



## **CITY COUNCIL REGULAR SESSION**

**Wednesday, May 01, 2019**

265 Strand Street, St. Helens, OR 97051

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

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### **Welcome!**

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

1. **7:00 P.M. - Call Regular Session to Order**
2. **Pledge of Allegiance**
3. **Visitor Comments - Limited to five (5) minutes per speaker**
4. **Announce & Award Prizes to "If I Were Mayor..." Student Contest Winners**
5. **Ordinances - Final Reading**
  - 5.a. Ordinance No. 3236: An Ordinance Amending St. Helens Municipal Code Chapter 13.14 Regarding Use of Portable Privies  
[Ord No 3236 - Portable Privies PENDING 050119.pdf](#)
  - 5.b. Ordinance No. 3237: An Ordinance Amending St. Helens Municipal Code Chapter 3.12 to Modify the Utility Privilege Tax Levied on Utilities Operating in the City Without a Franchise  
[Ord No 3237 - Utility Priv Tax Amends SHMC 3.12 PENDING 050119.pdf](#)
6. **Resolutions**
  - 6.a. Resolution No. 1844: A Resolution Adopting a Hazard Mitigation Plan Update for the City of St. Helens and Superseding Resolution No. 1677  
[Res No 1844 - Adopt Hazard Mitigation Plan Update PENDING 050119.pdf](#)
  - 6.b. Resolution No. 1845: A Resolution Determining that a Nuisance Exists Upon Property Located at 922 Cowlitz Street within the City of St. Helens and

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For more information or for an application, stop by City Hall or call 503-366-8217.**

Directing that Notice to Abate the Nuisance be Posted on Said Premises  
[Res No 1845 - Nuisance at 922 Cowlitz Street PENDING 050119.pdf](#)

**7. Award Bid/Contract**

- 7.a. 2019 Annual Street Striping Project to Specialized Pavement Marking, Inc. in the Amount of \$19,504  
[5-01-19AwardStreetStriping.pdf](#)

**8. Approve and/or Authorize for Signature**

- 8.a. Maul Foster Alongi Work Order Authorization for Professional Services Related to Phase 1 Lagoon Repurposing Project  
[MFA Work Order No. 1 St. Helens Phase I IGA.pdf](#)
- 8.b. Contract Payments  
[050119 Contract Payments.pdf](#)
- 8.c. Western Display Fireworks Display Agreement & Purchase Order for 4th of July Fireworks  
[9C. Western Display Fireworks - Display Agr & Purch Order for 4th of July Fireworks.pdf](#)
- 8.d. Turney Excavating, Inc. for Repair of 48-inch CMP Bypass Pipeline Under Plymouth Street at Secondary Treatment Plant Lagoon  
[SD-179, Construction Contract\\_TURNEY EXCAVATING INC\\_.pdf](#)

**9. Consent Agenda for Acceptance**

- 9.a. Budget Committee Minutes dated March 15, April 5, April 17, & May 3, 2018  
[Budget Committee Meeting Minutes.pdf](#)

**10. Consent Agenda for Approval**

- 10.a. Accounts Payable Bill Lists  
[AP Bill Lists.pdf](#)

**11. Mayor Scholl Reports**

**12. Council Member Reports**

**13. Department Reports**

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14. **Other Business**

15. **Adjourn**

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**City of St. Helens**  
**ORDINANCE NO. 3236**

**AN ORDINANCE AMENDING ST. HELENS MUNICIPAL CODE CHAPTER 13.14  
REGARDING USE OF PORTABLE PRIVIES**

**WHEREAS**, Ordinance No. 3233 adopted a comprehensive sewer ordinance which repealed Chapters 13.12 and 13.16 SHMC; and

**WHEREAS**, the portable privy policy per SHMC 13.12.030(6) was inadvertently removed and not replaced by Ordinance No. 3233.

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

**Section 1.** Section 13.14.085 of the St. Helens Municipal Code ("SHMC") is hereby added to Chapter 13.14 SHMC as follows:

**13.14.085 Use of portable privies.**

(1) Portable privies shall not be allowed for use with permanent uses except per SHMC 13.14.085(2)(iv).

(2) Use of portable privies may be authorized as follows:

(a) The Public Works Director may authorize the use of portable privies:

(i) temporarily, when found necessary to serve workers on a construction project;

(ii) temporarily, to serve community events;

(iii) temporarily, for emergencies; or

(iv) on an on-going basis to serve public parks or public open space that do not have access to a public sewer or the POTW.

(b) The Planning Director may authorize the temporary use of portable privies associated with approved Temporary Uses pursuant to Chapter 17.116 SHMC when there are no alternatives commensurate with the type, duration and extent of the temporary use.

(3) Portable privies shall have watertight, completely closed tanks for storage of wastes that are serviced as often as necessary to prevent overflow.

**Section 2. Severability.** If any section, provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other sections, provisions, clauses or paragraphs of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

**Section 3.** Provisions of this Ordinance shall be incorporated in the St. Helens Municipal Code and the word "ordinance" may be changed to "code," "article," "section," or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that Whereas clauses and boilerplate provisions need not be codified.

**Section 4.** The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: April 17, 2019  
Read the second time: May 1, 2019

**APPROVED AND ADOPTED** this 1<sup>st</sup> day of May, 2019 by the following vote:

Ayes:

Nays:

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Rick Scholl, Mayor

ATTEST:

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Kathy Payne, City Recorder

**City of St. Helens**  
**ORDINANCE NO. 3237**

**AN ORDINANCE AMENDING ST. HELENS MUNICIPAL  
CODE CHAPTER 3.12 TO MODIFY THE UTILITY  
PRIVILEGE TAX LEVIED ON UTILITIES OPERATING IN  
THE CITY WITHOUT A FRANCHISE**

**WHEREAS**, St. Helens Municipal Code Chapter 3.12 levies a privilege tax on utilities utilizing the streets and rights-of-way within the city of St. Helens ("City") if the utility operates without a franchise, and

**WHEREAS**, the City's current definition of "utility" may lead to some ambiguity as to which businesses are required to pay the privilege tax, and

**WHEREAS**, it is the City's intent that all utilities supplying services by utilizing city streets or rights-of-way pay the utility privilege tax, whether or not the business owns the transmission facilities, if the utility operates without a franchise:

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

**Section 1.** Section 3.12.020 of the St. Helens Municipal Code is amended to read as follows:

**3.12.020 Definitions.**

(1) Gross Revenue. "Gross revenue" as used in this chapter shall be deemed to include any revenue earned within the city from the sale of utility services after adjustment for the net write-off of uncollectible accounts computed on the average annual rate for the entire utility, excluding sales of utility services by the utility to any other utility when the utility purchasing such utility services is not the ultimate consumer. Gross revenues do not include proceeds from the sale of bonds, mortgages, or other evidence of indebtedness, securities, or stocks and do not include revenue paid directly by the United States of America or its agencies.

(2) Utility. As used in this chapter, the term "utility" includes the business of supplying electrical energy, gas, communications, and other services through or associated with telephone or telegraph by means of facilities utilizing and/or occupying rights-of-way, public grounds, or public places within the corporate limits of the City, whether or not the business owns the facilities.

(3) Rights-of-Way. As used in this chapter, the term "rights-of-way" includes the present and future streets, viaducts, elevated roadways, alleys, public highways and avenues in the City, including the subsurface and air space over or under these areas and including rights-of-way held in fee, or by virtue of an easement or dedication.

**Section 2.** Section 3.12.030 of the St. Helens Municipal Code is amended to read as follows:

**3.12.030 Privilege tax.**

Any utility, using and/or occupying and continuing to use and/or occupy the whole or any part of the rights-of-way, public grounds, or public places within the corporate limits of the city without a franchise shall pay a privilege tax for the use and occupancy of the whole or any part of the rights-of-way, public grounds, or public places within the corporate limits of the city. The privilege tax shall be in an amount set by resolution of the City Council. The privilege tax shall be computed, as applicable, as of the later of: 1) April 1, 2019; 2) the commencement of activities subject to this Section 3.12.030, or 3) upon the expiration of any franchise under which such utility might formerly have operated and shall be due and payable as hereinafter provided so long as the utility continues to operate within the city and to use and/or occupy the whole or any part of the rights-of-way, public grounds, or public places without a franchise. Except as set out in SHMC 3.12.040, when a franchise tax herein required and the franchise becomes effective, then the privilege tax shall cease to apply from the effective date of the franchise. But the franchise holder shall pay the proportionate earned amount of the privilege tax for the period. The privilege tax shall in such cases become immediately due and payable. In the event that any such utility shall operate under a permit granted by the City Council and accepted in writing by it, there shall be no tax applicable under this section.

**Section 3.** Effective Date. The above amendments to Chapter 3.12 shall take effect on April 1, 2019.

**APPROVED AND ADOPTED** this 1<sup>st</sup> day of May, 2019 by the following vote:

Ayes:

Nays:

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Rick Scholl, Mayor

ATTEST:

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Kathy Payne, City Recorder

**City of St. Helens**  
**RESOLUTION NO. 1844**

A RESOLUTION ADOPTING A HAZARD MITIGATION  
PLAN UPDATE FOR THE CITY OF ST. HELENS AND SUPERSEDING  
RESOLUTION NO. 1677

**Whereas**, City of St. Helens, Oregon has experienced repetitive disasters that have damaged commercial, residential and public properties, displaced citizens and businesses, and presented general public health and safety concerns; and

**Whereas**, the City of St. Helens, Oregon has prepared a *Multi-Jurisdictional Hazard Mitigation Plan* that outlines the City of St. Helens, Oregon options to reduce overall damage and impact from natural hazards; and

**Whereas**, the *Multi-Jurisdictional Hazard Mitigation Plan* has been reviewed by community residents, business owners, and federal, state and local agencies, and has been revised to reflect their concerns.

**NOW, THEREFORE, BE IT RESOLVED** that:

1. The *Multi-Jurisdictional Hazard Mitigation Plan* is hereby adopted as an official plan of the City of St. Helens, Oregon.
2. A hazard mitigation planning group is hereby established as a permanent advisory body. The Hazard Mitigation Planning Team Leader shall designate its members, subject to the approval of the County and the participating jurisdictions. They shall serve one-year terms. The group's duties shall be as designated in the *Multi-Jurisdictional Hazard Mitigation Plan*.
3. The Hazard Mitigation Planning Coordinator is charged with supervising the implementation of the Plan's recommendations within the funding limitations as provided by City of St. Helens, Oregon or other sources.
4. The Hazard Mitigation Planning Coordinator shall give priority attention to the goals identified in Table 14 of the City of St. Helens, Oregon Appendix, and the actions listed in Table 15 of the City of St. Helens, Oregon Appendix to the *Multi-Jurisdictional Hazard Mitigation Plan* and:
5. The Hazard Mitigation Planning Coordinator shall convene the hazard mitigation planning group annually. The planning group shall monitor implementation of the plan and shall submit a written progress report to the City Council of City of St. Helens, Oregon in accordance with the following format:



- a. A review of the original plan.
- b. A review of any disasters or emergencies that occurred during the previous calendar year.
- c. A review of the actions taken, including what was accomplished during the previous year.
- d. A discussion of any implementation problems.
- e. Recommendations for new projects or revised action items. Such recommendations shall be subject to approval by the City Council of City of St. Helens, Oregon.

**APPROVED AND ADOPTED** this 1<sup>st</sup> day of May, 2019.

Ayes:

Nays:

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Rick Scholl, Mayor

ATTEST:

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Kathy Payne, City Recorder

**City of St. Helens  
Hazard Mitigation Plan  
Annex**

2019 Update  
Columbia County  
Multi-Jurisdiction Hazard Mitigation Plan

# City of St. Helens Hazard Mitigation Plan- Annex

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# City of St. Helens Hazard Mitigation Plan- Annex

## Introduction

This Annex contains specific City of St. Helens information to support the Columbia County 2019 Multi-Jurisdictional Hazard Mitigation Plan. This section further supports the County’s planning process by summarizing the review and incorporation of existing plans, studies, and reports used to develop this MHMP. This annex is an addition to Columbia County’s Hazard Mitigation Plan and shares attributes of that plan.

## Planning Process and Capability Assessment

The following section includes a detailed capability assessment that describes the resources available to support this plan. The goal of this assessment is not to identify all capabilities the organization may have, but only those that are currently used or could be used to support mitigation efforts. Capabilities are arranged in tables by type and fall under the explicit authority of the jurisdiction/district.

