



CITY COUNCIL REGULAR SESSION

Wednesday, January 16, 2019

265 Strand Street, St. Helens, OR 97051

www.ci.st-helens.or.us

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. **Approve and/or Authorize for Signature**
 - 4.a. Agreement with Erskine Law Practice, LLC for Prosecutorial Services
[Agreement - Sam Erskine - Prosecutorial Services.pdf](#)
 - 4.b. [Ratify] Agreement with Oregon State Lands for Sediment Disposal Facility Feasibility Analysis
[IGA Oregon DSL for Sediment Disposal Facility Feasibility Analysis.pdf](#)
 - 4.c. Grant Contract with State of Oregon OBDD for Food Bank Design & Construction
[CDBG Food Bank Grant.pdf](#)
 - 4.d. Agreement with Jensen Strategies for Council Goal Setting Facilitation & Planning Services
[Agr with Jensen Strategies.pdf](#)
 - 4.e. Fuel Supply Agreement with Lawrence Oil Company
[Lawrence Oil Fuel Supply Agreement.pdf](#)

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.**

- 4.f. Statement of Work for Professional Services with David Evans and Associates, Inc. for N. Vernonia Road Sidewalks Preliminary and Final Engineering

[02. 2019-1-15_N Vernonia Rd Sidewalks SOW.pdf](#)

5. Appointments to Boards/Commissions

- 5.a. Appointments to Boards & Commissions

[05. 011619 Appts to Boards and Commissions.pdf](#)

6. Consent Agenda for Acceptance

- 6.a. Housing Needs Advisory Committee Meeting #1 Minutes dated December 11, 2018

[06A. Advisory Committee Meeting #1 Minutes Approved.pdf](#)

- 6.b. Planning Commission Minutes dated December 11, 2018

[06B. 121118 PC Minutes APPROVED.pdf](#)

7. Consent Agenda for Approval

- 7.a. Council Work Session, Executive Session, and Regular Session Minutes dated December 19, 2018

[07A. 011619 Council Minutes TO BE APPROVED.pdf](#)

- 7.b. OLCC Licenses

[07B. OLCC 01-16-19 CC Mtg.pdf](#)

- 7.c. Accounts Payable Bill Lists

[07C. AP BILL LISTS.pdf](#)

8. Mayor Scholl Reports

9. Council Member Reports

10. Department Reports

11. Other Business

12. Adjourn

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City of St. Helens

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 **Erskine Law Practice, LLC** ("Contractor").

RECITALS

- A. The City is in need of prosecutorial services, 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 related to **Municipal Court Prosecutor** ("Services"), and Contractor accepts such engagement. The principal contact for Contractor shall be **Samuel Erskine**. It is understood that Contractor reserves the right to assign all or any portion of the work to be performed under this Agreement to an associate, law clerk, other lawyers, paralegals, or others working under Contractor's supervision, at Contractor's discretion.

2. SCOPE OF WORK

The duties and responsibilities of Contractor are described in Attachment A, attached hereto and incorporated herein by reference pertaining to the duties of City Prosecutor. The duties and responsibilities of Contractor are described in Attachment B, attached hereto and incorporated herein by reference pertaining to the Administrator duties of the City Prosecutor. The Scope of Work and the Expectations of Work are responsibilities of Contractor. The Program Objectives are the responsibility of the department as a whole, with Contractor being responsible to communicate, cooperate and coordinate with the rest of court staff to ensure that the Program Objectives are met to the maximum extent possible.

3. TERM

This Agreement shall commence once executed by both parties and continue until June 30, 2019 unless a notice of intent to terminate the agreement has been issued pursuant to paragraph 11, below. The Agreement will automatically renew for one additional year (Expiring June 30, 2020) if both parties mutually agree to terms in this agreement.

4. Compensation

- 4.1 Prosecutor Services: Contractor will provide such services as an independent contractor and not as an employee of the City. As an independent contractor, Contractor will not be entitled to any benefits generally provided to employees of St. Helens, nor will he be entitled to any reimbursement for mileage or long distance calls, but may be entitled to

reimbursement for such costs for events such as continuing legal education for prosecutors, if attendance is approved by the City in advance. Contractor will request permission for such reimbursement from the City Finance Director, in writing, before the event and provide documentation of expenses related to such reimbursement after the event. If such event falls on a judicial day or days, or if such event requires travel on a judicial day or days, Contractor will be excused from appearing in court on that day or days. The compensation for this position shall be \$125.00 PER HOUR with six-minute minimum billing increments through the end of this contract.

- 4.2 Administrative Services: Contractor will provide such services as an independent contractor and not as an employee of the City. As an independent contractor, Contractor will not be entitled to any benefits generally provided to employees of St. Helens, nor will Contractor be entitled to any reimbursement for mileage or long distance calls, but may be entitled to reimbursement for such costs incurred by Contractor for initiating and maintaining access to services necessary to carry out the functions of the office of the City Prosecutor. Contractor will request permission for such reimbursement from the City Finance Director, in writing, before incurring costs for access or maintenance of such services and provide documentation with invoices showing the ongoing expense for such services. The compensation for this position shall be \$50.00 PER HOUR with six-minute minimum billing increments through the end of this contract.

Any business licenses requirements associated with Contractor's services provided pursuant to this Agreement will be paid by the City. This Agreement shall not be deemed to prevent Contractor from entering into other or additional contracts not inconsistent with providing prosecutorial services to City of St. Helens.

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.
- 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 of the City Finance Director, the City will pay the billing in the next available AP process. 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 Finance Director
City of St. Helens
PO BOX 278
St. Helens OR 97051

CONTRACTOR: Samuel Erskine
111 SW Columbia St., Suite 1390
Portland, OR 97201
503-404-3110

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.
- 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 the 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 worker's compensation) shall include provisions for waiver or subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

11. No-Cause Termination

This Agreement may be terminated by either party for any reason upon sixty (60) days' written notice of the party's intent to terminate. In the event this Agreement is terminated, Contractor shall receive compensation only for Services actually performed up to the last day of work for that party.

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 sole 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.

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 this 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; Termination for 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 possible.
- 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 all rights at law or in equity with respect to any dispute not covered by this section. Nothing in his 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 one (1) year 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 constructed 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

Erskine Law Practice, LLC

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Date: _____

Date: _____

Attested:

By: _____

Kathy Payne, City Recorder

ATTACHMENT A

Scope of Work

For the term of this contract and any subsequent extensions, Contractor will provide prosecutorial services to the City of St. Helens consisting of the following:

- Attend and perform prosecutorial services during court sessions as legal representative of City.
- Review all police reports, related documents and evidence in all cases submitted for municipal prosecution.
- Screen all cases and prepare all legal documents, including criminal complaints in preparation for prosecution.
- Ensure a timely response to discovery requests and requests for information.
- Draft reasoned memoranda in support of motions.
- Develop reasoned persuasive arguments and orally present same in court.
- Analyze and apply legal precedent.
- Negotiate cases on terms in the public interest.
- Prepare and present all necessary pre-trial motions and post-trial motions and other documents to ensure enforcement of court orders.
- Document additional billings associated with hourly rate.
- Consult with City Finance Director and City Administrator in reviewing quarterly Court Department Reports to Council. Attend if necessary or available.
- Answer case questions from client (usually from Court staff and Police Department) and answer questions about criminal law or procedure to St. Helens Police Officers.

Expectations of Work

For the term of this contract and any subsequent extensions, Contractor will work within the following expectations of prosecutorial services provided to the City of St. Helens consisting of the following:

- Work with the Judge and Court staff to assist in planning Court Days accordingly and ahead of schedule as much as possible encompassing an emphasis to use days as effective and efficiently as possible.
- Work with Court Staff, Judge, and Finance Director to review all Court processes and potential ideas to become more efficient and cost effective. Remain open to trying new ideas and processes with a scheduled trial period and review time during Court Staff department meetings.
- Review quarterly performance measures with Finance Director and staff that will include:
 1. Clearance Rates
 2. Collection of Monetary Penalties
 3. Cost Per Case
- Proper Attire: Contractor will wear court-appropriate attire during all appearances in Municipal Court and any non-appearance work tasks that may take place on City of St. Helens government premises.
- Prosecutor will be prepared consistent with professional standards.
- A copy of any written professional correspondence will be kept in courts file, electronically, or a separate binder with all professional correspondence.
- Establish and maintain professional working relationships with defense attorneys, city employees, police department personnel, city officials, County staff, and the public.
- Maintain strict confidentiality of oral and written communications including confidentiality of Law Enforcement Data System (LEDS) printouts.

- Be generally available to communicate with and answer questions of defense attorneys, city officials and employees, police department personnel, and the public, even on non-holiday work days when Court is not in session.

PROGRAM OBJECTIVES

- To provide fair, timely, and speedy resolution of cases involving violations, infractions, and crimes in a manner that is efficient both for the City and for the public.
- To ensure strict compliance with judicial orders, including the payment of court ordered fines and fees and the completion of court-ordered time obligations such as jail time, special counseling, classes or community service.
- To ensure timely processing of all funds received, as well as the reconciliation of these accounts and forwarding of mandatory payments to the appropriate parties (including the Oregon Department of Revenue, Columbia County, City of St. Helens General Fund and victims for whom restitution has been ordered).
- To identify and provide statistical analysis information for planning, goal setting, strategic decision-making program analysis, and resource allocation.
- Continue to review Court procedures and modify as needed to increase efficiency but remaining within budget guidelines approved by City Council. Continue to monitor and re-examine staff stations and other uses of current technology to increase efficiency in responding to daily duties and demands, and to increase responsiveness to the public.
- Provide an accessible, efficient and impartial forum for all participants in cases involving municipal violations and misdemeanors.
- Promote public trust in both the justice system and local government by exemplifying hard work and playing nice.
- Represent the Municipal Court and City of St. Helens in a professional manner when interacting with co-workers and the general public.

ATTACHMENT B

Scope of Work

For the term of this contract and any subsequent extensions, Contractor will complete administrator duties for the prosecutorial office for the City of St. Helens consisting of the following:

- General receptionist duties – Receive and respond to inquiries from individuals or entities seeking information about the operations of the City Prosecutor’s office. A dedicated phone line will be available with general availability from 9:00 AM till 4:40 PM, Monday through Friday (excluding normal holidays). Mail correspondence directed to the City Prosecutor’s office will continue to be sent to the PO Box associated with the City of St. Helens City Hall and will be sorted by Municipal Court staff and placed in the City Prosecutor’s mailbox at City Hall. A dedicated email address will be created for administrative inquiries and the City will grant and facilitate the setup of remote access to this email account.
- Interfacing with Police Department – Create contact with St. Helens Police Department to facilitate the transferring of police reports and digital and physical evidence, the scheduling and subpoenaing of officers for court matters, and the coordination with officers for the subpoenaing of civilian witnesses.
- Interfacing with Municipal Court and other jurisdictions – Create and maintain a list of unique case numbers to be associated with cases charged by City Prosecutor and filed with the court. Respond to inquiries from municipal court staff. Facilitate information exchange between City Prosecutor and Columbia County District Attorney’s office.
- Interfacing with crime victims, witnesses, and members of the public – Assist with necessary document creation and mailing of victim communication forms and notifications to maintain compliance with applicable victim contact laws. Respond appropriately to inquiries from victims, case witnesses, and members of the public. Process and track restitution requests.
- Responding to discovery demands – Ensuring prompt delivery of discovery materials to defendants and defense attorneys to maintain compliance with relevant discovery laws. Discovery fees will be collected by the City of St. Helens and Municipal Court staff will inform the prosecutor’s office promptly through email that the discovery fees have been paid and can be completed and sent out.
- Create and maintain prosecutorial case files – Create and maintain prosecutor files to: track compliance with discovery and victim notification issues, keep a record of documents filed in each case, and maintain a record of case facts and defendant criminal history. These files may be kept electronically or in a hard copy format at the election of Erskine Law Practice, and will be kept for the length of time required by law and remain the property of the City of St. Helens.
- Processing motions to set aside – Assist in the processing of motions to set aside including interfacing with members of the public or attorneys, drafting correspondence, and completing any associated data entry tasks.
- Responding to public records requests – Providing responsive documents in accordance with applicable laws to public records requests for Municipal Court or City Prosecutor related documents. Public records requests will be filed and paid through the Municipal Court Department and the City Prosecutor will be promptly notified if any information is requested that pertains to the City Prosecutor’s office. This will be billed accordingly to the City whether it is done by administrative staff or attorney staff.

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
General Liability	Each occurrence	\$1,000,000	YES
	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			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	NO
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here NOT APPLICABLE. State the reason it is not applicable: <u>Contractor does not have employees</u>		NO
Professional Liability	Per occurrence	\$500,000	Yes
	Annual Aggregate	or per contract \$500,000 200,000 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/15/2018

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 Elliott Powell Baden and Baker Inc. An ISU Network Member 1521 SW Salmon Street Portland OR 97205-1783		CONTACT NAME: Cindy McGowan PHONE (A/C, No., Ext): (503) 227-1771 FAX (A/C, No.): (503) 274-7644 E-MAIL ADDRESS: cmcgowan@epbb.com	
INSURED Erskine Law Practice, LLC 1001 SW 5th Ave., Suite 1100 Portland OR 97204		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Ohio Security Insurance Co.	NAIC # 24082
		INSURER B: Ohio Casualty Insurance Co.	24074
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 18-19 GLAU UMB **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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER		Y	BLS58931833	06/15/2018	06/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS58931833	06/15/2018	06/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO58931833	06/15/2018	06/15/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 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 \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See CG881004/13

CERTIFICATE HOLDER

CANCELLATION

City of St. Helens - City Administrator P.O. Box 278 St. Helens, OR 97051	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 <i>Cindy McGowan</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

 - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
 - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition **4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to Paragraph **a. Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.



b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. **ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. **WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 6. **Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 8. **Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



**Professional
Liability Fund**

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PO Box 23160 | Tigard, OR 97281-1600

accounting: 503.924.1771

toll free: 800.452.1639

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2018 PLF Primary Coverage Plan Declarations

Samuel Harrison Erskine
Erskine Law Practice
121 SW Salmon St Ste 1100
Portland, OR 97204-2921

CERTIFICATE NO. 091034

NAMED PARTY:

Samuel Harrison Erskine

COVERAGE PERIOD:

January 1, 2018 through December 31, 2018 unless terminated by the
Named Party at an earlier date pursuant to PLF Policy 3.400

RETROACTIVE DATE:

August 1, 2017

LIMITS OF COVERAGE:

\$300,000 Aggregate / \$50,000 Claims Expense Allowance
as provided in Section VII of the 2018 PLF Primary Coverage Plan

DEDUCTIBLES:

NONE

The 2018 PLF Primary Coverage Plan is published on the PLF website,
www.osbplf.org.

WARNINGS

This is a claims made plan. This Plan contains provisions that reduce
the Limits of Coverage stated in the Plan by the costs of legal
defense. See Sections I, VI, and VII of the 2018 PLF Primary Coverage
Plan.

Various provisions in this Plan restrict coverage. Read the entire
Plan to determine rights, duties, and what is and is not covered.

**Intergovernmental Agreement
City of St. Helens Central Waterfront Redevelopment
Sediment Disposal Facility Feasibility Analysis**

This Intergovernmental Agreement (“Agreement”) is entered into between the State of Oregon, acting by and through its Department of State Lands (“DSL”) and the City of St. Helens, an Oregon municipal corporation (“St. Helens”).

1. **Authority:** DSL has authority under ORS 190.110 to cooperate for any lawful purpose with a unit of local government. Pursuant to ORS 190.003, St. Helens qualifies as a “unit of local government” as that term is used in ORS 190.110, and therefore has authority to enter into this Agreement.
2. **Background/Purpose:** St. Helens desires to conduct a feasibility study to determine the viability of converting and/or repurposing some or all of the existing wastewater treatment plant lagoon it currently owns at 451 Plymouth St. St. Helens Oregon 97051 into a solid waste landfill facility. DSL has expressed a desire to assist St. Helens by funding such a feasibility study, and has agreed in principle to provide \$500,000.00 from the Portland Harbor Cleanup Fund established in the State Treasury by SB5530 (2017); OR Laws 2017, Chapter 748, Section 11 (the “PH Cleanup Fund”), to assist St. Helens in conducting that feasibility study.
3. **Effective Date and Duration:** This Agreement is effective on the date that every party has signed this Agreement and, when required, approved by the Oregon Department of Justice. Unless earlier terminated or extended, this Agreement expires on December 31, 2021.
4. **Participant Representatives:** Representatives of both Participants are listed below. Participants may change representatives as needed by providing written notice to the other Participant. DSL will participate in this Agreement as the “Funding Participant,” and St. Helens will participate in this Agreement as the “Performing Participant.”

State of Oregon:

Project Manager: Jim McKenna
Organization: State of Oregon, Governor’s Natural Resources Office
Phone: 503-510-9349
Email: jim.j.mckenna@oregon.gov

City of St. Helens:

Project Manager: John Walsh
Organization: City of St. Helens, City Administrator
Phone: 503-366-8211
Email: jwalsh@ci.st-helens.or.us

5. Performing Participant and Statement of Work:

- a. On or before 30 days from the effective date of this Agreement, the Performing Participant shall develop a Statement of Work ("SOW") to conduct the field studies and other work necessary for determining whether and how the wastewater treatment plant lagoon can be converted to a solid waste landfill ("Work" or "Feasibility Study").
- b. The SOW shall include the following minimum requirements: 1) description of the tasks and deliverables; 2) the schedule with interim goals for all major tasks and deliverables; 3) a budget that separately identifies each of the tasks to be performed and associated costs; 4) delivery of draft and final Feasibility Studies to Funding Participant and 5) quarterly meetings to discuss project status, tasks performed, estimated budget per task and actual expenditures per task.
- c. Approval of the SOW and any modifications to the SOW must be acknowledged in writing by both Participants to this Agreement.
- d. Upon approval of the SOW and any modifications to the SOW or the Work, the Participants shall amend this Agreement to include the SOW as attachment A.

6. Work Implementation:

- a. The Participants acknowledge and agree that only the Performing Participant or its agents shall be responsible for implementation of the Work approved in the SOW.
- b. The Funding Participant shall be permitted, upon request, to perform oversight of the Work being performed by the Performing Participant.
- c. The Funding Participant may request an audit to account for all expenses of the Work, and the Performing Participant shall fully cooperate with such a request if made.
- d. The Participants agree that the funds provided by the Funding Participant may only be used for work or tasks approved in the SOW or any amendment to the SOW.

- 7. Work Product:** Performing Participant shall allow and secure a royalty-free, irrevocable license on behalf of the Funding Participant in Performing Participant's contract with each contractor allowing Funding Participant to copy, use and distribute final work product and deliverables as necessary to enable Funding Participant to demonstrate that the funds have been utilized in a manner consistent with this Agreement.

8. Funding and Reimbursement:

- a. Funding Participant will transfer \$500,000 (the "Funds") to the Account (as defined below) identified to Funding Participant by Performing Participant within 60 days of the effective date of this Agreement or 30 days of Performing

Participant's delivery of Account information to Funding Participant, whichever is later.

- b. Performing Participant shall: (1) hold the Funds in a segregated deposit account ("Account") at an Oregon depository qualified pursuant to the requirements of ORS Chapter 295 ("Depository"); (2) identify the funds, any interest earned or earnings credited, and any fees on the records of the Depository as held for the benefit of, or on behalf of, Funding Participant, so that the Funds may be collateralized as "public funds" under ORS 295.015; and (3) notify Funding Participant of the Account, and cause the Depository at which such Account is located to send Funding Participant duplicate statements for such Account.
 - c. Performing Participant will track all funds transferred to it under this Agreement by task to ensure that all funds are dedicated to implementation of the SOW and no other purpose. Performing Party shall apply any earnings that accrue from such funds to bank account fees and necessary administrative costs.
 - d. Performing Participant shall return to the Funding Participant any funds in excess of those required to pay for the Work for placement in the PH Cleanup Fund, except as otherwise agreed to in writing by the Participants.
 - e. Each Participant's own administrative costs for implementing this Agreement are to be borne solely by the respective Participant.
 - f. Notwithstanding anything in this Agreement to the contrary, the State of Oregon's payment obligations under this Agreement are payable only from moneys in the PH Cleanup Fund, and are conditioned upon the Oregon Department of State Lands receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow the Oregon Department of State Lands, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement from the PH Cleanup Fund.
9. **Additional Funding Source:** Nothing in this Agreement shall prevent or limit Performing Participant's ability or right to seek additional funding from other sources in order to complete the analysis and evaluation of the feasibility study to determine whether and how the wastewater treatment plant lagoon can be converted to a solid waste landfill.
10. **Amendments:** The terms of this Agreement shall be modified only by written agreement of the Participants.
11. **Non-Waiver of Privileges:** The Participants are or may become, collectively or individually, parties to separate joint defense, joint prosecution, confidentiality and/or common interest agreements relating to liabilities associated with the work to be performed under this Agreement. Nothing in this Agreement alters or waives rights, duties, or privileges under any such agreements.
12. **Termination:** This Agreement may be terminated: (a) at any time by mutual written agreement of the Participants; (b) at any time after a Participant has failed to cure a breach of this Agreement after receiving 15 days' written notice from the non-breaching Participant; or (c) by either Party after providing 60 days' written notice to the other's

authorized representative identified in Section 4, above. Upon expiration or earlier termination of this Agreement, the Performing Participant shall return the remaining uncommitted Funds to the Funding Participant. Provisions concerning non-waiver of privilege and indemnity survive from the expiration or termination of this Agreement.

