been made available to the public. No one in this room has the information necessary to give informed testimony. There was a statement made earlier that the terms of the agreement are still under negotiation. She asked when they can get a copy of the complete appraisal and terms of the agreement, so they can give testimony that matters.

Trompke reiterated that the statute requires a general overview of the terms of the sale, which has been provided. The agreement won't be final until the partition is complete, which requires access and utility agreements. Trompke found a complete copy of the appraisal in his documents and will make it available to those in attendance.

Mary Anne asked for clarification on the sale. Trompke said the City will carry a note and trust deed for 60 months. It can take less than six months to get the land back. It's a streamline way to get the property back if there's a default.

Mary Anne reiterated that the property is dead-center of a wonderful industrial property in the middle of waterfront property. It will cause other businesses to not want to be there. Mayor Scholl argued that it's not in the middle of the property. It's in a corner. Graichen added that it's adjacent to a significant piece of wetland property. Mary Anne was also concerned that it's adjacent to the water. If you put a path in, you'll be going by this. Mayor Scholl clarified that there are two different properties. This is not the Waterfront Redevelopment property. This is the St. Helens Industrial Park, formerly known as the Boise White Paper site. Trompke added that the land is zoned industrial.

- ◆ Steve Topaz. Argued that the property is deep water port property, defined by the Army Corp of Engineers.

The complete appraisal was distributed to the audience.

Agnes said that she hopes the attorney has something to do with the drafting of the document. She is very concerned about the products liability issue. The liability is unlimited. Trompke responded that there is a potential for liability. There will be requirements in the final agreement that the operator complies with the Oregon Health Department and OLCC. There is no guaranty you won't get sued.

### 3) **Close Public Hearing** – 7:37 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Rick Scholl, Mayor

# City of St. Helens City Council

Regular Session Minutes

November 15, 2018

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**Members Present:** Mayor Rick Scholl  
Councilor Keith Locke  
Councilor Susan Conn  
Councilor Ginny Carlson

**Members Absent:** Council President Doug Morten

**Staff Present:** Matt Brown, Finance Director  
Jacob Graichen, City Planner  
Lisa Scholl, Deputy City Recorder  
Sue Nelson, Public Works Engineering Director  
Neal Sheppard, Public Works Operations Director  
Margaret Jeffries, Library Director  
Ed Trompke, City Attorney  
Joe Hogue, Police Lieutenant

**Others:**

Nancy Whitney	Mary Anne Anderson	Agnes Petersen
Howard Blumenthal	Tammy Maygra	Natasha Parvey
Diane Dillard	Robin Loper	Blair Walter
Art Leskowich	Molly Matcham	Alan King
Al Petersen	Mary Hubbard	Russ Hubbard
Harvey Bilton	Vicki Jeffries Bilton	Rosalie Sumsion
Leah Tillotson	F. Brandon	Brady Preheim
Tia Sharp	Martin Andrews-Lynn	Seth Springer
Steve Topaz	Katherine Andrews-Lynn	Morris Malakoff

1) **Call Regular Session to Order - 7:44 p.m.**

2) **Pledge of Allegiance**

3) **Visitor Comments - Limited to five (5) minutes per speaker**

- ◆ Al Petersen. SHEDCO has participated in community art projects the last few years. Tomorrow at noon is the opening ceremony for the "This Is Us" project. Joan Youngberg spearheaded the project with a goal of 5,000 houses painted by community members. The houses were arranged into sculptures and placed in the Plaza Rose Garden. He hopes to see all the Council there to support those work done by Joan. He feels that project should have been in the center of the Plaza.

Councilor Conn explained that it's in the Rose Garden because Christmas festivities are in the center of the Plaza.

- ◆ Howard Blumenthal. He was shocked that there is a five minute clock but people were allowed to go much longer. It's disturbing that people do not respond to the time clock.
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Mayor Scholl apologized and noted his concern.

- ◆ Tammy Maygra. Encouraged everyone to open their wallets and donate to people in need in the community. This is a good community and it won't hurt to help those less fortunate.
- ◆ Brady Preheim. He addressed comments made last week by Destinee Ryder and the Council in regards to the relationship between SHEDCO and the City. It's not a good plan to separate from SHEDCO. They need each other. However, SHEDCO needs transparency. Before the Council makes a decision, he suggested that Finance Director Brown write an official letter to SHEDCO requesting copies of their minutes. If it's not provided, then terminate. SHEDCO has violated their own bylaws. They don't have a real property owner on their Board nor do they have a person involved in retail. Any entity who receives public funds, should provide minutes. They have also chosen to have a convicted felon on their Board. That person is the public face of their organization. The minutes would provide a lot of answers to questions. The Chair of SHEDCO did a rendering of El Tapatio and then that was selected for the Mainstreet project. Another project that was selected was the Chair's mother's building. Did he recuse himself from both of those? That's what the minutes would provide.
- ◆ Al Petersen, Chair of SHEDCO. He received notice that there was a Facebook post from the City's Finance Director with a public records request for a copy of the minutes. Al sent him an email, cc'ing the Council, providing the ORS that they are not a public subdivision and are not subject to public records requests. The City has been doing a lot of discussion about SHEDCO but did not invite the SHEDCO Board to attend.

Council made it clear that the discussion was not on the agenda. It was brought up during visitor comments from a SHEDCO Board member.

Al referred to Brady's accusation of a conflict of interest. Al explained that the VanNatta and Petersen building applied to the City for a historic grant. It was not part of SHEDCO and he was not involved in the decision. He did help prepare the grant.

Mayor Scholl asked for a copy of the minutes because Al said the City doesn't work with nonprofits during a debate. He wanted proof that Council members were attending the meetings and trying to rebuild the relationship with SHEDCO. Al responded that every time they showed up it caused arguments between the Board. Councilor Locke said the only argument was when he asked if they read their bylaws. Al argued that the question from the Finance Director was political and staff should not be getting involved in politics.

Mayor Scholl requested a report on the Mainstreet grant. Al reported that they received six applications. It was reviewed by the SHEDCO Board. He disclosed his involvement with the drawings and did not vote in favor of El Tapatio. He did not think they would win the grant because it was not a historic building. Jasmine was the grant coordinator. When she left, she asked Al to work with SHPO on the grant. The reimbursement grant is still sitting at the State waiting for El Tapatio to build something. They had to get additional financing. No money has been given. Now it's very difficult to get contractors. He informed El Tapatio that if they don't do something soon they will lose the grant. Someone should have asked him to come in and give a report.

Mayor Scholl talked about the other buildings that applied for the grant. Councilor Carlson asked if another applicant would receive the grant or would it all go away. Al doubts that it would go to someone else.

Councilor Carlson said the relationship with the City and SHEDCO has been so toxic, which is probably why they've never requested a report. They can all do better. She apologized that Al felt attacked. Councilor Conn added that other representatives from SHEDCO have come here and created difficult exchanges. Al expressed that he has also had difficulties with the Board. He does not appreciate SHEDCO being discussed without his notification. Council reminded him that they came here during visitor comments.

Al accused Mayor Scholl of using staff for political advantage. Mayor Scholl argued that Al accused the City of not supporting nonprofits and he wanted to prove that they do.

- ◆ Leah Tillotson. The grant is coming up again and she has the potential to be awarded up to \$250,000. SHEDCO has to exist for her to be able to apply for the grant. The point of the Mainstreet program is business development. You need to get along. There's a lot on the line.

### **Convene Joint Meeting with the Urban Renewal Agency**

#### **4) Resolutions**

- 4.a [Resolution No. 1832: A Joint Resolution of the City Council and Urban Renewal Agency of the City of St. Helens Making Certain Determinations and Findings Relating to and Authorizing the Sale of an Approximately 8.21 Acre Parcel Located at 1300 Kaster Road within the City of St. Helens and Located within the St. Helens Urban Renewal Area](#)

Attorney Ed Trompke pointed out that Councilor Locke recused himself from participating in the deliberations and vote.

Mayor Scholl declared that they have been very transparent throughout the long process.

- There are currently 33 states that have medical marijuana.
- The Council did not legalize marijuana. The voters of Oregon legalized medical marijuana years ago and recently legalized recreational. It follows OLCC licensing.
- The location is the furthest away and on a Brownfield property.
- The OLCC laws are very good.
- The concerns about children obtaining it...his neighbor grew four plants this year. He smelled it and his kids knew what it was. If they really wanted it, they'd get it. He suspects that's where kids will get it and not from an industrial grow. Kids are kids. He doesn't condone it but knows it will happen
- The company is willing to pay a family wage salary of \$30,000 – 40,000 annually. Doug Knight will be running the facility.
- There was a lot of heartfelt testimony. He could make that same claim if it was Budweiser wanting to move in.

Councilor Conn...

- This is an industrial use going in an industrial park.
- The hearing criteria has been met.
- They all want what's best for the City and this is an appropriate industrial use, regardless of how they feel about marijuana.

Councilor Carlson personally dislikes marijuana. She appreciates the input about the City's liability and assets. That has been extended to the City attorney and included in the agreement. Any business can fail. If someone builds and they decide to back out, who protects the small businesses working with them? She wanted to make sure we come out better than we were before. She may not like every business on Mainstreet but that's not for her to decide. If the market decides there's too many growers, they'll go away. If there are too many bars, they'll go away. You vote with your dollars. She doesn't support cannabis but does support the law. Pot has been in the schools for a long time and this gives them money to educate. Sometimes you hope you can learn from bad things. She's been part of all the cannabis hearings. You can govern time, matter, and place. You can't decide the type of business. Part of her freedom is allowing Mayor Scholl to get mad whenever he wants. She does not support cannabis and CBDs. They are policy makers and law makers. They are not moral judges. She hopes a better business comes along to take its place. Mayor Scholl and Councilor Conn agreed with Carlson's statements.

**Motion:** Upon Conn's motion and Carlson's second, the Council unanimously adopted Resolution No. 1832. [AYES: Scholl, Carlson, Conn; Nays: None]

### **Adjourn joint meeting of the Urban Renewal Agency and continue City Council meeting.**

Councilor Locke re-joined the Council meeting.

Councilor Carlson asked if they can talk about Urban Renewal during regular session. Mayor Scholl said yes but cannot conduct Urban Renewal business.

#### **5) Approve and/or Authorize for Signature**

5.a Request for Reconveyance for CAT Loan Payoff of 155 Michael Avenue (Bork)

5.b Contract Payments

**Motion:** Upon Carlson's motion and Conn's second, the Council approved '5a' and '5b' above. Locke abstained from '5a.'

#### **6) Consent Agenda for Approval**

6.a Library Events Assistant Job Description

Library Director Jeffries explained that the position is grant funded that would exist from December through June in support of STEM education. The Youth Librarian will report more in December.

**Motion:** Upon Locke's motion and Conn's second, the Council unanimously approved '6a' above.

#### **7) Mayor Scholl Reports**

- It was a long night for a short agenda.
- The sale of the property is vitally important to get the industrial property developed and ready to go. The property is rolling rock with no infrastructure. He would love to do more for the City but they don't have the money. They have had other businesses look at the property but it's not ready so people don't commit.
- Receiving a Build Grant in the amount \$1.5 million for the Food Bank.
- Creating a public/private relationship to open Sand Island.

- Collaborating with the School District on the Recreation Program.
- The impact tax will help pay for a school resource officer. The City is investing in kids. They care about kids.
- St. Helens is growing fast.
- He does not agree with the comment about bringing in dirty industry.
- He admires the Port of St. Helens, Columbia County, and the City of St. Helens trying to make the best decision. No matter what it is, someone will have a problem with it.
- OMIC is huge and will be innovative.
- He loves this community and the small town that's growing.
- Have a Happy Thanksgiving!

## 8) **Council Member Reports**

Councilor Locke reported...