<b>DMA 2000 Requirements: Planning Process</b>	
<b>Planning Requirements</b>	
§201.6(b)	An open public involvement process is essential to the development of an effective plan. In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process shall include:
§201.6(b)(1)	(1) An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval;
§201.6(b)(2)	(2) An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia and other private and non-profit interests to be involved in the planning process; and
§201.6(b)(3)	(3) Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.
§201.6(c)(1)	[The plan shall document] the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.
§201.6(c)(4)(i)	[The plan maintenance process shall include a] section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle.
§201.6(c)(4)(iii)	[The plan maintenance process shall include a] discussion on how the community will continue public participation in the plan maintenance process.
<b>Planning Elements</b>	
<b>A1. Does the Plan document the planning process, including how it was prepared and who was involved in the process for each jurisdiction? 44 CFR 201.6(c)(1)</b>	
<b>A2. Does the Plan document an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development as well as other interests to be involved in the planning process? 44 CFR 201.6(b)(2)</b>	

# City of St. Helens Hazard Mitigation Plan- Annex

**A3. Does the Plan document how the public was involved in the planning process during the drafting stage? 44 CFR 201.6(b)(1) and 201.6(c)(1)**

**A4. Does the Plan document the review and incorporation of existing plans, studies, reports, and technical information? 44 CFR 201.6(b)(3)**

**A5. Is there discussion on how the communities will continue public participation in the plan maintenance process? 44 CFR 201.6(c)(4)(iii)**

**A6. Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a 5-year cycle)? 44 CFR 201.6(c)(4)(i)**

## Steering Committee Participants

City of St. Helens is dedicated to mitigating potential natural hazards to its population and infrastructure. To fulfill that goal, a Hazard Mitigation Plan Development Steering Committee was seated; dedicated to identifying hazard threats and developing actions to mitigate damage and life losses from those threats.

Table 1 records the Steering Committee’s participant list.

<b>Name</b>	<b>Agency/Department/Affiliation</b>
John Walsh	City Administrator
Michael De Roia	Building Official
Sue Nelson	Engineering Director
Dave Elder	Public Works Supervisor
Shaun Brown	County Emergency Management

## Public Participation

As defined by FEMA, Whole Community Planning is; a means by which residents, emergency management practitioners, organizational and community leaders, and government officials can collectively understand and assess the needs of their respective communities and determine the best ways to organize and strengthen their assets, capacities, and interests. By doing so, a more effective path to societal security and resilience is built.

This Hazard Mitigation Plan was conducted with opportunities for the public to participate to try and meet the goals of whole community planning. Table 2 highlights these efforts.

## City of St. Helens Hazard Mitigation Plan- Annex

Date	Description
April 3, 2019 – 7:00pm	City Hall – Present MJHMP updating project to council at public meeting
April 10, 2019 – 5:00pm	City Hall – Draft of MJHMP distributed to community via the press, website, social media and email
April 17, 2019 – 6:00 pm	City Hall – Public forum to discuss the MJHMP and obtain public comment.

### Capability Assessment

Table 3, 4, and 5 contain the City of St. Helens resources used to support planning activities, including the reports and studies reviewed as part of the update process.

Regulatory Tool	Name	Effect on Hazard Mitigation
Plans	City of St. Helens Comprehensive Plan	Provides overall guidance for a community's land use, economic development, and resource management.
	Transportation System Plan	Provides overall guidance for the community's transportation system development and resource management.
	City of St. Helens Emergency Operations Plan 6/19/08	Provides overall guidance for emergency management responsibilities and authority.
	Strom Water Master plan	Provides overall guidance for the community's storm water system and future developments
	Parks and Trails Master Plan	Provides overall guidance for the community's parks and trails system.
	Water Master Plan	Provides overall guidance for the community's water use and future development requirements.
	Wastewater Master Plan	Provides overall guidance for the community's wastewater use and future development requirements.
	Water Management and Conservation Plan	Provides overall guidance for the community's water use and conservation efforts.
Programs	National Flood Insurance Program (NFIP)	Makes affordable flood insurance available to homeowners, business owners, and renters in participating communities. In exchange, those communities must adopt and enforce minimum floodplain management regulations to reduce the risk of damage from future floods.

# City of St. Helens Hazard Mitigation Plan- Annex

**Table 3. City of St. Helens Legal and Regulatory Resources Available for Hazard Mitigation**

Regulatory Tool	Name	Effect on Hazard Mitigation
Policies (Municipal Codes)	City Charter	To provide for the government of the City of St. Helens and to repeal all charter provisions of the city enacted prior to the time that this charter takes effect except as hereinafter specifically retained.
	Title 17 Community Development Regulations	As a means of promoting the general health, safety, and welfare of the public, this code is designed to set forth the standards and procedures governing the development and use of land in the city of St. Helens and to implement the St. Helens comprehensive plan.
	St. Helens Municipal Code	The St. Helens Municipal Code is hereby adopted as the official city code of the city of St. Helens. The code shall be cited as the "St. Helens Municipal Code." It consists of the ordinances of the city that have ongoing effect and which have not expired according to their terms.
	Engineering Standards Manual	The purpose of this title is to set standards for the construction of public improvements to serve new and future developments and for the reconstruction of existing facilities to upgrade existing infrastructure.



## City of St. Helens Hazard Mitigation Plan- Annex

Table 4. City of St. Helens Administrative and Technical Resources for Hazard Mitigation	
Staff/Personnel Resources	Department/Division Position
Planner(s) or engineer(s) with knowledge of land development and land management practices	City Engineer: Sue Nelson City Planner: Jacob Graichen
Engineer(s) or professional(s) trained in construction practices related to buildings and/or infrastructure	Building Official: Michael De Roia
Planner(s) or engineer(s) with an understanding of manmade or natural hazards	City Engineer: Sue Nelson
Floodplain manager	City Planner: Jacob Graichen
Personnel skilled in GIS and/or HAZUS-MH	City Planner: Jacob Graichen
Director of Emergency Services	Police Chief: Brian Greenway
Finance (grant writers, purchasing)	Finance Director: Matt Brown Grant Writer: Jenny Dimsho
Public Information Officers	Police Department: Melinda Duran Communication Officer: Crystal Farnsworth

Table 5. City of St. Helens Financial Resources for Hazard Mitigation	
Financial Resources	Effect on Hazard Mitigation
General funds	yes
Authority to levy taxes for specific purposes	yes, with voter approval
Incur debt through general obligation bonds	yes
Incur debt through special tax and revenue bonds	yes
Incur debt through private activity bonds	Unknown
Hazard Mitigation Grant Program (HMGP)	FEMA funding which is available to local communities after a Presidentially-declared disaster. It can be used to fund both pre- and post-disaster mitigation plans and projects.
Pre-Disaster Mitigation (PDM) grant program	FEMA funding which is available on an annual basis. This grant can only be used to fund pre-disaster mitigation plans and projects only.
Flood Mitigation Assistance (FMA) grant program	FEMA funding which is available on an annual basis. This grant can be used to mitigate repetitively flooded

# City of St. Helens Hazard Mitigation Plan- Annex

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Table 5. City of St. Helens Financial Resources for Hazard Mitigation	
Financial Resources	Effect on Hazard Mitigation
	structures and infrastructure to protect repetitive flood structures.
United States Fire Administration (USFA) Grants	The purpose of these grants is to assist state, regional, national or local organizations to address fire prevention and safety. The primary goal is to reach high-risk target groups including children, seniors and firefighters.
Fire Mitigation Fees	Used to finance future fire protection facilities' construction and other fire capital expenditures to protect new development. The City Council or Fire District may charge fire mitigation fees to ensure new development pays their fair share of constructing these improvements.

## Hazard Identification and Vulnerability Assessment

<b>DMA 2000 Requirements: Hazard Identification and Risk Assessment</b>	
<b>Planning Requirements</b>	
§201.6(c)(2)(i)	The risk assessment shall include a] description of the type, location and extent of all-natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.
§201.6(c)(2)(ii)	The risk assessment shall include a] description of the jurisdiction’s vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description shall include an overall summary of each hazard and its impact on the community. All plans approved after October 1, 2008 must also address NFIP insured structures that have been repetitively damaged by floods. The plan should describe vulnerability in terms of:
§201.6(c)(2)(ii)(A)	(A) The types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas;
§201.6(c)(2)(ii)(B)	(B) An estimate of the potential dollar losses to vulnerable structures identified in ... this section and a description of the methodology used to prepare the estimate.
§201.6(c)(2)(ii)(C)	(C) Providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.
§201.6(c)(2)(iii)	For multi-jurisdictional plans, the risk assessment section must assess each jurisdiction’s risks where they vary from the risks facing the entire planning area.
<b>Planning Elements</b>	
<b>B1. Does the Plan include a description of the type, location, and extent of all-natural hazards that can affect each jurisdiction? 44 CFR 201.6(c)(2)(i) and 44 CFR201.6(c)(2)(iii)</b>	
<b>B2. Does the Plan include information on previous occurrences of hazard events and on the probability of future hazard events for each jurisdiction? 44 CFR 201.6(c)(2)(i)</b>	
<b>B3. Is there a description of each identified hazard’s impact on the community as well as an overall summary of the community’s vulnerability for each jurisdiction? 44 CFR 201.6(c)(2)(ii)</b>	
<b>B4. Does the Plan address NFIP insured structures within each jurisdiction that have been repetitively damaged by floods? 44 CFR 201.6(c)(2)(ii)</b>	

### **Hazard Identification**

The Steering Committee determined that the following hazards could potentially threaten the community. Table 6 establishes the hazard profile against which this plan is designed.

Table 6. Hazard Profile	
<b>Natural Hazards</b>	
Flood	X
Winter Storm	X
Landslide	X
Fire (Wildland/Urban)	X
Earthquake	X
Volcano	X
Wind	X
Erosion	X
ENSO (El Niño / La Niña)	
Expansive Soils	
Drought	
<b>Technological Hazards</b>	
Dam Failure	X
Disruption of Utility and Transportation Systems	X
Hazardous Materials	X
Terrorism/Public Violence	X
Infectious Disease Epidemic	X

## Specific Impacts of Identified Hazards

The following section describes Community specific vulnerabilities and impacts from technological and manmade hazards in addition to the natural hazards identified in the 2009 Columbia County MHMP.

The following is derived from the best available data for facility locations and values. In many cases, values were unavailable, and therefore the totals listed below should be considered incomplete and likely less than the actual costs associated with the respective hazards.

### *Flood*

FEMA FIRMs were used to outline the 100-year and 500-year floodplains for Columbia County. The 100-year floodplain delineates an area of high risk, while the 500-year floodplain delineates an area of moderate risk.

There are 903 residential structures (worth \$112.6M), 11 non-residential structures (value unknown), three government facilities (worth \$6.4M), one emergency response facility (worth \$4.5M), one care facility (worth \$323K), four community facilities (worth \$3.8M), five bridges (worth \$6.1M), and four utilities (worth \$392K) within the boundaries of the 100-year floodplain.

There are 886 residential structures (worth \$110.5M), 11 non-residential structures (value unknown), three government facilities (worth \$6.4M), one emergency response facility (worth \$4.5M), three community facilities (worth \$3.7M), three bridges (worth \$3.8M), and one utility (worth \$80K) located within the 500-year floodplain.

### *Winter Storm*

The natural hazards resulting from winter storms, such as ice, cold, wind and floods, are often widespread. A single event is capable of impacting all people, critical facilities and infrastructure within the City of St. Helens, and therefore the entire population (12,895), including 4,109 residential structures (worth \$512M), 31 non-residential structures (value unknown), four government facilities (worth \$6.8M), three emergency response facilities (worth \$6.7M), nine educational facilities (worth \$2.7M) seven care facilities (worth \$9.9M), 29 community facilities (worth \$9M), five miles of highway and rail (value unknown), one transportation facility (worth \$175K), 22 utilities (worth \$77M), five bridges (worth \$6M), one transportation facility (worth \$178K), and one dam (value unknown) is at risk.

### *Landslide*

The potential impacts from landslides can be widespread. Potential debris flows and landslides can impact transportation and rail routes, utility systems, and water and waste treatment infrastructure along with public, private, and business structures located adjacent to steep slopes, along riverine embankments, or within alluvial fans or natural drainages. Response and recovery efforts will likely vary from minor cleanup to more extensive utility system rebuilding. Utility disruptions are usually local and terrain dependent. Damages may require reestablishing electrical, communication, and gas pipeline connections occurring from specific breakage points. Initial debris clearing from emergency routes and high traffic areas may be required. Water and waste water utilities may need treatment to quickly improve water quality by reducing excessive water turbidity and reestablishing waste disposal capability.

USGS elevation datasets were used to determine the landslide hazard areas within the City of St. Helens. Risk was assigned based on slope angle. A slope angle less than 14 degrees was assigned a low risk, a slope angle between 14 and 32 degrees was assigned a medium risk, and a slope angle greater than 32 degrees was assigned a high risk.

There are 2,402 residential structures (worth \$299.5M), 17 non-residential structures (value unknown), two government facilities (worth \$4.5M), two emergency response facilities (worth \$5M), three educational facilities (worth \$694K), one care facility (worth \$226K), 11 community facilities (worth \$668K), three bridges (worth \$3.8M) and eight utilities (worth \$46.6M) in the moderate landslide risk area.

There are 1,062 residential structures (worth \$132.4M), 11 non-residential structures (value unknown), one government facility (worth \$2.7M), one emergency response facility (worth \$4.5M), one educational facility (value unknown), one care facility (worth \$226K), four community facilities (worth \$230K), and three utilities (worth \$27.7M) in the high landslide risk area.