13. **Access to Records:** Performing Participant will maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Performing Participant will maintain any other records pertinent to this Agreement and Work in such a manner as to clearly document Performing Participant's performance. The Oregon Secretary of State's Office and its duly authorized representative shall have access to such financial records and other books, documents, papers, plans, and records that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits. Performing Participant will retain and keep accessible all such financial records, books, documents, papers, plans, and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
14. **Captions and Headings:** The captions and headings in this Agreement are for convenience only and do not define or limit the scope or intent of any provisions of this Agreement.
15. **Choice of Venue:** Oregon law will govern this Agreement, and all rights, obligations, and disputes arising out of this Agreement. Venue for all claims arising out of this Agreement will be in Multnomah County Circuit Court, Multnomah County, Oregon.
16. **Severability/Survival:** If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.
17. **No Third-Party Beneficiary:** The only beneficiaries to this Agreement are the Participants and thus the only parties entitled to enforce its terms. Nothing in this Agreement gives or will be construed to give or provide any benefit to third parties unless the third persons are expressly described as intended to be beneficiaries of its terms.
18. **Non Partnership:** The State of Oregon is a funding party only. It shall not be held out as a party to any contract entered into by Performing Party in carrying out the Work or other activities conducted pursuant to or in the course of this Agreement. Neither Performing Party nor any of its contractors shall be considered an agent to the State. Performing Party is solely responsible for ensuring compliance with all public contracting requirements applicable to tasks and activities undertaken to accomplish the Work.
19. **Indemnification:** Subject to the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, and Article XI Section 10 of the Oregon Constitution, St.

Helens, as the Performing Participant, agrees to indemnify and defend the State of Oregon and Funding Participant and their officers, employees and agents from and against all claims, demands, penalties and causes of action of any kind or character relating to or arising from this Agreement, including the costs of defense, attorney fees arising in favor of any person on account of personal injury, death or damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of Performing Participant, its employees, agents, contractors, subcontractors or representatives.

20. **Indemnification by Contractors or Subcontractors:** Performing Participant shall take all reasonable steps to cause its contractors and subcontractors that are not units of local government as defined in ORS 190.003, if any, (collectively, “the Contractors”) to indemnify, defend, save and hold harmless the State of Oregon and Funding Participant and their officers, employees, and agents (“Indemnitee”) from and against any and all claims, suits, actions, liabilities, damages, losses, costs or expenses (including attorneys’ fees) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of a Contractor or any of its officers, agents, employees or subcontractors of the Contractor (“Claims”), including without limitation those arising out of professionally negligent acts, errors, or omissions in the performance of Contractor’s professional services. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
21. **Insurance Requirements:** With regard to all Work to be performed pursuant to the SOW as described in Section 5 above, Performing Participant shall require its Contractor(s) (as defined above) to: i) obtain the insurance described in Attachment A) before the Contractors perform under the contracts for the Work approved in the SOW, and shall maintain the insurance in full force throughout the duration of such contracts. The insurance must be provided by insurance companies or entities that are authorized to transact business in insurance and issue coverage in the State of Oregon that is acceptable to Funding Participant, and shall name the State of Oregon and Funding Participant and their officers and employees and agents as “additional insureds” for the general and automobile liability coverage provided. Performing Participant agrees that it shall not authorize the commencement of Work as required by the SOW until the insurance required herein is in full force. Thereafter, Performing Participant shall monitor continued compliance with the insurance requirements on an annual or more frequent basis as mutually agreed by the Participants. In no event shall Performing Participant permit a Contractor to work when Performing Participant is aware that the contractor is not in compliance with the insurance requirements.
22. **Alternative Dispute Resolution:** The Participants shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of this Agreement. In addition, the Participants may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve a dispute short of litigation.

23. **Merger:** This Agreement constitutes the entire understanding among the Participants with respect to its subject matter. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

24. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Each person signing this Agreement represents and warrants that he or she is duly authorized to enter into this Agreement by the Participant on whose behalf that person is signing.

State of Oregon

By: Jean Shaight
Vicki Walker

Title: Interim Director / Deputy Director

Date: 01-08-2019

City of St. Helens

By: Jdk

Title: City Administrator

Date: 1/8/2019

Approved for legal sufficiency by Jeff Wheeler, Assistant Attorney General, Oregon Department of Justice, by email to Lynne Perry dated December 19, 2018.

Attachment A: Statement of Work

[To be inserted pursuant to Section 5 of this Agreement]

**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		APPLICABLE TO THIS CONTRACT
General Liability	Each occurrence	\$1,000,000	YES/NO <i>JUL</i>
	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			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES/NO <i>JUL</i>
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES/NO <i>JUL</i>
Professional Liability	Per occurrence	\$500,000	YES/NO <i>JUL</i>
	Annual Aggregate	or per contract \$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.

STATE OF OREGON
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT CONTRACT

“Food Bank Design and Construction”

This Contract, number C18005, dated as of the Effective Date (as defined below), is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and the City of Saint Helens, Oregon (“Recipient”).

The parties agree as follows:

SECTION 1 - CONTRACT

This Contract shall include the following, which are by this reference incorporated herein and which, in the event of inconsistency between any of the terms, are to be interpreted in the following order of precedence:

- A. This Contract without any Exhibits;
- B. Special Conditions of Award, attached as Exhibit A;
- C. Recipient’s Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying, attached as Exhibit B and Exhibit C, respectively;
- D. A description of the project approved by OBDD (the “Project”), attached as Exhibit D;
- E. Approved Project budget showing breakdown of sources of funds, attached as Exhibit E, which supersedes any prior drafts of the Project budget, including, but not limited to, the Project budget that is in Recipient’s application dated 31 July 2018 (“Application”); and
- F. Information Required by 2 CFR § 200.331(a)(1), attached as Exhibit F.

SECTION 2 - GRANT

In reliance upon Recipient’s Application and Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying as described in Exhibit B and Exhibit C, respectively, and subject to the terms and conditions of this Contract, OBDD agrees to provide Recipient funds in the amount of **\$1,500,000** (“Grant Funds”), the use of which is expressly limited to the Project and the activities described in Exhibit D. The use of these funds is also limited to the approved Project budget in Exhibit E and subject to the Special Conditions of Award in Exhibit A.

Subject to the terms and conditions of this Contract, including, but not limited to, the authorization required under Section 3 below, OBDD shall disburse the Grant Funds to Recipient on an expense reimbursement basis after OBDD’s receipt and approval of disbursement requests from Recipient, each on a disbursement request form provided by OBDD.

SECTION 3 - FURTHER AUTHORIZATION

In addition to the requirement in Section 2 for Recipient to obtain OBDD’s approval for its disbursement request which shall be on the form provided by OBDD, the obligation or expenditure of funds by Recipient for the approved activities described in this Contract is prohibited without the further express written authorization of OBDD, except that such funds may be obligated or expended by Recipient for activities that are exempt as specified in 24 C.F.R. §58.34 (2003), provided that each exempt activity or project meets the conditions specified for such exemption under the cited section.

SECTION 4 - EFFECTIVE DATE; PROJECT COMPLETION DEADLINE

- A. This Contract shall become effective on the date (“Effective Date”) this Contract is fully executed and approved as required by applicable law. The approved grant activities **must be completed within 24 months** from the Effective Date (“Project Completion Deadline”).
- B. By the Project Completion Deadline, all Project activities must be completed (except for the submission of the Project completion report on a form provided by OBDD), and all disbursement requests (except disbursement requests for audit costs, if applicable) must be submitted. Unless exempt from federal audit requirements, the audit for the final fiscal year of the Project shall be submitted to the OBDD as soon as possible after it is received by Recipient, but in any event no later than December 31 after the Project Completion Deadline.

SECTION 5 - RECIPIENT’S COVENANTS - COMPLIANCE WITH LAWS

- A. Recipient agrees to comply, and cause its agents, contractors and subgrantees to comply, with all applicable state and federal laws, regulations, policies, guidelines and requirements with respect to the use of and the administration, distribution and expenditure of the funds provided under this Contract, including but not limited to the following:
- (1) Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §§5301-5321 (1994) (the “Act”) and with all related applicable laws, rules and regulations, including but not limited to Sections 109 and 110 of the Act.
 - (2) Section 104(d) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5304(d) (1994), and the regulations promulgated pursuant thereto, and 12 U.S.C. §1735b (1994).
 - (3) Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §1701u (1994) (employment opportunities to lower income people in connection with assisted projects), and the regulations promulgated pursuant thereto, 24 C.F.R. §135.38 (1997). For Section 3 covered construction projects receiving more than \$200,000 under this Contract, Recipient shall cause or require the Section 3 clause in 24 C.F.R. §135.38 (1997) to be inserted in full in all contracts and subcontracts exceeding \$100,000.
 - (4) Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, 42 U.S.C. §§4601-4655 (2005), and the regulations promulgated pursuant thereto, 49 C.F.R. §§24.1-24.603 (2005);
 - (5) Davis-Bacon Act, as amended, 40 U.S.C. §§3141 to 3144, 3146 and 3147 (2002); 42 U.S.C. §5310 (1994) (applicable to the rehabilitation of residential property by laborers and mechanics in the performance of construction work only if such property contains not less than eight (8) units); and the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§3704-3708 (1994), and all regulations promulgated pursuant thereto and all other applicable federal laws and regulations pertaining to labor standards.
 - (6) ORS 279C.815 that in certain cases requires the higher of either the state prevailing wage rates or federal Davis-Bacon Act rates be paid to workers on projects in Oregon. Recipient will obtain applicable rates to be paid to workers and other requirements of ORS 279C.815 from the Oregon Bureau of Labor and Industries.
 - (7) Hatch Act, 5 U.S.C. §§7321-7326 (1994) (limiting the political activity of some employees).

- (8) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§1.1-1.10 (1997). Recipient will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to Recipient, this assurance shall obligate Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
 - (9) Title VIII of the Civil Rights Act of 1968, as amended, popularly known as the Fair Housing Act, 42 U.S.C. §§3601-3631 (1994), *as amended by* Pub. L. 104-76, §§1-3 109 Stat. 787 (1995); Pub. L. 104-66, Title I, §1071(e), 109 Stat. 720 (1995); Pub. L. 90-284, Title VIII, §814A, as added Pub. L. 104-208, Div. A, Title II, §2302(b)(1), 110 Stat. 3009-3421 (1996); Pub. L. 104-294, title VI, §604(b)(15), (27), 110 Stat. 3507, 3508 (1996).
 - (10) Exec. Order No. 11,063, 46 F.R. 1253 (1962), *reprinted as amended in* 42 U.S.C. §1982 (1994) and the regulations promulgated pursuant thereto, 24 C.F.R. §§107.10-107.65 (1997).
 - (11) Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and the regulations promulgated pursuant thereto, 41 C.F.R. §§60-1.1 to 60-999.1 (1997)
 - (12) Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107 (1994).
 - (13) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994).
 - (14) Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4822 (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§35.80-35.98 (1997).
 - (15) Architectural Barriers Act of 1968, 42 U.S.C. §§4151-4156 (1994).
 - (16) Copeland Anti-Racketeering Act, 18 U.S.C. §1951 (1997).
 - (17) ORS §§294.305-294.565 and other applicable state laws for county and municipal administration.
 - (18) Special program and grant administration requirements imposed by OBDD related to the acceptance and use of funds provided under this Contract (which requirements have been approved in accordance with the procedures set forth in the Grant Management Handbook, and OBDD's 2018 Program Guidelines (Method of Distribution), which includes requirements regarding "Outcome Performance Measurement Reporting" by Recipient.
 - (19) Economic benefit data requested by OBDD from Recipient on the economic development benefits of the Project, from the Effective Date of this Contract until six (6) years after the Project Completion Deadline. Upon such request by OBDD, Recipient shall, at Recipient's expense, prepare and file the requested data within the time specified in the request. Data shall document specific requested information such as any new direct permanent or retained jobs resulting from the Project and other information to evaluate the success and economic impact of the Project.
- B. When procuring property or services to be paid for in whole or in part with Community Development Block Grant ("CDBG") funds, Recipient shall comply with the Oregon Public Contracting Code (ORS Chapters 279A, 279B, and 279C, as applicable), Chapter 137 (Divisions 046, 047, 048 and 049) of the Oregon Administrative Rules, and ORS Chapter 244, as applicable. The State of Oregon model rules for public bidding and public contract exemptions shall govern procurements under this Contract if Recipient or its public contract review board does not adopt

those, or similar, rules. If Recipient or its public contract review board has adopted similar rules, those rules shall apply.

All employers, including Recipient, that employ subject workers in the State of Oregon must comply with ORS §656.017 and provide the required Worker' Compensation coverage, unless such employers are exempt under ORS §656.126. Recipient shall insure that each of its contractors and subgrantees complies with these requirements.

C. Federal audit requirements. The grant is federal financial assistance, and the Catalog of Federal Domestic Assistance (“CFDA”) number and title is “14.228 Community Development Block Grant.” Recipient is a subrecipient.

(1) If Recipient receives federal funds in excess of \$750,000 in the Recipient’s fiscal year, it is subject to audit conducted in accordance with the provisions of 2 C.F.R. part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.

(2) Audit costs for audits not required in accordance with 2 C.F.R. part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.

(3) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.

SECTION 6 - OTHER COVENANTS OF RECIPIENT

A. The Recipient’s activities funded by this grant must meet one of three national objectives established by the U.S. Congress. Recipient covenants the activities it will undertake with the Grant Funds will meet the following national objective (check one):

- (1) Activities primarily benefitting low- and moderate-income persons;
(24 C.F.R. 570.483(b))
- (2) Activities which aid in the prevention or elimination of slums and blight;
(24 C.F.R. 570.483(c))
- (3) Activities designed to meet community development needs having a particular urgency;
(24 C.F.R. 570.483(d))

B. No employee, agent, consultant, officer, or elected or appointed official of Recipient, or any subrecipient receiving CDBG funds who exercises or has exercised any functions or responsibilities with respect to CDBG activities assisted by the grant made pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have, shall have any interest, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, for themselves or those with whom they have family or business ties, during his or her tenure or for one year thereafter.

Recipient shall also establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- C. Recipient shall incorporate, or cause to be incorporated, in all purchase orders, contracts or subcontracts regarding the procurement of property or services paid for in whole or in part with CDBG funds any clauses required by federal statutes, executive orders and implementing regulations.

Recipient shall, and shall cause all participants in lower tier covered transactions to include in any proposal submitted in connection with such transactions the certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction.

- D. Recipient shall insert a clause in all documents prepared with the assistance of Grant Funds acknowledging the participation of federal and state CDBG funding.
- E. Recipient shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles for state and municipal corporations established by the National Committee on Governmental Accounting in a publication entitled "Governmental Accounting, Auditing and Financial Reporting (GAAFR)." In addition, Recipient shall maintain any other records pertinent to this Contract in such a manner as to clearly document Recipient's performance. For fair housing and equal opportunity purposes, and as applicable, Recipient's records shall include data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program. Recipient acknowledges and agrees that OBDD and the Oregon Secretary of State's Office and the federal government (including but not limited to U.S. Department of Housing and Urban Development ("HUD"), the Inspector General, and the General Accounting Office) and their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds and necessary to facilitate such reviews and audits in order to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all such books, accounts, records, reports, files, and other papers, or property for a minimum of three (3) years from closeout of the grant hereunder, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

Recipient shall provide citizens with reasonable access to records regarding the past use of CDBG funds consistent with state and local requirements concerning the privacy of personal records.

- F. This grant, and the activities funded by the Grant Funds, shall be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, and Recipient will affirmatively further fair housing.
- G. Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - (1) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under the Act; or
 - (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Recipient certifies to HUD that it lacks sufficient CDBG funds to comply with the requirements of (1).

- H. Recipient will assume all of the responsibilities for environmental review, decision-making and action pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. §4321-4370(d) (1994) (“NEPA”), and such other provisions of law that the applicable regulations specify that would otherwise apply to HUD federal projects, in accordance with Section 104(g) of the Act, 42 U.S.C. §5304(g) (1994). Recipient shall provide such certification as required by the Secretary of HUD. Recipients will perform reviews in accordance with 24 C.F.R. §58.1 et seq. (2003) and the other federal authorities listed at 24 C.F.R. §58.5 (2003).
- I. All non-exempt Project activities must be reviewed for compliance with 36 C.F.R. §§800.1-800.16 (Protection of Historic Properties) and Exec. Order No. 11,988, 42 Fed. Reg. 26951 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Floodplain Management), and Exec. Order No. 11,990, 42 Fed. Reg. 26961 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Protection of Wetlands).
- J. Recipient has adopted and will enforce (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and (2) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction in accordance with Section 104(l) of the Act.
- K. Recipient shall execute, and shall cause its first tier contractors or subrecipients receiving subcontracts exceeding \$100,000 to execute and file with Recipient, the certification set forth in Exhibit C hereof.
- L. No lead-based paint will be used in residential units.
- M. Recipient shall provide to OBDD documentation of Recipient’s efforts and results in meeting the performance measures contained in OBDD’s 2018 Program Guidelines (Method of Distribution). Recipient’s accomplishment of such performance measures or its failure to do so will be considered by OBDD when awarding future grants.
- N. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability, costs, expenses, attorney’s fees and cost awards resulting from, arising out of or related to any actual or alleged act or omission by Recipient, or its officers, employees, agents, contractors or subrecipients; however, the provisions of this Section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

SECTION 7 - DETERMINATION

OBDD has made the determination that Recipient is a subrecipient, in accordance with 2 CFR §200.330. Recipient agrees to monitor any local government or non-profit organization subrecipient to whom it may pass funds.

SECTION 8 - TERMINATION

- A. OBDD reserves the right to terminate this Contract immediately upon notice to Recipient:
 - (1) if Recipient fails to perform or breaches any of the terms of this Contract; or
 - (2) if Recipient is unable to commence the Project within four (4) months following the Effective Date of this Contract; or

- (3) if OBDD, the Oregon Business Development Department or the Oregon Community Development Block Grant Program fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to carry out the terms of this Contract; or
 - (4) if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either this grant or the disbursement of Grant Funds are prohibited.
- B. OBDD may impose sanctions on Recipient for failure to comply with provisions of this Contract or OAR Chapter 123, Division 80. When sanctions are deemed necessary, OBDD may withhold unallocated funds, require return of unexpended funds, require repayment of expended funds, or cancel the Contract and recover all funds released prior to the date of notice of cancellation.

SECTION 9 - MISCELLANEOUS

- A. OBDD’s obligations are subject to receiving, **within 60 days of receipt**, this Contract, duly executed by an authorized officer of Recipient, and such certificates, documents, opinions and information that OBDD may reasonably require.
- B. OBDD and Recipient are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- C. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, certified or registered mail, postage prepaid, to OBDD or Recipient at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 9.C. Any notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against OBDD, such facsimile transmission must be confirmed by telephone notice to the Oregon Business Development Department at 503-986-0123. Any notice by personal delivery shall be deemed to be given when actually delivered.
- D. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon’s sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

E. This Contract and attached exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary state approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of OBDD to enforce any provision of this Contract shall not constitute a waiver by OBDD of that or any other provision.