- He recused himself during the public hearing, deliberations, and vote because he volunteered to be the property manager representing the Council. He worked at Boise so was familiar with the property. Boise did not donate that land. They traded all the garbage that was put in the lagoon plus \$3 million. He didn't vote for it because he thought the garbage was enough payment. He was limited because his wife worked at Cascade Tissue until she retired four months ago. He helped ACSP come into the community and did most of the contract negotiations.
- He's a 21 year cancer survivor and should not be here today. He smoked marijuana and it helped saved his life. He uses CBD's. It helps a lot of people and could help eliminate the opioids, which is a big problem. The owners are very interested in developing CBD's for medical problems. They want to work with OHSU for research.
- He started a Youth Council. He's very adamant about helping kids in the community. When ACSP starts producing, they have to pay \$1,000 a month per 10,000 sq. ft. building and they have room for 15 buildings.
- His priorities are safety, youth, and parks. The property cannot be developed as is. These guys are helping us develop it. This is the only company that saw something and wanted to help develop it. He's spending 20-30 hours a week on that property. He has been very involved and not one person here contacted him for information.

Councilor Carlson reported...

- She appreciates when people come and testify. She always learns a lot.
- Thanked Graichen for coming and getting them through this project.
- The Youth Council is selling reflectors. They decided the reflectors are not helping by leaving them in totes. They'll be giving a reflector to every 1<sup>st</sup> grader in St. Helens. She's happy to see their growth.
- Lots of good things are happening in the community; bazaars, Habitat for Humanity House, Veterans Plaza, "This is Us" project, etc. She agreed with what was said earlier about sharing when you have extra.
- Asked about the City Christmas Tree. Mayor Scholl responded that it has been selected.

Councilor Conn reported...

- Has been working on the Crisis Intervention Training for law enforcement over the last three years. It's a collaboration of law enforcement, corrections, justice department, and mental health providers. They are teaching de-escalation techniques to keep officers and the public safe. She is requesting up to \$400 to help provide meals.



**Motion:** Upon Carlson's motion and Locke's second, the Council unanimously approved up to \$400 to provide for CIT meals.

## 9) Department Reports

Lieutenant Hogue reported...

- Donut Day is on December 8. This is their 16<sup>th</sup> year. It's a fundraiser for the Food Bank. They accept cash donations and food. Activities will be happening all day at the police station. He requested a \$400 donation for purchase of the donuts.

**Motion:** Upon Conn's motion and Scholl's second, the Council unanimously approved donating \$400 for Donut Day.

Public Works Engineering Director Nelson reported...

- A concern was expressed about the safety of the intersection at S. 1<sup>st</sup> Street and St. Helens Street. She contacted Kittleson & Associates for a proposal. They are the ones who created the Transportation System Plan, Corridor Master Plan, and are currently working on the Riverfront Connector Plan. They are very familiar with the infrastructure and plans. The next step is to negotiate a fee and make four recommendations for that intersection. It will take approximately four months starting in January. Mayor Scholl asked if that intersection will change during Urban Renewal? Nelson responded that it will change during the corridor plan. They put the plan together so are familiar. It's a strange intersection. There are a lot of things to take into consideration, so they want to do a more thorough review. There was no objection from Council for Nelson to proceed. Locke pointed out the amount of time it's taking. He is very passionate about this. He has witnessed accidents and lots of near-misses. Nelson said that's why they need to perform a study. It won't help anyone if it's done quickly and inappropriately. She will work them to see if they can make it happen in less than four months.
- Received proposals today for the Wayfinding Signage. Associate Planner Dimsho asked her to request a Council member help review and score the submittals next week. Conn volunteered to help. They'll meet Monday at 2 p.m.

Public Works Operations Director Sheppard reported...

- The tree farm logging is in full swing this week.

Library Director Jeffries reported...

- They began the first phase of the joint project with Scappoose Public Library on the shared catalog. In the course of moving to the cloud, there was a lot of post-implementation that made online Library capabilities unavailable. They are now ready to do phase two this weekend. She is very proud of the work done by Nicole Woodruff and Brenda Herran-Kenaga. They stepped up to make this happen.

Finance Director Brown reported...

- Nothing to report.

Deputy City Recorder Scholl reported...

- The next City County Quarterly Dinner is November 27 in Rainier.

City Planner Graichen reported...

- A recent bill was enacted in regards to affordable housing. It requires an annual meeting to discuss the issue. The City has received funding to create a plan. The kickoff meeting is on December 11 at 6 p.m. The Planning Commission will be the advisory committee.

Mayor Scholl gave kudos to Graichen. He has been very busy with all the projects. They appreciate him.

10) **Other Business**

- ◆ Martin Andrews-Lynn. He recently purchased his first home and discovered that he is unable to have an RV on his property. Due to health reasons, they have six people in his three bedroom home. Is there anything they can do?

Graichen said there are some provisions in the Code that limits it to two weeks in a calendar year. They recently amended the medical hardship rules to allow RV's to be used for that purpose. It does require a letter from a medical doctor that it's medically needed. He recently found out that Portland allows one per household. He asked Martin to come into the office to talk about it. A member from the audience talked about the various medical concerns they are dealing with.

Council requested the deadline with code enforcement be extended to allow time for Martin to work with staff.

11) **Adjourn** – 9:14 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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

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

# PETITION FOR TEMPORARY CLOSURE OF CITY STREET(S)

*You must attach a map of street area to be closed.*

I/we, the undersigned, request that the St. Helens City Council allow temporary closure of the following streets.


Street Closure #1			
Street Name	Plaza Square at S. 1st Street		
Beginning Point		Ending Point	
Start Date	12-8-18	End Date	12-8-18
Time to Begin Closure		Time to Reopen	
Purpose of Closure	Holiday Tree Lighting, Fireworks, Santa		
Street Closure #2			
Street Name	<del>Yachts Landing at S. 1st Street</del>		
Beginning Point		Ending Point	
Start Date		End Date	
Time to Begin Closure		Time to Reopen	
Purpose of Closure			
Street Closure #3			
Street Name	Strand Street between Plaza Sq and just S. of Roy Thai		
Beginning Point		Ending Point	
Start Date		End Date	
Time to Begin Closure		Time to Reopen	
Purpose of Closure			

Approval of emergency responders: (required)

<u>see next pg</u>		<u>11-28-18</u>		<u>11-27-18</u>
<b>Fire District</b>	<b>Date</b>	<b>Police Department</b>	<b>Date</b>	<b>Public Works</b>
270 Columbia Blvd.	503-397-2990	150 S. 13 <sup>th</sup> St.	503-397-3333	984 Oregon St.
				503-397-3532

### DECLARATION

I/we understand that any barricades or other devices to close off the street must be provided at my (our) expense or may be provided by the City at my/our expense for specific times and dates. I/we also understand that arrangements for placement of barricades/devices must be made with the Public Works Department (503.397.3532). I/we certify that I/we have notified all affected property owners, business owners and/or tenants in person or in writing of my/our intent to close the street/s listed above and that written consents of each are attached. It is my/our belief that there are no major conflicts with this closure.

<b>Petitioner Signature</b> 	<b>Date Signed</b> <u>11/26/18</u>
Print Name <u>City of St Helens</u>	Phone <u>503-366-8209</u>
Mailing Address <u>P O Box 278</u>	City, State, Zip <u>St Helens, OR 97051</u>
<b>Petitioner Signature</b> _____	<b>Date Signed</b> _____
Print Name _____	Phone _____
Mailing Address _____	City, State, Zip _____

### FOR OFFICIAL USE ONLY

Date Rec'd 12/3 Rec'd by KP Date sent to CC 12/5 City Council  Approved  Denied Meeting date 12/5

Attested \_\_\_\_\_, City Administrator Date \_\_\_\_\_

# PETITION FOR TEMPORARY CLOSURE OF CITY STREET(S)

*You must attach a map of street area to be closed.*

I/we, the undersigned, request that the St. Helens City Council allow temporary closure of the following streets.

Street Closure #1			
Street Name	Plaza Square at S. 1st Street		
Beginning Point		Ending Point	
Start Date		End Date	
Time to Begin Closure		Time to Reopen	
Purpose of Closure			
Street Closure #2			
Street Name	Yachts Landing at S. 1st Street		
Beginning Point		Ending Point	
Start Date		End Date	
Time to Begin Closure		Time to Reopen	
Purpose of Closure			
Street Closure #3			
Street Name	Strand Street between Plaza Sq and just S. of Roy Thai		
Beginning Point		Ending Point	
Start Date		End Date	
Time to Begin Closure		Time to Reopen	
Purpose of Closure			

**Approval of emergency responders: (required)**

12/3/18

Fire District	Date	Police Department	Date	Public Works	Date
270 Columbia Blvd.	503-397-2990	150 S. 13 <sup>th</sup> St.	503-397-3333	984 Oregon St.	503-397-3532

**DECLARATION**

I/we understand that any barricades or other devices to close off the street must be provided at my (our) expense or may be provided by the City at my/our expense for specific times and dates. I/we also understand that arrangements for placement of barricades/devices must be made with the Public Works Department (503.397.3532). I/we certify that I/we have notified all affected property owners, business owners and/or tenants in person or in writing of my/our intent to close the street/s listed above and that written consents of each are attached. It is my/our belief that there are no major conflicts with this closure.

Petitioner Signature  Date Signed 11/26/18  
 Print Name City of St Helens Phone 503-366-8209  
 Mailing Address P O Box 278 City, State, Zip St Helens, OR 97051

Petitioner Signature \_\_\_\_\_ Date Signed \_\_\_\_\_  
 Print Name \_\_\_\_\_ Phone \_\_\_\_\_  
 Mailing Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

**FOR OFFICIAL USE ONLY**

Date Rec'd \_\_\_\_\_ Rec'd by \_\_\_\_\_ Date sent to CC \_\_\_\_\_ City Council  Approved  Denied Meeting date \_\_\_\_\_

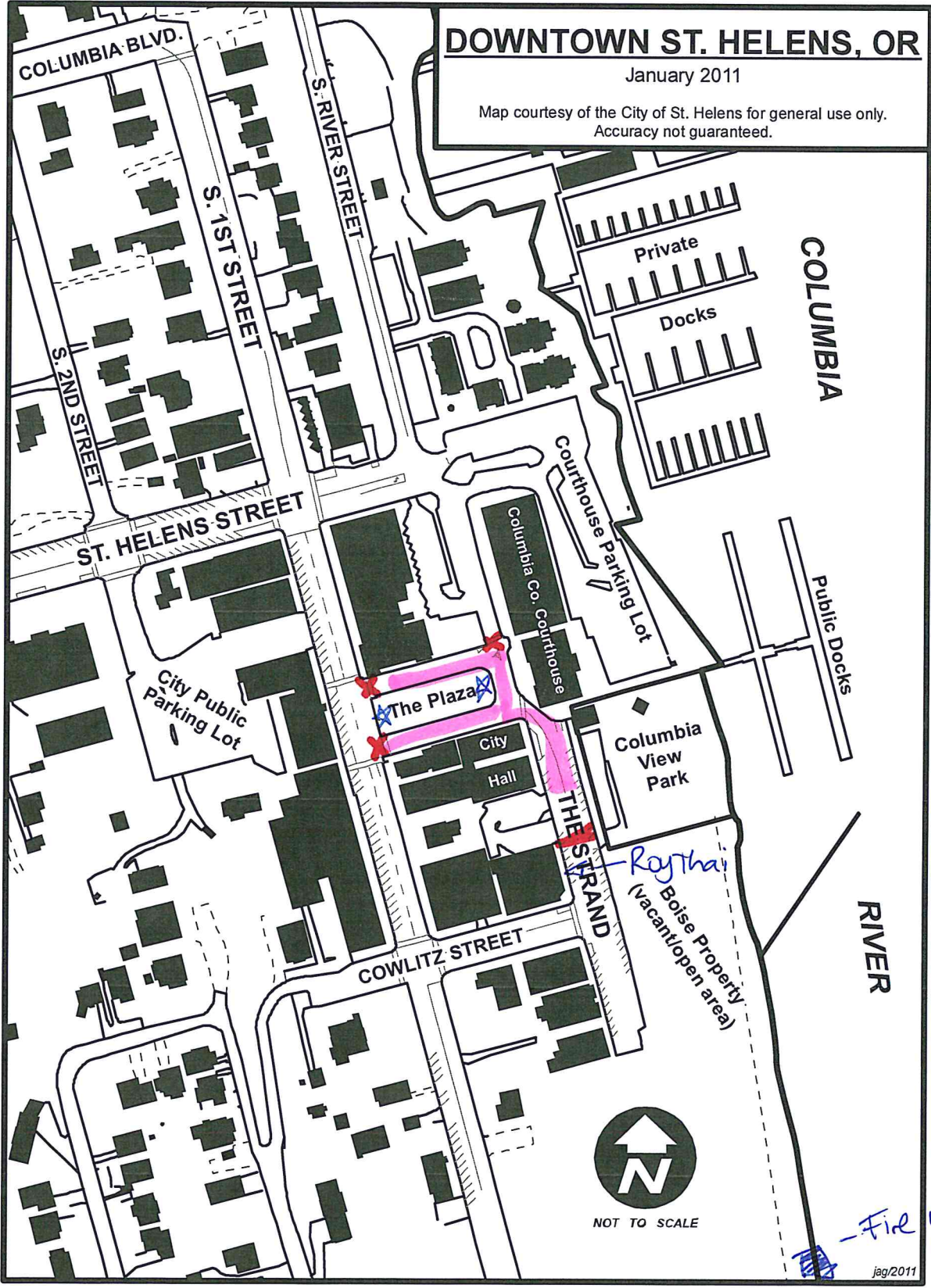
Attested \_\_\_\_\_, City Administrator Date \_\_\_\_\_