### *Wildland Fires*

Wildland fire hazard areas were identified using a model incorporating slope, aspect, and fuel load. South-facing, steep, and heavily vegetated areas were assigned the highest fuel values while areas with little slope and natural vegetation were assigned the lowest fuel values. Risk levels of moderate, high, very high, and extreme were assigned to the entire region based on the results of this modeling.

There are 3,706 residential structures (worth \$468.9M), 31 non-residential structures (value unknown), four government facilities (worth \$6.8M), three emergency response facilities (worth \$6.7M), nine educational facilities (worth \$2.7M) seven care facilities (worth \$9.9M), 28 community facilities (worth \$7M), five bridges (worth \$6M), one transportation facility (worth \$178K), and 13 utilities (worth \$48.7M) located in the moderate fire risk areas.

There are 3,395 residential structures (worth \$423.4M), 25 non-residential structures (value unknown), four government facilities (worth \$6.8M), three emergency response facilities (worth \$6.7M), six educational facilities (worth \$2.6M) three care facilities (worth \$653K), 23 community facilities (worth \$6.5M), five bridges (worth \$6M), one transportation facility (worth \$178K), and 13 utilities (worth \$48.7M) located in the high fire risk areas.

There are 1,420 residential structures (worth \$177.1M), 15 non-residential structures (value unknown), one educational facility (worth \$500K), one care facility (worth \$226K), one community facility (worth \$45K), three bridges (worth \$3.8M) and one utility (worth \$27.3M) located in very high fire risk areas. There were ten residential structures (worth \$1.3M) and no critical facilities identified in the extreme fire risk area.

### *Earthquake*

Based on PGA shake maps produced by the USGS, the western portion of Columbia County is likely to experience higher levels of shaking than the eastern portion, as a result of its proximity to the Cascadia Subduction Zone. Ground movement in both areas, however, is likely to cause damage to weak, unreinforced masonry buildings, and to induce small landslides along unstable slopes. As well as landslide, earthquakes can trigger other hazards such as dam failure and disruption of transportation and utility systems.

The eastern portion of Columbia County is likely to experience strong shaking should a subduction zone earthquake occur (9-20 percent of the acceleration of gravity). In contrast, the far western portion of the county is likely to experience very strong shaking (20-25 percent). This rating represents the peak acceleration of the ground caused by the earthquake.

Due to the City of Helens proximity to the eastern portion of the county, all people, critical facilities and infrastructure within the City of St. Helens, and therefore the entire population (12,895), including 4,109 residential structures (worth \$512M), 31 non-residential structures (value unknown), four government facilities (worth \$6.8M), three emergency response facilities (worth \$6.7M), nine educational facilities (worth \$2.7M) seven care facilities (worth \$9.9M), 29 community facilities (worth \$9M), five miles of highway and rail (value unknown), one transportation facility (worth \$175K), 22 utilities (worth \$77M), five bridges (worth \$6M), one transportation facility (worth \$178K), and one dam (value unknown) are located in the strong shaking (9-20 percent) area.

### *Volcano*

A volcanic eruption would have a minor impact on City of St. Helens due to the proximity to volcanoes within the Cascade region. The major resources of concern include air quality and waterway sedimentation. During previous eruptions, ash fall has drifted to the east of the volcanoes. (State Interagency Hazard Mitigation Team 2006)

The City of St. Helens will likely only experience damage from volcanic eruption columns and clouds which contain volcanic gases, minerals, and rock. The columns and clouds form rapidly and extend several miles above an eruption. Solid particles within the clouds present a serious aviation threat, can distribute acid rain (sulfur dioxide gas and water), can create risk of suffocation (carbon dioxide is heavier than air and collects in valleys and depressions threatening human and animals), and pose a toxic threat from fluorine which clings to ash particles potentially poisoning grazing livestock and contaminating domestic water supplies.

Buildings streets and roads throughout the city may require minor cleanup with negligible impacts. Temporary utility interruptions are likely, and minor cleanup may be required for electrical and other utility services. Water treatment facilities may require additional attention to address high turbidity water. River traffic along the Columbia River could be disrupted due to sedimentation from a large eruption from Mt. St. Helens or Hood and dredging to restore channel depths may be necessary. Injuries associated with respiratory problems may result. (Goettel 2005)

Due to the nature of the hazard, it is impossible to predict the location or extent of future events with any probability, although it can be assumed that all critical facilities and infrastructure within the City of St. Helens are at risk including the entire population (12,895), including 4,109 residential structures (worth \$512M), 31 non-residential structures (value unknown), four government facilities (worth \$6.8M), three emergency response facilities (worth \$6.7M), nine educational facilities (worth \$2.7M) seven care facilities (worth \$9.9M), 29 community facilities (worth \$9M), five miles of highway and rail (value unknown), one transportation facility (worth \$175K), 22 utilities (worth \$77M), five bridges (worth \$6M), one transportation facility (worth \$178K), and one dam (value unknown).

### *Wind*

Many buildings, utilities and transportation systems in open areas, natural grasslands, or agricultural lands are especially vulnerable to wind damage. Impacts associated with wind can include damage to power lines, trees, and structures, and can also cause temporary disruptions of power. Additionally, high winds can cause significant damage to forestlands.

All areas within the City of St. Helens are equally at risk of a windstorm event including the entire population (12,895), including 4,109 residential structures (worth \$512M), 31 non-residential structures (value unknown), four government facilities (worth \$6.8M), three emergency response facilities (worth \$6.7M), nine educational facilities (worth \$2.7M) seven care facilities (worth \$9.9M), 29 community facilities (worth \$9M), five miles of highway and rail (value unknown), one transportation facility (worth \$175K), 22 utilities (worth \$77M), five bridges (worth \$6M), one transportation facility (worth \$178K), and one dam (value unknown) is at risk.



### *Erosion*

Riverine erosion rarely causes death or injury. However, erosion causes significant destruction of property, development, and infrastructure. Erosion hazard data is not readily available, however, descriptions of several localized areas were identified during the development of this document and are identified only by location on a map referencing the river or stream reach described. Critical facilities that may be at risk of erosion were identified using a 300 foot-buffer in the areas identified as having historic erosion impacts to conservatively account for building footprints.

The City of St. Helens has 540 residential structures (worth \$67.3M), eight non-residential structures (value unknown), two government facilities (worth \$4.5M), one emergency response facility (worth \$4.5M), three community facilities (worth \$2.1M) and one utility (worth \$263K) that may be at risk from erosion impacts.

### *Dam Failure*

US Army Corps of Engineers inundation data for the Columbia River and the PacifiCorp inundation data for the Lewis River in the State of Washington were used to determine the impacts from dam failure upriver from Columbia County. There are 853 residential structures (worth \$106.4M), 13 non-residential structures (value unknown), two government facilities (value \$4.5M), one emergency response facility (value \$4.5M), two community facilities (value \$1.9M), one bridge (value \$1.7M), and four utilities (value \$27.8M) located in the inundation area.

### *Disruption of Utility and Transportation Systems*

Transportation system disruption impacts range from effects on life, health, and safety (emergency vehicle mobility, access to hospitals, access to evacuation routes, access to vital supplies if transport is seriously disrupted for a long time) to the economic effects of delays, lost commerce, and lost time. Similarly, disruption of utility systems can affect the county at the level of commerce and recreation as well as at the level of fundamental health and safety. County-wide as well as localized areas of disruption are likely to impact all residents equally. Structural damage from disruption to these systems is not expected; rather the risks are present to residents and those traveling in the area.

### *Hazardous Material Event*

The National Response Center and the EPA's Environmental Facts Multisystem Query were used to locate hazardous waste handling facilities and businesses that generate hazardous waste from their activities. (In Progress) Transportation routes likely to carry hazardous waste were examined, and all facilities within a 0.25 mile radius of those are considered at risk.

There are 1,333 residential structures (worth \$166.3M), 16 non-residential structures (value unknown), one government facility (worth \$461K), five educational facilities (worth \$340K), six care facilities (worth \$7.8M), nine community facilities (worth \$660K), one highway (value unknown), one railroad (value unknown), three bridges (worth \$4M), one transportation facility (worth \$178K), and seven utilities (worth \$14.7M) considered at risk along transportation routes.

Facilities considered at risk near 0.25 mile-buffered EHS sites include four government facilities (worth \$6.8M), three emergency response facilities (worth \$6.7M) seven educational facilities (worth \$2.2M), six care facilities (worth \$7.8M), 26 community facilities (worth \$8.5M), five bridges (worth \$6.1M), one transportation facility (worth \$178K), and eight utilities (worth \$15M).

### *Terrorism*

It is difficult to determine the scope of any terrorist threat to the City of St. Helens. Although there seem to be few high-profile targets present, it is impossible to predict future terrorist events. Depending on the extent of the action, the community may suffer economic loss, disruption of utilities, and cleanup relating to explosions and other facility damages. Structural damage, injuries or casualties may occur, however, it is beyond the scope of this analysis to estimate losses.

### *Infectious Disease Epidemic*

The consequences of a pandemic as described in Chapter 5 could be devastating. In the event of a poor-fit vaccine or very limited vaccine supply, the public health measures that would work best include: isolation and quarantine; restricting movement between and within communities; prohibiting public gatherings and group activities; and closing schools.

The county and state have isolation and quarantine laws; cities can also apply quarantines and restrict public movement in a public health emergency. The recently passed public health emergency law in Oregon provides a process for such mechanisms to be implemented.

Impacts associated with infectious disease epidemics in general have the potential to include loss of life and shutdown of critical facilities. Furthermore, an epidemic level of infectious disease in the community could overwhelm local resources, although there are no structural risks or losses associated with this hazard. The entire population of 12,883 is at risk from the effects of an infectious disease epidemic.

## **Values at Risk**

### Population Analysis

Population data listed in Table 7 were obtained from the 2010 U.S. Census and Portland State University. It comprises census block level data and estimates from university conducted community research.

## City of St. Helens Hazard Mitigation Plan- Annex

Table 7. Population			
2000 Census	2010 Census	% Change	2020 PSU Estimate
10,019	12,883	22%	15,591

### Asset Inventory

The Asset Inventory describes the physical values; the residential building stock, public facilities, and infrastructure within each community that may be affected by hazard events and includes population, residential and nonresidential buildings, critical facilities, and infrastructure. These values are described in Tables 8 and 9 and portray the City's critical infrastructure numbers and values, and their potential vulnerability by hazard type.

(Name of Jurisdiction/District here) seeks to protect its population by supporting Columbia County and Oregon State initiatives, ordinances, building codes, and development regulations. One of the most important initiatives is to prohibit or not allow future development of buildings, infrastructure and critical facilities in identified high hazard areas. Any essential infrastructure component will undergo stringent review to ensure potential hazard risk will be mitigated.

Table 8. Residential Buildings	
Total Building Count	Total Value of Buildings (\$)
4,109	512,392,300

Table 9. City of St. Helens Critical Facilities and Infrastructure			
Facility Type	Name / Number	Address	Value <sup>1</sup>
Government	St. Helens City Hall	265 Strand St	\$2,750,000
	St. Helens Parks Dept.	477 18 <sup>th</sup> St S	\$1,860,160
	City Shops (Public Works)	984 Oregon Street	\$461,229
	VAGT Building	257-277 Strand Street	1,750,000
Emergency Response	Columbia River Fire & Rescue	270 Columbia Blvd	\$563,680
	St. Helens Police Department	150 S 13th St	\$1,648,847
	Emergency Operations Center	230 The Strand	\$4,468,000
Educational	McBride Elementary School	2774 Columbia Blvd	\$32,300
	Lewis & Clark Intermediate School	111 S 9th St	Unknown
	St. Helens Middle School	354 N 15th St	Unknown

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Table 9. City of St. Helens Critical Facilities and Infrastructure			
Facility Type	Name / Number	Address	Value <sup>1</sup>
	St. Helens High School	2375 Gable Rd	Unknown
	Columbia County Education Campus	474 16th N 16th Street	Unknown
	St. Helens Arthur Academy (Mastery Learning Institute)	33035 Pittsburgh Road	\$500,000
	St. Helens School District Office	475 16th N 16th Street	\$146,300
	Columbia Learning Center	375 S 18th Street	\$1,860,160
	Portland Community College, St. Helens Center	1510 St. Helens St.	\$194,000
Care Facilities	Legacy Imaging & Radiology Services	475 S Columbia River Hwy	\$7,185,890
	Legacy Urgent Care Clinic	475 S Columbia River Hwy	Unknown
	Columbia Community Mental Health	58646 McNulty Way	Unknown
	Legacy Labs St. Helens	500 N Columbia River Hwy	Unknown
	Public Health Foundation of Columbia County	2370 Gable Rd	\$104,000
	Columbia Veterinary Clinic	35645 Firlok Park Blvd	Unknown
	St. Helens Senior Center	375 S 15th St	\$2,103,070
Community	St. Helens City Library	375 S 18th St	\$3,139,384
	McCormick Park	475 S 18th St & Portland Road	\$1,537,187
	Campbell Park	Vernonia & Allendale Dr	\$427,303
	Columbia View Park	Strand St & Columbia River	\$287,813
	Civic Pride Park	111 S 9th St	\$11,883
	Godfrey Park	N 4th St	\$33,802
	Heinie Heumann Park	S 15th St & Tualatin St	\$11,667
	6 <sup>th</sup> Street Park	6th St & West St	\$66,730
	Columbia Botanical Garden	N 6th St	Unknown
	Sand Island Marine Park	.75 mi from 265 Strand St	\$1,866,393
	Nob Hill Nature Park	6 <sup>th</sup> St & Plymouth St.	Unknown
	Walnut Tree Park		