Recipient, by the signature below of its authorized representative, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through the
Oregon Business Development Department

CITY OF SAINT HELENS

775 Summer Street NE Suite 200
Salem OR 97301-1280
Phone 503-798-5076

PO Box 278
Saint Helens OR 97051-0278
Phone 503-397-6272

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
The Honorable Rick Scholl
Mayor of Saint Helens

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s Sam Zeigler per email dated 3 January 2019
Sam Zeigler, Senior Assistant Attorney General

- Exhibit A: Special Conditions of Award: Community Facility Grant
- Exhibit B: Certification of Compliance
- Exhibit C: Certification Regarding Lobbying
- Exhibit D: Project Description
- Exhibit E: Project Budget
- Exhibit F: Information Required by 2 CFR § 200.331(a)(1)

EXHIBIT A: SPECIAL CONDITIONS OF AWARD: COMMUNITY FACILITY GRANT

Special conditions for a CDBG grant are set forth below, applicable as determined by the nature of the Project.

1. The availability of funds under this Agreement is subject to OBDD's receipt and approval of a detailed project management plan, in form and substance acceptable to OBDD.
2. All matching funds must be secured in writing within four (4) months following the Effective Date of this Contract or the Contract may be terminated. In any case, OBDD will not disburse CDBG funds until Recipient provides OBDD with evidence that all Project matching funds have been received by Recipient.
3. All Project-related contracts must be received by OBDD ten (10) days before they are signed. This includes all Project-related contracts between Recipient and any person or entity who will be administering the grant or performing services under a personal services contract. All Project-related bid documents must be received by OBDD at least ten (10) days before they are advertised.
4. Where the approved Project budget includes local funds and CDBG funds for a specific line item activity, those local funds must be expended before Recipient can request CDBG funds for the activity, unless otherwise authorized by OBDD.
5. Any local funds remaining in an approved non-construction budget line item when that line item activity is completed shall be transferred to the construction line item and shall be expended in accordance with paragraph 4 hereof.
6. Prior to the approval of the first drawdown of grant funds for this Project, Recipient shall provide the following to OBDD:
 - a. Copy of an adopted Fair Housing resolution and evidence that this resolution has been published within six (6) months prior to the grant drawdown.
 - b. Copy of a completed self-evaluation checklist required by Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994) or the Americans with Disabilities Act of 1990, 42 U.S.C. §§12111-12213 (1994).
 - c. A detailed grant administration plan, substantially in the form of Exhibit 1A in the current Grant Management Handbook, which must be approved by OBDD.
7. Prior to approval of the first disbursement of grant funds for a construction line item of this Project, Recipient shall provide the following to OBDD:
 - a. Evidence that all contractors have been informed of the applicable labor standards requirements for this Project. If the Project has a general contractor, notes or minutes of the preconstruction conference or meeting signed by the general contractor will be required. If Recipient is acting as general contractor and no preconstruction conference is held, Recipient shall submit a preconstruction checklist signed by each specialty contractor.
 - b. Notice of the Start of Construction which includes the Project name and location, date of bid opening, date of award, name of general contractor, and the number of the applicable federal Davis-Bacon wage decision included in the construction contract. If there is no general contractor, a notice shall be completed for each specialty contract.
 - c. Copies of the required certified payroll reports from the general contractor and subcontractors whose work is covered by the disbursement request on a form provided by OBDD.

8. If Recipient has received more than one CDBG grant per program year or has more than one open grant, Recipient must undertake at least one activity, in addition to adopting and publishing a Fair Housing resolution, to promote fair housing opportunities in its community.

9. a. Change of Use Requirements.

The following condition shall be in effect until five (5) years following the date of issuance by OBDD of a Certificate of Completion for this Project:

- (1) The real property or facility acquired or improved in whole or in part under this Contract shall be operated and maintained for the purposes described in Exhibit D or for other purposes which meet one of the national objectives of the Community Development Block Grant Program and which are eligible under Section 105 of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5305 (1994).
- (2) Any change in use of the facility or disposition of property acquired or improved with CDBG funds must be made in accordance with the standards provided in 24 C.F.R. 570.489(j) (1997).
- (3) In the case where Recipient is not and will not be the owner of the real property or facility being improved with grant funds hereunder, Recipient is responsible for ensuring that the owner of the real property or facility complies with paragraphs 9.a.(1) and (2) above. As a condition of using grant funds under this Contract to improve any such real property or facility, Recipient shall cause the owner of such real property or facility to duly execute and record a trust deed against such real property in favor of Recipient, which trust deed shall be in form and substance satisfactory to OBDD.

b. The following language must be included in any contract which transfers the property from Recipient to another party:

“It is understood and agreed that this conveyance is made and accepted, and the realty is transferred, on and subject to the covenant, condition, restriction, and reservation that the realty must continue to be used for [INSERT THE APPROVED USE OF THE PROPERTY] or for another eligible use under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §§5301-5321 (1994).

This covenant, condition, restriction, and reservation shall apply to and run with the conveyed land. If the realty is not used for the above purposes, then all the right, title, and interest in and to the described property and to the improvements on such property, shall revert to and revest in [Recipient NAME] or its successors and assigns, as fully and completely as if this instrument had not been executed.

No reversion shall render invalid or operate in any way against the lien of any mortgage or deed of trust given with respect to the conveyed realty in good faith, and for value; and on any such reversion [Recipient NAME] shall take title to the conveyed realty subject to any such mortgage or deed of trust. Provided, however, that should any such mortgage or deed of trust be foreclosed, then the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the owner or owners of the conveyed realty, shall be subject to and bound by all the restrictions contained in this instrument; and further provided, that [Recipient NAME] may enforce any covenant, condition, and restriction by any other appropriate action at its sole option.”

- c. The following language must be included in any deed that transfers the property from Recipient to another party:

“This deed is subject to all covenants, restrictions, and agreements of record that are made a part of this deed by reference, including the [INSERT NAME OF DOCUMENT OF SALE OR TRANSFER] which by this reference is incorporated herein, as though such covenants, restrictions, and agreements were fully set forth in this deed. Should any mortgage or deed of trust be foreclosed on the property to which this instrument refers, then the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions, conditions, and covenants set forth in this instrument.”

10. Recipient shall obtain as-built drawings for buildings that will be available for use by the public.
11. Recipient shall collect and maintain documentation satisfactory to OBDD that the community facility meets the national objective of principal benefit to low- and moderate-income persons. Such documentation shall be:
 - a. Evidence that shows that the primary use of the facility is by persons who are presumed under HUD regulations for the Community Development Block Grant Program to be principally low and moderate income (e.g., elderly or handicapped persons, abused children, battered spouses, homeless persons, illiterate persons or migrant farm workers), or
 - b. Data showing the size and annual income of the immediate family of each person benefitting from the facility so that it is evident that at least 51 percent of the clientele are low and moderate income, or
 - c. Income eligibility requirements which limit the benefits of the facility exclusively to low- and moderate-income persons, or
 - d. Evidence that the benefits of the facility are available to ALL the residents in a particular area and that at least 51 percent of those residents are low and moderate income.

**EXHIBIT B - RECIPIENT'S CERTIFICATION OF COMPLIANCE
WITH STATE AND FEDERAL LAWS AND REGULATIONS**

Funds for the Oregon Community Development Block Grant Program are provided through a grant to OBDD from the U.S. Department of Housing and Urban Development, under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5301 (1994). These funds are subject to various federal statutes and regulations as well as state laws and administrative rules.

Recipient hereby represents, warrants and certifies that:

1. it has complied with all relevant federal and state statutes, regulations, executive orders, policies, guidelines and requirements with respect to the application for and acceptance and use of Oregon Community Development Block Grant funds, including but not limited to the Act;
2. it possesses legal authority to apply for and accept the terms and conditions of the Grant and to carry out the proposed Project;
3. its governing body has duly authorized the filing of the application, including all understandings and assurances contained therein;
4. the person identified as the official representative of Recipient in the application and the Contract is duly authorized to act in connection therewith and to provide such additional information as may be required. Recipient's official representative has sufficient authority to make all certifications on its behalf;
5. the Contract does not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or administrative agency applicable to Recipient or any provision of Recipient's organic laws or documents; and
6. the Contract has been duly executed by Recipient's highest elected official and delivered by Recipient and will constitute the legal, valid and binding obligations of Recipient, enforceable in accordance with their terms.

Recipient further represents, warrants and certifies that it is following a detailed citizen participation plan which:

1. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used;
2. provides citizens with reasonable and timely access to local meetings, information, and records relating to Recipient's proposed use of funds, as required by applicable regulations, and relating to the actual use of funds under the Act;
3. furnishes citizens information concerning the amount of funds available in the current fiscal year and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income, and the proposed activities likely to result in displacement and the plans of Recipient for minimizing displacement of persons as a result of activities assisted with such funds and for relocating persons actually displaced as a result of such activities;
4. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals, with the level and type of assistance to be determined by Recipient;

5. provides for a minimum of two public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after reasonable notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
6. identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
7. provides reasonable advance notice of and opportunity to comment on proposed activities in a grant application to OBDD or as to grants already made substantial changes from Recipient's application to OBDD to activities; and
8. provides the address, phone number and times for submitting complaints and grievances and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable.

Recipient represents, warrants and certifies that:

1. it has complied with its obligations as described in Section 6.F of this Contract; and
2. it is following the State of Oregon Residential Antidisplacement and Relocation Assistance Plan unless it adopts and makes public its own plan which complies with 24 C.F.R. §42.325 (1997). Recipient also certifies that it will minimize the displacement of persons as a result of activities assisted with Oregon CDBG funds.

Recipient further represents, warrants and certifies that:

1. the grant will be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, and Recipient will affirmatively further fair housing; and
2. no lead-based paint will be used in residential units.

Recipient further represents, warrants and certifies that:

1. it has carried out its responsibilities as described in Section 6.H of the Contract;
2. the officer executing this certification is its chief executive officer (or other designated officer of Recipient who is qualified under the applicable HUD regulations);
3. such certifying officer consents to assume the status of a responsible federal official under NEPA and other laws specified by the applicable HUD regulations, 24 C.F.R. §§58.1-58.77 (2003); and
4. such certifying officer is authorized and consents on behalf of Recipient and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibility as such an official.

City of Saint Helens

Signed _____

Title _____

Date _____

EXHIBIT C - CERTIFICATION REGARDING LOBBYING (CDBG Awards exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Saint Helens

Signed _____

Title _____

Date _____

EXHIBIT D - PROJECT DESCRIPTION

The Recipient will renovate the building at 1421 Columbia Blvd, Saint Helens, into a storage and distribution center for the Columbia Pacific Food Bank. Improvements must not increase impervious surface or building footprint.

EXHIBIT E - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Architectural	\$90,000	\$0
Construction	1,195,000	50,000
Construction Contingency	119,000	0
Labor Standards Compliance	15,000	0
Grant Administration	25,000	0
Permitting and Deferred Submittals	25,000	0
Legal and Procurement	31,000	0
Total	\$1,500,000	\$50,000

EXHIBIT F - INFORMATION REQUIRED BY 2 CFR § 200.331(A)(1)

Federal Award Identification:

- (i) Subrecipient* name (which must match registered name in DUNS): SAINT HELENS, CITY OF
- (ii) Subrecipient's DUNS number: 07-640-1504
- (iii) Federal Award Identification Number (FAIN): B-18-DC-41-0001
- (iv) Federal Award Date: 5 Sep 2018
- (v) Sub-award Period of Performance Start and End Date: 24 months from Contract execution
- (vi) Total Amount of Federal Funds Obligated by this Contract: \$1,500,000
- (vii) Total Amount of Federal Funds Obligated by this initial Contract and any amendments: \$1,500,000
- (viii) Total Amount of Federal Award to the pass-through entity: \$13,162,331
- (ix) Federal award project description: The FFY 2018 State Community Development Block Grant Program funds will be awarded through a competitive application process to rural communities in Oregon for the following project types: Public Works Projects, Community Facilities, Owner-occupied Housing Rehabilitation and Microenterprise Assistance. CDBG projects will meet the national objective of benefitting low- and moderate-income persons or an urgent need.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Department of Housing and Urban Development
 - (b) Name of pass-through entity: Oregon Business Development Department
 - (c) Contact information for awarding official of the pass-through entity: Ed Tabor, Programs & Incentives Manager, 503-949-3523
- (xi) CFDA Number and Name: 14.228 Community Development Block Grant
Amount: \$1,500,000
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: N/A

*For the purposes of this Exhibit F, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD.

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 **Jensen Strategies** (“Contractor”).

RECITALS

A. The City is in need of consulting services for Council Goal setting facilitation and planning services, 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 Council Goal setting facilitation and planning services, and Contractor accepts such engagement. The principal contact for Contractor shall be Erik Jensen, phone (503) 477-5615.

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 December 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 C.

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: Jensen Strategies
Attn: Erik Jensen
1750 SW Harbor Way
Portland OR 97201

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. _____]

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
Council Meeting Date: _____

Jensen Strategies

Signature: _____
Print: _____
Title: _____

Signature: _____
Print: _____
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTACHMENT A

PROJECT SCOPE

Task 1: Project Start-up

To begin the project, the consultant will meet via phone with the City Manager and any other key staff to refine the scope of work and timeline, discuss expectations, and obtain additional background information. This meeting will also include a discussion of the list of people to interview and preliminary meeting logistics. If necessary, the consultant will provide the client with an amended scope of work and timeline.

***Deliverables:** In-person start-up meeting with City representatives; List of interviewees, final scope of work and timeline.*

Task 2: City Council and Management Interviews

In preparation for the City Council goal setting retreat, the consultant will conduct up to 12 individual interviews with the City Council and City management team. The interviews will solicit interviewees' perspectives on a current City issues, long-term and short term City goals, Council policy development opportunities and challenges. Participants will also be asked about retreat expectations and information needs for a productive discussion. Interviews will be conducted in person (if possible) and will be confidential. The City will be responsible for providing interview space at City Hall. The consultant will conduct interview scheduling.

***Deliverables:** Stakeholder interviews with 12 individuals from the City Council and City management team, and Planning Commission Chair. A brief summary of interview responses.*

Task 3: City Council Goal Setting Retreat

The consultant will facilitate a half-day (maximum four hours) City Council goal setting retreat. The retreat will focus on Council broad policy objectives, annual goals, and key operational priorities. In preparation for the meeting the consultant will work with the City to develop the agenda, format, and materials. The City will manage all logistical arrangements (e.g., audio/visual, room set-up, etc.).

The consultant will prepare and deliver presentations (e.g., interview summary, goal setting best practices) as background for the discussion. If desired, the Council may also receive presentations and/or handouts from City staff summarizing current trends, initiatives, and key projects related to their upcoming goal setting discussions.

The consultant will facilitate the retreat leading the group through a “big picture to detailed plan” discussion. The Council dialogue will focus on developing and prioritizing long and short terms goals, and identifying significant operational initiatives consistent with those goals. The consultant’s approach is to first build consensus on overarching Council policy objectives and use them to build specific goals and associated operational priorities. The intent is to produce a final product that can guide the Council’s policy decision-making and the City’s operations.

The City will be responsible for securing meeting space, A/V set-up, meals, and refreshments. The City management team will provide all of their materials and PowerPoints, as needed.

Deliverables: *Development and printing of retreat handouts except City staff presentation material. Facilitation of a half-day (four hour maximum) City Council retreat.*

Task 4: Retreat Summary Report

The consultant will prepare a written summary report from the retreat with the Council goals and any supporting material.

Deliverables: *A written retreat summary with appendices provided in a PDF format.*

PROJECT SCHEDULE

Date	Actions
Week of December 31	Project Start-up Conference Call
Weeks of December 31 & January 7, 2019	Schedule and Conduct City Council and Management Team Interviews
Week of January 14	Develop City Council Retreat Agenda
January 23	City Council Retreat
Week of February 4	Summary Report Completed

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
General Liability	Each occurrence	\$1,000,000	<input checked="" type="radio"/> YES <input type="radio"/> NO
	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			
Automobile Liability	Combined Single – covering any vehicle used on City business	1 \$2,000,000	<input checked="" type="radio"/> YES <input type="radio"/> NO
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		<input checked="" type="radio"/> YES <input type="radio"/> NO
Professional Liability	Per occurrence	\$500,000	YES/NO
	Annual Aggregate	or per contract \$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.

ATTACHMENT C
Terms of Compensation

ATTACHMENT C

BUDGET

TASK	COST
1: PROJECT START-UP	\$680
2: STAKEHOLDER INTERVIEWS (12)	\$3,200
3: CITY COUNCIL RETREAT	\$3,550
4: SUMMARY REPORT	\$910
TOTAL PERSONNEL	\$8,340

DIRECT EXPENSES	COST
Mileage – 2 trips (@IRS rate)	\$69.76
Photocopying / Printing / Materials	\$25.00
TOTAL DIRECT EXPENSES	\$94.76
TOTAL PROJECT COST	\$8,434.76

HOURLY RATES	
Erik Jensen, Principal	\$185
Alice Cannon, Senior Associate	\$150
Jeff Aprati, Senior Associate	\$125
Emily Ramelb, Admin. Associate	\$50

JENSEN STRATEGIES

December 31, 2018

John Walsh
City Administrator
City of St. Helens
265 Strand Street
St. Helens OR 97051

RE: St. Helens City Council Retreat Scope and Budget

Dear John:

I am forwarding the following scope of work, timeline, and budget for the 2019 St. Helens' City Council retreat scheduled for Wednesday, January 23, 2019.

As discussed, we will facilitate a half day evening retreat to help the City Council identify it's policy and high priority operational goals for 2019. Our work plan will build on previous products, incorporate new ideas, and chart a course for implementation.

I will serve as the primary facilitator. One of our senior associates (Jeff Aprati or Alice Cannon) will assist with interviews, facilitation, and report development.

Please let me know if you have any questions or need additional information. We look forward to working with you and your team at the City of St. Helens.

Sincerely,

Erik Jensen
Principal
Jensen Strategies, LLC

503-477-8312
erik@jensen-strategies.com

Fuel Supply Agreement

The Fuel Supply Agreement is made and entered into between Lawrence Oil Company (the Supplier),
and City of St. Helens (the Purchaser).

Witnesseth:

Whereas, the Supplier is a competent supplier of diesel and gas (herein after referred to as Fuel),
owning, controlling or having the right to offer Fuel for supply;

Whereas, the Purchaser is an end user of the fuel and has a larger than usual demand for individual fuel
consumption;

Whereas, in its operation, the Purchaser requires a dependable and high-quality Fuel source with the
experience and capability necessary to supply Purchaser's Fuel requirements;

Whereas, Supplier is competent to sell Fuel sufficient to meet the requirements of the Purchaser, and
desires to supply Fuel to the Purchaser; and

Whereas, Purchaser wishes to purchase Fuel from the Supplier and the Supplier wishes to provide Fuel
to the Purchaser.

Now therefore, in consideration of the mutual covenants contained herein, and such other good and
valuable consideration the receipt thereof being hereby acknowledged, the Supplier agrees to supply
Fuel and the Purchaser agrees to purchase Fuel on the terms and conditions set forth herein.

Purpose

By signing this Agreement, the Purchaser is placing reliance upon Supplier to furnish the needed portion
of it Fuel supply at Portland Branded Rack + .14¢ margin to meet Fuel supply needs.

Payment must be made by check or ACH Direct Payment Authorization, billed twice monthly. Payment is
due 7 days after billing.

Term

This agreement shall commence on _____, and shall continue until termination.