 = Closed section of street

 = Holiday Tree lighting + Santa

181

 = Barricades



- Fire works, more or less (not to scale)

jag/2011

Applications must be complete when submitted, including payment, emergency response signatures, insurance certificate, event map, proof of non-profit status, and other additional applications (i.e., OLCC, street closure, concession agreement), and request to waive park use fees for non-profit organization.

As per Ordinance Nos. 2003 and 2250 and all amending ordinances.



FOR OFFICE USE	
<input type="checkbox"/> Date rec'd <u>12-3-18</u>	<input type="checkbox"/> Insurance (attach) <u>N/A</u>
<input type="checkbox"/> Amount paid <u>N/A</u>	<input checked="" type="checkbox"/> Event Map (attach)
<input type="checkbox"/> Receipt # <u>N/A</u>	<input checked="" type="checkbox"/> Street Closure Petition (attach)
<input type="checkbox"/> Business License # _____	<input checked="" type="checkbox"/> ER signatures (if applicable)
<input type="checkbox"/> Additional required permits (attach)	
Non-profit organization request for Waiver of Park Reservation fees. Proof of 501(c)(3) AND request for Waiver of Park Use <u>must</u> be attached.	
<input type="checkbox"/> Approved <input type="checkbox"/> Denied by _____ Date _____	

Purpose of application (check all that apply)

- Park Use/Reservation  
*(7 day notice required) Complete sections 1 & 2*
- Public Assembly of 50 or more people  
*(30 day notice required) Complete full application*
- Parade/Run/Walk  
*(45 day notice required) Complete full application*
- Athletic Field(s) Reservation  
*(Single use or for less than two week period)*

Additional requests (check all that apply)

- camping/overnight sleeping
- commercial activity (requires separate agreement)
- amplify sound
- display signs (may require separate application)
- use during hours of closure
- use of special use area
- use of electrical connections owned by City
- street closure (requires separate application—attached)
- other \_\_\_\_\_

SECTION 1: CONTACT INFORMATION

Applicant/Authorized agent name CITY OF ST HELENS Phone 503.366.8209  
 Company/Group name \_\_\_\_\_ Company Phone \_\_\_\_\_  
 Contact name & phone for day of event TINA CURRY, 360.241.6456  
 Address 265 Strand Street City, State, Zip St. Helens, OR 97051  
 Mailing address (if different) PO BOX 278, ST HELENS, OR 97051

SECTION 2: LOCATION/EVENT INFORMATION

Description of proposed activity Holiday Tree Lighting, Fireworks, Santa  
 Area/Park(s) Plaza Square, Columbia View Park  
 Start date 12-8-18 End date 12-8-18 Estimated attendance 1,000  
 Day/Date/Hour(s) of use ***Include hours needed for set-up and clean-up of activity***  
 Monday \_\_\_\_\_ Hours\_start \_\_\_\_\_ finish \_\_\_\_\_  
 Tuesday \_\_\_\_\_ Hours\_start \_\_\_\_\_ finish \_\_\_\_\_  
 Wednesday \_\_\_\_\_ Hours\_start \_\_\_\_\_ finish \_\_\_\_\_  
 Thursday \_\_\_\_\_ Hours\_start \_\_\_\_\_ finish \_\_\_\_\_  
 Friday \_\_\_\_\_ Hours\_start \_\_\_\_\_ finish \_\_\_\_\_  
 Saturday December 8, 2018 Hours\_start 8 am finish 11:59 pm.  
 Sunday \_\_\_\_\_ Hours\_start \_\_\_\_\_ finish \_\_\_\_\_

Concession sales?  NO  YES:  Alcohol  Food/beverage  merchandise  services  
***If YES, a separate Concessions Agreement, negotiated with the City Administrator, is required.***

Describe concessions \_\_\_\_\_

**SECTION 3: PUBLIC ASSEMBLY, PARADE, RUN, OR WALK**

Please answer all of the questions below that are applicable to your request.

1. Describe physical facility to be used (e.g. park, gazebo, ball field, street, etc.) Columbia View Park & Amphitheater, Plaza Square, Strand Street,

***Street Closures require completion of a separate City form: Temporary Street Closure Petition***

2. Attach an event map. Please describe route, assembly points, set up, parking and sanitary provisions.  
See attached Map

3. For overnight campers, please describe type of sleeping facility N/A  
Vehicle license plate number/s \_\_\_\_\_

***Overnight camping requires permit and fees, payable at Park on day of stay.***

4. Describe number of, type, and location of sanitary and parking facilities to be used.

***Include location(s) on event map***

Public Restrooms

5. Large events or those providing/selling alcohol may require security considerations. Describe proposed security including gating, fencing and staffing. N/A

6. Describe preparation and inspection plan for food service\* (e.g. potluck, catering) N/A

***\*If your event is being catered, please provide the following Food Handler's information for the catering crew. Attach additional pages if necessary.***

Name \_\_\_\_\_ Permit No. \_\_\_\_\_ Expiration \_\_\_\_\_

Name \_\_\_\_\_ Permit No. \_\_\_\_\_ Expiration \_\_\_\_\_

7. Describe medical and emergency services plan, including names. ***Who will call 911? Location of first aid kit?***

Tina Curry will call 911 in case of emergency

8. Name of Insurer \_\_\_\_\_ Phone \_\_\_\_\_

**All events with 50 or more participants are required to provide a Certificate of Liability Insurance/Bond, which names the City of St. Helens as an "additional insured" for the specific event, date(s) and location. Certificate and additional insured endorsement must be attached to this application when it is submitted.**

9. Local emergency response approval ***REQUIRED signatures for event with 50 or more participants.***

See next pg

 11-27-18

 11-27-18

**Fire District**  
270 Columbia Blvd.  
503-397-2990

**Date**  
150 S. 13<sup>th</sup> St.  
503-397-3333

**Police Department**  
984 Oregon St.  
503-397-3532

**Date**  
503-397-3532

Other comments/information \_\_\_\_\_

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 11/08/2018 - 1:03PM  
 Batch: 00001.11.2018 - AP 11.8.18 FY 18-19