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Table 9. City of St. Helens Critical Facilities and Infrastructure			
Facility Type	Name / Number	Address	Value <sup>1</sup>
	Grey Cliffs Park	Wyeth St. & Columbia River	Unknown
	Ascension Lutheran Church	1911 Columbia Blvd	Unknown
	Buccini Hall	165 S 145h St	Unknown
	Bethel Fellowship	104 N Vernonia Rd	\$127,600
	Calvary Chapel	213 S 1st St	Unknown
	Calvary Lutheran	58251 S Division Rd	\$191,340
	Christ Episcopal Church	35350 E Division Rd	\$292,700
	Church of Christ	295 S 18th St	Unknown
	Church of the Nazarene	2360 Gable Rd	Unknown
	First Christian Church	185 S 12th St	Unknown
	First Evangelical Church of St. Helens	225 3 <sup>rd</sup> St N	\$135,840
	First Evangelical Lutheran Church	360 Wyeth St	Unknown
	First Missionary Baptist Church	2625 Gable Rd	Unknown
	First United Methodist Church	560 Columbia Blvd	\$192,080
	Plymouth Presbyterian Church	2615 Sykes Rd	Unknown
	St Frederic Catholic Church	175 13th St S	\$390,800
	St. Helens Community Bible Church	35031 Millard Rd	\$79,700
	Sunset Park Community Church	174 Sunset Blvd	\$86,200
	The Church of Jesus Christ of Latter-Day Saints	2755 Sykes Rd	Unknown
	Yankton Baptist Church	33579 Pittsburgh Rd	\$45,400
State and Federal Highways	US Hwy 30		Approx 5 miles long
Railroads	Portland & Western Railroad		Approx. 5 miles long
Bridges	Milton Creek Bike and Pedestrian Bridge	GPD Coordinates 45deg51min1.47 secN 122deg48min52.41secW	\$546,000

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Table 9. City of St. Helens Critical Facilities and Infrastructure			
Facility Type	Name / Number	Address	Value <sup>1</sup>
	Old Portland Road Bridge	18th St and Old Portland Rd	\$1,500,000
	McNulty Way Bridge	58645 McNulty Way	\$1,754,691
	Tree Farm North Bridge	Salmonberry - 1 mile from 309C	\$82,507
	Milton Way Bridge	Milton Way	\$982,230
	Columbia Blvd Bridge	155 S Columbia River Hwy/Columbia Blvd	\$1,300,000
Transportation Facilities	Port of Columbia County	530 Milton Way	\$178,700
	CC Rider Transit Center	1155 Deer Island Road	Unknown
	St. Helens Public Docks	275 The Strand	Unknown
Utilities	Columbia River PUD	64001 Columbia River Hwy, Deer Island	\$166,400
	Waste Water Treatment Plant	451 Plymouth St	\$27,266,567
	Columbia County Talk Radio KOHI AM 1600	36200 Pittsburgh Rd	Unknown
	Water Reservoir - Old and New	Pittsburgh Rd & Battle Mountain Rd	\$4,112,483
	Water Reservoir - West Hill	West Hill & Pittsburgh Rd	\$2,000,000
	Boise Cascade Landfill	1300 Kaster Rd. 45.8476 N / -122.803 W	Unknown
	Department of Public Works	984 Oregon St	\$1,878,104
	Pump Station #12	N 1st St & Lemont St	\$198,265
	Pump Station #11	Parkwood Dr	\$132,768
	Pump Station #9 (Yachts Landing)	River St & marina	\$77,342
	Pump Station #8 (Clark St)	Clark St & Milton Wy	\$47,486
	Pump Station #7 (McNulty Creek)	Old Portland Rd & Reed Dr	\$225,607
	Pump Station #6	S 10th St	\$62,430
	Pump Station #5 (Elks)	Belton Rd	\$177,590
	Pump Station #4 (True Value)	Hwy 30 & Firlock	\$80,140
	Pump Station #3 (Kozy)	4th & Columbia Blvd	\$106,170
	Pump Station #2 (River)	River & St. Helens St	\$264,748
	Pump Station #1 (Klondike)	S 1st St & Cowlitz	\$163,899
Pump Station	Oregon St	258605	

## City of St. Helens Hazard Mitigation Plan- Annex

Facility Type	Name / Number	Address	Value <sup>1</sup>
	Fuel Tanks	984 Oregon St	32,295
	Waste Water Treatment Plant	451 Plymouth St	\$27,266,567
	Water Filtration Facility	1215 4th St - Columbia City	\$12,526,345
Dams	Salmonberry	Salmonberry Lake	No Value
	Dalton Lake Recreation Area	Dalton Lake Dam	No Value

**Sources:** FEMA HAZUS-MH, City of St. Helens

<sup>1</sup>Estimated and/or insured structural value for critical facilities and estimated values for critical infrastructure.  
NA = Not Available.

### National Flood Insurance Policy

National Flood Insurance Program data were obtained from the State Department of Land Conservation and Development. This data is significant for the vulnerability assessment as it identifies the impact of flooding, one of the most often repeated natural hazards for the county. This data is displayed in Table 10.

City of	Total Premiums (\$)	Policies A-Zone	Total Policies	Total Coverage (\$)	Average Premium (\$)	Total Claims Since 1978	Total Paid Since 1978 (\$)	Rep Loss Properties <sup>1</sup>
St. Helens	34,826	27	68	13,357,800	512.15	17	195,846	1

**Source:** FEMA SQANet.

<sup>1</sup>Content and building claims.

### Vulnerability Analysis

A vulnerability analysis predicts the extent of exposure, and the impacts that may result from a hazard event of a given intensity in each area. The analysis provides quantitative data that may be used to identify and prioritize potential mitigation measures by allowing communities to focus attention on areas with the greatest risk of damage. A vulnerability analysis is divided into five steps including asset inventory, methodology, data limitations, exposure analysis for current assets, and areas of future development.

## City of St. Helens Hazard Mitigation Plan- Annex

The following is derived from the best available data for facility locations and values. In many cases, values were unavailable, and therefore the totals listed below should be considered incomplete and likely less than the actual costs associated with the respective hazards

The vulnerability analysis development process is thoroughly discussed in the Columbia County Basic Plan, Section 6, which generated the following Hazard Exposure Analysis Overviews in Tables 11, 12, and 13.

Table 11. City of St. Helens Potential Hazard Exposure Analysis Overview							
<i>Population and Buildings</i>							
			Population Number	Buildings			
				Residential		Non-Residential	
Hazard Type	Hazard Area	Methodology	Number	Number	Value (\$)¹	Number	Value (\$)¹
Flood	Moderate	500-year floodplain	--	886	110,484,200	11	unknown
	High	100-year floodplain	--	903	112,604,100	11	unknown
Winter Storm		descriptive	12,883	4,109	512,392,300	31	unknown
Landslide	Moderate	>14-32 degrees	--	2,402	299,529,400	17	unknown
	High	>32-56 degrees	--	1,062	132,431,400	11	unknown
Wildland Fire	Moderate	Moderate fuel rank	--	3,760	468,872,000	31	unknown
	High	High fuel rank	--	3,395	423,356,500	25	unknown
	Very High	Very high fuel rank	--	1,420	177,074,000	15	unknown
	Extreme	Extreme fuel rank	--	10	1,247,000	0	unknown
Earthquake	Strong	9-20% (g)	--	3,772	470,368,400	31	unknown
	Very strong	20-40% (g)	--	0	--	0	unknown
	Severe	>40-60% (g)	--	0	--	0	unknown
Volcano		descriptive	12,883	4,109	512,392,300	31	unknown
Wind		descriptive	12,883	4,109	512,392,300	31	unknown
Erosion		within 300' of potential areas of erosion	--	540	67,338,000	8	unknown
Dam Failure	High	Inundation area	--	853	106,369,100	13	unknown



# City of St. Helens Hazard Mitigation Plan- Annex

Table 11. City of St. Helens Potential Hazard Exposure Analysis Overview							
<i>Population and Buildings</i>							
			Population	Buildings			
				Residential		Non-Residential	
Disruption of Utility and Transportation Systems		descriptive	12,883	--	--	31	unknown
Hazardous Material Event	1/4-mile buffered transportation routes	1/4-mile buffered transportation routes	--	1,333	166,225,100	16	unknown
	1/4-mile buffered EHS sites	1/4-mile buffered EHS sites*	--	--	--	--	unknown
Terrorism		descriptive	--	--	--	--	unknown
Infectious Disease Epidemic		descriptive	12,883				

<sup>1</sup> Average insured structural value of all residential buildings (including single-family dwellings, mobile homes, etc., is \$124,700 per structure).

Note-population by parcel was not available at the time this document was prepared. Once this data is available, a useful analysis of population and residential structures by hazard can easily be completed. \*0.25-mile buffered EHS sites were unable to be determined due to the use of census block data.

Table 12 City of St. Helens Potential Hazard Exposure Analysis Overview												
<i>Critical Facilities</i>												
			Government		Emergency Response		Educational		Care		Community	
Hazard Type	Hazard Area	Methodology	No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>
Flood	Moderate	500-year floodplain	3	6.4M	1	4.5M	--	--	--	--	3	3.7M
	High	100-year floodplain	3	6.4M	1	4.5M	--	--	1	323K	4	3.8M
Winter Storm		descriptive	4	6.8M	3	6.7M	9	2.7M	7	9.9M	29	9M
Landslide	Moderate	>14-32 degrees	2	4.5M	2	5M	3	694K	1	226K	11	668K
	High	>32-56 degrees	1	2.7M	1	4.5M	1	unknown	1	226K	4	230K
Wildland Fire	Moderate	Moderate fuel rank	4	6.8M	3	6.7M	9	2.7M	7	9.9M	28	7M
	High	High fuel rank	4	6.8M	3	6.7M	6	2.6M	3	653K	23	6.5M

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Table 12 City of St. Helens Potential Hazard Exposure Analysis Overview

*Critical Facilities*

			Government		Emergency Response		Educational		Care		Community	
Hazard Type	Hazard Area	Methodology	No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>
	Very High	Very high fuel rank	--	--	--	--	1	500K	1	226K	1	45K
	Extreme	Extreme fuel rank	--	--	--	--	--	--	--	--	--	--
Earthquake	Strong	9-20% (g)	4	6.8M	3	6.7M	9	2.7M	7	9.9M	29	9M
	Very strong	20-40% (g)	--	--	--	--	--	--	--	--	--	--
	Severe	>40-60% (g)	--	--	--	--	--	--	--	--	--	--
Volcano		descriptive	4	6.8M	3	6.7M	9	2.7M	7	9.9M	29	9M
Wind		descriptive	4	6.8M	3	6.7M	9	2.7M	7	9.9M	29	9M
Erosion		within 300' of potential areas of erosion	2	4.5M	1	4.5M	--	--	--	--	3	2.1M
Dam Failure	High	Inundation area	2	4.5M	1	4.5M	--	--	--	--	2	1.9M
Disruption of Utility and Transportation Systems		descriptive	4	6.8M	3	6.7M	9	2.7M	7	10M	29	9M
Hazardous Material Event	1/4-mile buffered transportation routes	1/4-mile buffered transportation routes	1	461K	--	--	5	340K	6	7.8M	9	660K
	1/4-mile buffered EHS sites	1/4-mile buffered EHS sites	4	6.8M	3	6.7M	7	2.2M	6	7.8M	26	8.5M
Terrorism		descriptive	4	6.8M	3	6.7M	9	2.7M	7	10M	29	9M

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**Table 13. City of St. Helens Potential Hazard Exposure Analysis Overview**

*Critical Infrastructure*

			Highways		Railroads		Bridges		Transportation Facilities		Utilities		Dams	
Hazard Type	Hazard Area	Methodology	Miles	Value (\$) <sup>1</sup>	Miles	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>
Flood	Moderate	500-year floodplain	--	--	--	--	3	3.8M	--	--	1	80K	--	--
	High	100-year floodplain	--	--	--	--	5	6.1M	--	--	4	392K	--	--
Winter Storm		descriptive	5	unknown	5	unknown	6	6M	1	178K	22	77M	1	unknown
Landslide	Moderate	>14-32 degrees	--	--	--	--	3	3.8M	--	--	8	46.6M	--	--
	High	>32-56 degrees	--	--	--	--	--	--	--	--	--	--	--	--
Wildland Fire	Moderate	Moderate fuel rank	--	--	--	--	5	6M	1	178K	13	48.7M	--	--
	High	High fuel rank	--	--	--	--	5	6M	1	178K	13	48.7M	--	--
	Very High	Very high fuel rank	--	--	--	--	3	3.8M	--	--	1	27.3M	--	--
	Extreme	Extreme fuel rank	--	--	--	--	--	--	--	--	--	--	--	--
Earthquake	Strong	9-20% (g)	--	--	--	--	5	6M	1	178K	13	48.7M	--	--
	Very strong	20-40% (g)	--	--	--	--	--	--	--	--	--	--	--	--
	Severe	>40-60% (g)	--	--	--	--	--	--	--	--	--	--	--	--
Volcano		descriptive	5	unknown	5	unknown	6	6M	1	178K	22	77M	1	unknown
Wind		descriptive	5	unknown	5	unknown	6	6M	1	178K	22	77M	1	unknown
Erosion		within 300' of potential areas of erosion	--	--	--	--	--	--	--	--	--	--	--	--
Dam Failure	High	Inundation area	--	--	--	--	1	1.7M	--	--	4	27.8M	--	--

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Table 13. City of St. Helens Potential Hazard Exposure Analysis Overview

*Critical Infrastructure*

			Highways		Railroads		Bridges		Transportation Facilities		Utilities		Dams	
Hazard Type	Hazard Area	Methodology	Miles	Value (\$) <sup>1</sup>	Miles	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>
Disruption of Utility and Transportation Systems		descriptive	5	unknown	5	unknown	6	6M	1	178K	22	77M	1	unknown
Hazardous Material Event	1/4-mile buffered transportation routes	1/4-mile buffered transportation routes	1	unknown	1	unknown	3	4M	1	178K	7	14.7M	--	--
	1/4-mile buffered EHS sites	1/4-mile buffered EHS sites					5	6.1M	1	178K	8	15M	--	--
Terrorism		descriptive	5	unknown	5	unknown	6	6M	1	178K	22	77M	1	unknown
Infectious Disease Epidemic		descriptive	5	unknown	5	unknown	6	6M	1	178K	22	77M	1	unknown

## Mitigation Strategy

The following section defines mitigation action identification and analysis as stipulated in DMA 2000 and its implementing regulations.