Signatures

Signature of the Supplier

Signature

Date

Printed Name

Signature of the Purchaser

City of St. Helens

Company Name

93-6002248

Federal ID number (if applicable)

Signature

Date

Printed Name

ADDITIONAL TERMS CARDLOCK USE

- 1) Purchases will be for vehicles owned and/or operated by the Purchaser for commercial use.
- 2) This access card is used to initiate a Pacific Pride or AmeriNet transaction to obtain fuel or other services offered through the cardlock system. This access card is not a credit card. Therefore the federal \$50.00 liability limit for credit cards will not apply to these network fueling access cards. Please note that the issuance of credit to the Purchaser is independent of the process for issuing a network access card.
- 3) Minimum purchase of 900 gallons of fuel per year from all fuel sources is required if CLASS 1 FLAMABLES (gas) are purchased.
- 4) In the event that any legal action is required to collect on this account, Supplier will determine venue for such legal matters.
- 5) Purchaser shall be responsible for all purchases by Purchaser or any other persons using cardlock cards issued to Purchaser, regardless of whether use by any other person is unauthorized or fraudulent. The Purchaser will immediately notify the Supplier if a card is lost, stolen, misused or if employee with card has been let go and Purchaser did not get card back. The Purchaser agrees that they will not have the PIN#/security access code on or near the card should it become used fraudulently.
- 6) The Purchaser agrees to be responsible for any spills and/or fueling facility or equipment damage whether accidental or due to negligent use.
- 7) The Purchaser is advised that cardlock sites that are at/or near retail sites will not be paying the posted retail price but the actual cardlock price per gallon. The posted price is for cash or credit card pricing only, not the price for cardlock fueling purchases.
- 8) The Purchaser agrees that they have 30 days from their statement date to dispute any charge(s) noted within that statement.
- 9) If there is any change in the ownership of Purchaser or if substantially all of the assets of Purchaser are sold, Purchaser shall promptly notify Supplier of such sale and Supplier shall have a lien on all the assets of Purchaser and a lien on the proceeds of such sale to secure payment of all outstanding sums owing to supplier.
- 10) Purchaser represents that it and any person using the cardlock cards delivered to purchaser are an shall be aware of the proper use of the cardlock system and shall use safe practices in compliance with the regulations of the local Fire Code in the handling of fuels dispensed from the cardlock system. The Purchaser agrees to indemnify and hold Supplier harmless from any claims and costs including, but not expressly limited to, those for bodily injury and property damage, which may be occasioned by the negligence of misuses of the cardlock system by the Purchaser of any person using the cardlock cards, delivered to the Purchaser hereunder.
- 11) Supplier shall use its best efforts to maintain the cardlock system in good working order and condition at its expense provided however Supplier shall not be responsible for any damage or loss which may result form its failure to provide fuel or the failure of the cardlock system in any manner whatsoever. Purchaser agrees that it and any person using the cardlock cards delivered to the Purchaser shall promptly notify Supplier of any malfunctioning of the cardlock system of which Purchaser of such person is aware.
- 12) Purchaser's right to purchase fuel through the cardlock system may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with Supplier. Upon termination, Purchaser agrees to immediately surrender all cardlock cards issued to Purchaser and to immediately pay all outstanding sums owing to Supplier. Supplier shall refund any deposit to Purchaser when all cards are returned and all amounts owing to Supplier are paid in full.
- 13) In the event of any breach of any of the terms of this agreement or any other agreement between Purchaser and Supplier, including but expressly not limited to the failure to pay sums owing to Supplier when due, then in addition to any other sums due or payable to Supplier by Purchaser, Purchaser agrees to pay the reasonable attorney fees and costs incurred by Supplier in the enforcement of Supplier's rights even though no suit or action is filed and if suit or action is filed to enforce the rights of the Supplier then such further sum as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action in addition to all other sums provided by law.
- 14) All terms and conditions of the Agreement and Guaranty are intended to cover Purchaser's account as well as all of the Purchaser's branch accounts, whether set up now or in the future.
- 15) A \$40.00 handling fee will be charged for all checks returned from the bank for any reason. If two or more checks are returned within a one-year period your account may be cancelled and your access card(s) invalidated from the network.

LAWRENCE OIL CO.
CONOCO PHILLIPS
PO BOX 449 * 845 N HWY 30
ST HELENS, OR 97051
(503)397-0076 * (800)565-0076

DATE: January 14, 2019

NEW CUSTOMER APPLICATION

NAME * City of St. Helens		PHONE * 503-397-6272	
MAILING ADDRESS/BILLING ADDRESS * PO Box 278, St. Helens, OR 97051		OTHER PHONE	
OWNER NAME	SPOUSE NAME	HOW LONG IN BUS.	PARTNERSHIP <input type="radio"/> CORP <input type="radio"/> OTHER <input type="radio"/>
PHYSICAL ADDRESS		HOW LONG	HOME PHONE
PREVIOUS ADDRESS	HOW LONG	DATE OF BIRTH	FED ID OR SS #
PLEASE LIST NAMES & ADDRESSES OF PARTNERS OR CORPORATE OFFICERS			
IF IN BUSINESS LESS THAN 1 YEAR, GIVE NAME, ADDRESS & LENGTH OF TIME OF EMPLOYMENT FOR LAST 5 YEARS			
BANK REFERENCES (PLEASE INDICATE IF INDIVIDUAL OR COMPANY ACCOUNT)			
BANK	BRANCH	CHECKING <input type="radio"/> SAVINGS <input type="radio"/> LOAN <input type="radio"/>	
REF	ADDRESS	ACCT #	
REF	ADDRESS	ACCT #	
TOTAL GALLONS USED PER MONTH	NUMBER OF CARS	NUMBER OF TRUCKS	OTHER VEHICLES
NAME OF PERSON TO CONTACT REGARDING ARRANGEMENTS		EXT#	
<p>AGREEMENT AND WARRANTY</p> <p>I HAVE MADE THE ABOVE STATEMENT FOR THE PURPOSE OF OBTAINING CREDIT. I CERTIFY THEY ARE TRUE AND AUTHORIZE YOU TO MAKE A CREDIT INVESTIGATION. BILLINGS SHALL BE ISSUED TWICE A MONTH AND PAYMENT WILL BE DUE IN FULL WITHIN 10 DAYS OF INVOICE DATE. I AGREE TO PAY A SERVICE CHARGE OF 1 1/2% PER MONTH (18% PER YEAR); \$0.50 MINIMUM, ON ANY DELINQUENT BALANCES. THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF.</p> <p>NOTWITHSTANDING THAT THIS ACCOUNT IS ESTABLISHED IN THE NAME OF A COMPANY, I PERSONALLY GUARANTEE PAYMENT OF THE ACCOUNT.</p> <p>ALL PURCHASES MADE ON THIS ACCOUNT WILL BE FOR COMMERCIAL USE.</p>			
OFFICE USE		DATE	
INDICATE NAME & ADDRESS YOU WANT BILLING TO GO:			
NAME: City of St. Helens		BUSINESS PHONE #: 503-397-6272	
ADDRESS: PO Box 278		FAX #:	
CITY & STATE: St. Helens, OR 97051		E-MAIL ADDRESS:	
PRODUCT DESIRED <input type="radio"/> DIESEL <input type="radio"/> GASOLINE <input type="radio"/> OFFROAD D/O <input type="radio"/> OTHER			
**DIESEL USE:			
FOR DIESEL TAX PURPOSES, HOW SHOULD YOUR DIESEL PURCHASE BE REPORTED?		LIST LICENSE PLATE NUMBERS OF DIESEL VEHICLES	
<input type="radio"/> (A) OFF ROAD VEHICLES (NO TAX CHARGED)		1. _____ 2. _____	
<input type="radio"/> (B) WE CHARGE YOU FEDERAL TAX ONLY (FOR PUC VEHICLES)		3. _____ 4. _____	
<input type="radio"/> (C) WE CHARGE YOU BOTH STATE AND FEDERAL TAXES		5. _____ 6. _____	
IF (B) OR (C) ARE MARKED, WE MUST HAVE THE LICENSE PLATE # OF D/O VEH.			

N. Vernonia Rd. Sidewalks Preliminary and Final Engineering

Statement of Work for Professional Services

PROJECT DESCRIPTION

The City of St. Helens would like to add separated sidewalks to both sides of N. Vernonia Road to connect residential developments, from Oakwood Dr. to the north and MacArthur St. to the east to Campbell Park. The length of project is approximately 2,200 feet. A storm drain system is not part of this project. Currently pedestrians walk along the side of the road and cut through a vacant lot to access the park. This project will provide a pedestrian safe place to walk along N. Vernonia Road and provide access to the Campbell Park.

1. WORK DELINEATION

Tasks Provided by City:

- Project management of overall project
- Internal City communication and project coordination
- Provide existing project information and data

Tasks Provided by DEA:

- Project management of DEA services
- Schedule, facilitate, and attend project meetings
- Collect and review existing relevant project data
- Field survey and base map
- Develop design and construction schedule
- Develop construction contract documents to construct the project
- Provide environmental documentation and permits to construct the project
- Coordinate utility relocations

2. WORK TASKS

Task 1 Project Management and Coordination

Task 1.1 Project Management

Consultant shall provide project management throughout the duration of the project assumed to be February 2019 through December 2019. This includes the work necessary to guide and direct Consultant's overall processes and Consultant's project team. Consultant shall manage the Consultant's production efforts including administering the contract, monitoring progress, and directing Consultant's quality control activities.

Production Management

Consultant shall provide leadership, direction, and control of the Consultant's production efforts.
Consultant shall:

- Program, coordinate, and supervise Consultant's project work.
- Direct Consultant's project team with regard to overall project activities and team meetings.
- Maintain liaison and coordination between Consultant, City, and staff.

Contract Administration

Consultant shall provide day-to-day administration of Consultant's project contract. Consultant shall:

- Develop and manage sub-consultant contracts.
- Monitor Consultant's project budgets and costs.
- Prepare invoices and backup data.

Progress Monitoring

Consultant shall provide scheduling, monitoring, controlling, and reporting progress on Consultant's project activities. Consultant shall:

- Prepare, maintain and update project activity schedule.
- Prepare and submit monthly progress reports.
- Prepare and maintain a project communication directory that contains the names and contact information for City officials working on this project.

Quality Management

Consultant shall provide a formalized mechanism for internal review of Consultant's work activities and products before delivery of final products. Consultant shall:

- Develop and maintain a quality management plan, designating responsibility for review of Consultant's technical work and deliverable products.
- Respond to City review comments in writing.

Task 1.1 Consultant Deliverables

- Monthly invoice and back up data
- Project activity schedule
- Monthly progress report

Task 2 Survey

Consultant shall perform a field survey and develop base maps in English units. Consultant shall tie existing monumentation and resolve the centerline and R/W of N. Vernonia Rd. within the Project limits in the survey. Consultant shall collect topographic data within the Project limits,

Consultant shall create a topographic base map and resolve the existing right of way for the above mentioned areas.

Task 2.1 Survey Research

Consultant shall perform data research to prepare for and support Project activities, and to produce Project maps and reports as called for in subsequent tasks. Records required for research must include vesting deeds, land sales contracts, county assessor plats and road records, subdivision plats, ODOT R/W drawings, railroad maps, city or county surveys, road dedications and vacations.

Existing County Records

Consultant shall research and obtain available copies of surveys, subdivision plats, and land partition plats filed in the county surveyor's office related to the properties impacted by the Project. Consultant shall use this information to find monuments that impact the Project and to establish property lines for area calculations when new R/W is acquired.

Consultant shall research and obtain available copies of county assessor maps, General Land Office plats, and city road records related to the properties potentially impacted by the Project. Consultant shall research and obtain available data about Government Public Lands Survey Corners and their references in the Project area.

Existing Horizontal/Vertical Control Stations

Consultant shall research and obtain available data about horizontal and vertical control points required for the Project area including triangulation stations, GPS stations, benchmarks, and prior Project control surveys from Federal, city, and other governmental agencies.

Existing Utility Records

Consultant shall research and obtain available facility maps and as-built construction plan data pertaining to all utilities in or near the Project area from Agency, One-Call Service, City, or other governmental agencies and utility companies.

Task 2.1 Consultant Deliverables

- All maps and data pertaining to utilities in hard copy and electronic format.

Task 2.2 Survey Control

The purpose of this task is to provide the means by which a Project can be located relative to horizontal and vertical datum, map projection, and coordinate systems. Consultant shall establish a horizontal and vertical control network for the Project using local benchmarks.

Horizontal Control

Consultant shall establish horizontal control according to City standards using Terrestrial (Theodolite and EDM), GPS (Static, Rapid Static and Real time Kinematics ("RTK")) or a combination of both. Consultant shall set and adjust monuments in conformance with City guidelines.

Vertical Control

Consultant shall establish Vertical Control using differential leveling methods. Consultant shall establish vertical control for horizontal control points needed for dimensional terrain mapping as described in this WOC.

Task 2.3 Monument Recovery

The purpose of this task is to address the requirements of ORS 209.150 and 209.155, and other survey related statutes.

Field Survey of Recovered Monuments

Consultant shall survey for the following: Government corners, geodetic control stations, benchmarks, R/W monuments, property boundary markers, and roadway alignment markers. Consultant shall complete the monument recovery for the entire Project area as described in this WOC.

Consultant shall take measurements (survey) to the monuments recovered and tied (surveyed) from the control network. Consultant shall double tie the found monuments with conventional total station or GPS RTK methods. RTK methods must include tying recovered monuments the second time separated by a minimum ninety (90) minutes or by using a second base running at the same time to produce closing vector to each point.

Consultant shall locate, measure and document the location of all survey markers and monuments of record for property boundaries and R/W needed within the areas described above.

Task 2.3 Consultant Deliverables

- Monument recovery documents, including:
 - Original field notes and one (1) scanned copy of the original field notes in “.pdf” format
 - ASCII file containing the following information, in this order: Point number, Northing, Easting, Elevation, Alpha Feature Code
 - An AutoCAD file in “.dwg” format, containing all the tied monuments

Task 2.4 Topographic Data

Consultant shall collect existing topographic data of manmade and natural features using a variety of methods to create a base map. These methods include but are not limited to: Collecting the data using terrestrial (Theodolite and EDM), GPS (“RTK”), High Definition Scanning (“HDS”), and aerial photography.

Topographic Data Collection

Consultant shall collect topographic features, manmade or natural, which must be tied within the limits of the Project described above and which must have three-dimensional (“3d”) coordinates associated with each feature. Consultant shall collect these tied features using accepted collection methods.

Basemap

Consultant shall take applicable topographic data collected in tasks above and create a basemap file. Basemap must have all features drafted in AutoCAD format.

Digital Terrain Model (“DTM”)

Consultant shall create a 3D Digital Terrain Model surface using all of the topographical data collected within the areas described above.

Consultant shall collect the topographical data to create points and break lines in adequate quantity and in proper placement, to accurately represent the surface of the ground. Consultant shall create a DTM that meets City’s criteria for surface triangulation. Consultant shall collect confidence points in the field and generate a confidence point report. Consultant shall generate one (1) foot minor contours and five (5) foot major contours throughout the DTM. DTM shots must not exceed a fifty (50) foot spacing to show the terrain. Consultant shall gather topographic data for this Project through techniques consistent with the construction of a DTM. Consultant shall use a combination of survey data at break lines, features, and spot locations to develop the DTM that will be for design. Consultant shall not use utility ties as part of the modeling.

Task 2.4 Consultant Deliverables

- Field notes taken in the field
- ASCII file containing the following information in this order, Point number, Northing, Easting, Elevation, alpha feature code.
- An AutoCAD DTM containing all the tied topographic features
- An AutoCAD basemap containing all the tied utility features.

Task 2.5 Utility Features

The purpose of this task is to locate and map utilities, to provide surface evidence of above and underground features for inclusion in the topographic basemap or other mapping.

Consultant shall utilize the Oregon One Call system to locate utilities within the Project area.

Task 3 Environmental Compliance

Task 3.1 Wetland Determination and Technical Memorandum

Consultant shall conduct a site visit and review the Project Study Area (PSA) to determine presence of potentially jurisdictional wetland areas using the 1987 U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual (Manual) and the 2010 Regional Supplement to that document. If potential wetlands are found during the site visit, Consultant shall flag the potential wetland boundaries to inform project permitting, planning, and construction.

Using an aerial photograph, Consultant shall produce a sketch map to show the approximate location and extent of potential wetland areas and OHWM locations. Consultant shall prepare a brief memo documenting presence or absence of jurisdictional wetlands and/or ditches. This task does not include a formal wetland delineation, report, or documentation of sample plot data.

Task 3.1 Consultant Deliverables

- Wetland/waters technical memorandum

Task 4 Public Involvement

Task 4.1 Public Meeting

Consultant shall attend 1 public meeting to explain the project and answer questions about the new sidewalk design. Consultant shall prepare up to 4 presentation boards consisting of an aerial photograph overlaid with the design line work, to be presented at the meeting.

Task 4.1 Consultant Deliverables

- 4 - 22" x 34" foam core presentation boards
- Attendance of, and participation in public meeting

Task 4.2 Residents Meeting

Consultant shall prepare to meet with up to 6 property residents, with a representative from the City, to explain the project and the impacts to residents' property. Preparation includes creating a sketch of the new sidewalk over an aerial photograph, and a letter to leave with the resident or at the residence home if there is no answer to the door. All meetings are assumed to take place in a single site visit.

Task 4.2 Consultant Deliverables

- 1 letter explaining the project (6 copies)
- 6 maps, 1 for each property owner showing the new sidewalk over an aerial photograph of their property
- Attend meeting with resident

Task 5 Utility Coordination

Task 5.1 Utility Relocations

Consultant shall coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities to resolve conflicts with the project design. As part of that effort, Consultant shall complete the following:

- Preparation of project Notification Letter(s)/Utility Conflict Notices
- Review of Utility Relocation Plans and Preparation of Relocation Time Requirement Letters

Consultant shall examine all received utility relocation plans for completeness and accuracy. If relocation plans do not resolve utility conflict, Consultant shall provide comments to Utility for correction and re-submittal.

Consultant shall negotiate with each utility a utility construction work schedule that conforms to the project construction schedule.

Task 5.2 Consultant Deliverables

- Project notification letter to those utilities where no conflict is anticipated
- Conflict notice to those utilities where a conflict is anticipated
- Time Requirement Letter to each utility owner accepting or modifying the required utility facility construction time.

Task 6 Concept (30%) Design

Consultant shall provide labor, equipment and materials as needed to develop plans on 11x17 paper assuming a 1" = 50' plan sheet scale, and cost estimate.

Task 6.1 Concept (30%) Sidewalk Design

Consultant shall prepare 30% design level plan sheets where the details are significant or important to describe the project footprint. Plan sheets shall include the survey base map, new sidewalk alignment and call out notes indicating work to be done.

The level of effort is assumed to be up to 5 new sheets:

- 1 title / index / typical section sheet
- 5 plan and profile sheets

Task 6.2 Concept (30%) Cost Estimate

Consultant shall prepare a preliminary cost estimate for roadway bid items.

Task 6 Consultant Deliverables

- 30% plans and estimate include the sheets noted in Tasks 6.1.

Task 7 Final (100%) Plans, Specifications and Estimate (“PS&E”)

Task 7.1 Final (100%) Sidewalk Design

Consultant shall develop the final (100%) plans specs and estimate to final completion, addressing City comments from the Concept (30%) reviews.

The level of effort is assumed to be up to 9 sheets:

- All Concept (30%) sheets, updated +
- 3 details sheet, new

Task 7.2 Final (100%) Cost Estimate

Consultant shall update the engineer’s construction cost estimate and create an estimated construction schedule based on City comments from the Concept (30%) submittal.

Task 7.3 Final (100%) Specifications

Consultant shall modify the City’s standard special provisions based on the 2018 ODOT / APWA Standard Specifications for Constructions, to produce final Special Provisions.

Task 7 Consultant Deliverables

- Full Size Paper Final Plans (11” x 17”) – Stamped and Signed by Engineer of Record
- Final Contract Special Provisions to the Standard Specifications – Stamped and Signed by the Engineer of Record
- Final Contract Engineer’s Itemized Construction Estimate and Schedule

Task 8 Bid Support

Task 8.1 Bid Support

Consultant shall respond to questions from construction contractors and suppliers about the plans and specifications, during the project construction bidding process (and fully document those questions and answers for the Agency’s reference). Consultant shall prepare a plan for responding to these questions during the bidding phase. Consultant shall prepare up to one (1) bid addendum to provide clarification to the bid documents. Consultant shall submit the addendum to City for distribution to construction contractors.

Task 8.1 Consultant Deliverables

- Addendum to contract documents

3. DELIVERABLES

Project Deliverables:

The following table lists deliverables and anticipated submittal dates for this project. The numbers of copies and submittal dates are only an estimate, and shall be confirmed by Contractor in coordination with City.

TASK	DELIVERABLE	DUE DATE	FORMAT
1	Monthly Invoice and Backup Data	Monthly	.pdf

TASK	DELIVERABLE	DUE DATE	FORMAT
1	Project activity Schedule	Monthly	.pdf
1	Monthly Progress Report	Monthly	.pdf
3	Wetland Memo	With 30% submittal	.pdf
4	Presentation Boards	2 weeks after 90% comments	Foam Boards
5	Project Notification / Conflict Notice Letters	3 weeks after 30% review	.pdf
6	Concept (30%) Plans and Estimate	10 weeks after NTP	.pdf
7	Signed Final (100%) Plans, Specifications, Estimate	10 weeks after 30% review comments	.pdf
8	Addendum of Contract Documents	1 week before bid opening	.pdf

CONTRACTOR:
DAVID EVANS AND ASSOCIATES, INC.