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number			Description		Reference				
ACCELA, INC. #774375									
000496									
INV-ACC42642	10/31/2018	641.00	0.00	11/08/2018				False	0
100-707-052020 Bank Service Fees				WEB PAYMENTS TRANS FEE					
INV-ACC42642 Total:		641.00							
ACCELA, INC. #774375 T		641.00							
ALLSTREAM									
016479									
15612809	10/21/2018	49.12	0.00	11/08/2018				False	0
702-000-052010 Telephone				754802					
15612809	10/21/2018	24.56	0.00	11/08/2018				False	0
603-736-052010 Telephone				754802					
15612809	10/21/2018	24.56	0.00	11/08/2018				False	0
603-737-052010 Telephone				754802					
15612809 Total:		98.24							
ALLSTREAM Total:		98.24							
ALVAREZ THIBEAULT LLC									
45552									
000132	11/1/2018	80.00	0.00	11/08/2018				False	0
100-704-052019 Professional Services				S. MOEN					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	000132 Total:	80.00							
000196	11/1/2018	160.00	0.00	11/08/2018				False	0
	100-704-052019 Professional Services			E. JACK					
	000196 Total:	160.00							
00127	11/1/2018	80.00	0.00	11/08/2018				False	0
	100-704-052019 Professional Services			A. BRADLEY					
	00127 Total:	80.00							
00209	11/1/2018	80.00	0.00	11/08/2018				False	0
	100-704-052019 Professional Services			B. CATT					
	00209 Total:	80.00							
	ALVAREZ THIBEAULT L	400.00							
	AMY LINDGREN LAW LLC								
	3485								
344	11/5/2018	7,950.00	0.00	11/08/2018				False	0
	100-704-052019 Professional Services			OCTOBER 2018 JUDICIAL SERVICES					
	344 Total:	7,950.00							
	AMY LINDGREN LAW L	7,950.00							
	CALPORTLAND COMPANY								
	005860								
93947453	10/31/2018	5,036.40	0.00	11/08/2018				False	0
	704-000-053012 Capital Outlay Parks			VETRENS MEMORIAL CONCRETE					
	93947453 Total:	5,036.40							
	CALPORTLAND COMPA	5,036.40							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
CENTERLOGIC, INC.									
011595									
48737	11/5/2018	159.99	0.00	11/08/2018				False	0
702-000-052006	Computer Maintenance			PUBLISHER LICENSE					
	48737 Total:	159.99							
48753	11/5/2018	254.58	0.00	11/08/2018				False	0
702-000-052005	Small Equipment			LED MONITOR					
	48753 Total:	254.58							
48759	11/5/2018	598.82	0.00	11/08/2018				False	0
702-000-052006	Computer Maintenance			WARRANTY RENEWAL FOR POWEREDGE					
	48759 Total:	598.82							
48894	11/2/2018	54.90	0.00	11/08/2018				False	0
702-000-052006	Computer Maintenance			VIDEO CONV. SOFTWARE					
	48894 Total:	54.90							
48915	11/5/2018	5,818.00	0.00	11/08/2018				False	0
702-000-052006	Computer Maintenance			MSP AGREEMENT SONICWALL FAAS					
	48915 Total:	5,818.00							
49075	11/5/2018	325.00	0.00	11/08/2018				False	0
702-000-052006	Computer Maintenance			AGREEMENT SECURE BACKUP					
	49075 Total:	325.00							
	CENTERLOGIC, INC. To	7,211.29							
CINTAS CORPORATION									
037620									
8403869849	10/26/2018	280.21	0.00	11/08/2018				False	0
100-715-052019	Professional Services			CITY HALL FIRST AID CABINET SERVICE AND REFI					
	8403869849 Total:	280.21							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		<u>280.21</u>							
CINTAS CORPORATION									
CITY OF COLUMBIA CITY									
007370									
10262018	10/26/2018	77.73	0.00	11/08/2018				False	0
601-732-052003 Utilities				001754-001					
		<u>77.73</u>							
10262018 Total:									
		<u>77.73</u>							
CITY OF COLUMBIA CIT									
CLOUD RECORDS MANAGEMENT SOLUTION, CHAVES									
006630									
180552	11/1/2018	259.14	0.00	11/08/2018				False	0
100-702-052019 Professional Services				MONTHLY USER FEE PER USER OR 0486 ERMS SAAS					
		<u>259.14</u>							
180552 Total:									
		<u>259.14</u>							
CLOUD RECORDS MAN									
COLUMBIA RIVER P.U.D.									
008325									
11012018	11/1/2018	23,942.77	0.00	11/08/2018				False	0
603-737-052003 Utilities				38633					
		<u>23,942.77</u>							
11012018 Total:									
		<u>23,942.77</u>							
COLUMBIA RIVER P.U.D									
COMMUNITY ACTION TEAM, INC.									
008603									
11062018	11/6/2018	17,609.00	0.00	11/08/2018				False	0
203-717-033005 Grants - Transitional Housing				CAT LOAN PAYOFF 155 MICHAEL AVE BORK					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	11062018 Total:	17,609.00							
	COMMUNITY ACTION T	17,609.00							
E2C CORPORATION									
E2C									
4284	11/5/2018	13,576.00	0.00	11/08/2018				False	0
201-000-052058 Events - Halloween				AV ENTERTAINMENT STAFF STAFFING					
	4284 Total:	13,576.00							
	E2C CORPORATION Total	13,576.00							
ELDER, DAVE									
011191									
10262018	10/26/2018	83.65	0.00	11/08/2018				False	0
703-734-052018 Professional Development				BACKFLOW TESTER RECERT CLASS D. ELDER MILE					
	10262018 Total:	83.65							
	ELDER, DAVE Total:	83.65							
EMMERT MOTORS, INC.									
020693									
133997	10/2/2018	251.35	0.00	11/08/2018				False	0
701-000-052001 Operating Supplies				BELT KIT					
	133997 Total:	251.35							
134005	10/4/2018	167.10	0.00	11/08/2018				False	0
701-000-052001 Operating Supplies				BELT KIT					
	134005 Total:	167.10							
	EMMERT MOTORS, INC	418.45							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
ERSKINE LAW PRACTICE LLC									
011522									
11012018	11/1/2018	3,025.00	0.00	11/08/2018				False	0
				100-704-052019 Professional Services	10/18-10/30 CITY ATTORNEY				
11012018 Total:		3,025.00							
ERSKINE LAW PRACTIC		3,025.00							
HACH COMPANY									
014200									
11203470	11/1/2018	64.29	0.00	11/08/2018				False	0
				601-731-052001 Operating Supplies	REAGENT SET CHLORINE FREE				
11203470	11/1/2018	128.60	0.00	11/08/2018				False	0
				601-732-052001 Operating Supplies	REAGENT SET CHLORINE FREE				
11203470 Total:		192.89							
HACH COMPANY Total:		192.89							
HAMER ELECTRIC, INC.									
014475									
41126	10/15/2018	420.23	0.00	11/08/2018				False	0
				603-736-052001 Operating Supplies	WWTP MAINTENANCE				
41126	10/15/2018	420.23	0.00	11/08/2018				False	0
				603-737-052001 Operating Supplies	WWTP MAINTENANCE				
41126 Total:		840.46							
HAMER ELECTRIC, INC		840.46							
HUDSON GARBAGE SERVICE									
015875									
10037111	11/1/2018	57.49	0.00	11/08/2018				False	0
				100-706-052003 Utilities	1554				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		57.49							
10037111 Total:		57.49							
10037373	11/1/2018	92.64	0.00	11/08/2018				False	0
100-715-052023	Facility Maintenance			7539					
		92.64							
10037373 Total:		92.64							
10037374	11/1/2018	108.69	0.00	11/08/2018				False	0
100-705-052023	Facility Maintenance			7547					
		108.69							
10037374 Total:		108.69							
10037861	11/1/2018	52.88	0.00	11/08/2018				False	0
100-709-052023	Facility Maintenance			7056					
		52.88							
10037861 Total:		52.88							
10037865	11/1/2018	121.38	0.00	11/08/2018				False	0
202-722-052023	Facility Maintenance			1026					
		121.38							
10037865 Total:		121.38							
		433.08							
HUDSON GARBAGE SER		433.08							
HUDSON GARBAGE SERVICE									
015900									
11082018	11/8/2018	500.00	0.00	11/08/2018				False	0
100-703-052041	Council Discrenary			BIKE PROGRAM DONATION					
		500.00							
11082018 Total:		500.00							
		500.00							
HUDSON GARBAGE SER		500.00							
INFLOW COMMUNICATIONS, INC									
016255									
10594	11/8/2018	2,798.00	0.00	11/08/2018				False	0
701-000-052001	Operating Supplies			YEAR 2 OF 5 GOLD SUPPORT					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	10594 Total:	2,798.00							
	INFLOW COMMUNICAT	2,798.00							
KRP DATA SYSTEMS									
KRP.DATA									
SHPD-009	11/2/2018	40.00	0.00	11/08/2018				False	0
100-705-052001 Operating Supplies				WEBLEDS HOSTED SYSTEM SUBSCRIPTION					
	SHPD-009 Total:	40.00							
	KRP DATA SYSTEMS To	40.00							
L.N. CURTIS AND SONS									
854111									
INV227243	10/23/2018	750.00	0.00	11/08/2018				False	0
100-705-052002 Personnel Uniforms Equipment				SUMMIT SM02 LEVEL IIA APEX2 CARRIER					
	INV227243 Total:	750.00							
	L.N. CURTIS AND SONS	750.00							
LOCAL GOVERNMENT									
018850									
14064	7/9/2018	2,020.00	0.00	11/08/2018				False	0
100-702-052019 Professional Services				BACKGROUND INVESTIGATION GREENWAY					
	14064 Total:	2,020.00							
	LOCAL GOVERNMENT	2,020.00							
NET ASSETS									
020888									
95-201810	11/1/2018	267.00	0.00	11/08/2018				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-707-052019 Professional Services				PORTLAND TITLE GROUP					
	95-201810 Total:	267.00							
	NET ASSETS Total:	267.00							
NORTHWEST OCCUPATIONAL 021449 003	10/23/2018	720.00	0.00	11/08/2018				False	0
100-705-052019 Professional Services				MEDICAL PSYCHO SCREENING EVAL KOLTEN EDW.					
	003 Total:	720.00							
	NORTHWEST OCCUPAT	720.00							
PIZZO, TIMOTHY M.P.M. 025603 11052018	11/5/2018	120.00	0.00	11/08/2018				False	0
100-704-052019 Professional Services				JESSICA ACKERMAN					
11052018	11/5/2018	120.00	0.00	11/08/2018				False	0
100-704-052019 Professional Services				C. WINTER					
11052018	11/5/2018	80.00	0.00	11/08/2018				False	0
100-704-052019 Professional Services				J. MARTINEZ ESTRADA					
11052018	11/5/2018	120.00	0.00	11/08/2018				False	0
100-704-052019 Professional Services				D. HERING					
11052018	11/5/2018	120.00	0.00	11/08/2018				False	0
100-704-052019 Professional Services				J. OCHOA ORTIZ					
11052018	11/5/2018	120.00	0.00	11/08/2018				False	0
100-704-052019 Professional Services				B. SCOTT PITTS					
11052018	11/5/2018	80.00	0.00	11/08/2018				False	0
100-704-052019 Professional Services				C. POWERS					
11052018	11/5/2018	120.00	0.00	11/08/2018				False	0
100-704-052019 Professional Services				N DAUM					
11052018	11/5/2018	160.00	0.00	11/08/2018				False	0
100-704-052019 Professional Services				ETHAN MEYERS BIRIXEY					
11052018	11/5/2018	120.00	0.00	11/08/2018				False	0
100-704-052019 Professional Services				MANDY MASON					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
11052018	11/5/2018	120.00	0.00	11/08/2018				False	0
100-704-052019 Professional Services				M. MASON					
11052018	11/5/2018	120.00	0.00	11/08/2018				False	0
100-704-052019 Professional Services				C. BLAISER					
	11052018 Total:	1,400.00							
	PIZZO, TIMOTHY M.P.M	1,400.00							
SHRED-IT USA, LLC									
SHRED-IT									
8125903467	10/31/2018	91.90	0.00	11/08/2018				False	0
100-715-052019 Professional Services				CITY HALL SHRED					
	8125903467 Total:	91.90							
	SHRED-IT USA, LLC Tot	91.90							
STAPLES BUSINESS CREDIT									
031983									
10252018	10/25/2018	13.96	0.00	11/08/2018				False	0
100-715-052004 Office Supplies				OFFICE SUPPLIES					
10252018	10/25/2018	22.18	0.00	11/08/2018				False	0
100-715-052004 Office Supplies				OFFICE SUPPLIES					
10252018	10/25/2018	7.61	0.00	11/08/2018				False	0
100-707-052004 Office Supplies				OFFICE SUPPLIES					
10252018	10/25/2018	10.11	0.00	11/08/2018				False	0
100-707-052004 Office Supplies				OFFICE SUPPLIES					
	10252018 Total:	53.86							
	STAPLES BUSINESS CR	53.86							
STRUCTURAL NEXUS									
85544									
0111	11/4/2018	815.00	0.00	11/08/2018				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-711-052019 Professional Services				PLAN REVIEW CAT OFFICE					
0111 Total:		815.00							
0112	11/4/2018	912.50	0.00	11/08/2018				False	0
100-711-052019 Professional Services				PLAN REVIEW 18TH ST APARTMENTS					
0112 Total:		912.50							
0113	11/4/2018	400.00	0.00	11/08/2018				False	0
704-000-053001 Capital Outlay				CITY HALL HVAC ROOFTOP MECH UNIT SUPPORT					
0113 Total:		400.00							
STRUCTURAL NEXUS T		2,127.50							
TARCHIA LAW									
033044									
1298	11/5/2018	268.00	0.00	11/08/2018				False	0
100-704-052019 Professional Services				MACKENZIE J BOE					
1298 Total:		268.00							
1299	11/5/2018	132.00	0.00	11/08/2018				False	0
100-704-052019 Professional Services				C. CHAVEZ-COKER					
1299 Total:		132.00							
1300	11/5/2018	52.00	0.00	11/08/2018				False	0
100-704-052019 Professional Services				SCOTT FLINN					
1300 Total:		52.00							
1301	11/5/2018	88.00	0.00	11/08/2018				False	0
100-704-052019 Professional Services				TERRANCE FREEMAN					
1301 Total:		88.00							
1302	11/5/2018	60.00	0.00	11/08/2018				False	0
100-704-052019 Professional Services				MARIA LEE PASCHALL					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	1302 Total:	60.00							
1303	11/5/2018	60.00	0.00	11/08/2018				False	0
100-704-052019	Professional Services			SAMUEL STONEBROOK					
	1303 Total:	60.00							
1304	11/5/2018	280.00	0.00	11/08/2018				False	0
100-704-052019	Professional Services			PETER WHITTLE					
	1304 Total:	280.00							
	TARCHIA LAW Total:	940.00							
TERRITORIAL SUPPLIES INC.									
033015									
14032	10/29/2018	58.25	0.00	11/08/2018				False	0
100-705-052004	Office Supplies			NK TEST					
	14032 Total:	58.25							
	TERRITORIAL SUPPLIE	58.25							
TMI TRUST COMPANY									
TMI									
11012018	11/1/2018	401,000.00	0.00	11/08/2018				False	0
601-000-055001	Principle			WATER REFUNDING SERIES 2013 LOAN 100361361					
11012018	11/1/2018	51,570.75	0.00	11/08/2018				False	0
601-000-055002	Interest			WATER REFUNDING SERIES 2013 LOAN 100361361					
11012018	11/1/2018	144,000.00	0.00	11/08/2018				False	0
603-000-055001	Principle			WATER REFUNDING SERIES 2013 LOAN 100361360					
11012018	11/1/2018	14,440.75	0.00	11/08/2018				False	0
603-000-055002	Interest			WATER REFUNDING SERIES 2013 LOAN 100361360					
	11012018 Total:	611,011.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	TMI TRUST COMPANY T	611,011.50							
TVW INC 033827									
0037560-IN	10/31/2018	1,666.22	0.00	11/08/2018	JANITORIAL SERVICE			False	0
100-715-052023	Facility Maintenance								
	0037560-IN Total:	1,666.22							
0037561-IN	10/31/2018	1,472.16	0.00	11/08/2018	JANITORIAL SERVICE			False	0
100-706-052023	Facility Maintenance								
	0037561-IN Total:	1,472.16							
0037562-IN	10/31/2018	570.37	0.00	11/08/2018	JANITORIAL SERVICE			False	0
100-705-052023	Facility Maintenance								
	0037562-IN Total:	570.37							
	TVW INC Total:	3,708.75							
U.S. BANK EQUIPMENT FINANCE 033955									
370096240	10/31/2018	99.00	0.00	11/08/2018	CONTRACT PAYMENT			False	0
100-715-052021	Equipment Maintenance								
	370096240 Total:	99.00							
	U.S. BANK EQUIPMENT	99.00							
WILCOX & FLEGEL 037003									
0320866-IN	11/6/2018	1,574.31	0.00	11/08/2018	SHOP FUEL			False	0
703-734-052022	Fuel / Oil								
	0320866-IN Total:	1,574.31							