<b>DMA 2000 Requirements: Mitigation Strategy</b>	
<b>Planning Requirements</b>	
§201.6(c)(3)	The plan shall include the following:] A mitigation strategy that provides the jurisdiction’s blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs, and resources, and its ability to expand on and improve these existing tools.
§201.6(c)(3)(i)	The hazard mitigation strategy shall include a] description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.
§201.6(c)(3)(ii)	The hazard mitigation strategy shall include a] section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. All plans approved by FEMA after October 1, 2008, must also address the jurisdiction’s participation in the NFIP, and continued compliance with NFIP requirements, as appropriate.
§201.6(c)(3)(iii)	The hazard mitigation strategy shall include an] action plan, describing how the action identified in paragraph (c)(3)(ii) of this section will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.
§201.6(c)(3)(iv)	For multi-jurisdictional plans, there must be identifiable action items specific to the jurisdiction requesting FEMA approval or credit of the plan.
§201.6(c)(4)(ii)	The plan shall include a] process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvements, when appropriate.
<b>Planning Elements</b>	
<b>C1. Does the plan document each jurisdiction’s existing authorities, policies, programs and resources, and its ability to expand on and improve these existing policies and programs? 44 CFR 201.6(c)(3)</b>	
<b>C2. Does the Plan address each jurisdiction’s participation in the NFIP and continued compliance with NFIP requirements, as appropriate? 44 CFR 201.6(c)(3)(ii)</b>	
<b>C3. Does the Plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? 44 CFR 201.6(c)(3)(i)</b>	
<b>C4. Does the Plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure? 44 CFR 201.6(c)(3)(ii) and 44 CFR 201.6(c)(3)(iv)</b>	

**C5. Does the Plan contain an action plan that describes how the actions identified will be prioritized (including cost benefit review), implemented, and administered by each jurisdiction? 44 CFR 201.6(c)(3)(iii) and 44 CFR (c)(3)(iv)**

**C6. Does the Plan describe a process by which local governments will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? 44 CFR 201.6(c)(4)(ii)**

## Identify Mitigation Goals

City of St. Helens reviewed the Columbia County goals and determined they meet the City’s needs and subsequently adopted the Goals in Table 14 for the current planning period.

<b>Goal Number</b>	<b>Goal Description</b>
<b>1</b>	<b>Reduce the Threat to Life Safety</b> Enhance life safety by minimizing the potential for deaths and injuries in future disaster events.
<b>2</b>	<b>Protect Critical Facilities and Enhance Emergency and Essential Services</b> <ul style="list-style-type: none"> <li>• Implement activities or projects to protect critical facilities and infrastructure.</li> <li>• Seek opportunities to enhance, protect, and integrate emergency and essential services.</li> <li>• Strengthen emergency operations plans and procedures by increasing collaboration and coordination among public agencies, non-profit organizations, businesses, and industry.</li> </ul>
<b>3</b>	<b>Reduce the Threat to Property</b> <ul style="list-style-type: none"> <li>• Seek opportunities to protect, enhance and integrate emergency and essential services.</li> <li>• Strengthen emergency operations plans and procedures by increasing collaboration and coordination among public agencies, non-profit organizations, businesses, industries and the citizens of City of St. Helens.</li> </ul>
<b>4</b>	<b>Create a Disaster Resistant and Disaster-Resilient Economy</b> <ul style="list-style-type: none"> <li>• Develop and implement activities to protect economic well-being and vitality while reducing economic hardship in post disaster situations.</li> <li>• Reduce insurance losses and repetitive claims for chronic hazard events.</li> <li>• Work with State and Federal Partners to reduce short-term and long-term recovery and reconstruction costs.</li> <li>• Work with local and County organizations, such as Columbia Emergency Planning Association (CEPA) and Local Emergency Planning Commission (LEPC).</li> <li>• Expedite pre-disaster and post-disaster grants and program funding.</li> </ul>
<b>5</b>	<b>Increase Public Awareness, Education, Outreach, and Partnerships</b> <ul style="list-style-type: none"> <li>• Coordinate and collaborate, where possible, risk reduction outreach efforts with the Oregon Partners for Disaster Resistance &amp; Resilience and other public and private organizations.</li> <li>• Develop and implement risk reduction education programs to increase awareness among citizens, local, county, and regional agencies, non-profit organizations, businesses, and industry.</li> <li>• Promote insurance coverage for catastrophic hazards</li> <li>• Strengthen communication and coordinate participation in and between public agencies, citizens, nonprofit organizations, businesses, and industry.</li> </ul>

## Evaluate and Prioritize Mitigation Actions

Mitigation actions are activities, measures, or projects that help achieve the goals of a mitigation plan. Table 15 lists the mitigation actions developed during this mitigation planning process or offered during whole community planning activities. It is not intended that this plan will attempt

## City of St. Helens Hazard Mitigation Plan- Annex

to act on all of these action items, but the list will be maintained in order to provide documentation for future planning efforts.

Table 15. City of St. Helens Mitigation Actions Considered			
Hazard	Status	Comment	Description
<b>Natural Hazards</b>			
<b>Multi-Hazard (MH)</b>			
MH	Complete		Develop and incorporate building ordinances commensurate with building codes to reflect survivability from wind, seismic, fire, and other hazards to ensure occupant safety.
MH	Complete		Review ordinances and develop outreach programs to assure mobile homes and manufactured buildings are protected from severe wind and flood hazards. (Anchoring, elevation, and other methods as applicable)
MH	Complete		Review ordinances and develop outreach programs to assure fuel oil and propane tanks are properly anchored and hazardous materials are properly stored and protected from known natural hazards such as seismic or flooding events.
MH	<i>Ongoing</i>	Ordinances already exist	Cross reference and incorporate mitigation planning provisions into all community planning processes such as comprehensive, capital improvement, land use, transportation plans, etc to demonstrate multi-benefit considerations and facilitate using multiple funding source consideration.
MH	Complete		Develop and incorporate mitigation provisions and recommendations into zoning ordinances and community development processes to maintain the floodway and protect critical infrastructure and private residences from other hazard areas.
MH	<i>Ongoing</i>	Some units purchased for some locations.	Purchase and install generators with main power distribution disconnect switches for identified and prioritized critical facilities susceptible to short term power disruption. (i.e. first responder and medical facilities, schools, correctional facilities, and water and sewage pump stations, etc.)
MH	Consider	A few rods in place We get very few strikes	Install lightning rods and lightening grade surge protection devices on critical electronic components such as warning systems, communications equipment, and computers for critical facilities.
MH	Ongoing	Continual updating of EAP	Develop, produce, and distribute information materials concerning mitigation, preparedness, and safety procedures for all natural hazards.
MH	Consider	We will review issues and address with	Explore the need for, develop, and implement hazard zoning ordinances for high-risk hazard area land-use.

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Table 15. City of St. Helens Mitigation Actions Considered			
Hazard	Status	Comment	Description
		ordinances where applicable	
MH	Consider	Where signs will help or protect the public	Based on known high-risk hazard areas, identify hazard-specific signage needs and purchase and install hazard warning signs near these areas to notify and educate the public of potential hazards.
MH	<i>Ongoing</i>	We are working on identified repeat flooding areas to correct	Identify and list repetitively flooded structures and infrastructures, analyze the threat to these facilities, and prioritize mitigation actions to acquire, relocate, elevate, and/or flood proof to protect the threatened population.
MH	Complete	Ordinances exist	Install storm shutters, hurricane clips, bracing systems etc. to meet or exceed applicable building codes while reducing disaster damages.
MH	Ongoing	Ordinances Exist	Perform hydrologic and hydraulic engineering, and drainage studies and analyses. Use information obtained for feasibility determination and project design. This information should be a key component, directly related to a proposed project.
MH	Consider	We will review for applicability	Develop vegetation projects to restore clear cut and riverine erosion damage and to increase landslide susceptible slope stability.
MH	Consider	We will do this as money and opportunity allows	Retrofit structures to protect them from seismic, floods, high winds, earthquakes, or other natural hazards.
MH	Complete	We have rules to control this and presently do not have public buildings in harm's way	Acquire, demolish, or relocate structures from hazard prone area. Property deeds shall be restricted for open space uses in perpetuity to keep people from rebuilding in hazard areas.
MH	Consider	As bridges are replaced this will normally be accomplished	Harden utility headers located along river embankments to mitigate potential flood, debris, and erosion damages.
MH	Complete	Public Works and City	Establish a formal role for the jurisdictional Hazard Mitigation Planning Committees to develop a sustainable process to implement, monitor, and evaluate citywide mitigation actions.



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Table 15. City of St. Helens Mitigation Actions Considered			
Hazard	Status	Comment	Description
		Council will do this	
MH	<i>Ongoing</i>	Ongoing process	Identify and pursue funding opportunities to implement mitigation actions.
MH	Ongoing	We have such a mechanism in HSEMC & LEPC	Develop public and private sector partnerships to foster hazard mitigation activities.
MH	<i>Ongoing</i>	Partly exists already	Integrate the Mitigation Plan findings into planning and regulatory documents and programs and into enhanced emergency planning.
<b>Flood</b>			
Flood	<i>Ongoing</i>	GIS already has flood maps and buildings. Partially complete	Develop and maintain GIS mapped critical facility inventory for all structures located within 100-year and 500-year floodplains.
Flood	Complete	Most buildings mapped	Develop and maintain GIS mapped inventory, and develop prioritized list of residential and commercial buildings within 100-year and 500-year floodplains.
Flood	Consider	Can be done as funds allow	Develop and maintain GIS mapped inventory of repetitive loss properties to include the types and numbers of properties.
Flood	Ongoing	Engineering is working on this.	Develop and implement mitigation actions for repetitive loss properties.
Flood	Complete	Locations already identified	Develop and maintain an inventory of locations subject to frequent storm water flooding based on most current USACOE flood data.
Flood	Ongoing	Awaiting state input	Request DOGAMI debris flow and lahar data be included in FIRM updates. Use the updated FIRMS for land use and mitigation planning.
Flood	Ongoing	Work is being done to mitigate or consider such	Determine and implement most cost beneficial and feasible mitigation actions for locations with repetitive flooding and significant damages or road closures.
Flood	Consider	We will work on this as time and funds allow	Develop an outreach program to educate public concerning NFIP participation benefits, floodplain development, land use regulation, and NFIP flood insurance availability to facilitate continued compliance with the NFIP.
Flood	Complete	Done	Develop, implement, and enforce floodplain management ordinances.