AGENCY:
CITY OF ST. HELENS

Signature _____

Signature _____

Name Paul Tappana, P.E.

Name _____

Title Associate

Title _____

Date _____

Date _____

Schedule A Engineering Services

DAVID EVANS AND ASSOCIATES City of St. Helens
 Fee Estimate N. Vermonia Rd. Sidewalks
 Preliminary & Final Engineering Services

Task No.	Task Description	Name Classific	Tapana PM	Weber PJEN	Inamura PJEN	Whiesler PJEN	Stucker PJEN	Berger DRFT	Twille SPEC	Hicks OFFC	Toole OFFC	Total Hrs	Labor Total	Non-Labor		Task Total	
														Expenses	Sub-Consultants		
Task 1	Project Management & Coordination											78	\$9,176	\$100		\$9,276	
1.1	Project Management		44							2	32	78	\$9,176	\$100	\$11,160	\$11,708	
Task 2	Survey											2	\$298	\$250		\$270	
2.1	Survey Research														\$250	\$1,890	
2.2	Survey Control															\$2,220	
2.3	Monument Recovery															\$5,938	
2.4	Topographic Data		2													\$1,140	
2.5	Utility Features																
Task 3	Environmental Compliance											14	\$1,879			\$1,879	
3.1	Wetland memo		2				12					14	\$1,879			\$1,879	
Task 4	Public Involvement											36	\$4,537	\$420		\$4,957	
4.1	Public Meeting		10		4		12	4			2	18	\$2,283	\$320	\$2,603		
4.2	Residents Meeting		8		2		8	8				18	\$2,254	\$100	\$2,354		
Task 5	Utility Coordination											40	\$4,929		\$4,929		
5.1	Utility Relocations		4	30	6							40	\$4,929		\$4,929		
Task 6	Concept (30%) Design											178	\$20,394			\$20,394	
6.1	Concept (30%) Sidewalk Design		12		60		12	70				154	\$17,470			\$17,470	
6.2	Concept (30%) Cost Estimate		4		16		4					24	\$2,924			\$2,924	
Task 7	Final (100%) Plans, Specifications and Estimate ("PS&E")											302	\$35,558			\$35,558	
7.1	Final (100%) Sidewalk Design		18		106		24	110	20			234	\$26,449			\$26,449	
7.2	Final (100%) Cost Estimate		8		16		4					28	\$3,519			\$3,519	
7.3	Final (100%) Specifications		16				4		20			40	\$5,590			\$5,590	
Task 8	Bid Support											10	\$1,222			\$1,222	
8.1	Bid Support		2		6				2			10	\$1,222			\$1,222	
TOTAL - NON-CONTINGENCY TASKS													\$77,992	\$770	\$11,160	\$89,922	
Total Hours			130	30	198	40	12	192	22	2	34	660					
Billing Rate			\$148.80	\$122.45	\$110.05	\$141.98	\$131.75	\$105.40	\$132.06	\$86.18	\$76.76						
Labor Totals			\$19,344.	\$3,674.	\$21,790.	\$5,679.	\$1,581.	\$20,237.	\$2,905.	\$172.	\$2,610.						
Subconsultants													Direct Non-Labor	Sub-Consultants	Total Non-Labor		
KLS Surveying													\$77,992	\$770	\$11,160		
													\$11,160	\$11,930			
Expenses													Total Estimate:				\$89,922
Mileage (170 miles /round trip, Salem to St. Helens): 170 miles x \$0.58.5 / mile = \$99.45 each trip (3 trips)																	
Foam Boards: \$220 for printing and mounting 4 - 22x34 foam core boards																	
TOTAL NOT TO EXCEED													\$89,922				

- PIC - Principal In-Charge
- PM - Project Manager
- OENG - Oic Eng/Planner/Environmental Spec.
- PJEN - Project Engineer/Planner/Environmentalist
- DENG - Design Eng/Planner/Environmentalist
- SCPJM - Senior Construction Project Manager
- SPECJ - Specification Writer
- PSVR - Project Surveyor
- 2PER - 2-Person Survey Crew
- STECH - Sr. Technician/Draftsman
- DRFT - Technician/Draftsman
- OFFC - Office Administration

APPOINTMENTS TO ST. HELENS CITY BOARDS AND COMMISSIONS

City Council Meeting ~ January 16, 2019

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
• Dave Wuollet	Planning Commission	12/14/18	12/17/18

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: January 22, 2019

Recommendation: None at this time.

Library Board (4-year terms)

- The Board added positions.

Status: Currently, there is one vacancy.

Next Meeting: January 14, 2019

Recommendation: None at this time.

Parks & Trails Commission (4-year terms)

- Stan Chiotti's term expired 12/31/2018. Stan does not wish to be reappointed.

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: January 14, 2019

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. We received one application.

Next Meeting: February 12, 2019

Recommendation: At their meeting on January 8, the Planning Commission voted to recommend that the Council reappoint both Sheila Semling and Audrey Webster to additional 4-year terms.

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
Housing Needs Advisory Committee Meeting #1
HB 4006 Public Meeting
December 11, 2018
Minutes

Members Present: Julie Stenberg, Commissioner
Dan Cary, Vice Chair
Greg Cohen, Commissioner
Sheila Semling, Commissioner
Audrey Webster, Commissioner
Kathryn Lawrence, Commissioner
Russell Hubbard, Chair

Members Absent: None

Staff Present: Jacob Graichen, City Planner
Jennifer Dimsho, Associate Planner

Councilors Present: Ginny Carlson, City Council Liaison

Others Present: Todd Chase, FCS Group
Tim Wood, FCS Group
Judy Johnson
Michelle Brooks
Rich Bailey
Shauna Stroup-Harrison
Julia Jackson
Howard Blumenthal
Molly & Jack Hruska
Jennifer Pugsley
Jane Garcia
Linda Pritchett
Jennifer Anderson
Stephen Hanson

Introduction

The Housing Needs Advisory Committee meeting was called to order by Chair Hubbard at 6:00 p.m. City Planner Jacob Graichen provided a brief introduction of the Housing Needs Analysis (HNA) and House Bill (HB) 4006 process. He informed the attendees that the study is being funded by Oregon Department of Land Conservation and Development (DLCD) in part because of the current level of severely rent burdened households in the City.

□

Presentation

Todd Chase, FCS GROUP, provided a summary of the overall project schedule, list of tasks/action items, and project background. Todd noted that the St. Helens Planning Commission would be acting as the Advisory Committee for the HNA process.

Tim Wood, FCS GROUP, summarized the findings from the Task 2 Housing Needs Projections using supporting tabular materials from the Task 2 memorandum and Powerpoint presentation. This meeting's agenda, sign-in sheet, Powerpoint presentation, and audio recording is on file at the City of St. Helens

Chase noted that the draft baseline housing needs forecast summarized in the December 10, 2018 memorandum assumes the need for 1,398 net new housing units (plus additional group quarters housing to house approximately 92 people) over the next 20 years. He said additional housing need forecast scenarios could be developed to take into account pent up demand or local objectives to support targeted development types (such as apartments or manufactured housing parks). Such scenarios should be included as part of the Task 4 Residential Land Needs forecast discussion.

Chair Hubbard asked why townhomes and plexes were considered separately from multifamily dwelling units. Chase responded that the U.S. Census separates housing by type in part because the structural and building/fire code requirements for single family attached units (two to four units per structure) is different than for multifamily units with five or more units per structure. Chase said both types of housing appeal to different households at varying price and density levels.

Commissioner Stenberg commented that there are few options for senior housing in St. Helens and requested that FCS GROUP keep that in mind as they go forward in the analysis. Chase said that there could be a housing scenario where additional senior housing developments are added to the baseline scenario.

Public Input

- **Johnson, Judy.** Johnson is a local resident. She noted that she has observed over time that good paying jobs have been replaced by low paying service jobs in the local area, and that may be a reason why income levels are low and poverty rates are high in St. Helens. She also indicated that low income apartment rents doubled after remodels. Councilor Ginny Carlson noted that some workforce housing/apartments were converted to Northwest Oregon Housing Authority (NOHA) affordable housing, which bumped rents up to the minimum NOHA rates, citing rent increases from \$890 to \$1,290 for same size units.
- **Brooks, Michelle.** Brooks asked about the ability of the HNA to address tiny homes. Graichen responded by indicating that the City is considering a new provision in the zoning code that would allow cottage homes and that the City is committed to accommodating a wide variety of housing. Graichen also noted that the City recently adopted a new Auxiliary Dwelling Unit (ADU) provision that makes providing ADUs easier than in the past.
- **Bailey, Rich.** Bailey is a local builder and contractor. Bailey commented about the high cost of housing construction. He indicated that a combination of increasing construction costs, permitting costs, fees, SDCs and unique environmental factors (i.e., hard rock, wetlands) are driving up the cost of creating buildable lots in the City to about \$200,000 or more per lot. Bailey requested that the City utilize this process to consider ways to lower development costs, such as revising wetland mitigation requirements, changing zoning to allow more townhomes, and lowering, deferring, or waiving SDCs for affordable housing developments. Bailey also indicated that the availability of

vacant buildable lots is scarce in the city once you take into account development constraints.

- **Stroup-Harrison, Shauna.** Stroup-Harrison is a local resident and realtor. She expressed concern over the demand now created by Portland residents that are moving to exurbs like St. Helens in search of more affordable single family housing. She noted that the state's requirement to accommodate 20 years of housing demand will result in thousands of people moving to St. Helens and that would lead to reduced quality of life for everyone here as it would place significant demand on scarce resources. She indicated that grocery stores and CC Rider transit service, in particular, are inadequate. She asked if the City-owned Millard Road property would be considered in the HNA. Graichen said this process will help inform the future zoning of the property.

No additional oral testimony was received. Associate Planner Jennifer Dimsho noted that there are comment cards near the sign-in sheet if anyone prefers to provide written testimony.

Chase indicated that this input will help the project team refine the draft baseline housing needs forecast scenario. At the next scheduled HNA Advisory Committee meeting on February 12, FCS GROUP will present the draft Buildable Land Inventory (Task 3) and begin to compare that with the draft Residential Land Needs findings (Task 4).

□

House Bill (HB) 4006 Meeting

The House Bill (HB) 4006 meeting was called to order by Chair Hubbard at 6:37 p.m. Graichen asked if anyone would like to speak regarding the causes and consequences of severe rent burdens within the City, the barrier to reducing rent burdens, and possible solutions.

- **Jackson, Julia.** Jackson is the Executive Director of Columbia Community Mental Health. She reported that since April 2017, there have been 206 clients that reported being transient or homeless. There are currently 150 clients that are transient or homeless in the local area. She noted that there are certainly more because they may be living with family and/or do not consider themselves homeless. She said 16 temporary housing shelter units are being constructed by Community Action Team, which will help, but does not come close to addressing the extent of the problem. She suggested that her organization would like to work with the City and other partners to provide transitional housing for those experiencing mental health issues. She noted that her organization has data to help understand the landscape of the mental health issues facing Columbia County and St. Helens, and that her organization owns land that could be developed for transitional/homeless and/or special needs housing. They are working on securing funding and will be meeting with Oregon Behavioral Health to discuss partnering.

No one else provided testimony. There being no further business, the HB 4006 meeting was adjourned at 6:47 p.m.

Respectfully submitted,

Jennifer Dimsho
Associate Planner

City of St. Helens Planning Commission

Approved Minutes

December 11, 2018

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

Members Absent: None

Staff Present: City Planner Graichen
Associate Planner Dimsho
Councilor Carlson

Others: Jennifer Pugsley
Anne Marie Skinner
Buck Smith
Rich Bailey
Frank Robison
Josh Volk
Al Petersen
Shauna Harrison

- 1) **7:00 p.m. Call to Order and Flag Salute**
- 2) **Consent Agenda: Approval of Minutes**
2.A Minutes Dated October 9, 2018

Motion: Upon Commissioner Webster's motion and Commissioner Stenberg's second, the Planning Commission unanimously approved Draft Minutes dated October 9, 2018. Commissioner Cohen did not vote due to his absence from that meeting. [AYES: Vice Chair Cary, Commissioner Semling, Commissioner Lawrence, Commissioner Stenberg, Commissioner Webster; Nays: None]

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

Harrison, Shauna. She would like the Commission to review the rules for a Tree Council. City Planner Jacob Graichen said there is some language about a Tree Commission in Volume 1 of the Municipal Code, but as far as he can tell, it has never existed. It was intended to be an advisory board to City Council. Harrison feels that with all of the building going on, the Tree Council should be enacted.

Bailey, Rich. Bailey said there are already rules for tree preservation and required planting. If there is another group to oversee the tree ordinance, it will just increase costs of development. Graichen described the process for preserving, maintaining, or removing public trees (e.g. trees

that are in the right-of-way). These trees are subject to public protection. Chair Hubbard agrees with Bailey. The already Development Code already addresses tree preservation and tree planting requirements. Councilor Ginny Carlson asked about preserving historic trees. Graichen said he does not think there is a formal list of historic trees to preserve, but he would have to look into it more.

4) **Public Hearings (times reflect earliest start time)**

4.A 7:00 p.m. - Conditional Use Permit at N. 14th Street & N. 15th Street between Columbia Blvd. & St. Helens Street - Frank Robison Veterinary Service

Chair Hubbard opened the Public Hearing at 7:10 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter. Graichen entered the staff report dated December 4, 2018 into the record.

Graichen said the site was previously developed decades ago. He described the proposal and recommended conditions of approval, as presented in the staff report. The Corridor Master Plan (2015) identified this site as an opportunity area for a stormwater interpretive gathering place. However, it was a low-priority project, partly because of the high cost to purchase the property and construction costs. The City previously had the opportunity to purchase it, but decided against it. For these reasons, staff feels this recommendation from the Corridor Master Plan can be dismissed for now. Stormwater is a significant challenge for the site, given the topography. The applicant is proposing on-site infrastructure under the parking lot and in N. 15th Street to convey water to the existing stormwater system.

In Favor

Skinner, Anne Marie. Representing Applicant. Skinner thanked staff for assistance in this project. Skinner said Dr. Robison is very excited to bring this new building to this mixed-use area. She said this property has been unused for over 30 years. Skinner feels the application and plan set provide enough detail for approval of the conditional use permit tonight. It is the intent of Dr. Robison to own all three parcels, so lot consolidation or a deed restriction is not a problem. Skinner said they would like to begin construction as soon as possible. They are hoping to occupy the building by early summer 2019. Rich Bailey is the builder. She said there will be plans in the future to develop the remainder of the property. Skinner created a site plan with two additional buildings that utilize a shared parking lot, shared access and a shared drive aisle. Uses of the building is unknown at this point. She noted there is room for additional on-street parking for the other buildings to use. All unused area on the property will be seeded or landscaped so that it will look nice. They will also be planting street trees and replacing trees that are to be removed. Storm and sewer infrastructure are being investigated, as required by the staff report. A geotechnical study/soils study was performed. Skinner said the conditions, as presented in the staff report will be adhered to by the contractor. She would ask for approval, as recommended by staff. The project engineer is also present to answer any questions.

Smith, Buck. Representing Applicant. Smith is an engineer with PBS Engineering. Commissioner Cohen asked about the fill for the site. Smith said the fill will be structural fill compacted at a rate recommended by the geotechnical engineer. The removal of organic material (about two feet of excavation) will help with the previous conditions of the site. Vice Chair Cary asked where the previous buildings were on the site. Graichen said an old survey indicated the previous buildings were not located where the proposed building is planned.

Bailey, Rich. Bailey is the builder for the project. This is a great opportunity for the site to be cleaned up and be a benefit to the business district. With Community Action Team's development down the street, the Food Bank renovations across the street, and this project, the Houlton Business District is seeing lots of positive change.

In Opposition

No one spoke in opposition.

End of Oral Testimony

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

Close of Public Hearing & Record

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

Deliberations

Chair Hubbard is glad to see that ownership will be consolidated and that the applicant has future plans to develop the other lots further. Chair Hubbard asked if there will be overnight housing for the clients. Commissioner Stenberg said the application narrative says there will be overnight stays for hospitalized animals. Commissioner Semling asked about the east side of the parking lot. Graichen said it is a turn-around/maneuvering area to prevent backing motion onto N. 15th Street. Commissioner Semling asked if the site would have access off St. Helens Street in the future. Graichen said it would likely not.

Vice Chair Cary asked when the Corridor Master Plan recommended frontage improvements would be initiated, if not now. Graichen said they will be developed with large-scale, City-initiated projects. Graichen said in the past, the Commission decided to not require applicants to tear out already-built sidewalks in order to re-build them to the newer Corridor Master Plan standards. Graichen said that the required frontage improvements have to be proportional to the scale of the project. Vice Chair Cary noted they will be putting in street trees, but they will be behind the sidewalk, instead of in front of the sidewalk like the Corridor Master Plan recommends. Commissioner Cohen asked if the sidewalks will meet ADA requirements. Graichen said he thinks the existing sidewalks have ramps already.

Motion: Upon Commissioner Cohen's motion and Commissioner Webster's second, the Planning Commission unanimously approved the Conditional Use Permit as written. [AYES: Vice Chair Cary, Commissioner Cohen, Commissioner Lawrence, Commissioner Semling, Commissioner Stenberg, Commissioner Webster; Nays: None]

Motion: Upon Commissioner Cohen's motion and Commissioner Webster's second, the Planning Commission unanimously approved the Chair to sign the Findings & Conclusions once prepared. [Ayes: Commissioner Lawrence, Commissioner Cohen, Commissioner Semling, Commissioner Stenberg, Vice Chair Cary, Commissioner Webster; Nays: None]

5) Discussion Items

5.A 50 Plaza Square Riverfront District Architectural Guidelines Recommendation

Graichen said the Commission is reviewing this proposal as the Historic Landmarks Commission (HLC). Graichen said a few months ago, the applicant applied to remove the cedar awning/canopy to restore the historic transom windows. Graichen went through the memo, as included in the packet. Commissioner Semling noted that having a window on the side might encourage an area to break in. Graichen said there may be challenges to install a new window on the side of the building, due to the proximity of the property line. Graichen said if they are able to get through building code challenges of window placement, there are recommended conditions regarding the design, as included in the memo.

Pugsley, Jennifer. Applicant. Pugsley noted that most businesses have wooden doors with a wooden kickplate on the bottom. That is her intention, even though the drawing does not reflect that. The only reason she may not install these doors is if they will not meet ADA requirements. Her overall goal is to renovate the building back to how it was when it was built in 1928, or as close as possible. She is excited about restoring the transom windows on the front. The window on the side will help bring in more natural light and to open up a view of the courthouse and river. Chair Hubbard asked about a skylight. Pugsley said it is a consideration, but may be too costly. Commissioner Cohen asked if putting a window on the side would affect the historic nature of the building. She said that side of the building used to be another building. Pugsley said the new window will match the rest of the building. Pugsley confirmed the use will be a real estate office.

Petersen, Al. Petersen asked if the doors would be wooden with kickplates. Graichen said it is the applicant's intention if ADA requirements can be met. Petersen made suggestions about the specifications of the door to solve the ADA issue. Regarding the window on the side, Petersen said there could be a deed restriction that states if something were to be built on the County's vacant property, the window would have to be removed. An easement may also make the window possible. The fact that the adjacent property is a County-owned "park" may also help. Petersen said the main façade restoration is the most important. Graichen said the applicant will have future discussions with the Building Official about the various options for the window.

Chair Hubbard noted that the font size seems large for the sign. Pugsley said she was scaling the text to the size of the glazed brick. Graichen said the sign can be up to eight percent of the facade of the building. The Architectural Guidelines state the sign should be proportional to the scale of the building. Graichen said the HLC could recommend a smaller font size.

Motion: Upon Commissioner Cohen's motion and Commissioner Webster's second, the Planning Commission unanimously recommended approval of the building permit with the three conditions as presented in the memo and recommended approval of the sign permit with the addition that staff consider the proportionality of the sign letters to the negative space surrounding the letters. [AYES: Vice Chair Cary, Commissioner Cohen, Commissioner Semling, Commissioner Stenberg, Commissioner Webster; Nays: None]

5.B Commission Term Expirations Update

Graichen said there have been no applications submitted for the two commissioner terms that are expiring. The deadline for submitting an application is Friday, December 14. Graichen would like a motion to recommend to Council renewal of Commissioner Semling and Commissioner Webster's terms, assuming no other applications are received by December 14. If an application is received, the interview committee will be convened, and this motion will become invalid.