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

		1,574.31							
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		710,235.38							
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# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 11/15/2018 - 10:19AM  
 Batch: 00004.11.2018 - AP 11.15.18 FY 18-19



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
ACE HARDWARE									
000500									
60174	10/31/2018	9.59	0.00	11/15/2018				False	0
201-000-052058 Events - Holloween					ACE HARDWARE MATERIALS ACCT 60174				
60174	10/31/2018	16.56	0.00	11/15/2018				False	0
201-000-052058 Events - Holloween					ACE HARDWARE MATERIALS ACCT 60174				
60174	10/31/2018	129.99	0.00	11/15/2018				False	0
703-734-052001 Operating Supplies					ACE HARDWARE MATERIALS ACCT 60174				
60174	10/31/2018	4.99	0.00	11/15/2018				False	0
100-715-052001 Operating Supplies					ACE HARDWARE MATERIALS ACCT 60174				
60174	10/31/2018	15.88	0.00	11/15/2018				False	0
100-715-052001 Operating Supplies					ACE HARDWARE MATERIALS ACCT 60174				
60174 Total:		177.01							
60176	10/31/2018	222.97	0.00	11/15/2018				False	0
100-708-052001 Operating Supplies					ACE HARDWARE MATERIALS ACCT 60176				
60176 Total:		222.97							
60177	10/31/2018	13.99	0.00	11/15/2018				False	0
100-705-052001 Operating Supplies					ACE HARDWARE MATERIALS ACCT 60177				
60177 Total:		13.99							
60179	10/31/2018	27.50	0.00	11/15/2018				False	0
205-000-052001 Operating Supplies					ACE HARDWARE MATERIALS ACCT 60179				
60179	10/31/2018	29.98	0.00	11/15/2018				False	0
201-000-052058 Events - Holloween					ACE HARDWARE MATERIALS ACCT 60179				
60179	10/31/2018	25.88	0.00	11/15/2018				False	0
201-000-052058 Events - Holloween					ACE HARDWARE MATERIALS ACCT 60179				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	60179 Total:	83.36							
60180	10/31/2018	232.94	0.00	11/15/2018				False	0
603-736-052001	Operating Supplies			ACE HARDWARE MATERIALS ACCT 60180					
60180	10/31/2018	232.95	0.00	11/15/2018				False	0
603-737-052001	Operating Supplies			ACE HARDWARE MATERIALS ACCT 60180					
	60180 Total:	465.89							
	ACE HARDWARE Total:	963.22							
AMOS, BILL									
001580									
1182017	11/8/2018	333.34	0.00	11/15/2018				False	0
100-709-052001	Operating Supplies			REIMBURSEMENT FOR CORNHOLD BOARDS REC D					
	1182017 Total:	333.34							
	AMOS, BILL Total:	333.34							
CARQUEST AUTO PARTS STORES									
005845									
10312018	10/31/2018	58.40	0.00	11/15/2018				False	0
701-000-052001	Operating Supplies			AUTO PARTS 151010					
10312018	10/31/2018	10.15	0.00	11/15/2018				False	0
701-000-052001	Operating Supplies			AUTO PARTS 151010					
10312018	10/31/2018	299.24	0.00	11/15/2018				False	0
701-000-052001	Operating Supplies			AUTO PARTS 151010					
10312018	10/31/2018	22.04	0.00	11/15/2018				False	0
701-000-052001	Operating Supplies			AUTO PARTS 151010					
10312018	10/31/2018	62.07	0.00	11/15/2018				False	0
701-000-052001	Operating Supplies			AUTO PARTS 151010					
10312018	10/31/2018	405.62	0.00	11/15/2018				False	0
701-000-052001	Operating Supplies			AUTO PARTS 151010					
10312018	10/31/2018	15.82	0.00	11/15/2018				False	0
701-000-052001	Operating Supplies			AUTO PARTS 151010					
10312018	10/31/2018	15.82	0.00	11/15/2018				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
701-000-052001 Operating Supplies 10312018	10/31/2018	5.51	0.00	11/15/2018	AUTO PARTS 151010			False	0
701-000-052001 Operating Supplies 10312018	10/31/2018	14.27	0.00	11/15/2018	AUTO PARTS 151010			False	0
701-000-052001 Operating Supplies 10312018	10/31/2018	-129.19	0.00	11/15/2018	AUTO PARTS 151010			False	0
100-705-052001 Operating Supplies 10312018	10/31/2018	-22.00	0.00	11/15/2018	AUTO PARTS 151010			False	0
100-705-052001 Operating Supplies 10312018	10/31/2018	-0.01	0.00	11/15/2018	AUTO PARTS 151010			False	0
100-705-052001 Operating Supplies 10312018	10/31/2018	129.19	0.00	11/15/2018	AUTO PARTS 151010			False	0
100-705-052001 Operating Supplies 10312018	10/31/2018	141.92	0.00	11/15/2018	AUTO PARTS 151010			False	0
100-705-052001 Operating Supplies					AUTO PARTS 151010				
10312018 Total:		1,028.85							
CARQUEST AUTO PART		1,028.85							
COMCAST COMCAST 11092018	11/9/2018	62.45	0.00	11/15/2018				False	0
603-736-052003 Utilities 11092018	11/9/2018	62.45	0.00	11/15/2018	0082			False	0
603-737-052003 Utilities					0082				
11092018 Total:		124.90							
COMCAST Total:		124.90							
DAHLGRENS DO IT BEST BUILDERS SUPPLY 009800 10252018	10/25/2018	137.71	0.00	11/15/2018				False	0
704-000-053012 Capital Outlay Parks 10252018	10/25/2018	29.19	0.00	11/15/2018	VETERANS MEM. BUILDING SUPPLIES			False	0
704-000-053012 Capital Outlay Parks					VETERANS MEM. BUILDING SUPPLIES				