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Table 15. City of St. Helens Mitigation Actions Considered			
Hazard	Status	Comment	Description
Flood	Ongoing	I & I Project	Develop outreach program to educate residents concerning flood proofed well and sewer/septic installation.
Flood	Ongoing	Have installed in two locations within city	Install new streamflow and rainfall measuring gauges.
Flood	Ongoing	Rules exist as do programs to accomplish	Develop, or revise, adopt, and enforce storm water ordinances and regulations to manage run-off from new development, including buffers and retention basins.
Flood	Consider	We will accomplish where applicable	Construct earthen berms to divert flood flows into bridge or culvert openings. The earth fill should be erosion-resistant and the berms should be covered with erosion-resistant fabric, armoring materials, or vegetation.
Flood	Ongoing	We will accomplish where applicable and as funds are available	Increase culvert size to increase its drainage efficiency.
Flood	Ongoing	Where applicable	Construct debris basins to retain debris in order to prevent downstream drainage structure clogging.
Flood	Complete	Done where applicable	Install debris cribs over culvert inlets to prevent inflow of coarse bed-load and light floating debris.
Flood	Consider	Where applicable and when funds available	Construct debris deflectors to deflect the major portion of debris away from culvert entrances and bridge piers. They are normally "V" shaped.
Flood	Consider	Where applicable and when funds available	Install debris fins upstream of a culvert to align debris so that the debris will pass through a drainage opening without clogging the inlet. They are sometimes used on bridge piers to deflect drifting materials.
Flood	Ongoing	Done on new development and will review for older areas	Create detention storage basins, ponds, reservoirs etc. to allow water to temporarily accumulate to reduce pressure on culverts and low water crossings. Water ultimately returning to its watercourse at a reduced flow rate.
Flood	Consider	Where applicable and when funds available	Install triangular or circular flow deflectors on or immediately upstream from bridge footings to deflect water flow and reduce flow velocities preventing footing scour.
Flood	Consider	Where applicable and	Construct a high water overflow crossing to carry flood flows from over bank areas.

## City of St. Helens Hazard Mitigation Plan- Annex

Table 15. City of St. Helens Mitigation Actions Considered			
Hazard	Status	Comment	Description
		when funds available	
Flood	Consider	Where applicable and when funds available	Create relief drainage ditch opening using a culvert, bridge, or multiple culverts; to relieve rapid water accumulation during high water flow events. .
Flood	Consider	Where applicable and when funds available	Modify existing culverts by developing a ring compression, by flattening, or beveling the end of a circular culvert to match the angle of the embankment. May need to install flanges to stiffen the beveled section of the culvert.
Flood	Consider	Where applicable and when funds available	Construct spur dikes along the embankments to direct flood flows into a bridge opening or away from a continuous impact site.
Flood	Ongoing	Where applicable and when funds available	Construct concrete wing walls at culvert or bridge entrances and outlets to direct water flow into their openings
Flood	Complete	Done	Provide flood protection to mitigate damage and contamination of wastewater treatment systems.
Flood	Consider	Where applicable and when funds available	Develop and implement flood risk reduction program and outreach efforts considering upstream storage, channel improvements, and flood walls or levee construction.
<b>Winter Storms</b>			
Winter Storms	Ongoing	Need to develop a program	Develop and implement programs to coordinate maintenance and mitigation activities to reduce risk to public infrastructure from severe winter storms.
Winter Storms	Complete	We will add back up power as funding allows.	Develop critical facility list needing emergency back-up power systems, prioritize, seek funding and implement mitigation actions.
Winter Storms	Ongoing	We will review as to applicability	Develop and implement tree clearing mitigation programs to keep trees from threatening lives, property, and public infrastructure from severe weather events.
Winter Storms	Complete	Rules exists for this	Develop, implement, and maintain partnership program with electrical utilities to use underground utility placement methods where possible to reduce or eliminate power outages from severe winter storms. Consider developing incentive programs.
Winter Storms	Ongoing	Partly done with power provider	Develop personal use and educational outreach training for a “safe tree harvesting” program. Implement along utility and road corridors, preventing potential winter storm damage.

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<b>Table 15. City of St. Helens Mitigation Actions Considered</b>			
<b>Hazard</b>	<b>Status</b>	<b>Comment</b>	<b>Description</b>
Winter Storms	Complete	City has linkage and contacts	Purchase NOAA Weather radios and develop a web portal linking residents to various weather information sites. (NWS, FEMA, The Weather Channel).
Winter Storms	Ongoing	Partially Complete City has some equip for measuring	Install new streamflow and precipitation measuring gauges and develop monitoring and early warning program.
Winter Storms	Consider	We will review with School District	Develop outreach program with school district contests having students develop, display, and explain mitigation projects or initiatives.
Winter Storms	Consider	We will review with applicable agencies	Develop early warning test program partnering with NOAA, City Police, Fire Departments, and Volunteer Fire Department to coordinate tests.
Winter Storms	Complete	Rules exist	Implement and enforce the most current Uniform International, and State, Building Codes to ensure structures can withstand winter storm hazards such as high winds, rain, water and snow.
Winter Storms	Consider	Power company issue (Community Partner)	Increase power line wire size and incorporate quick disconnects (break away devices) to reduce ice load power line severe wind or winter ice storm event failure.
Winter Storms	Consider	Where applicable and when funds available	Review critical facilities and government building energy efficiency, winter readiness, and electrical protection capability. Identify, prioritize, and implement infrastructure upgrade or rehabilitation project prioritization and development.
<b>Landslide</b>			
Landslide	Complete	Done by State	Develop comprehensive geological landslide and rockslide prone area maps.
Landslide	Complete	Rules exist	Develop, implement and enforce property development landslide risk assessment procedures to identify potential facility vulnerability.
<b>Wildland Fire</b>			
Wildland Fire	Ongoing	Partially Complete In process and should be done by Dec 2009	Identify critical facilities and vulnerable populations based on mapped high hazard areas.
Wildland Fire	Consider	Where applicable and	Identify evacuation routes away from high hazard areas and develop outreach program to educate the public concerning warnings and evacuation procedures.

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Table 15. City of St. Helens Mitigation Actions Considered			
Hazard	Status	Comment	Description
		when funds available	
Wildland Fire	Complete	Fire District has done	Develop Community Wildland Fire Protection Plans for all at-risk communities.
Wildland Fire	Ongoing	By Fire District	Provide real-time internet access and interagency cooperation to decrease wildland fire warning times.
Wildland Fire	Complete	By fire district	Hold "Ready, Set, Go" workshop to educate residents and contractors concerning fire resistant landscaping.
Wildland Fire	Consider	Need property rules	Promote "Ready, Set, Go" building siting, design, and construction materials.
Wildland Fire	Complete	Done	Develop "Ready, Set, Go" Public Service Announcements (PSA).
Wildland Fire	Consider	Provided by Fire District	Provide wildland fire information in an easily distributed format for all residents.
Wildland Fire	Ongoing	Scheduled per Fire Code	Schedule and perform government facility "fire drills" per Fire Code
Wildland Fire	Complete	Fire district is leading this	Conduct residential audits for wildland and building fire hazard identification then develop an outreach program to convey the findings.
Wildland Fire	Complete	Rules exist	Develop, adopt, and enforce burn ordinances that require burn permits, restricts campfires, and controls outdoor burning.
Wildland Fire	Consider	Where applicable and when funds available	Develop outreach program to educate and encourage fire-safe construction practices for existing and new construction in high risk areas.
Wildland Fire	Consider	Fire District is conduct this	Develop outreach program to educate and encourage home landscape cleanup (defensible space) and define debris disposal programs.
Wildland Fire	Consider	Where applicable and when funds available	Identify, develop, and implement, and enforce mitigation actions such as fuel breaks and reduction zones for potential wildland fire hazard areas.
<b>Earthquake</b>			
Earthquake	Consider	Where applicable and when funds available	Supplement State Seismic Needs Analysis data (schools, fire, law enforcement). Complete inventory of public and commercial buildings that may be particularly vulnerable to earthquake damage.
Earthquake	Consider	Where applicable and when funds available	Identify high seismic hazard areas; develop a wood-frame residential building inventory and an outreach program to educate population concerning facilities particularly vulnerable to earthquake damage, such as pre-1940s homes and homes with cripple wall foundations.

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Table 15. City of St. Helens Mitigation Actions Considered			
Hazard	Status	Comment	Description
Earthquake	Ongoing	Available at City Hall	Disseminate FEMA pamphlets to educate and encourage homeowners concerning seismic structural and non-structural retrofit benefits.
Earthquake	Consider	As funds allow	Retrofit important public facilities with significant seismic vulnerabilities, such as unreinforced masonry construction.
Earthquake	Complete	Done by State	Retrofit bridges that are not seismically adequate for lifeline transportation routes.
Earthquake	Complete	Done	Update existing (or adopt the most current) Uniform Building Code
Earthquake	Complete	Done	Implement and enforce the Uniform, International, and State Building Codes.
Earthquake	Complete	Done	Inspect and/or certify all new construction.
Earthquake	Consider	We will consider as advised and as funded	Develop public outreach program to train earthquake safety; perform drop-cover-hold drills at schools and public facilities.
Earthquake	Ongoing	As personnel and funding allows	Develop outreach program to educate population concerning household, business, and public facility mitigation measures. For example, staff public information tables at fairs, safety events, and festivals.
Earthquake	Ongoing	As personnel and funding allows	Develop outreach program to educate residents concerning benefits of increased seismic resistance and modern building code compliance during rehabilitation or major repairs for residences or businesses.
Earthquake	Consider	Some are earthquake and others not and will have to wait for funding	Inspect, prioritize, and retrofit any critical facility or public infrastructure that does not meet current Building Codes.
Earthquake	Complete	Inventory made but priorities not set	Identify and prioritize a list of critical facilities with unreinforced masonry problems including non-structural projects such as brick chimney bracing or replacement, water heater bracing, and anchoring, etc.
Earthquake	Ongoing	We will review and fund as allowed	Evaluate critical public facility seismic performance for fire stations, public works buildings, potable water systems, wastewater systems, electric power systems, and bridges within the jurisdiction.
Earthquake	Consider	Possibly done with other outreaches	Develop outreach program for educating private facilities concerning alternative or emergency power source acquisition to enable them to deliver food, fuel, and medical services during disaster emergency response and recovery efforts.

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<b>Table 15. City of St. Helens Mitigation Actions Considered</b>			
<b>Hazard</b>	<b>Status</b>	<b>Comment</b>	<b>Description</b>
Earthquake	Completed	LEPC	Encourage utility companies to evaluate and harden vulnerable infrastructure elements for sustainability.
Earthquake	Completed	LEPC	Develop partnerships to mitigate hazards that result in jurisdictional facility lifeline or emergency transportation route closures.
<b><i>Volcano</i></b>			
Volcano	Ongoing	Tree developed already	Update public emergency notification procedures and develop an outreach program for ash fall events.
Volcano	Completed	We have such rules	Update emergency response planning and develop client focused outreach program for ash fall events affecting river, air, and highway transportation, and industrial facilities and operations.
Volcano	Consider	Where applicable and when funds available	Evaluate ash impact on storm water drainage system and develop mitigation actions.
<b><i>Wind</i></b>			
Wind	Complete	Existing rules	Review ordinances and develop outreach programs to assure mobile homes and manufactured buildings are protected from severe wind and flood hazards. (Anchoring, elevation, siting, and other methods as applicable)
Wind	Ongoing	New development is to underground	Identify and prioritize critical facilities' overhead utilities that could be placed underground to reduce power disruption from wind storm / tree blow down damage.
Wind	Complete	Done	Revise requirements to place utilities underground to reduce power disruption from wind storm / tree blow down damage when upgrading or during new development.
Wind	Consider	Power company will review	Increase power line wire size and incorporate quick disconnects (break away devices) to reduce ice load power line failure during severe wind or winter ice storm events.
Wind	Consider	Where applicable and when funds available	Develop prioritized location list to construct safe rooms to provide tornado and severe wind shelters for public and private use. Projects must meet requirements in FEMA 320 and FEMA 361.
<b><i>Erosion</i></b>			
Erosion	Ongoing	Being done for at least one project	Apply for grants/funds to implement riverbank protection methods.
Erosion	Consider	We will look to see if it applies	Develop and provide information to all residents on riverbank erosion and methods to prevent it in an easily distributed format

## City of St. Helens Hazard Mitigation Plan- Annex

<b>Table 15. City of St. Helens Mitigation Actions Considered</b>			
<b>Hazard</b>	<b>Status</b>	<b>Comment</b>	<b>Description</b>
Erosion	Ongoing	Resolved as needed	Install riprap, or pilings to harden or "armor" a stream bank where severe erosion occurs.
Erosion	Ongoing	Resolved as needed	Install bank protection such as rock, concrete, asphalt, vegetation, or other armoring or protective materials to provide river bank protection.
Erosion	Ongoing	We will review where applicable	Harden culvert entrance bottoms with asphalt, concrete, rock, to reduce erosion or scour.
Erosion	Ongoing	Where applicable and when funds available	Install walls at the end of a drainage structure to prevent embankment erosion at its entrance or outlet. (end walls).
Erosion	Ongoing	We will review for applicability	Install flared outlets or end sections at culvert entrances and outlets to match the embankment slope to reduce erosion and scour at the entrance and exit points during high flow.
Erosion	Consider	We will review for applicability	Install flow diverters a short distance into a water body, tied into the bank, to protect from erosion at their end. Designed to redirect water flow away from embankments.
Erosion	Ongoing	We will review for applicability	Install channel lining using pipe, rock, concrete, or asphalt to reduce scouring embankments and ditch bottom erosion.
Erosion	Ongoing	Rules in place	Install bank revetment protection to prevent erosion.
<b><i>ENSO (El Niño/La Niña)</i></b>			
ENSO (El Niño/La Niña)	Consider	Will use public forums and news articles	Educate public regarding weather patterns associated with El Niño / La Niña.
<b><i>Expansive Soils</i></b>			
Expansive Soils	Complete	Rules exist	Require building design, engineering, and construction processes that address expansive soil conditions at potentially affected building sites.
Expansive Soils	Consider	We will review for applicability	Plant trees a distance equal to their mature height away from a structure built on expansive soils. Minimum distance from foundation is 15 feet.
Expansive Soils	Complete	Rules exist	Require road design, engineering, and construction processes that address expansive soil conditions. Water absorption prevention, impermeable membrane, soil compaction, and drainage methods need to be considered once geologic studies determine soil composition.
<b><i>Disruption of Utility and Transportation Systems (DUTS)</i></b>			
Disruption of Utility and Transportation	Consider	News articles and public forum	Develop outreach program to educate and encourage residents to maintain several days of emergency supplies for power outages or road closures.