Motion: Upon Commissioner Stenberg's motion and Commissioner Webster's second, the Planning Commission unanimously recommended to Council renewal of Commissioner Semling and Commissioner Webster's terms, if no applications are received by December 14, 2018. [AYES: Vice Chair Cary, Commissioner Cohen, Commissioner Lawrence, Commissioner Semling, Commissioner Stenberg, Commissioner Webster; Nays: None]

6) Acceptance Agenda: Planning Administrator Site Design Review

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

7) Planning Director Decisions

Vice Chair Cary asked where 175 Bowling Alley is. Graichen said it used to have a Sykes Road address, but was changed to Bowling Alley at the request of the Fire Marshall for emergency response. It is property located behind the Bowling Alley. Graichen said the Temporary Use Permit process is being used for food truck pods, in addition to singular food trucks. Commissioner Lawrence clarified the term limits for food trucks. Commissioner Webster clarified parking requirements. Chair Stenberg likes the idea of food truck and food truck pods because it offers an opportunity for businesses to get started.

8) Planning Department Activity Report

- 8.A October Planning Department Report
- 8.B November Planning Department Report

There were no comments.

9) For Your Information Items

Graichen said there is a tentatively scheduled Planning Commission/City Council Joint Work Session meeting scheduled for February 20, 2019, at 6 p.m. for the Riverfront Connector Plan. Vice Chair Cary asked about the wetland delineation for the City-owned former Boise site. Vice Chair Cary wanted to make sure the consultant would include wetlands that may not be identified in the Local Wetland Inventory. Councilor Carlson asked about tree preservation for the trees outside of the wetlands. Graichen said a tree plan would be required for tree harvesting. The tree plan would be in place to prevent clear cutting and to make sure the tree canopy is not reduced.

10) Next Regular Meeting - January 8, 2019

11) Adjournment

There being no further business before the Planning Commission, the meeting was adjourned at 9:48 p.m.

Respectfully submitted,

*Jennifer Dimsho
Associate Planner*

City of St. Helens
Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 16th day of January, 2019 are the following Council minutes:

2018

- Work Session, Executive Session, and Regular Session Minutes dated December 19, 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

December 19, 2018

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

Members Absent: None

Staff Present: John Walsh, City Administrator
Kathy Payne, City Recorder
Matt Brown, Finance Director
Margaret Jeffries, Library Director
Neal Sheppard, Public Works Operations Director
Sue Nelson, Public Works Engineering Director
Brian Greenway, Police Chief
Crystal Farnsworth, Communications Officer
Jenny Dimsho, Associate Planner
Shanna Duggan, Recreation Coordinator
Jennifer Johnson, Accounting Assistant
Gretchen Kolderup, Youth Librarian
Jacob Graichen, City Planner
Jamie Edwards, Utility, Banking & Court Specialist
Lisa Scholl, Deputy City Recorder

Others: Simon Date Curtis Miller Scot Stockwell
Judy Thompson Jenn Farrington Lisa Brooke
Steve Topaz Nicole Thill Leticia Juarez-Sisson

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

Honoring Outgoing Councilor Susan Conn

Council President Morten presented Councilor Conn with a plaque and \$50 gift certificate to Mean's Nursery. He talked about her years of service and commitment to the community.

Judy Thompson thanked Conn for her support with Nationally Alliance on Mental Illness (NAMI).

Mayor Scholl talked about Conn's involvement in the community. She is an asset and he looks forward to continuing to work with her.

Councilor Carlson talked about Conn's leadership on the Arts & Cultural Commission. Her input is appreciated.

Councilor Locke has enjoyed working with Conn. She will be missed.

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

- ◆ Lisa Brooke. She spoke about the City's skate park condition and potential improvements. Maintenance needs to be done soon before it deteriorates further. She reviewed pictures of the current status and ideas for ways to work with the Arts & Cultural Commission to include artwork in the park. Copies of the pictures are included in the archive meeting packet. She has been speaking with kids who use the park and would like them to be included in the work project. Their biggest concerns are:
 - The drain in the large bowl has been plugged for a long time. That bowl is unusable.
 - Decaying concrete along the edge of the bowls. Skateboard wheels get stuck in the opening. The edges are hazardous and unusable.

The City has \$20,000 dedicated to improvements. She would like to hold a 20-year anniversary celebration of the project this summer and capitalize on improvements made. Skateboarders travel from all over to try out different parks and they're well publicized.

Council President Morten is excited to see the Arts & Cultural Commission and Parks Commission work together on this project. Discussion ensued about the project. Public Works Operations Director Sheppard will look into the current maintenance issues to see what can be done.

- ◆ Simon Date. He will miss Councilor Conn. He thanked her for the support of the Chamber and community. He looks forward to working with her in the future.
- ◆ Steve Topaz
 - Needs to meet with Councilor Conn about the transition.
 - Encouraged to hear that kids will be a part of the improvements to the skate park. He suggested talking to ODOT about painting the concrete.
 - Talked about his problems with the Connector Plan.
 - Changes to roadways between First Street and the Waterfront property.
 - Heavy equipment dumping toxic waste in the lagoon. Will it be transported by barge or large trucks? Will large trucks be able to negotiate the turn-arounds?
 - Needs to accommodate the possibility of a future ferry system.

3) **Discussion Topics**

3.A **Employee Length of Service Award**

One employee has reached a milestone in her employment with the City of St. Helens. The following individual received a certificate and pin.

10 Years

Crystal Farnsworth came to work for the City as a Receptionist/Utility Billing Specialist in November of 2008. In January of 2011, she was promoted to Planning Secretary. In July of 2012, she was promoted to a new position that the City created...Communications Officer...where she currently serves and does a fantastic job of communicating City-related business to the citizens of our community and beyond.

Congratulations, Crystal, and thank you for your service!

3.B STEM Activities for Youth at the Library - Gretchen

Youth Librarian Gretchen Kolderup reviewed her presentation. A copy is included in the archive meeting packet. The Library is so much more than just books. Science, Technology, Engineering, Math (STEM) has been used in the library for several years. More recently they joined the Maker Movement, which is all about skill development and design thinking. The Library is part of the Northwest STEM Hub, which includes Columbia, Clatsop, and Tillamook Counties. It is housed within the Northwest Regional Educational Service District (NWRESA) and focuses on linking educators, industry, and community. The Northwest STEM Hub Director praised the Library's program and offered additional funding to accelerate their program and become a pilot site. The Library was awarded a \$20,000 grant for an expansion of STEM programs. Those funds will be used for a high school intern, extra Library Assistant hours, and materials for programs

3.C Presentation of the Connect St. Helens Concept

St. Helens School District Superintendent Scot Stockwell thanked the Council for their continued partnership. Resulting from recent tragedies, they are looking into how to address the need for support of children and the community through connectivity. Becoming a commuter town has caused us to become less connected. Creating a Connect St. Helens concept would partner with Sources of Strength, which is a suicide prevention and teenage empowerment program.

Curtis Miller from Connect BG in Battleground, WA was in attendance to talk about their program. The program stemmed from the mayor reaching out to him and asking him to contact all the church pastors to gather for a meeting to discuss suicide prevention. The suicides they had seen resulted from substance abuse, academic failure, and behavior issues; which are symptoms of a deeper problem. Suicide comes from loneliness, isolation, and a disconnection; which technology has created. Suicide has increased among youth. They are in pain and don't know how to deal with it. Battleground has pooled their resources to increase the connectivity.

Scot knows that they can't do it alone. He needs to access community resources. St. Helens would have the safest schools in America if every student felt like they had a supportive adult. There is a sense of urgency to make this work. Councilor Conn encouraged the Council to look online at Connect BG and Sources of Strength. There is a lot of data that supports what was discussed.

3.D Update on Recreation Program - Shanna

Recreation Coordinator Shanna Duggan updated the Council on the Recreation Program.

- Began the program in June 2018.
- Started with a twice a week walking program. The participants took it on their own to meet daily. Will begin again when the weather improves.
- Hosted movie nights.
- Held a .4k Underachievers Fun Run on the 4th of July.
- Community game nights.
- Family yoga on Wednesdays during the summer.
- Helped with Citizens Day in the Park.
- Hired school aged staff to help with programs.
- Support from Youth Council.
- Held various classes in the Fall.
- Every Day Heroes presentation with Columbia River Fire & Rescue.
- Emergency Preparedness workshop.

- Started an after school child care program at Lewis & Clark Elementary School. Busses are available to bring students from other schools in the district. Grants received gave them the ability to lower the cost of tuition and provide a meal.
- Held a Fall Bazaar.
- Next year will bring:
 - Pee Wee basketball league
 - Parent café's
 - Play groups
 - Spring Break camp
 - Easter Egg Hunt
 - Teen Nights
 - Community café's
 - Indoor soccer
 - First Saturday Community Market
 - Growth of after school program
 - Continue partnering with St. Helens School District, Eisenschmidt Pool, and St. Helens Library.
 - Collaboration with the Chamber, CCMH Suicide Prevention Taskforce, Youth Soccer, Public Health, Communication Action Team, Columbia City Library, Kiwanis, Senior Center, Friends of the St. Helens Recreation Program, Youth Council, Arts & Cultural Commission, and other business and community members.

She appreciates the support from the Council. She welcomes their ideas for programs.

Scot Stockwell complimented the program. Duggan has taken it way beyond where he expected it to be. He is thrilled with the after school program that he's eager to grow at each school.

Council President Morten sees the Recreation Center as a valuable resource to the community. Council expressed their appreciation of Duggan and Brown for their work on the Program.

3.E Riverfront Connector Plan Update - Jacob

Associate Planner Jenny Dimsho and City Planner Jacob Graichen updated the Council on the Riverfront Connector Plan. A copy of their presentation is in the archive meeting packet. A joint work session to review the draft plan is scheduled for February 20 at 6 p.m. with the Planning Commission and Council. The Planning Commission will hold a public hearing in March, followed by the Council public hearing for adoption in April. Dimsho reviewed the changes resulting from past recommendations.

3.G Discussion Regarding the Arts & Cultural Commission

Councilor Conn was concerned about the lack of Commission members and projects. However, hearing about the skate park project today changes her thoughts about making changes to the Commission. The skate park will be an active project that will attract new interest.

Council President Morten will advocate to the Parks Commission to assign one or two people to be a liaison for arts in the parks.

Arts & Cultural Commission member Lisa Brooke wants to ask the City how they can serve, rather than coming up with projects on their own.

3.F Review Bids for Recreation Center Bathrooms - Matt

Finance Director Brown envisioned it would cost about \$50,000 to renovate the Recreation Center for full use. The roof cost about \$21,000. With all the work that has already been done, he is at about \$52,000. The bathrooms and flooring still has to be done. The flooring has already been purchased and will be installed by high school construction students in January. The bid included in the archive meeting packet is doing less than what they initially projected. It would allow for a couple stalls in the men's and women's restrooms.

Councilor Conn asked if City staff has the capability to do the work. Brown responded that staff is not available at this time. Sheppard added that it would take Roger Stauffer plus a couple more crew members. They are already behind on projects because of event assistance. Mayor Scholl would like to use City staff used when available. Discussion ensued about reducing what's done in the bathrooms. Brown can help with painting to reduce cost.

Council concurred to move forward with the bathroom renovations adjusted to meet the minimum needs for use.

4) Department Reports

Police Chief Greenway reported...

- Donut Day collected 2,500 pounds of food and \$2,800. This was the 16th Donut Day held. Over 50,000 pounds of food and over \$40,000 was raised over those 16 days.
- Have begun holding quarterly lunches at the elementary schools. Seven to eight officers attended a lunch at McBride. Officers got more out of visiting with the kids than the students did. They received 100's of thank you notes. It's strengthening the relationship between students and officers.
- Appreciates the St. Helens Lions Club donating food for first responders working on the holidays. Food will be available at Columbia 911.
- He, Brown, and two officers toured the new police station in Sandy. They recently began participating in the Enterprise Fleet Management program. They were excited about the program. They are able to monitor the vehicles better with the program. No one had anything negative to say about it.
- Has been working with Columbia 911 to pinpoint high service areas of crime and motor vehicle accidents. He will use that information to guide the officers with a game plan to be proactive in hot spots.
- Council President Morten asked about red light cameras. Greenway personally does not feel that it's a need at this time. It would take away from the community aspect and small town feel. There's been a lot of controversy with due process and being heard in court.

Public Works Engineering Director Nelson reported...

- Thanked Councilor Conn for her service on the Council. She appreciates her support.
- Merry Christmas!

Public Works Operations Director Sheppard reported...

- Gave kudos to Public Works employees Ethan Stirling and Curt LeMont. They recently rescued three teenage boys on the river in Clatskanie.
- FEMA has finally recognized Public Works as being First Responders.

Library Director Jeffries reported...

- Approaching completion of the collaboration project with the Scappoose Public Library.
- Tonight's packet includes a statement of work for the STEM program outlined today. She feels very privileged to have been selected for this opportunity.
- The Columbia County Museum Association created a wonderful display in the lobby of antique toys. Encouraged everyone to come look.
- She has greatly appreciated the experience, guidance, and connectedness that Councilor Conn has offered the Library. Conn will be missed.

Finance Director Brown reported...

- The Budget Committee approved funds to conduct a study for a new police station. He asked if the Council would like to move forward with the project. Council was in consensus for Brown to return with an RFP for review. Council President Morten asked Brown to include consideration of unit trains when they look at sites.
- Asked for the Council's thoughts on the proposed St. Helens Industrial site sign. Discussion to reduce the size of the logo and have St. Helens on one line and Industrial Park on a separate line. Brown will return with changes based on the discussion.
- Distributed copies of the proposed draft parks brochure. Council President Morten appreciates that the Parks Commission had the opportunity to review it as well. The deadline for feedback is December 31.
- The Council typically reviews utility rates in December. When the Cost of Service Analysis was done a couple years ago, the consultant's recommendation was to follow the CPI for rate increases. That would be about a 3.5% increase today, which is fairly low for the surrounding area. He will return with more discussion in January.

City Recorder Payne reported...

- Nothing to report.

City Administrator Walsh reported...

- This meeting has been really good. There was a lot of focus on community relationships.
- The Christmas Ship event was amazing. He is astonished by how many more people attend each year.
- The City did not receive the BUILD Grant. He's not discouraged knowing that these grants are normally not funded the first time.
- Will be receiving the final draft of the Sand Island Camping Lease soon.
- Looking for a place to put the pumpkin stained glass window. The Council Chambers is one option.
- The banners in the windows were a trial this year. The wind tore through them, so they were moved inside.

5) **Council Reports**

Councilor Locke reported...

- Asked for an explanation of the Ordinance for the Lightspeed Networks, Inc. on tonight's agenda. Walsh responded that it is a non-exclusive franchise agreement that serves public buildings. They want to provide a service to the County Courthouse.

Councilor Carlson reported...

- Lots of good stuff is happening this holiday season.
- Donated money to Hudson Garbage for building bikes. Volunteering makes a difference.

- Began her position as an interim council liaison for the Chamber of Commerce. She was encouraged by the meeting she attended.
- There has been miscommunication in the community about the new Legacy building. They want to spread the word that no doctors are leaving and no services will be eliminated. They are targeting June to be in the new location.

Councilor Conn reported...

- The Arts & Cultural Commission recommended approval of a mural on the City Hall Annex building and the proposal Craig Marquado has been presenting to the boards and commissions. She has reservations about them both.
- Council has talked about getting assistance for Walsh. She would like to direct staff to draft a job description based on that need. Council concurred.
- Thanked everyone for all of the time they have allowed her to serve in the community and support partners. Mayor Scholl thanked Conn for her service and commitment.
- The Arts & Cultural Commission recommended changing their meetings to every other month.

Council President Morten reported...

- Thanks to Councilor Conn. He was privileged to say a few good words about her.
- He apologized to Councilor Carlson for taking a break during her report.
- He doesn't know where Topaz's comment about putting "toxic waste" into the lagoon comes from. They have not talked about receiving toxic waste in the community.
- Appreciated the Arts & Cultural Commission report from Lisa Brooke.
- He would like to talk about the intersection of First Street and St. Helens Street based on the 2018 and 2019 goal sheets. The goals included the need for sidewalks and connectivity on N. Vernonia Road. There is not sufficient funding for both projects. Nelson concurred that they do not have funds to prepare plans, get bids, and construct both projects. Council needs to make a determination based on approximate costs and funding for next budget year. Discussion ensued about both project being a high priority. Nelson will move forward to gather information and return with reports of costs and funding for both projects.
- The Parks Commission unanimously recommended changing their schedule to meeting monthly. They have a lot of work to do. No objections from Council.
- Combining the Parks Commission and Bicycle & Pedestrian Commission has set them on a path to research connectivity with trails and pathways.
- Undergoing concept planning for Grey Cliffs Park. It is the only small craft water launch in the City. A grant paid for the restroom in the park.
- He's happy to see that the Sand Island Marine Park is moving forward.
- Upgrades continue at the Veterans Memorial Plaza in McCormick Park.

Mayor Scholl reported...

- Met with the Regional Solutions Team to discuss projects throughout the City. He is encouraged about the growth of the St. Helens Industrial Park.
- Met with the County yesterday about the Watershed Property. He hopes to work out an intergovernmental agreement, seek grants for a conceptual drawing, and seek gas tax funding for the off-roading project.

6) **Other Business**

7) **Adjourn** – 4:24 p.m.

Executive Session

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens
CITY COUNCIL

Executive Session Summary

December 19, 2018

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
Brian Greenway, Police Chief
Sue Nelson, PW Engineering Director
Neal Sheppard, PW Operations Director
Margaret Jeffries, Library Director

Others: Nicole Thill, Spotlight



Mayor Scholl opened the Executive Session at 4:28 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 5:02 p.m.



ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens City Council

Regular Session Minutes

December 19, 2018

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

Members Absent: None

Staff Present: John Walsh, City Administrator
Kathy Payne, City Recorder
Matt Brown, Finance Director
Margaret Jeffries, Library Director
Neal Sheppard, Public Works Operations Director
Sue Nelson, Public Works Engineering Director
Brian Greenway, Police Chief

Others: F. Brandon Jeff Kroll Emilia Ponti
Jenn Farrington Joan Youngberg Mike Powell
Morris Malakoff

- 1) **Call Regular Session to Order - 7:00 p.m.**
- 2) **Pledge of Allegiance**
- 3) **Visitor Comments - Limited to five (5) minutes per speaker**
 - ◆ Jenn Farrington. Thanked Councilor Conn for her service. She is sad to see her go. Her leadership is appreciated. Conn's ability to listen and connect will really be missed.
 - ◆ Mike Powell and Jeff Kroll, representing St. Helens Girls Softball. They are concerned about their upcoming season. He was told last week that the high school wants to exclusively use Campbell Park fields from 1-7 p.m., Monday thru Friday. In the past, they have shared those fields. Their league paid the exclusive use fees and added the high school to their exclusive use permit. They have been playing their since the 1980's. Last year, they had six teams trying to use two fields. It was difficult to arrange practice times. This year there will be even more teams. He suggested the high school move over to McCormick Park because the adults don't start using that field until the high school season is done. His league runs the end of March through the end of June. They do much of the field preparation and maintenance themselves.

Finance Director Brown explained that they have reached out to the high school to get specific dates and times they will be using the fields. The online software program that moves reservations to hourly is a way to better manage the times the fields are being used. The IGA for

the Recreation Program states that the City has preferential treatment to request use of School District facilities and vice versa for the School District to request use of City facilities. Council President Morten requested Brown keep the Parks Division staff and Parks Commission informed of these changes. Brown responded that he will keep them involved. This process is a change in how things have been done for 20 years. Unfortunately, change is hard.

Mayor Scholl expressed that people are feeling being pushed out. He doesn't want to move the Girls Softball because of an IGA with the School District. Councilor Conn suggested reviewing all the schedules and working together. Extensive discussion about field use and schedules ensued.

Brown clarified that he is gathering information from all the exclusive use holders and will be bringing everyone together for a meeting. He wants to hear from everyone and not just base a decision on one group. The concerns are premature at this time. Mayor Scholl responded that he would like to hold that meeting soon. He is being contacted by a lot of people with their concerns.

4) **Proclamations**

4.a [City Council Election Results from November 6, 2018](#)

Mayor Scholl read the proclamation into the record.