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
10252018	10/25/2018	95.37	0.00	11/15/2018				False	0
704-000-053012 Capital Outlay Parks					VETERANS MEM. BUILDING SUPPLIES				
10252018	10/25/2018	4.99	0.00	11/15/2018				False	0
704-000-053012 Capital Outlay Parks					VETERANS MEM. BUILDING SUPPLIES				
10252018	10/25/2018	823.84	0.00	11/15/2018				False	0
704-000-053012 Capital Outlay Parks					VETERANS MEM. BUILDING SUPPLIES				
10252018	10/25/2018	65.08	0.00	11/15/2018				False	0
704-000-053012 Capital Outlay Parks					VETERANS MEM. BUILDING SUPPLIES				
10252018	10/25/2018	9.54	0.00	11/15/2018				False	0
704-000-053012 Capital Outlay Parks					VETERANS MEM. BUILDING SUPPLIES				
10252018	10/25/2018	119.88	0.00	11/15/2018				False	0
704-000-053012 Capital Outlay Parks					VETERANS MEM. BUILDING SUPPLIES				
10252018	10/25/2018	15.50	0.00	11/15/2018				False	0
704-000-053012 Capital Outlay Parks					VETERANS MEM. BUILDING SUPPLIES				
10252018	10/25/2018	91.48	0.00	11/15/2018				False	0
704-000-053012 Capital Outlay Parks					VETERANS MEM. BUILDING SUPPLIES				
10252018	10/25/2018	9.27	0.00	11/15/2018				False	0
201-000-037022 Holloween					HALLOWEEN TOWN BUILDING SUPPLIES				
10252018	10/25/2018	15.75	0.00	11/15/2018				False	0
201-000-037022 Holloween					HALLOWEEN TOWN BUILDING SUPPLIES				
10252018	10/25/2018	7.95	0.00	11/15/2018				False	0
201-000-037022 Holloween					HALLOWEEN TOWN BUILDING SUPPLIES				
10252018	10/25/2018	11.89	0.00	11/15/2018				False	0
201-000-037022 Holloween					HALLOWEEN TOWN BUILDING SUPPLIES				
10252018	10/25/2018	10.58	0.00	11/15/2018				False	0
201-000-037022 Holloween					HALLOWEEN TOWN BUILDING SUPPLIES				
10252018	10/25/2018	23.50	0.00	11/15/2018				False	0
201-000-037022 Holloween					HALLOWEEN TOWN BUILDING SUPPLIES				
10252018	10/25/2018	9.98	0.00	11/15/2018				False	0
201-000-037022 Holloween					HALLOWEEN TOWN BUILDING SUPPLIES				
10252018	10/25/2018	22.49	0.00	11/15/2018				False	0
201-000-037022 Holloween					HALLOWEEN TOWN BUILDING SUPPLIES				
10252018	10/25/2018	107.11	0.00	11/15/2018				False	0
100-715-052023 Facility Maintenance					CITY HALL BUILDING SUPPLIES				
10252018	10/25/2018	8.88	0.00	11/15/2018				False	0
100-715-052023 Facility Maintenance					CITY HALL BUILDING SUPPLIES				
10252018	10/25/2018	19.98	0.00	11/15/2018				False	0
100-715-052023 Facility Maintenance					CITY HALL BUILDING SUPPLIES				
10252018	10/25/2018	21.48	0.00	11/15/2018				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-715-052023 Facility Maintenance 10252018	10/25/2018	14.99	0.00	11/15/2018	CITY HALL BUILDING SUPPLIES			False	0
100-715-052023 Facility Maintenance 10252018	10/25/2018	1,668.55	0.00	11/15/2018	CITY HALL BUILDING SUPPLIES			False	0
704-000-053017 Capital Outlay - Rec Center					REC CENTER BUILDING SUPPLIES				
	10252018 Total:	3,344.98							
	DAHLGRENS DO IT BES	3,344.98							
DAILY JOURNAL OF COMMERCE, INC 009900									
743991739	10/19/2018	66.70	0.00	11/15/2018				False	0
201-000-052056 Branding and Way Finding					FABRICATE AND DELIVER SIGNS AND KIOSK BIDS				
	743991739 Total:	66.70							
	DAILY JOURNAL OF CO	66.70							
ENVIRO-CLEAN EQUIPMENT 011455									
S18-103007	10/30/2018	1,123.42	0.00	11/15/2018				False	0
701-000-052001 Operating Supplies					MOTOR GB REPLACED 22030				
	S18-103007 Total:	1,123.42							
	ENVIRO-CLEAN EQUIPM	1,123.42							
GARCIA, RAMON ARIAS GARCI									
11092018	11/9/2018	1,025.00	0.00	11/15/2018				False	0
100-000-020200 Bail Deposit					REFUND BAIL FOR CODY CHAVEZ-COKER REC 5738				
	11092018 Total:	1,025.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	GARCIA, RAMON ARIAS	1,025.00							
GENERAL EQUIPMENT COMPANY									
013285									
67378	10/17/2018	116.25	0.00	11/15/2018				False	0
	701-000-052001 Operating Supplies			FILL PORT					
	67378 Total:	116.25							
	GENERAL EQUIPMENT	116.25							
HUDSON GARBAGE SERVICE									
015875									
10037231	11/1/2018	131.49	0.00	11/15/2018				False	0
	603-736-052003 Utilities			8333					
10037231	11/1/2018	131.50	0.00	11/15/2018				False	0
	603-737-052003 Utilities			8333					
	10037231 Total:	262.99							
10037375	11/1/2018	86.99	0.00	11/15/2018				False	0
	703-734-052003 Utilities			7555					
10037375	11/1/2018	556.79	0.00	11/15/2018				False	0
	100-705-052003 Utilities			7598					
	10037375 Total:	643.78							
10037377	11/1/2018	341.44	0.00	11/15/2018				False	0
	100-715-052023 Facility Maintenance			7601					
	10037377 Total:	341.44							
10037378	11/1/2018	242.31	0.00	11/15/2018				False	0
	100-708-052003 Utilities			7636					
	10037378 Total:	242.31							
10037792	11/1/2018	395.95	0.00	11/15/2018				False	0
	201-000-052058 Events - Halloween			0036					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	10037792 Total:	395.95							
	HUDSON GARBAGE SER	1,886.47							
IMPACT SIGN CO. 84452									
ISC-30183	10/22/2018	175.00	0.00	11/15/2018				False	0
704-000-053017 Capital Outlay - Rec Center				RECREATE ST. HELENS CITY LOGO					
	ISC-30183 Total:	175.00							
	IMPACT SIGN CO. Total:	175.00							
L.N. CURTIS AND SONS 854111									
INV229613	10/30/2018	90.30	0.00	11/15/2018				False	0
100-705-052002 Personnel Uniforms Equipment				BELTS / HANDCUFFS					
	INV229613 Total:	90.30							
	L.N. CURTIS AND SONS	90.30							
LES SCHWAB TIRE CENTER 030250									
22900317771	11/9/2018	134.49	0.00	11/15/2018				False	0
701-000-052001 Operating Supplies				TOWMAX / TUBELESS VALVE STEM ACCT 22910878					
	22900317771 Total:	134.49							
	LES SCHWAB TIRE CEN	134.49							
MCCOY FREIGHTLINER 019714									
C1081092295:01	9/19/2018	48.64	0.00	11/15/2018				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
701-000-052001 Operating Supplies				SENSOR					
	C1081092295:01 Total:	48.64							
R081161375:01	8/7/2018	2,943.81	0.00	11/15/2018				False	0
701-000-052001 Operating Supplies				REPAIRS					
	R081161375:01 Total:	2,943.81							
	MCCOY FREIGHTLINER	2,992.45							
OAWU									
021691									
25480	11/1/2018	100.00	0.00	11/15/2018				False	0
703-734-052018 Professional Development				MEMBERSHIP RENEWAL 2018-019 NEAL SHEPPEARI					
	25480 Total:	100.00							
	OAWU Total:	100.00							
OREGON DEPARTMENT OF FORESTRY, STATE FORESTER									
023100									
19126	10/29/2018	7,606.17	0.00	11/15/2018				False	0
202-724-052019 Professional Services				FIRE PROTECTION ORS 477.210					
	19126 Total:	7,606.17							
	OREGON DEPARTMENT	7,606.17							
OREGON DMV									
023150									
67431-103118	10/31/2018	23.00	0.00	11/15/2018				False	0
100-705-052001 Operating Supplies				SUSPENSION PACKAGE					
	67431-103118 Total:	23.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	OREGON DMV Total:	23.00							
PARDUE - UKULELE LEADER, TIM 12111									
11142018	11/14/2018	224.50	0.00	11/15/2018				False	0
203-706-052092 Ukulele Expenses				SONG BOOKS 25 UKULELE CLASS					
	11142018 Total:	224.50							
PARDUE - UKULELE LE		224.50							
PAULSON PRINTING 025300									
D2253	10/31/2018	72.00	0.00	11/15/2018				False	0
100-705-052018 Professional Development				BUS. CARDS HARTLESS AND MORENO					
	D2253 Total:	72.00							
	PAULSON PRINTING To	72.00							
PETTY CASH LIBRARY JAMIE EDWARDS 018754									
11072018	11/7/2018	13.89	0.00	11/15/2018				False	0
100-000-021300 Library Replacement Fines				PETTY CASH- REFILL LOST ITEMS FOUND					
11072018	11/7/2018	14.99	0.00	11/15/2018				False	0
100-000-021300 Library Replacement Fines				PETTY CASH- REFILL LOST ITEMS FOUND					
11072018	11/7/2018	19.95	0.00	11/15/2018				False	0
100-000-021300 Library Replacement Fines				PETTY CASH- REFILL LOST ITEMS FOUND					
11072018	11/7/2018	35.22	0.00	11/15/2018				False	0
100-706-052028 Projects & Programs				PETTY CASH- REFILL TRUNK OR TREAT BOOK MAR					
11072018	11/7/2018	16.00	0.00	11/15/2018				False	0
100-706-052024 Miscellaneous				PETTY CASH- REFILL BANFORD COOKIES					
11072018	11/7/2018	3.00	0.00	11/15/2018				False	0
100-000-036001 Fines - Library				PETTY CASH- REFILL REFUND					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	11072018 Total:	103.05							
	PETTY CASH LIBRARY	103.05							
POLAR REFRIGERATION INC									
02565									
WO-448089	10/25/2018	193.65	0.00	11/15/2018				False	0
	603-737-052026 Equipment Fund Charges			WWTP FAILURE COOLER					
	WO-448089 Total:	193.65							
	POLAR REFRIGERATION	193.65							
PORTLAND GENERAL ELECTRIC									
025702									
11092018	11/9/2018	43.88	0.00	11/15/2018				False	0
	205-000-052003 Utilities			4854421000 - STREET LIGHTS					
11092018	11/9/2018	135.81	0.00	11/15/2018				False	0
	100-709-052003 Utilities			0153585940- REC CENTER					
11092018	11/9/2018	115.42	0.00	11/15/2018				False	0
	202-722-052003 Utilities			7357701000 - 1300 KASTER RD					
11092018	11/9/2018	18.11	0.00	11/15/2018				False	0
	202-722-052003 Utilities			1650931000 - 1300 KASTER RD					
	11092018 Total:	313.22							
	PORTLAND GENERAL E	313.22							
RICOH USA, INC.									
027294									
101315330	11/2/2018	265.05	0.00	11/15/2018				False	0
	100-705-052023 Facility Maintenance			1496666-3356313					
	101315330 Total:	265.05							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		265.05							
RICOH USA, INC. Total:									
ST. HELENS MARINA, L.L.C.									
029000									
8009	6/19/2018	16.40	0.00	11/15/2018				False	0
100-708-052047				DOCKS FUEL					
		16.40							
8009 Total:									
		16.40							
ST. HELENS MARINA, L									
SUNSET AUTO PARTS, INC.									
020815									
10312018	10/31/2018	7.74	0.00	11/15/2018				False	0
601-732-052001				AUTO PARTS ACCT 6355					
10312018	10/31/2018	12.90	0.00	11/15/2018				False	0
601-732-052001				AUTO PARTS ACCT 6355					
10312018	10/31/2018	40.25	0.00	11/15/2018				False	0
201-000-052058				AUTO PARTS ACCT 6355					
10312018	10/31/2018	19.64	0.00	11/15/2018				False	0
703-734-052001				AUTO PARTS ACCT 6355					
10312018	10/31/2018	30.00	0.00	11/15/2018				False	0
701-000-052001				AUTO PARTS ACCT 6355					
10312018	10/31/2018	12.49	0.00	11/15/2018				False	0
601-731-052001				AUTO PARTS ACCT 6355					
		123.02							
10312018 Total:									
		123.02							
SUNSET AUTO PARTS, I									
SUPERIOR TIRE SERVICES									
032774									
6486066	10/27/2018	1,242.50	0.00	11/15/2018				False	0
701-000-052001				TIRES					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	6486066 Total:	1,242.50							
	SUPERIOR TIRE SERVIC	1,242.50							
VERIZON WIRELESS 000720 9817460700	11/1/2018	169.04	0.00	11/15/2018				False	0
702-000-052010 Telephone				242060134-00001 PUBLIC WORKS					
	9817460700 Total:	169.04							
	VERIZON WIRELESS To	169.04							
WILCOX & FLEGEL 037003 0318203-IN	10/30/2018	1,794.57	0.00	11/15/2018				False	0
100-705-052022 Fuel / Oil				POLICE FUEL					
	0318203-IN Total:	1,794.57							
	WILCOX & FLEGEL Tota	1,794.57							
	Report Total:	25,651.54							

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 11/16/2018 - 9:41AM  
 Batch: 00007.11.2018 - AP 11.16.18 FY 18-19



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
PETTY CASH- JAMIE EDWARDS									
018757									
11162018	11/16/2018	60.00	0.00	11/16/2018				False	0
				203-718-052028 Projects & Programs CASH FOR YOUTH COUNCIL BAZAAR WEEKEND					
11162018 Total:		60.00							
PETTY CASH- JAMIE ED		60.00							
POWELL, BRITTANY PENTON									
POW									
11152018	11/15/2018	150.00	0.00	11/16/2018				False	0
				100-703-052041 Council Discrenary SCARCROW CONTEST WINNER \$150					
11152018 Total:		150.00							
POWELL, BRITTANY PE		150.00							
Report Total:		210.00							

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 11/20/2018 - 3:51PM  
 Batch: 00008.11.2018 - AP 11.21.18 FY 18-19



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
ACE HARDWARE									
000500									
60181	10/31/2018	4.78	0.00	11/21/2018				False	0
201-000-052058 Events - Holloween					ACE MATERIALS ACCT 60181				
60181	10/31/2018	4.99	0.00	11/21/2018				False	0
201-000-052058 Events - Holloween					ACE MATERIALS ACCT 60181				
60181	10/31/2018	27.23	0.00	11/21/2018				False	0
601-732-052001 Operating Supplies					ACE MATERIALS ACCT 60181				
60181	10/31/2018	3.50	0.00	11/21/2018				False	0
703-734-052001 Operating Supplies					ACE MATERIALS ACCT 60181				
60181	10/31/2018	61.91	0.00	11/21/2018				False	0
703-734-052001 Operating Supplies					ACE MATERIALS ACCT 60181				
60181	10/31/2018	21.98	0.00	11/21/2018				False	0
703-734-052001 Operating Supplies					ACE MATERIALS ACCT 60181				
60181	10/31/2018	4.00	0.00	11/21/2018				False	0
703-734-052001 Operating Supplies					ACE MATERIALS ACCT 60181				
60181	10/31/2018	1.08	0.00	11/21/2018				False	0
703-734-052001 Operating Supplies					ACE MATERIALS ACCT 60181				
60181	10/31/2018	6.99	0.00	11/21/2018				False	0
703-734-052001 Operating Supplies					ACE MATERIALS ACCT 60181				
60181	10/31/2018	21.98	0.00	11/21/2018				False	0
601-731-052001 Operating Supplies					ACE MATERIALS ACCT 60181				
60181	10/31/2018	45.98	0.00	11/21/2018				False	0
601-731-052001 Operating Supplies					ACE MATERIALS ACCT 60181				
60181	10/31/2018	25.96	0.00	11/21/2018				False	0
601-731-052001 Operating Supplies					ACE MATERIALS ACCT 60181				
60181	10/31/2018	34.93	0.00	11/21/2018				False	0
100-708-052001 Operating Supplies					ACE MATERIALS ACCT 60181				
60181	10/31/2018	57.98	0.00	11/21/2018				False	0
601-732-052001 Operating Supplies					ACE MATERIALS ACCT 60181				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
60181	10/31/2018	10.34	0.00	11/21/2018				False	0
701-000-052001 Operating Supplies				ACE MATERIALS ACCT 60181					
	60181 Total:	333.63							
	ACE HARDWARE Total:	333.63							
ALVAREZ THIBEAULT LLC									
45552									
4	10/18/2018	124.00	0.00	11/21/2018				False	0
100-704-052019 Professional Services				J. BAKER					
	4 Total:	124.00							
5	10/18/2018	184.00	0.00	11/21/2018				False	0
100-704-052019 Professional Services				B. SEMLING					
	5 Total:	184.00							
	ALVAREZ THIBEAULT L	308.00							
AXON ENTERPRISE INC									
98541									
SI-1561249	11/13/2018	825.00	0.00	11/21/2018				False	0
100-705-052001 Operating Supplies				BASIC EVIDENCE LICENSE					
	SI-1561249 Total:	825.00							
	AXON ENTERPRISE INC	825.00							
BACKFLOW MANAGEMENT INC., BMI									
002110									
9481	10/30/2018	75.00	0.00	11/21/2018				False	0
601-731-052019 Professional Services				GAUGE COLIBRATION					
	9481 Total:	75.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	BACKFLOW MANAGEM	75.00							
BEMIS PRINTING									
002701									
8409	11/6/2018	961.00	0.00	11/21/2018				False	0
	100-715-052004 Office Supplies			ENVELOPES WINDOW / REG					
	8409 Total:	961.00							
8411	11/7/2018	66.90	0.00	11/21/2018				False	0
	100-704-052004 Office Supplies			STAMP					
	8411 Total:	66.90							
	BEMIS PRINTING Total:	1,027.90							
BIO-MED TESTING SERVICE, INC.									
003505									
66701	11/8/2018	50.00	0.00	11/21/2018				False	0
	100-702-052019 Professional Services			DOT BRETT LONG TESTING					
	66701 Total:	50.00							
	BIO-MED TESTING SERV	50.00							
BOISE WIITE PAPER LLC									
003720									
11152018	11/15/2018	12,500.00	0.00	11/21/2018				False	0
	202-722-055001 Principal			DECEMBER 2018 NOTE PAYMENT					
	11152018 Total:	12,500.00							
	BOISE WIITE PAPER LL	12,500.00							