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<b>Table 15. City of St. Helens Mitigation Actions Considered</b>			
<b>Hazard</b>	<b>Status</b>	<b>Comment</b>	<b>Description</b>
Systems (DUTS)			
DUTS	Complete	Plan developed	Review and update emergency response plans for utility disruptions.
DUTS	Complete	Plan developed	Review and update emergency response plans for transportation route disruptions.
DUTS	Ongoing	Will accomplish as time and funds permit	Identify and prioritize all “jurisdiction owned” & “non-jurisdiction owned” critical facilities that have backup power and emergency operations plans.
DUTS	Ongoing	Will accomplish as time and funds permit	Purchase backup power systems for all identified critical facilities.
<b><i>HAZMAT</i></b>			
HAZMAT	Complete	Plan developed	Enhance emergency planning, emergency response training, and equipment acquisition to address hazardous materials incidents for emergency and first responders and public works staff.
HAZMAT	Complete	Trained to handle substances that the City controls	Train Public Works staff to identify extremely hazardous substances (EHS) and to follow EMS protocols.
HAZMAT	Ongoing	County plan	Develop outreach program to educate the public regarding chemical hazards, safe handling, storage, and disposal procedures.
HAZMAT	Completed	Addressed in EOP	Research, develop, and implement methods to protect waterways from hazardous materials events.
HAZMAT	Complete	Fire District has it	Prepare a site-specific summary of hazardous materials used, stored, and commonly transported in the jurisdictional area. The summary should include mapped facility locations with a hazardous materials inventory, emergency response protocols, and mitigation actions.
<b><i>Terrorism</i></b>			
Terrorism	Completed	Addressed in EOP	Enhance emergency planning, organization, equipment, exercise, and emergency response training to address all potential terrorist incidents.
Terrorism	Complete	City critical facilities secured to level we see as necessary	Upgrade physical security, detection, and response capability for critical facilities using information obtained from hazard assessments and risk analysis. Include water systems and any high-profile facilities such as major timber industry facilities and sites with large quantities of hazardous substances (HS) and extremely hazardous substances (EHS).

## City of St. Helens Hazard Mitigation Plan- Annex

Hazard	Status	Comment	Description
Infectious Disease Epidemic (IDE)	Ongoing	Plan exists	Enhance emergency planning, organization, equipment, exercise, and emergency response training to address all potential terrorist incidents.
IDE	Ongoing	Participating in exercises	Enhance emergency planning, organization, equipment, exercise, and emergency response training to address all potential terrorist incidents.

### Mitigation Action Plan

The Steering Committee has evaluated and prioritized each of the considered mitigation actions to determine which would be included in the Mitigation Action Plan. The Committee then determined the responsible agency and potential funding sources. The Mitigation Action Plan represents mitigation projects and programs to be implemented through the cooperation of multiple entities.

Upon review, the Steering Committee assigned a high priority ranking to actions that best fulfill the goals of the HMP and are appropriate and feasible for the City and responsible entities to implement during the 5-year lifespan of this version of the HMP. As such, the Steering Committee determined that only the mitigation actions that received a high priority ranking would be included in the City's Mitigation Action Plan. Table 16 depicts the City's mitigation actions grouped by hazard and in descending priority order within each hazard.

Hazard	Description	Managing Department / Agency	Timeframe	Potential Funding Source(s)	Benefit-Costs / Technical Feasibility
<b>Natural Hazards</b>					
<b>Multi-Hazard (MH)</b>					
MH	Educate staff and public about possible hazard events	HZMP committee	2 yrs.	General	BC: TBD TF: Yes
MH	Install lighting rods to protect City's communications and electronic gear	HZMP committee	2-5 yrs.	General /enterprise	BC: TBD TF: Yes

## City of St. Helens Hazard Mitigation Plan- Annex

Table 16 City of St. Helens Mitigation Action Plan Matrix					
Hazard	Description	Managing Department / Agency	Timeframe	Potential Funding Source(s)	Benefit-Costs / Technical Feasibility
MH	Install hazard warning signs where applicable	HZMP committee	2-5 yrs.	General /enterprise	BC: TBD TF: Yes
MH	Purchase and install generators	PW	2-5 yrs.	Enterprise/ General	BC: TBD TF: Yes
MH	Cross reference and incorporate resiliency planning provisions into all community planning processes and master planning efforts	Eng/Plan	1-5yrs.	General	BC: TBD TF:Yes
MH	Educate all on safety issues of hazards/mitigation procedures	HZMP	1-2 yrs.	General	BC: TBD TF: Yes
MH	Create or improve ordinances	HZMP/Admin	2-3 yrs.	General	BC: TBD TF: Yes
MH	Formalize HZMP comm. roles	Admin/PW	1-2 yrs.	Gen/Other	BC: TBD TF: Yes
MH	Integrate the Mitigation Plan into Emer Plans	Emer Mgmt Comm	1-2 yrs.	General	BC: TBD TF: Yes
<b>Flood</b>					
Flood	GIS updates on flood areas and hazards	Plan/GIS	2-3 yrs.	General/ Enterprise	BC: TBD TF: Yes
Flood	Develop GIS maps on repeat hazard damages	Plan/Gis	2-3 yrs.	Enterprise	BC: TBD TF: Yes
Flood	Develop plan to mitigate repeat flooding issues	Eng/PW	1-2 yrs.	Enterprise	BC: TBD TF: Yes
Flood	Request DOGAMI debris flow data	Eng/Plan	1 yr.	General	BC: TBD TF: Yes
Flood`	Develop program to educate public on floods	Eng/Plan	1 yr.	General	BC: TBD TF: Yes
Flood	Develop mitigation programs for flooding	Eng/PW	1-10 yrs.	Enterprise	BC: TBD TF: Yes
<b>Winter Storms</b>					
WS	Improve plans and exercise	Admin/safety	1-2 yrs.	General	BC: TBD TF: Yes
WS	Develop early warning system/program	Eng/PW	1-2 yrs.	Enterprise	BC: TBD TF: Yes
<b>Wildfires</b>					

# City of St. Helens Hazard Mitigation Plan- Annex

Table 16 City of St. Helens Mitigation Action Plan Matrix					
Hazard	Description	Managing Department / Agency	Timeframe	Potential Funding Source(s)	Benefit-Costs / Technical Feasibility
WF	Develop an education program on wildfire issues	Eng/PW/Fire Dept.	1 yr.	General	BC: TBD TF: Yes
<b>Earthquake</b>					
Earthquake	Survey and retrofit buildings as required	HZMP/Building	2-10 yrs.	General	BC: TBD TF: Yes
Earthquake	Develop public ed program	Admin	1-3 yrs.	General	BC: TBD TF: Yes
Earthquake	Develop plans to handle when it happens	Emer Mgmt Comm	1 yr.	General	BC: TBD TF: Yes
<b>Volcano</b>					
Volcano	Include in emergency management plan	Emer/HZMP	1-3 yrs.	General	BC: TBD TF: Yes
Volcano	Evaluate impact on infrastructure	Eng/PW	2-4 yrs.	Enterprise	BC: TBD TF: Yes
<b>ENSO (El Niño/La Niña)</b>					
ENSO	Educate public on this subject	PW/Admin	1-3 yrs.	General	BC: TBD TF: Yes
<b>Manmade and Technological Hazards</b>					
<b>Disruption of Utilities and Transportation Systems (DUTS)</b>					
DUTS	Continue outreach program to educate and encourage residents to maintain several days of emergency supplies for power outages or road closures.	City Admin	Ongoing	General Fund	BC: TBD TF: Yes
<b>Hazardous Materials</b>					
Hazmat	Research, develop and implement methods to protect waterways from hazardous materials	Eng/Fire Dept.	2-4 yrs.	Enterprise	BC: TBD TF: Yes
<b>Terrorism</b>					
Terrorism	Enhance emergency plans	Emer Mgmt Comm	1 yr.	General	BC: TBD TF: Yes

## **Plan Adoption and Maintenance**

The following section provides documentation of the formal adoption of this annex by the governing board of the district or the city council/county commission of the jurisdiction. It also identifies the standing committee that will be responsible for future reviews between update periods.

<b>DMA 2000 Requirements: Plan Review, Evaluation, Implementation, and Adoption</b>	
<b>Planning Requirements</b>	
§201.6(d)(3)	A local jurisdiction must review and revise its plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and resubmit if for approval within 5 years in order to continue to be eligible for mitigation project grant funding.
§201.6(c)(5)	The plan shall include...] Documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval of the plan (e.g., City Council, County commissioner, Tribal Council). For multi-jurisdictional plans, each jurisdiction requesting approval of the plan must document that it has been formally adopted.
<b>Planning Elements</b>	
<b>D1. Was the plan revised to reflect changes in development? 44 CFR 201.6(d)(3)</b>	
<b>D2. Was the plan revised to reflect progress in local mitigation efforts? 44 CFR 201.6(d)(3)</b>	
<b>D3. Was the plan revised to reflect changes in priorities? 44 CFR 201.6(d)(3)</b>	
<b>E1. Does the Plan include documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval? 44 CFR 201.6(c)(5)</b>	
<b>E2. For multi-jurisdictional plans, has each jurisdiction requesting approval of the plan documented formal plan adoption? 44 CFR 201.6(c)(5)</b>	

## Resolution of Adoption

*City of St. Helens*

### **RESOLUTION NO. xxxx**

#### A RESOLUTION ADOPTING A HAZARD MITIGATION PLAN UPDATE FOR THE CITY OF ST. HELENS AND SUPERSEDING RESOLUTION NO. 1677

**Whereas**, City of St. Helens, Oregon has experienced repetitive disasters that have damaged commercial, residential and public properties, displaced citizens and businesses, and presented general public health and safety concerns; and

**Whereas**, the City of St. Helens, Oregon has prepared a *Multi-Jurisdictional Hazard Mitigation Plan* that outlines the City of St. Helens, Oregon options to reduce overall damage and impact from natural hazards; and

**Whereas**, the *Multi-Jurisdictional Hazard Mitigation Plan* has been reviewed by community residents, business owners, and federal, state and local agencies, and has been revised to reflect their concerns;

**NOW, THEREFORE, BE IT RESOLVED** that:

1. The *Multi-Jurisdictional Hazard Mitigation Plan* is hereby adopted as an official plan of City of St. Helens, Oregon.
2. A hazard mitigation planning group is hereby established as a permanent advisory body. The Hazard Mitigation Planning Team Leader shall designate its members, subject to the approval of the County and the participating jurisdictions. They shall serve one-year terms. The group's duties shall be as designated in the *Multi-Jurisdictional Hazard Mitigation Plan*.
3. The Hazard Mitigation Planning Coordinator is charged with supervising the implementation of the Plan's recommendations within the funding limitations as provided by City of St. Helens, Oregon or other sources.
4. The Hazard Mitigation Planning Coordinator shall give priority attention to the goals identified in Table 14 of the City of St. Helens, Oregon Appendix, and the

## City of St. Helens Hazard Mitigation Plan- Annex

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actions listed in Table 15 of the City of St. Helens, Oregon Appendix to the *Multi-Jurisdictional Hazard Mitigation Plan* and:

5. The Hazard Mitigation Planning Coordinator shall convene the hazard mitigation planning group annually. The planning group shall monitor implementation of the plan and shall submit a written progress report to the City Council of City of St. Helens, Oregon in accordance with the following format:
  - a. A review of the original plan.
  - b. A review of any disasters or emergencies that occurred during the previous calendar year.
  - c. A review of the actions taken, including what was accomplished during the previous year.
  - d. A discussion of any implementation problems.
  - e. Recommendations for new projects or revised action items. Such recommendations shall be subject to approval by the City Council of City of St. Helens, Oregon.

**APPROVED AND ADOPTED** this 1<sup>st</sup> day of May, 2019.

Ayes: Locke, Carlson, Topaz, Morten, Scholl

Nays: None

/s/ \_\_\_\_\_

Rick Scholl, Mayor

ATTEST:

/s/ \_\_\_\_\_

Kathy Payne, City Recorder

## Standing Review Committee

The following table identifies the members of the Standing committee that will meet quarterly to review the HMP annex and provide a running update.