5) **Ordinances - First Reading**

5.a [Ordinance No. 3234: An Ordinance Granting to Lightspeed Networks, Inc., dba LS Networks, the Right to Construct, Operate, and Maintain Telecommunication Services in the City of St. Helens, Oregon](#)

Mayor Scholl read Ordinance No. 3234 by title for the first time. The final reading will be held at the next regular session.

6) **Resolutions**

6.a [Resolution No. 1833: A Resolution to Set 2019 City Public Meetings and Holiday Closures Schedule for City of St. Helens Council, Boards and Commissions](#)

Motion: Upon Conn's motion and Carlson's second, the Council unanimously approved Resolution No. 1833. [AYES: Scholl, Carlson, Conn, Locke, Morten; Nays: None]

6.b [Resolution No. 1834: A Resolution Appointing the Budget Officer for Fiscal Year 2019-20](#)

Motion: Upon Carlson's motion and Locke's second, the Council unanimously approved Resolution No. 1834. [AYES: Scholl, Carlson, Conn, Locke, Morten; Nays: None]

7) **Award Bid/Contract**

7.a Recreation Center Bathrooms to PDX Plumbing Specialist & General Contractor, LLC in the amount of \$21,450

7.b Wayfinding Signage Installation Phase I to Ramsay Signs, Inc. for \$132,716

Motion: Carlson moved to approve '7a' and '7b' above. Conn seconded.

Question. Council President Morten pointed out the discussion had during the work session to lower the amount by the City conducting some of the work ourselves.

Motion: Upon Carlson's motion and Morten's second, the Council unanimously withdrew the motion above.

Motion: Upon Morten's motion and Conn's second, the Council unanimously approved '7a' and '7b' above, amending '7a' to not exceed the amount of \$21,450. [AYES: Scholl, Carlson, Conn, Locke, Morten; Nays: None]

8) Approve and/or Authorize for Signature

- 8.a Contract with Ramsay Signs, Inc. for Wayfinding Signage Installation Phase I
- 8.b Statement of Work with Northwest Regional ESD for STEM Program at Library
- 8.c Contract Payments

Motion: Upon Conn's motion and Locke's second, the Council unanimously approved '8a' through '8c' above. [AYES: Scholl, Carlson, Conn, Locke, Morten; Nays: None]

9) Accept Abstract of Votes from November 6, 2018 General Election

- 9.a Abstract of Votes

Motion: Upon Locke's motion and Carlson's second, the Council unanimously accepted '9a' above. [AYES: Scholl, Carlson, Conn, Locke, Morten; Nays: None]

10) Appointments to Boards/Commissions

- 10.a Appointments to City Boards & Commissions

Motion: Upon Morten's motion and Carlson's second, the Council unanimously reappointed Jacob Woodruff to the Parks and Trails Commission. [AYES: Scholl, Carlson, Conn, Locke, Morten; Nays: None]

11) Consent Agenda for Acceptance

- 11.a Parks & Trails Commission Minutes dated October 8, 2018
- 11.b Planning Commission Minutes dated October 9, 2018
- 11.c Library Board Minutes dated November 13, 2018

Motion: Upon Conn's motion and Carlson's second, the Council unanimously accepted '11a' through '11c' above. [AYES: Scholl, Carlson, Conn, Locke, Morten; Nays: None]

12) Consent Agenda for Approval

- 12.a Declare Surplus Property from Library
- 12.b Council Work Session, Executive Session, Public Hearing, and Regular Session Minutes dated December 5, 2018
- 12.c Accounts Payable Bill Lists

Motion: Upon Carlson's motion and Locke's second, the Council unanimously approved '12a' through '12c' above. [AYES: Scholl, Carlson, Conn, Locke, Morten; Nays: None]

13) Mayor Scholl Reports

- That was a heated discussion about softball. People don't like change. He didn't like what he was hearing either. They can make it work with all the ballfields. He looks forward to bringing everyone together.
- It was a good turnout for Christmas Ships and Mr. and Mrs. Claus.
- There is a lot going on. He looks forward to discussing Council Goals for next year.
- He looks forward to the collaboration with the County for use on the Watershed property.

14) **Council Member Reports**

Council President Morten reported...

- Has heard from a lot of people about how beautiful our City looks. Spirit of Halloweentown runs right into Christmas. Things are happening here between September and December. It's a good feeling.
- Gave kudos to Joan Youngberg for her display of the "This is Us" project in the courthouse rose garden.

Councilor Conn reported...

- Thank the Council for letting her be part of the team. They didn't always agree but always thought for the good of the community. She will miss the position.

Councilor Carlson reported...

- She was struck by the spirit of the meeting earlier today. There was so much positivity in the reports from community partnerships working together. She would like to see the softball groups work together as well.
- Thanked Councilor Conn for her service.

Councilor Locke reported...

- All the Christmas festivities were great this year. He does need someone to take over hosting the Christmas Ships dinner. Councilor Carlson is willing to do it with the help of Youth Council. He encouraged the rest of the Council to help as well.

Youth Councilor Vishal reported...

- A lot of new members attended the last meeting. They had good discussions about bullying and suicide in the schools. They would like to create a youth recreation center with games and a safe place to interact. Recreation Coordinator Shanna Duggan was at the meeting and talked about using the Recreation Center to meet.
- Mayor Scholl thanked Vishal for helping at Donut Day.

15) **Department Reports**

Police Chief Greenway reported...

- Nothing to report.

Public Works Engineering Nelson reported...

- Thanks again to Councilor Conn!
- Thank you to Joan Youngberg. The houses look great!
- Merry Christmas!

Public Works Operations Sheppard reported:

- Thanked Councilor Conn for her support of Public Works. She will be missed.
- Joan Youngberg's display of houses looks great.
- Thanked Mayor Scholl for the organization of fireworks. He heard more about fireworks at Christmas than 4th of July. Ed Lokken was a friend of his.

Library Director Jeffries reported...

- Thanked Councilor Conn.

Finance Director Brown reported...

- Nothing to report.

City Recorder Payne reported...

- Nothing to report.

City Administrator Walsh reported...

- It's been a privilege and pleasure working with Councilor Conn. She will be missed.
- Merry Christmas and Happy New Year!

16) **Other Business**

17) **Adjourn**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens
Consent Agenda for Approval

OLCC LICENSES

The following businesses submitted a processing fee to the City for a Liquor License:

2019 NEW

A copy of the OLCC application documents submitted for the business listed below was emailed to the Police Department for review. No adverse response was received.

<u>Business Name</u>	<u>Applicant Name</u>	<u>Location</u>	<u>Purpose</u>
• Plymouth Pub	Rakes, LLC	298 S. 1 st Street	New Business

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 01/03/2019 - 9:11AM
 Batch: 00001.01.2019 - AP 01.03.19 FY 18-19



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
ALLSTREAM									
016479									
15796306	12/21/2018	49.12	0.00	01/03/2019				False	0
702-000-052010 Telephone					754802				
15796306	12/21/2018	24.56	0.00	01/03/2019				False	0
603-736-052010 Telephone					754802				
15796306	12/21/2018	24.56	0.00	01/03/2019				False	0
603-737-052010 Telephone					754802				
	15796306 Total:	98.24							
	ALLSTREAM Total:	98.24							
BEMIS PRINTING									
002701									
8443	12/3/2018	59.00	0.00	01/03/2019				False	0
100-705-052004 Office Supplies					IS 60 I STAMP				
	8443 Total:	59.00							
	BEMIS PRINTING Total:	59.00							
CENTERLOGIC, INC.									
011595									
49600	12/18/2018	119.94	0.00	01/03/2019				False	0
702-000-052001 Operating Supplies					VGA ADAPTER				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	49600 Total:	119.94							
49725	12/18/2018	130.00	0.00	01/03/2019				False	0
702-000-052019	Professional Services			IT SUPPORT					
	49725 Total:	130.00							
	CENTERLOGIC, INC. To	249.94							
CENTRO PRINTING SOLUTIONS									
006282									
217602	12/13/2018	150.93	0.00	01/03/2019				False	0
100-707-052004	Office Supplies			W-2 AND 1099 FORMS					
	217602 Total:	150.93							
217702	12/20/2018	32.85	0.00	01/03/2019				False	0
100-707-052004	Office Supplies			W-2 ENVELOPES					
	217702 Total:	32.85							
	CENTRO PRINTING SOL	183.78							
CENTURY LINK									
034002									
12252018	12/25/2018	346.12	0.00	01/03/2019				False	0
702-000-052010	Telephone			966B CH					
	12252018 Total:	346.12							
	CENTURY LINK Total:	346.12							
CINTAS CORPORATION									
037620									
8403951908	12/21/2018	235.94	0.00	01/03/2019				False	0
100-715-052019	Professional Services			FIRST AID CABINET REFILL SERVICE					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	8403951908 Total:	235.94							
8403951909	12/21/2018	191.85	0.00	01/03/2019				False	0
703-734-052019	Professional Services			FIRST AID CABINET REFILL SERVICE					
	8403951909 Total:	191.85							
8403951910	12/21/2018	209.15	0.00	01/03/2019				False	0
100-708-052019	Professional Services			FIRST AID CABINET REFILL SERVICE					
	8403951910 Total:	209.15							
	CINTAS CORPORATION	636.94							
CLOUD RECORDS MANAGEMENT SOLUTION, CHAVES									
006630									
190109	1/2/2019	296.16	0.00	01/03/2019				False	0
100-702-052019	Professional Services			MONTHLY USER FEE PER USER OR 0486 ERMS SAAS					
	190109 Total:	296.16							
	CLOUD RECORDS MAN	296.16							
COLUMBIA CO. TREASURER									
007701									
DEC 2018	1/2/2019	54.94	0.00	01/03/2019				False	0
100-000-020900	County Assessment			JAIL ASSESSMENT					
DEC 2018	1/2/2019	390.12	0.00	01/03/2019				False	0
100-000-020900	County Assessment			COUNTY ASSESSMENT					
DEC 2018	1/2/2019	-44.51	0.00	01/03/2019				False	0
100-000-036002	Fines - Court			CITY COURT COSTS					
	DEC 2018 Total:	400.55							
	COLUMBIA CO. TREASU	400.55							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
COLUMBIA COUNTY TRANSFER STATION									
007579									
6355	11/30/2018	27.72	0.00	01/03/2019				False	0
100-708-052001	Operating Supplies			SELF HAUL MSW					
	6355 Total:	27.72							
	COLUMBIA COUNTY TR	27.72							
COMCAST									
01022019	1/2/2019	1,052.22	0.00	01/03/2019				False	0
702-000-052003	Utilities			CH / LIB/ POLICE 4669					
	01022019 Total:	1,052.22							
12252018	12/25/2018	106.85	0.00	01/03/2019				False	0
100-708-052046	Dock Services			3930 MARINE					
	12252018 Total:	106.85							
	COMCAST Total:	1,159.07							
DAHLGRENS DO IT BEST BUILDERS SUPPLY									
009800									
12262018	12/26/2018	159.80	0.00	01/03/2019				False	0
603-737-052001	Operating Supplies			BUILDING MATERIALS 10026					
12262018	12/26/2018	-79.90	0.00	01/03/2019				False	0
603-737-052001	Operating Supplies			BUILDING MATERIALS 10026					
12262018	12/26/2018	48.00	0.00	01/03/2019				False	0
701-000-052001	Operating Supplies			BUILDING MATERIALS 10026					
12262018	12/26/2018	27.68	0.00	01/03/2019				False	0
704-000-053012	Capital Outlay - Parks			GREY CLIFFS BATHROOM BUILDING MATERIALS 10					
12262018	12/26/2018	56.45	0.00	01/03/2019				False	0
201-000-052059	Events - General			BUILDING MATERIALS 10026					
12262018	12/26/2018	25.52	0.00	01/03/2019				False	0
100-708-052001	Operating Supplies			BUILDING MATERIALS 10026					
12262018	12/26/2018	16.58	0.00	01/03/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-715-052004 Office Supplies				BUILDING MATERIALS 10026					
	12262018 Total:	254.13							
	DAHLGRENS DO IT BES	254.13							
E2C CORPORATION									
E2C									
4292	1/2/2019	17,000.00	0.00	01/03/2019				False	0
201-000-052019 Professional Services				TINA CURRY CONSULTING / KIWANAS STAFFING					
	4292 Total:	17,000.00							
	E2C CORPORATION Tota	17,000.00							
H.D. FOWLER CO.									
012650									
15028706	12/4/2018	1,601.32	0.00	01/03/2019				False	0
601-731-052001 Operating Supplies				MASTER METER REGISTER REPAIR					
	15028706 Total:	1,601.32							
15035686	12/12/2018	590.65	0.00	01/03/2019				False	0
601-731-052001 Operating Supplies				MASTER METER REGISTER					
	15035686 Total:	590.65							
15035687	12/12/2018	342.18	0.00	01/03/2019				False	0
601-731-052001 Operating Supplies				MASTER METER REGISTER					
	15035687 Total:	342.18							
	H.D. FOWLER CO. Total:	2,534.15							
INGRAM LIBRARY SERVICES, INC.									
016240									
37866536	12/13/2018	130.88	0.00	01/03/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-706-052033	Printed Materials			BOOKS 20C7921					
	37866536 Total:	130.88							
37866537	12/13/2018	121.52	0.00	01/03/2019				False	0
100-000-021300	Library Replacement Fines			BOOKS 20C7921					
	37866537 Total:	121.52							
	INGRAM LIBRARY SERV	252.40							
JORDAN RAMIS PC									
030274									
153346	12/28/2018	735.00	0.00	01/03/2019				False	0
100-701-052019	Professional Services			GENERAL LEGAL SERVICES					
	153346 Total:	735.00							
153347	12/28/2018	489.00	0.00	01/03/2019				False	0
100-715-052049	Litigation Settlement			VANNATTA PETERSEN LEGAL SERVICES					
	153347 Total:	489.00							
153348	12/28/2018	3,185.00	0.00	01/03/2019				False	0
100-705-052019	Professional Services			OFFICER A MILTICH LEGAL SERVICES					
	153348 Total:	3,185.00							
153349	12/28/2018	5,280.35	0.00	01/03/2019				False	0
100-715-052049	Litigation Settlement			VANNATTA LUBA LEGAL SERVICES					
	153349 Total:	5,280.35							
153350	12/28/2018	2,124.00	0.00	01/03/2019				False	0
100-701-052019	Professional Services			FINANCE AND FRANCHISE LEGAL SERVICES					
153350	12/28/2018	682.50	0.00	01/03/2019				False	0
100-702-052019	Professional Services			FINANCE AND FRANCHISE LEGAL SERVICES					
153350	12/28/2018	4,114.00	0.00	01/03/2019				False	0
100-707-052019	Professional Services			FINANCE AND FRANCHISE LEGAL SERVICES					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	153350 Total:	6,920.50							
	JORDAN RAMIS PC Tota	16,609.85							
LAWRENCE COMPANY									
018028									
12863	1/2/2019	100.00	0.00	01/03/2019				False	0
	100-715-052019 Professional Services				UNEMPLOYMENT SERVICES 1/1-3/31				
	12863 Total:	100.00							
	LAWRENCE COMPANY	100.00							
METRO PLANNING INC.									
020291									
4788	12/23/2018	322.50	0.00	01/03/2019				False	0
	100-710-052006 Computer Maintenance				GIS HOSTING				
4788	12/23/2018	172.50	0.00	01/03/2019				False	0
	703-733-052026 Equipment Fund Charges				GIS HOSTING				
	4788 Total:	495.00							
	METRO PLANNING INC	495.00							
OREGON DEPT. OF REVENUE									
023202									
DEC 2018	1/2/2019	1,566.00	0.00	01/03/2019				False	0
	100-000-020800 State Assessment				STATE				
DEC 2018	1/2/2019	1,320.00	0.00	01/03/2019				False	0
	100-000-020800 State Assessment				STATE DUII DIVERSION				
DEC 2018	1/2/2019	200.00	0.00	01/03/2019				False	0
	100-000-020800 State Assessment				UNITARY				
DEC 2018	1/2/2019	8.00	0.00	01/03/2019				False	0
	100-000-020800 State Assessment				LEMLA				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	DEC 2018 Total:	3,094.00							
	OREGON DEPT. OF REV	3,094.00							
PAPE MACHINERY									
024755									
11280219	12/19/2018	374.43	0.00	01/03/2019				False	0
	701-000-052001 Operating Supplies			FILTERS					
	11280219 Total:	374.43							
	PAPE MACHINERY Total	374.43							
PDX PLUMBING SPECIALIST & GENERAL CONTRACTOR LLC									
PDX									
12312018	12/31/2018	9,184.00	0.00	01/03/2019				False	0
	704-000-053017 Capital Outlay - Rec Center			REC CENTER BATHROOM REMODEL - CHANGE ORI					
	12312018 Total:	9,184.00							
	PDX PLUMBING SPECIA	9,184.00							
PEAK ELECTRIC GROUP, LLC									
PEAK.ELE									
180336	8/8/2018	747.50	0.00	01/03/2019				False	0
	100-715-052019 Professional Services			BATHROOM FAN AT CITY HALL					
180336	8/8/2018	742.50	0.00	01/03/2019				False	0
	100-705-052019 Professional Services			REPAIR COL VIEW PARK					
180336	8/8/2018	2,620.50	0.00	01/03/2019				False	0
	205-000-052019 Professional Services			REPAIR LED RETRO STREET POLE LIGHTS RIVER ST					
	180336 Total:	4,110.50							
	PEAK ELECTRIC GROU	4,110.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
PELLHAM CUTTING LLC									
PEL									
01022019	1/2/2019	158.00	0.00	01/03/2019				False	0
100-000-035015	Planning Fees			PERMIT REFUND LAND USE TEMP SE PERMIT					
	01022019 Total:	158.00							
	PELLHAM CUTTING LL	158.00							
PETTY CASH- JAMIE EDWARDS									
018757									
01022019	1/2/2019	5.96	0.00	01/03/2019				False	0
201-000-052059	Events - General			PETTY CASH REIMB. XMAS TREE SIDEWALK					
	01022019 Total:	5.96							
	PETTY CASH- JAMIE ED	5.96							
POSTMASTER, U.S. POSTAL SERVICES									
026000									
12202018	12/20/2018	225.00	0.00	01/03/2019				False	0
100-707-052009	Postage			FIRST CLASS PRESORT FEE PERMIT 58					
	12202018 Total:	225.00							
	POSTMASTER, U.S. POS	225.00							
ROOTX									
027720									
54763	12/13/2018	517.84	0.00	01/03/2019				False	0
603-735-052001	Operating Supplies			ROOT REMOVER					
	54763 Total:	517.84							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		517.84							
RUBENS LAWN SERVICE, JENNIFER MEABE 028033									
0002085	12/28/2019	35.00	0.00	01/03/2019				False	0
100-705-052023 Facility Maintenance				DECEMBER LAWN SERVICE					
		35.00							
0002085 Total:									
		35.00							
RUBENS LAWN SERVIC									
		35.00							
SAN DIEGO POLICE EQUIPMENT CO. 029630									
635755	12/19/2018	299.78	0.00	01/03/2019				False	0
100-705-052001 Operating Supplies				FED T223E CF					
		299.78							
635755 Total:									
		299.78							
SAN DIEGO POLICE EQ									
		299.78							
SECURE PACIFIC CORPORATION 001384									
199373	12/20/2018	134.00	0.00	01/03/2019				False	0
704-000-053013 Capital Outlay - Library				ADD ON 1 WIRELESS CONTACT LIBRRY					
		134.00							
199373 Total:									
		134.00							
199374	12/20/2018	1,002.00	0.00	01/03/2019				False	0
704-000-053013 Capital Outlay - Library				ADD ON CCTV LIBRRY					
		1,002.00							
199374 Total:									
		1,002.00							
199375	12/20/2018	1,758.00	0.00	01/03/2019				False	0
704-000-053013 Capital Outlay - Library				ADD ON 5 CAMERAS LIBRARY					
		1,758.00							
199375 Total:									
		1,758.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		2,894.00							
SECURE PACIFIC CORP									
SOLUTIONS YES									
013581									
INV171904	12/20/2018	138.00	0.00	01/03/2019				False	0
100-705-052004 Office Supplies				BLACK TONER 9K HP M402					
	INV171904 Total:	138.00							
	SOLUTIONS YES Total:	138.00							
ST. HELENS SCHOOL DISTRICT									
028955									
12312018	12/31/2018	18,369.61	0.00	01/03/2019				False	0
100-000-020400 School Excise Tax				QTRLY. SCHOOL ASSESMENT FEE					
	12312018 Total:	18,369.61							
	ST. HELENS SCHOOL DI	18,369.61							
TIAA COMMERCIAL FINANCE INC									
03521									
5824215	12/21/2018	219.49	0.00	01/03/2019				False	0
100-715-052021 Equipment Maintenance				CONTRACT PAYMENT 41452028					
	5824215 Total:	219.49							
	TIAA COMMERCIAL FIN	219.49							
TRENHOLM TREE FARM									
452144									
11282018	11/28/2018	125.00	0.00	01/03/2019				False	0
201-000-052059 Events - General				CHRISTMAS TREE FOR PLAZA					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	11282018 Total:	125.00							
	TRENHOLM TREE FARM	125.00							
U.S. BANK EQUIPMENT FINANCE									
033955									
373632728	12/20/2018	99.00	0.00	01/03/2019				False	0
	100-715-052021 Equipment Maintenance			CONTRACT PAYMENT KYOCERA					
	373632728 Total:	99.00							
	U.S. BANK EQUIPMENT	99.00							
VERIZON WIRELESS									
000720									
9820660737	12/20/2018	1,302.11	0.00	01/03/2019				False	0
	100-705-052010 Telephone			271826771-00001					
	9820660737 Total:	1,302.11							
9820718188	12/20/2018	36.16	0.00	01/03/2019				False	0
	100-701-052010 Telephone			871458396-00001					
9820718188	12/20/2018	88.09	0.00	01/03/2019				False	0
	100-711-052010 Telephone			871458396-00001					
9820718188	12/20/2018	133.14	0.00	01/03/2019				False	0
	601-732-052010 Telephone			871458396-00001					
9820718188	12/20/2018	43.49	0.00	01/03/2019				False	0
	603-736-052010 Telephone			871458396-00001					
9820718188	12/20/2018	43.49	0.00	01/03/2019				False	0
	603-737-052010 Telephone			871458396-00001					
9820718188	12/20/2018	37.28	0.00	01/03/2019				False	0
	603-738-052010 Telephone			871458396-00001					
9820718188	12/20/2018	80.02	0.00	01/03/2019				False	0
	601-731-052010 Telephone			871458396-00001					
9820718188	12/20/2018	154.22	0.00	01/03/2019				False	0
	703-733-052010 Telephone			871458396-00001					
9820718188	12/20/2018	51.93	0.00	01/03/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
701-000-052010 Telephone 9820718188	12/20/2018	245.98	0.00	01/03/2019	871458396-00001			False	0
703-734-052010 Telephone 9820718188	12/20/2018	88.08	0.00	01/03/2019	871458396-00001			False	0
100-709-052010 Telephone					871458396-00001				
9820718188 Total:		1,001.88							
VERIZON WIRELESS To		2,303.99							
WEBER, SHAWN WEB 0002889	1/2/2019	25.00	0.00	01/03/2019				False	0
100-000-021000 Court Restitution Payments					REST. DISBURESEMENT M. THOMPSON				
0002889 Total:		25.00							
WEBER, SHAWN Total:		25.00							
WILCOX & FLEGEL 037003 0336268-IN	12/26/2018	1,435.48	0.00	01/03/2019				False	0
100-705-052022 Fuel / Oil					POLICE FUEL				
0336268-IN Total:		1,435.48							
0336905-IN 100-705-052022 Fuel / Oil	12/27/2018	322.97	0.00	01/03/2019				False	0
					PARKS FUEL				
0336905-IN Total:		322.97							
WILCOX & FLEGEL Total:		1,758.45							