BROWN, MATTHEW

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
BROWN.M									
11122018	11/12/2018	258.53	0.00	11/21/2018				False	0
100-709-052018 Professional Development				PARKS AND REC CONF. MILEAGE AND MEALS REIM					
	11122018 Total:	258.53							
BROWN, MATTHEW Tot		258.53							
CENTURY LINK									
034002									
11052018	11/5/2018	40.71	0.00	11/21/2018				False	0
702-000-052010 Telephone				796B					
11052018	11/5/2018	88.01	0.00	11/21/2018				False	0
702-000-052010 Telephone				798B CH					
11052018	11/5/2018	41.38	0.00	11/21/2018				False	0
702-000-052010 Telephone				579B PW					
11052018	11/5/2018	82.10	0.00	11/21/2018				False	0
702-000-052010 Telephone				228B PW					
11052018	11/5/2018	41.38	0.00	11/21/2018				False	0
603-737-052010 Telephone				293B WWTP					
11052018	11/5/2018	104.46	0.00	11/21/2018				False	0
702-000-052010 Telephone				967B CH					
11052018	11/5/2018	41.38	0.00	11/21/2018				False	0
603-737-052010 Telephone				600B WWTP					
11052018	11/5/2018	315.05	0.00	11/21/2018				False	0
603-736-052010 Telephone				488B WWTP					
11052018	11/5/2018	367.06	0.00	11/21/2018				False	0
702-000-052010 Telephone				818B					
11052018	11/5/2018	48.97	0.00	11/21/2018				False	0
702-000-052010 Telephone				131B					
11052018	11/5/2018	36.89	0.00	11/21/2018				False	0
702-000-052010 Telephone				1162B CH					
11052018	11/5/2018	40.32	0.00	11/21/2018				False	0
702-000-052010 Telephone				651B CH					
11052018	11/5/2018	68.20	0.00	11/21/2018				False	0
702-000-052010 Telephone				909B PW					
11052018	11/5/2018	41.38	0.00	11/21/2018				False	0
603-737-052010 Telephone				654B WWTP					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
11052018	11/5/2018	41.38	0.00	11/21/2018				False	0
603-736-052010 Telephone				688B WWTP					
	11052018 Total:	1,398.67							
	CENTURY LINK Total:	1,398.67							
CENTURY LINK- ACCESS BILLING									
034004									
3263X204S18315	11/11/2018	82.22	0.00	11/21/2018				False	0
702-000-052010 Telephone				04S3					
	3263X204S18315 Total:	82.22							
	CENTURY LINK- ACCES	82.22							
CITY OF PORTLAND, ATTN: GENERAL AR									
025638									
10294925	11/1/2018	654.00	0.00	11/21/2018				False	0
100-705-052019 Professional Services				RAPID BILLING PAWN SHOP SEARCH SERVICES					
	10294925 Total:	654.00							
	CITY OF PORTLAND, AT	654.00							
COLUMBIA CO. DEPT. OF COMM. JUSTICE									
007581									
201810CSH	11/9/2018	2,625.00	0.00	11/21/2018				False	0
100-708-052019 Professional Services				WORK CREW 10/1-10/29					
201810CSH	11/9/2018	750.00	0.00	11/21/2018				False	0
703-734-052019 Professional Services				WORK CREW 10/1-10/29					
	201810CSH Total:	3,375.00							
	COLUMBIA CO. DEPT. O	3,375.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
COLUMBIA COUNTY CLERK									
007500									
11202018	11/20/2018	76.00	0.00	11/21/2018				False	0
603-735-052019 Professional Services				SATISFACTION OF LID LIEN ERIC DAHLGREN 35439					
	11202018 Total:	76.00							
	COLUMBIA COUNTY CL	76.00							
COLUMBIA COUNTY ECONOMIC TEAM, CCET									
007573									
102318	7/19/2018	15,000.00	0.00	11/21/2018				False	0
100-710-052029 CCET				JULY 2018-JUNE 2019 CCET MEMBERSHIP CITY OF S					
	102318 Total:	15,000.00							
	COLUMBIA COUNTY EC	15,000.00							
COLUMBIA FEED & SUPPLY									
008120									
24163	10/9/2018	23.90	0.00	11/21/2018				False	0
100-708-052001 Operating Supplies				SHAVINGS					
	24163 Total:	23.90							
24189	10/23/2018	540.05	0.00	11/21/2018				False	0
100-708-052001 Operating Supplies				STIHL					
	24189 Total:	540.05							
	COLUMBIA FEED & SUP	563.95							
COMCAST									
COMCAST									
11072018	11/7/2018	122.93	0.00	11/21/2018				False	0
702-000-052003 Utilities				9144 PW					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	11072018 Total:	122.93							
11122018	11/12/2018	155.36	0.00	11/21/2018				False	0
702-000-052003	Utilities			3238 WFF					
	11122018 Total:	155.36							
11142018	11/14/2018	95.41	0.00	11/21/2018				False	0
702-000-052003	Utilities			9228					
	11142018 Total:	95.41							
	COMCAST Total:	373.70							
E2C CORPORATION									
E2C									
4285	11/9/2018	17,581.81	0.00	11/21/2018				False	0
201-000-052058	Events - Halloween			TRAVEL STORE SUPPLIES ENTERTAINMENT PRODU					
	4285 Total:	17,581.81							
	E2C CORPORATION Total:	17,581.81							
EASYPERMITS POSTAGE									
025602									
11112018	11/11/2018	3,143.21	0.00	11/21/2018				False	0
100-707-052009	Postage			POSTAGE METER REFILL					
	11112018 Total:	3,143.21							
	EASYPERMITS POSTAGE	3,143.21							
ERSKINE LAW PRACTICE LLC									
011522									
11192018	11/19/2018	4,650.00	0.00	11/21/2018				False	0
100-704-052019	Professional Services			CITY ATTORNEY SERVICES 11/1-11/16					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	11192018 Total:	4,650.00							
	ERSKINE LAW PRACTIC	4,650.00							
H.D. FOWLER CO. 012650 15011665	11/9/2018	4,864.84	0.00	11/21/2018				False	0
601-000-053006	Water Meter Replacement			24 WATER METERS					
	15011665 Total:	4,864.84							
	H.D. FOWLER CO. Total:	4,864.84							
HARDY, STELING AARON WESLEY hardy 0002881	11/18/2018	1,590.00	0.00	11/21/2018				False	0
100-000-020200	Bail Deposit			BOND TRANSFER STERLING HARDY					
	0002881 Total:	1,590.00							
	HARDY, STELING AARO	1,590.00							
HUDSON GARBAGE SERVICE 015875 10037588	11/1/2018	6,399.48	0.00	11/21/2018				False	0
201-000-052058	Events - Holloween			6169 - PORTABLE SERVICE HALLOWEENTTOWN					
	10037588 Total:	6,399.48							
	HUDSON GARBAGE SER	6,399.48							
HURLEY ENGINEERING 0159 45089	10/26/2018	6,182.00	0.00	11/21/2018				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
603-738-052001	Operating Supplies			PUMP REPAIR					
	45089 Total:	6,182.00							
	HURLEY ENGINEERING	6,182.00							
INGRAM LIBRARY SERVICES, INC.									
016240									
36922449	10/14/2018	14.60	0.00	11/21/2018				False	0
	100-000-021300	Library Replacement Fines		BOOKS 20C7921					
	36922449 Total:	14.60							
36922450	10/14/2018	46.78	0.00	11/21/2018				False	0
	100-706-052033	Printed Materials		BOOKS 20C7921					
	36922450 Total:	46.78							
37044642	10/22/2018	151.50	0.00	11/21/2018				False	0
	100-000-021300	Library Replacement Fines		BOOKS 20C7921					
	37044642 Total:	151.50							
37055783	10/23/2018	286.73	0.00	11/21/2018				False	0
	100-706-052035	Audio Materials		BOOKS 20C7921					
	37055783 Total:	286.73							
37083231	10/24/2018	11.89	0.00	11/21/2018				False	0
	100-706-052033	Printed Materials		BOOKS 20C7921					
	37083231 Total:	11.89							
37083232	10/24/2018	963.04	0.00	11/21/2018				False	0
	100-706-052035	Audio Materials		BOOKS 20C7921					
	37083232 Total:	963.04							
37119598	10/26/2018	19.30	0.00	11/21/2018				False	0
	100-706-052033	Printed Materials		BOOKS 20C7921					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	37119598 Total:	19.30							
37119599	10/26/2018	11.85	0.00	11/21/2018				False	0
100-706-052033	Printed Materials			BOOKS 20C7921					
	37119599 Total:	11.85							
37119600	10/26/2018	411.39	0.00	11/21/2018				False	0
100-706-052033	Printed Materials			BOOKS 20C7921					
	37119600 Total:	411.39							
37119601	10/26/2018	30.68	0.00	11/21/2018				False	0
100-706-052033	Printed Materials			BOOKS 20C7921					
	37119601 Total:	30.68							
37203441	11/1/2018	-4.69	0.00	11/21/2018				False	0
100-706-052033	Printed Materials			BOOKS 20C7921					
	37203441 Total:	-4.69							
3744641	10/22/2018	558.29	0.00	11/21/2018				False	0
100-706-052033	Printed Materials			BOOKS 20C7921					
	3744641 Total:	558.29							
	INGRAM LIBRARY SERV	2,501.36							
KJ SECURITY SOLUTIONS & LOCKSMITH, LLC									
KJSECUR									
0002815	10/29/2018	327.00	0.00	11/21/2018				False	0
704-000-053012	Capital Outlay Parks			GREY CIFFS PRESTROOM LOCK SERVICE					
	0002815 Total:	327.00							
	KJ SECURITY SOLUTIO	327.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
019366									
1122018	11/2/2018	21.87	0.00	11/21/2018				False	0
603-737-052064	Lab Testing			SHIPPING SIEMENS INDUSTRY					
	1122018 Total:	21.87							
	MAILBOXES NORTHWE	21.87							
MASON, BRUCE, & GIRARD, INC.									
019413									
24699	11/15/2018	5,196.23	0.00	11/21/2018				False	0
203-717-052028	Projects & Programs			0100308 MILTON CREEK FOREST INV PLAN					
	24699 Total:	5,196.23							
	MASON, BRUCE, & GIR	5,196.23							
MAUL FOSTER ALONGI, INC.									
019555									
33467	11/9/2018	78.12	0.00	11/21/2018				False	0
202-722-052019	Professional Services			BWP ON CALL SERVICES PROJECT 0830.02.03					
33467	11/9/2018	3,850.00	0.00	11/21/2018				False	0
202-721-052019	Professional Services			WWTP LAGOON ON CALL SERVICES PROJECT 0830.0					
33467	11/9/2018	17,231.95	0.00	11/21/2018				False	0
202-721-052050	Community Wide Assessment			COMMUNITY WIDE ASSESSMENT PROJECT 0830.05.01					
	33467 Total:	21,160.07							
	MAUL FOSTER ALONGI	21,160.07							
METROPRESORT									
020292									
IN602787	11/8/2018	3,428.15	0.00	11/21/2018				False	0
100-707-052019	Professional Services			BILL PRINTING DEL / REG BILLINGS UB					
	IN602787 Total:	3,428.15							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	METROPRESORT Total:	3,428.15							
MIDWEST TAPE 020427									
96540491	10/19/2018	156.43	0.00	11/21/2018				False	0
100-706-052034	Visual Materials			DVD					
	96540491 Total:	156.43							
96561017	10/26/2018	15.85	0.00	11/21/2018				False	0
100-706-052034	Visual Materials			DVD					
	96561017 Total:	15.85							
96561019	10/26/2018	33.99	0.00	11/21/2018				False	0
100-706-052034	Visual Materials			DVD					
	96561019 Total:	33.99							
96585901	11/2/2018	99.70	0.00	11/21/2018				False	0
100-706-052034	Visual Materials			DVD					
	96585901 Total:	99.70							
96585902	11/2/2018	29.99	0.00	11/21/2018				False	0
100-706-052034	Visual Materials			DVD					
	96585902 Total:	29.99							
96585903	11/2/2018	37.12	0.00	11/21/2018				False	0
100-000-021300	Library Replacement Fines			ADB					
	96585903 Total:	37.12							
96611453	11/9/2018	24.99	0.00	11/21/2018				False	0
100-706-052034	Visual Materials			DVD					
	96611453 Total:	24.99							
96611454	11/9/2018	37.32	0.00	11/21/2018				False	0
100-706-052035	Audio Materials			ADB					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	96611454 Total:	37.32							
	MIDWEST TAPE Total:	435.39							
NORTHWEST NATURAL GAS									
021400									
11082018	11/8/2018	331.04	0.00	11/21/2018				False	0
	601-732-052003 Utilities			2942					
11082018	11/8/2018	7.96	0.00	11/21/2018				False	0
	603-735-052003 Utilities			7720					
11082018	11/8/2018	7.96	0.00	11/21/2018				False	0
	601-731-052003 Utilities			7720					
11082018	11/8/2018	37.41	0.00	11/21/2018				False	0
	100-715-052003 Utilities			5285					
11082018	11/8/2018	44.63	0.00	11/21/2018				False	0
	100-715-052003 Utilities			2848					
11082018	11/8/2018	33.80	0.00	11/21/2018				False	0
	100-708-052003 Utilities			8563					
11082018	11/8/2018	249.33	0.00	11/21/2018				False	0
	100-706-052003 Utilities			7673					
11082018	11/8/2018	30.00	0.00	11/21/2018				False	0
	603-736-052003 Utilities			5750					
11082018	11/8/2018	30.77	0.00	11/21/2018				False	0
	603-737-052003 Utilities			5750					
11082018	11/8/2018	39.99	0.00	11/21/2018				False	0
	100-705-052003 Utilities			5638					
11082018	11/8/2018	30.27	0.00	11/21/2018				False	0
	100-708-052003 Utilities			3047					
11082018	11/8/2018	90.74	0.00	11/21/2018				False	0
	100-709-052003 Utilities			0109					
11082018	11/8/2018	35.65	0.00	11/21/2018				False	0
	703-734-052003 Utilities			8675					
	11082018 Total:	969.55							
	NORTHWEST NATURAL	969.55							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
OREGON INSULATION AND REMODELING									
8445									
181116	11/16/2018	8,200.00	0.00	11/21/2018				False	0
704-000-053017	Capital Outlay - Rec Center			INSTALL DAIKIN DUCTLESS / ELECTRICAL INSTALI					
	181116 Total:	8,200.00							
	OREGON INSULATION A	8,200.00							
PAULSON PRINTING									
025300									
D2239	10/31/2018	66.95	0.00	11/21/2018				False	0
603-736-052001	Operating Supplies			PADS HAULED WASTE TICKET BOD WORK SHEETS					
D2239	10/31/2018	66.95	0.00	11/21/2018				False	0
603-737-052001	Operating Supplies			PADS HAULED WASTE TICKET BOD WORK SHEETS					
	D2239 Total:	133.90							
	PAULSON PRINTING To	133.90							
PETTY CASH- JAMIE EDWARDS									
018757									
11192018	11/19/2018	150.00	0.00	11/21/2018				False	0
203-705-052028	Projects & Programs			DONUT DAY CASH - 50 IN 'S 100 IN 1'S					
	11192018 Total:	150.00							
	PETTY CASH- JAMIE ED	150.00							
RADLER WHITE PARKS & ALEXANDER LLP									
02600									
18352	10/31/2018	3,000.00	0.00	11/21/2018				False	0
100-708-052019	Professional Services			SAND ISLAND MARINE PARK					
18352	10/31/2018	932.50	0.00	11/21/2018				False	0
202-721-052019	Professional Services			SAND ISLAND MARINE PARK					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	18352 Total:	3,932.50							
	RADLER WHITE PARKS	3,932.50							
SCAPPOOSE RURAL FIRE PROTECTION DISTRICT									
030031									
2018-10	10/31/2018	5,644.55	0.00	11/21/2018				False	0
	100-711-052019 Professional Services				FIRE AND SAFETY PLAN REVIEW ST. HELENS LANI				
	2018-10 Total:	5,644.55							
2018-11	10/31/2018	218.72	0.00	11/21/2018				False	0
	100-711-052019 Professional Services				FIRE AND SAFETY PLAN REVIEW COMPOSITES UNI				
	2018-11 Total:	218.72							
2018-7	10/31/2018	9,705.86	0.00	11/21/2018				False	0
	100-711-052019 Professional Services				FIRE AND SAFETY PLAN REVIEW ST. HELENS SCHC				
	2018-7 Total:	9,705.86							
2018-8	10/31/2018	49,298.93	0.00	11/21/2018				False	0
	100-711-052019 Professional Services				FIRE AND SAFETY PLAN REVIEW ST. HELENS SCHC				
	2018-8 Total:	49,298.93							
2018-9	8/20/2018	2,385.27	0.00	11/21/2018				False	0
	100-711-052019 Professional Services				FIRE AND SAFETY PLAN REVIEW PORT OF ST. HELE				
	2018-9 Total:	2,385.27							
	SCAPPOOSE RURAL FIR	67,253.33							
SHRED-IT USA, LLC									
SHRED-IT									
8125906699	10/31/2018	135.39	0.00	11/21/2018				False	0
	100-705-052019 Professional Services				POLICE SHRED				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	8125906699 Total:	135.39							
	SHRED-IT USA, LLC Tot	135.39							
SUPERIOR TIRE SERVICES									
032774									
6486248	11/13/2018	604.40	0.00	11/21/2018				False	0
	701-000-052001 Operating Supplies			TIRES					
	6486248 Total:	604.40							
	SUPERIOR TIRE SERVIC	604.40							
TCMS, TEMP CONTROL MECHANICAL SERVICE CORP									
033013									
74793	11/1/2018	1,151.25	0.00	11/21/2018				False	0
	100-715-052023 Facility Maintenance			C10625 11/1/18-1/31/19 SR CENTER					
	74793 Total:	1,151.25							
	TCMS, TEMP CONTROL	1,151.25							
TERRITORIAL SUPPLIES INC.									
033015									
14049	11/9/2018	81.50	0.00	11/21/2018				False	0
	100-705-052004 Office Supplies			NK TEST OPIUM ALKALOIDS					
	14049 Total:	81.50							
	TERRITORIAL SUPPLIE	81.50							
TERRY, DANA									
TER									
11192018	11/19/2018	125.00	0.00	11/21/2018				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-709-052019 Professional Services					REC CENTER BATHROOM CLEANING				
	11192018 Total:	125.00							
	TERRY, DANA Total:	125.00							
TESTAMERICA LAORATORIES INC 01224									
7800000151	11/15/2018	3,657.50	0.00	11/21/2018				False	0
603-737-052064 Lab Testing					TESTING WWTP CITY OF ST. HELENS				
	7800000151 Total:	3,657.50							
	TESTAMERICA LAORAT	3,657.50							
THE RADAR SHOP 026810									
11908	11/15/2018	517.00	0.00	11/21/2018				False	0
100-705-052021 Equipment Maintenance					RADAR UNITS				
	11908 Total:	517.00							
	THE RADAR SHOP Total	517.00							
U.S. BANK EQUIPMENT FINANCE 033955									
371039876	11/14/2018	265.02	0.00	11/21/2018				False	0
100-715-052021 Equipment Maintenance					CONTRACT PAYMENT				
	371039876 Total:	265.02							
	U.S. BANK EQUIPMENT	265.02							

VERNON, VICKI R.  
034920

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
10182018	10/18/2018	172.00	0.00	11/21/2018				False	0
100-704-052019 Professional Services				J. SOOK					
	10182018 Total:	172.00							
11052018	11/5/2018	444.00	0.00	11/21/2018				False	0
100-704-052019 Professional Services				C. LOWE					
	11052018 Total:	444.00							
110520182	11/5/2018	148.00	0.00	11/21/2018				False	0
100-704-052019 Professional Services				V. NEWKIRK					
	110520182 Total:	148.00							
110520183	11/5/2018	236.00	0.00	11/21/2018				False	0
100-704-052019 Professional Services				M. SLIGHTER					
	110520183 Total:	236.00							
110520184	11/5/2018	124.00	0.00	11/21/2018				False	0
100-704-052019 Professional Services				J. MICKEY					
	110520184 Total:	124.00							
110520187	11/5/2018	304.00	0.00	11/21/2018				False	0
100-704-052019 Professional Services				G. HERNANDEZ-RODRIGUEZ					
	110520187 Total:	304.00							
110520189	11/5/2018	256.00	0.00	11/21/2018				False	0
100-704-052019 Professional Services				K. MOILANEN					
	110520189 Total:	256.00							
	VERNON, VICKI R. Total	1,684.00							
WALLACE, JAELYN WAL									
11192018	11/19/2018	500.00	0.00	11/21/2018				False	0
100-000-037009 Reimb - Courts				COMPENSATORY FINE VICTIM J. WALLACE					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	11192018 Total:	500.00							
	WALLACE, JAELYN Tota	500.00							
WILCOX & FLEGEL									
037003									
0323067-IN	11/14/2018	1,069.35	0.00	11/21/2018				False	0
	100-705-052022 Fuel / Oil			POLICE FUEL					
	0323067-IN Total:	1,069.35							
0323071-IN	11/14/2018	2,782.57	0.00	11/21/2018				False	0
	703-734-052022 Fuel / Oil			SHOP FUEL					
	0323071-IN Total:	2,782.57							
	WILCOX & FLEGEL Tota	3,851.92							
WILD CURRANT CATERING									
037008									
3638	11/13/2018	154.00	0.00	11/21/2018				False	0
	100-706-052024 Miscellaneous			CHICKEN PICATTA WILD RICE SALAD BREAD DESS					
	3638 Total:	154.00							
	WILD CURRANT CATER	154.00							
	Report Total:	207,749.27							