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

Report Total:

84,640.10

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 01/10/2019 - 1:53PM
 Batch: 00002.01.2019 - AP 01.10.19 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-ACC43515	12/31/2018	548.00	0.00	01/10/2019				False	0
100-707-052020 Bank Service Fees					WEB PAYMENTS TRAN FEE				
	INV-ACC43515 Total:	548.00							
INV-ACC43642	1/7/2019	667.01	0.00	01/10/2019				False	0
100-707-052020 Bank Service Fees					PAYROLL PS PAY EXPORT MAINT SUPPORT				
	INV-ACC43642 Total:	667.01							
	ACCELA, INC. #774375 T	1,215.01							
ACE HARDWARE									
000500									
60176	12/31/2018	89.73	0.00	01/10/2019				False	0
100-708-052001 Operating Supplies					ACE HARDWARE SUPPLIES ACCT 60176				
	60176 Total:	89.73							
60177	12/31/2018	19.98	0.00	01/10/2019				False	0
100-705-052001 Operating Supplies					ACE HARDWARE SUPPLIES ACCT 60177				
	60177 Total:	19.98							
60180	12/31/2018	7.98	0.00	01/10/2019				False	0
205-000-052001 Operating Supplies					ACE MATERIALS ACCT 60180				
60180	12/31/2018	196.38	0.00	01/10/2019				False	0
603-736-052001 Operating Supplies					ACE MATERIALS ACCT 60180				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
60180	12/31/2018	196.39	0.00	01/10/2019				False	0
603-737-052001 Operating Supplies				ACE MATERIALS ACCT 60180					
60180 Total:		400.75							
60181	12/31/2018	142.28	0.00	01/10/2019				False	0
601-731-052001 Operating Supplies				ACE HARDWARE SUPPLIES ACCT 60181					
60181 Total:		142.28							
ACE HARDWARE Total:		652.74							
CITY OF COLUMBIA CITY									
007370									
12262018	12/26/2018	77.73	0.00	01/10/2019				False	0
601-732-052003 Utilities				001754-001					
12262018 Total:		77.73							
CITY OF COLUMBIA CIT		77.73							
COLUMBIA COUNTY CLERK									
0075112									
01022019	1/2/2019	106.00	0.00	01/10/2019				False	0
601-731-052001 Operating Supplies				PUBLIC WATER EASEMENT ST. HELENS ASSETS					
01022019 Total:		106.00							
COLUMBIA COUNTY CL		106.00							
COLUMBIA NW HEATING INC									
008265									
18-11079	12/21/2018	16,644.03	0.00	01/10/2019				False	0
704-000-053018 Capital Outlay - City Hall				HEAT PUMP CITY HALL / INSTALLATION					
18-11079 Total:		16,644.03							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	COLUMBIA NW HEATIN	16,644.03							
COLUMBIA RIVER P.U.D. 008325									
01022019	1/2/2019	8,067.59	0.00	01/10/2019				False	0
603-737-052003 Utilities				38633					
	01022019 Total:	8,067.59							
2223051	12/28/2018	68.18	0.00	01/10/2019				False	0
205-000-052003 Utilities				73638 STREET LIGHT REPAIRS					
	2223051 Total:	68.18							
2223052	12/28/2018	68.18	0.00	01/10/2019				False	0
205-000-052003 Utilities				73638 STREET LIGHT REPAIRS					
	2223052 Total:	68.18							
2223053	12/28/2018	204.54	0.00	01/10/2019				False	0
205-000-052003 Utilities				73638 STREET LIGHT REPAIRS					
	2223053 Total:	204.54							
	COLUMBIA RIVER P.U.D	8,408.49							
DRAKES TOWING & RECOVERY DRA									
12152018	12/15/2018	196.00	0.00	01/10/2019				False	0
100-705-052001 Operating Supplies				STOLEN RECOVERY					
	12152018 Total:	196.00							
	DRAKES TOWING & RE	196.00							
ERSKINE LAW PRACTICE LLC 011522									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
01022019	1/2/2019	1,337.50	0.00	01/10/2019				False	0
100-704-052019 Professional Services				CITY ATTORNEY 12/18-12/31					
01022019 Total:		1,337.50							
ERSKINE LAW PRACTIC		1,337.50							
HACH COMPANY									
014200									
11279072	1/2/2019	64.29	0.00	01/10/2019				False	0
601-731-052001 Operating Supplies				REAGENT SET CHLORINE FREE CL17					
11279072	1/2/2019	128.60	0.00	01/10/2019				False	0
601-732-052001 Operating Supplies				REAGENT SET CHLORINE FREE CL17					
11279072 Total:		192.89							
HACH COMPANY Total:		192.89							
HUDSON GARBAGE SERVICE									
015875									
10117795	1/1/2019	57.49	0.00	01/10/2019				False	0
100-706-052003 Utilities				1554					
10117795 Total:		57.49							
10117913	1/1/2019	131.49	0.00	01/10/2019				False	0
603-736-052003 Utilities				8333					
10117913	1/1/2019	131.50	0.00	01/10/2019				False	0
603-737-052003 Utilities				8333					
10117913 Total:		262.99							
10118054	1/1/2019	92.64	0.00	01/10/2019				False	0
100-715-052023 Facility Maintenance				7539					
10118054 Total:		92.64							
10118055	1/1/2019	92.64	0.00	01/10/2019				False	0
100-705-052023 Facility Maintenance				7547					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	10118055 Total:	92.64							
10118056	1/1/2019	86.99	0.00	01/10/2019				False	0
703-734-052003	Utilities			7555					
	10118056 Total:	86.99							
10118057	1/1/2019	447.27	0.00	01/10/2019				False	0
100-705-052003	Utilities			7598					
	10118057 Total:	447.27							
10118058	1/1/2019	341.44	0.00	01/10/2019				False	0
100-715-052023	Facility Maintenance			7601					
	10118058 Total:	341.44							
10118059	1/1/2019	173.24	0.00	01/10/2019				False	0
100-708-052003	Utilities			7636					
	10118059 Total:	173.24							
10118530	1/1/2019	121.38	0.00	01/10/2019				False	0
202-722-052023	Facility Maintenance			1026					
	10118530 Total:	121.38							
10118634	1/1/2019	87.72	0.00	01/10/2019				False	0
100-708-052003	Utilities			3955					
	10118634 Total:	87.72							
	HUDSON GARBAGE SER	1,763.80							
INGRAM LIBRARY SERVICES, INC.									
016240									
38118126	12/31/2018	37.08	0.00	01/10/2019				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			
	38118126 Total:	37.08							
38118127	12/31/2018	490.75	0.00	01/10/2019				False	0
100-706-052033	Printed Materials			BOOKS 20C7921					
	38118127 Total:	490.75							
38118128	12/31/2018	9.49	0.00	01/10/2019				False	0
100-706-052033	Printed Materials			BOOKS 20C7921					
	38118128 Total:	9.49							
38118129	12/31/2018	358.88	0.00	01/10/2019				False	0
100-706-052033	Printed Materials			BOOKS 20C7921					
	38118129 Total:	358.88							
38118130	12/31/2018	103.69	0.00	01/10/2019				False	0
100-000-021300	Library Replacement Fines			BOOKS 20C7921					
	38118130 Total:	103.69							
	INGRAM LIBRARY SERV	999.89							
INTERSTATE BATTERY OF									
016626									
40042948	11/28/2018	222.20	0.00	01/10/2019				False	0
701-000-052001	Operating Supplies			TIRES					
	40042948 Total:	222.20							
	INTERSTATE BATTERY	222.20							
KINNEAR SPECIALTIES INC.									
017537									
5026300	1/3/2019	336.66	0.00	01/10/2019				False	0
701-000-052001	Operating Supplies			REPAIR HYDRAULIC CYLINDER					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	5026300 Total:	336.66							
	KINNEAR SPECIALTIES	336.66							
L.N. CURTIS AND SONS									
854111									
INV243881	12/27/2018	764.19	0.00	01/10/2019				False	0
	100-705-052002 Personnel Uniforms Equipment				SUMMIT LEVEL CARRIER STP / CARRIER EDWARDS				
	INV243881 Total:	764.19							
	L.N. CURTIS AND SONS	764.19							
LES SCHWAB TIRE CENTER									
030250									
22900328112	1/4/2019	17.00	0.00	01/10/2019				False	0
	701-000-052001 Operating Supplies				FLAT REPAIR				
	22900328112 Total:	17.00							
	LES SCHWAB TIRE CEN	17.00							
LIBRARY IDEAS, LLC									
018424									
66711	12/27/2018	39.95	0.00	01/10/2019				False	0
	203-706-052078 Library Donations Expense				BOOKS				
	66711 Total:	39.95							
	LIBRARY IDEAS, LLC To	39.95							
LUCY HEIL ATTORNEY AT LAW									
9585									
BRYARS	12/17/2018	200.00	0.00	01/10/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-704-052019 Professional Services				RODGER BRYARS					
	BRYARS Total:	200.00							
HILL	12/17/2018	250.00	0.00	01/10/2019				False	0
100-704-052019 Professional Services				TAYLOR HILL					
	HILL Total:	250.00							
ROMERO	12/6/2018	200.00	0.00	01/10/2019				False	0
100-704-052019 Professional Services				KRYSTAL ROMERO					
	ROMERO Total:	200.00							
SNIDER	12/6/2018	400.00	0.00	01/10/2019				False	0
100-704-052019 Professional Services				COLE SNIDER					
	SNIDER Total:	400.00							
WALTH	12/6/2018	200.00	0.00	01/10/2019				False	0
100-704-052019 Professional Services				JAMIE WALTH					
	WALTH Total:	200.00							
WILKE	12/17/2018	250.00	0.00	01/10/2019				False	0
100-704-052019 Professional Services				JON WILKE					
	WILKE Total:	250.00							
	LUCY HEIL ATTORNEY	1,500.00							
MASONIC BUILDING LLC, C/O ELLIOT MICHAEL 012950									
01032019	1/3/2019	661.50	0.00	01/10/2019				False	0
100-715-052019 Professional Services				PAYMENT PARKING LOT LEASE 2019					
	01032019 Total:	661.50							
	MASONIC BUILDING LL	661.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
NET ASSETS									
020888									
95-201812	1/2/2019	350.00	0.00	01/10/2019				False	0
100-707-052019	Professional Services			TITLE AND ESCROW SERVICES					
	95-201812 Total:	350.00							
	NET ASSETS Total:	350.00							
NORTHWEST DELI DISTRIBUTION INC									
021184									
343283	1/4/2019	525.92	0.00	01/10/2019				False	0
100-708-052001	Operating Supplies			MATERIALS					
	343283 Total:	525.92							
	NORTHWEST DELI DIST	525.92							
OAWU									
021691									
25878	1/8/2019	210.00	0.00	01/10/2019				False	0
603-736-052018	Professional Development			CONFERENCE ATTENDEE / MEMBERSHIP A. KUNDE					
25878	1/8/2019	210.00	0.00	01/10/2019				False	0
603-737-052018	Professional Development			CONFERENCE ATTENDEE / MEMBERSHIP A. KUNDE					
	25878 Total:	420.00							
	OAWU Total:	420.00							
OREGON ASSOCIATION OF MUNICIPAL RECORDERS									
OAMR									
01574	1/7/2019	150.00	0.00	01/10/2019				False	0
100-702-052018	Professional Development			2019 MID YEAR ACADEMY KATHY PAYNE					
	01574 Total:	150.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		150.00							
PAMPLIN MEDIA GROUP, COMMUNITY NEWSPAPERS/ 031685									
80354	12/29/2018	83.75	0.00	01/10/2019				False	0
100-702-052011 Public Information				CLASSIFIED LINERS RES POLICE OFFICER 80354					
		83.75							
80354 Total:		83.75							
		83.75							
PAMPLIN MEDIA GROU		83.75							
RELEVANT BUILDING CO. REL									
01042019	1/4/2019	174.74	0.00	01/10/2019				False	0
601-000-037004 Miscellaneous - General				HYDRANT METER REFUND					
		174.74							
01042019 Total:		174.74							
		174.74							
RELEVANT BUILDING C		174.74							
SAIF CORPORATION 028300									
01022019	1/2/2019	240.80	0.00	01/10/2019				False	0
100-705-051009 Workers Comp				SAIF CLAIM E EUSTICE 26274					
		240.80							
01022019 Total:		240.80							
		240.80							
SAIF CORPORATION To		240.80							
SHERWIN-WILLIAMS 031345									
5056-9	12/20/2018	38.87	0.00	01/10/2019				False	0
100-706-052023 Facility Maintenance				PAINT LIBRARY					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	5056-9 Total:	38.87							
	SHERWIN-WILLIAMS To	38.87							
SHRED-IT USA, LLC									
SHRED-IT									
8126321685	12/31/2018	91.90	0.00	01/10/2019				False	0
	100-715-052019 Professional Services			CITY HALL SHRED					
	8126321685 Total:	91.90							
	SHRED-IT USA, LLC Tot	91.90							
SPEAKWRITE BILLING DEPT.									
445218									
BFC1FE48	1/7/2019	705.00	0.00	01/10/2019				False	0
	100-705-052019 Professional Services			TRANSCRIPTION SERVICE POLICE					
	BFC1FE48 Total:	705.00							
	SPEAKWRITE BILLING	705.00							
STATE OF OREGON									
021980									
01032019	1/3/2019	40.00	0.00	01/10/2019				False	0
	100-702-052018 Professional Development			RENEW NOTARY - MAILINDA DURAN					
	01032019 Total:	40.00							
	STATE OF OREGON Tota	40.00							
STRUCTURAL NEXUS									
85544									
0123	1/1/2019	220.00	0.00	01/10/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
704-000-053001 Capital Outlay					PROJECT ENGINEER SERVICE 7TH ST LOFTS FOUNE				
0123 Total:		220.00							
STRUCTURAL NEXUS T		220.00							
SUNSET AUTO PARTS, INC.									
020815									
12312018	12/31/2018	39.00	0.00	01/10/2019				False	0
603-738-052001 Operating Supplies					AUTO PARTS				
12312018	12/31/2018	19.20	0.00	01/10/2019				False	0
703-734-052001 Operating Supplies					AUTO PARTS				
12312018	12/31/2018	5.79	0.00	01/10/2019				False	0
703-734-052001 Operating Supplies					AUTO PARTS				
12312018	12/31/2018	25.41	0.00	01/10/2019				False	0
701-000-052001 Operating Supplies					AUTO PARTS				
12312018 Total:		89.40							
SUNSET AUTO PARTS, I		89.40							
TICOR TITLE COMPANY OF OREGON									
0033200									
473817002210-1	1/7/2019	300.00	0.00	01/10/2019				False	0
202-721-052019 Professional Services					1400 KASTER RD ST. HELENS OAE				
473817002210-1 Total:		300.00							
TICOR TITLE COMPANY		300.00							
TPHFCC									
007577									
01012019	1/1/2019	65.51	0.00	01/10/2019				False	0
703-734-052019 Professional Services					VACCINE R. STAUFFER				
01012019 Total:		65.51							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	TPHFCC Total:	65.51							
U.S. BANK EQUIPMENT FINANCE									
033955									
374593176	12/31/2018	99.00	0.00	01/10/2019				False	0
	100-715-052021 Equipment Maintenance				CONTRACT PAYMENT KYOCERA				
	374593176 Total:	99.00							
	U.S. BANK EQUIPMENT	99.00							
VERNON, VICKI R.									
034920									
NELSON	1/7/2019	500.00	0.00	01/10/2019				False	0
	100-704-052019 Professional Services				ERIC NELSON				
	NELSON Total:	500.00							
	VERNON, VICKI R. Total	500.00							
WALKER, JESSICA									
WALK									
01092019	1/9/2019	75.00	0.00	01/10/2019				False	0
	100-709-052019 Professional Services				FRIENDSHIP CLUB REFUND J. WALKER				
	01092019 Total:	75.00							
	WALKER, JESSICA Total	75.00							
WHELESS CONSTRUCTION									
036120									
980723	1/6/2019	425.00	0.00	01/10/2019				False	0
	704-000-052028 Projects & Programs				ROOF REPAIR LEAKING INTO FILES REPAIRED WITI				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	980723 Total:	<u>425.00</u>							
	WHELESS CONSTRUCT	<u>425.00</u>							
WILCOX & FLEGEL 037003 0338609-IN 100-708-052022 Fuel / Oil	1/3/2019	323.56	0.00	01/10/2019	PARKS FUEL			False	0
	0338609-IN Total:	<u>323.56</u>							
	WILCOX & FLEGEL Tota	<u>323.56</u>							
	Report Total:	<u><u>40,054.03</u></u>							

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 01/11/2019 - 1:30PM
 Batch: 00007.01.2019 - AP 1.11.19 FY 18-19



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
ROBERTS, DARCI 54112									
011119	1/11/2019	100.61	0.00	01/11/2019				False	0
100-704-052019 Professional Services					REIMB. HOTEL COSTS - COURT CLERK ASSISTANCE				
011119 Total:		100.61							
ROBERTS, DARCI Total:		100.61							
Report Total:		100.61							