Table 17. City of St. Helens Standing Hazard Mitigation Committee	
Name	Agency/Department/Affiliation
John Walsh	City Administrator
Sue Nelson	Public Works Engineering Director
Dave Elder	Public Works Supervisor
Jacob Graichen	City Planner/Flood Plain Administrator
Michael De Roia	Building Official
Shaun Brown	Columbia County Emergency Management



**City of St. Helens**  
**RESOLUTION NO. 1845**

A RESOLUTION DETERMINING THAT A NUISANCE EXISTS UPON PROPERTY  
LOCATED AT 922 COWLITZ STREET WITHIN THE CITY OF ST. HELENS AND  
DIRECTING THAT NOTICE TO ABATE THE NUISANCE BE POSTED ON SAID  
PREMISES

**WHEREAS**, St. Helens Municipal Code (SHMC) Section 8.14.030(4) provides that “[i]f a structure is vacant and in violation of one of more of the provisions of this chapter, the building official may order the structure closed up so as not to be an attractive nuisance;” and

**WHEREAS**, the structures located at 922 COWLITZ STREET, St. Helens, Oregon were determined by the Building Official to be in violation of one or more provisions of Chapter 8.14 of the St. Helens Municipal Code and therefore a nuisance pursuant to the ordinance.

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

**Section 1.** The structures at 922 COWLITZ STREET, St. Helens, Oregon have been deemed a dangerous building under SHMC 15.020 and constitutes an attractive nuisance under SHMC Chapter 8.12.070(1)(a), based on the photographs of the premises, attached hereto and incorporated by reference, and information from the Building Official. Council finds that the photographs show doors and openings allowing entry into structures that are dilapidated and deteriorating. The structures were previously posted to as uninhabitable but that posting has not resolved the problem of vagrants entering the premises. Council hereby directs that the premises located at 922 COWLITZ ST be secured to prevent persons from entering these unsafe building(s).

**Section 2.** Pursuant to SHMC 8.2.220, Council hereby delegates a temporary remedy of boarding up the structures so as to prevent entry into the structures. Such boarding up shall take place as soon as possible under the circumstances. Council further directs that this nuisance be permanently abated within 30 days from the date of this resolution.

**Section 3.** Council hereby directs a notice to be posted at 922 COWLITZ STREET, St. Helens, Oregon which contains: a description of the real property, by street address or otherwise; a direction to remove the nuisance within 30 days of the date of the notice; a description of the nuisance; a statement that unless such structures are immediately sufficiently secured to prevent access into them, the City will perform temporary nuisance abatement and secure said structures and that the costs shall be a lien against the property; furthermore, unless a permanent abatement of the nuisance is performed within 30 days of this resolution, the City will permanently remove the nuisance and secure the property and that the costs shall be a lien against the property; and a statement that the person in charge of the property may protest the action by giving notice to the City Recorder within ten (10) days from the date of the notice.

**Section 4.** The City Recorder shall cause a copy of said notice to be forwarded by registered or certified mail, postage prepaid, to the person in charge of the property at the last known address of such person. That notice shall contain all the elements listed in paragraph 2., supra, that is, the posting. If the person responsible for the nuisance is not the owner, an additional notice shall be sent to the owner, stating that the cost of abatement not paid by the person responsible may be assessed to and become a lien on the property.

**Approved and adopted** by the City Council on May 1, 2019, by the following vote:

Ayes:

Nays:

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

ATTEST:


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







## COUNCIL ACTION SHEET

<b>To:</b>	The Mayor and Members of City Council	
<b>From:</b>	Sue Nelson, Public Works Engineering Director	
<b>Date:</b>	1 May 2019	
<b>Subject:</b>	Award Contract for the 2019 Annual Street Striping Project, R-689	

### Background:

The long lines (centerline skips, fog lines, and bike lane striping) on City streets require annual repainting to maintain visibility and reflectivity which requires specialized equipment and materials that the City does not own. This necessary work is contracted out on an annual basis based on competitive quotes from qualified contractors.

Quotes were requested from three qualified contracting firms and were due by on Tuesday April 23, 2019. The results are as follows:

FIRM	LOCATION	BID
Specialized Pavement Marking, Inc.	Tualatin, OR	\$19,504.00
Apply-A-Line, Inc.	Portland, OR	\$20,577.50
Hicks Striping and Curbing, Inc.	Brooks, OR	No Bid

The estimate for the project is \$25,000 and funds are included annually in the adopted budget.

### Recommendation:

Award the contract for the 2019 Annual Street Striping Project to Specialized Pavement Marking, Inc. as the lowest responsive bidder and authorize the Mayor to execute a Materials and Services Contract for the 2019 Annual Street Striping Project, R-689. Contract will be at the rate prescribed in that firm's submitted bid.



MFA WORK ORDER AUTHORIZATION

Between MFA and City of St. Helens (Client).

Signing of this Authorization by MFA and Client authorizes MFA to complete the Work as described below under the terms and conditions of the On Call Professional Services Contract with an effective date of: 5/31/17. The On Call Professional Services Contract is fully incorporated herein by this reference.

MFA Project No.: 0830.03.04

Work Order No.: 01

Project Name: St. Helens IGA Phase 1 Lagoon Repurposing

Project Location: St. Helens, Oregon

SCOPE OF WORK: MFA will perform environmental, engineering, and related professional services as described in Attachment A: Scope of Work, St. Helens Intergovernmental Agreement Phase I Lagoon Repurposing, authorized by the State of Oregon and the Client, dated April 10, 2019.

SCHEDULE OF WORK:

Schedule milestones are provided in Attachment A. Task start dates will be updated to coincide with the authorization date of this Work Order.

MFA will begin work immediately after receiving authorization to proceed.

ESTIMATED COST OF WORK:

The estimated cost to complete the scope of work is \$500,000. See Attachment A for a detailed budget table.

This cost estimate does not represent a lump sum. MFA bills on a time and materials basis. MFA may apply money from one task to another to complete the scope of work.

So agreed to this 25th day of April 2019.

By Maul Foster & Alongi, Inc.:

By City of St. Helens:

Signature

Kathy Lombardi

Printed Name

Principal Engineer

Title

Signature

Printed Name

Title

# ATTACHMENT A: SCOPE OF WORK

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ST. HELENS INTERGOVERNMENTAL AGREEMENT PHASE I  
LAGOON REPURPOSING

*April 10, 2019*



ATTACHMENT A: SCOPE OF WORK  
ST. HELENS INTERGOVERNMENTAL AGREEMENT PHASE I  
LAGOON REPURPOSING

Approval acknowledged pursuant to IGA Section 5.c.

STATE OF OREGON

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

CITY OF ST. HELENS

  
\_\_\_\_\_  
*Signature*

John Walsh  
\_\_\_\_\_  
*Print Name*

City Administrator  
\_\_\_\_\_  
*Title*

4-10-19  
\_\_\_\_\_  
*Date*

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GEOLOGY AND HYDROGEOLOGY INVESTIGATION SCOPE

APPENDIX B  
UPLAND GEOTECHNICAL INVESTIGATION SCOPE

# 1 SCOPE OF WORK

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## 1.1 Phase I—Initial Site Characterization, Conceptual Design, Preliminary Risk Assessment

The first phase of the lagoon repurposing project (Phase I) includes initial site characterization, conceptual design, and permitting. Because of funding limitations, only a subset of the Phase I work elements will be conducted in support of the Intergovernmental Agreement between the City of St. Helens (City) and the State of Oregon. As part of a parallel effort, the City will reconvene public engagement and governance processes that began in 2016. These work elements will be funded in part by a separate Business Oregon grant and will ensure that communities and stakeholders remain informed of the process and that the City is equipped to implement an organizational and funding structure for management of the project.

The Phase I—Initial Site Characterization, Conceptual Design, and Preliminary Risk Assessment covers efforts necessary for progress on the pathway toward conditional permit approval from the Oregon Department of Environmental Quality (DEQ) under OAR 340-093-0090<sup>1</sup> for the conversion of the St. Helens wastewater treatment lagoon to receive sediment, soil, and wastewater treatment sludge. The siting process is assumed to follow DEQ guidance for a nonmunicipal-waste facility.

Consistent with DEQ guidance and regulations, siting analysis is the process of characterizing a site for suitability. Siting includes gathering of public information, Phase I physical site investigation and characterization, and conceptual facility design. Permitting is not included in this scope of work.

Summarized below are task budgets and deliverables (Section 2) and schedule milestones (Section 3).

## 1.2 Task 1—Location Restrictions

Location restrictions analysis will involve gathering information regarding the physical location's characteristics to determine if any of these will preclude use of the site as a receiving facility. Information obtained for this section is available from public sources such as the U.S. Geological Survey, State of Oregon, Federal Emergency Management Association, U.S. Soil Conservation Service, and other federal-, local-, and state-level agencies. The location restrictions analysis will be completed as an initial task and its results will be summarized in the Preliminary Site Development Plan described below. The following components will be analyzed to determine if site-specific restrictions exist that preclude development of the site as currently envisioned.

1. Airport safety—Proximity to airports restricts vertical elevation and surface water features (because of interference of waterfowl with aircraft at low elevations). This step will document that there are no local and/or regional airports within a 5-mile radius of the site (10,000 feet

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<sup>1</sup> This is the regulatory framework available to fill the lagoon for repurposing and development.

for turbojet aircraft, 5,000 feet for piston- / prop-style aircraft) that would trigger the requirement for a hazard mitigation approach to ensure the safety of the site in relation to aircraft.

2. Floodplains—Deposition in floodplains can present hazards to the environment through potential releases during major flood events (e.g., 100-year flood events). Initial analysis shows that the lagoon site is entirely out of the floodplain; it is above the 100-year and 500-year flood elevations. However, ancillary facilities (i.e., offload facility) would be inside the 100-year floodplain boundary. The 100-year floodplain boundary will be compared to the site to document that encroachment is not an issue for the lagoon area, and for use in assessing implications to ancillary facility design. A climate change analysis will also be conducted to determine future risk associated with regional climate change predictions.
3. Wetlands—Wetland area maps (from publicly available sources) will be compared to the site limits, and a visual site inspection will be completed. The existing lagoon footprint includes no wetlands. If areas of concern for the primary site area or ancillary facilities are identified, a wetland delineation may be required (field investigation and delineation would be completed in Phase II). Wetland mitigation, if necessary, may require coordination or permitting efforts through the U.S. Army Corps of Engineers, the Oregon Department of State Lands, and the U.S. Fish and Wildlife Service, among others.
4. Fault areas—Known and mapped faults will be identified and their proximity to the site will be mapped. If a fault is located within 200 feet of the site, structural analysis will be performed to ensure integrity of the site during a seismic event.
5. Seismic Impact Zones—The site will be analyzed to determine if it is in a seismic impact zone. If it is determined to be in such a zone, it must be demonstrated that all containment structures will resist maximum ground acceleration and peak settlement. This item will also be analyzed in the geotechnical investigation report described below.
6. Unstable Areas—The site will be analyzed to determine if it is located in an unstable area that could be affected by differential settlement (expansive or compressible soils), landslides, manmade features that could be detrimental to structural stability, or other potential features that could physically affect the integrity of the site. If such areas are identified, mitigation measures to ensure safety of the site must be developed.
7. Sensitive Hydrogeologic Environments—Analysis will be performed to identify any sensitive hydrogeologic environments (e.g., sole source aquifers, wellhead protection areas, water extraction areas) or other areas with potential to impact groundwater. Standard groundwater protection measures will be addressed in the design report.

### 1.3 Task 2—Phase I Site Characterization

The Phase I Site Characterization task includes data collection to create an initial understanding of the location characteristics, soils, geology, and hydrogeology of the site. Data will be collected through a combination of publicly available sources and field investigation and summarized in the Preliminary

Phase I Site Characterization Report, to be signed by an Oregon-registered geologist. The following components will be evaluated and investigated to characterize the site:

1. Existing conditions—The physical location of the site, including property boundaries, adjacent landowners, legal descriptions, and physical topography, will be described. This task will include a topographic and boundary survey of the site.
2. Climate/meteorology—Historical climate information will be collected and summarized; this will include high, low, and average ranges for temperature, precipitation, wind conditions, and other meteorological information.
3. Hydrology—Surface water drainage characteristics of the site will be analyzed and described.
4. Water Balance—The average annual water budget for the site will be analyzed. Analysis will include precipitation, runoff, run-on, infiltration, and evapotranspiration.
5. Water Use Inventory—All water supply wells within 1 mile of the site will be identified (from public records) and field verified. Public outreach will be conducted in the study area to discover possible wells not in the public inventory.
6. Geology and Hydrogeology Investigation (see Appendix A)—A public records search and field investigation will be performed to evaluate the regional geology and hydrogeology.
7. Geotechnical Investigation—see Appendix B.

#### 1.4 Task 3—Preliminary Site Development Plan

The Preliminary Site Development Plan will include preparation of a conceptual engineering design in support of initial coordination with the DEQ (this will be part of a later scope). This work will support future, separately funded permitting activities. This work product will incorporate the results of the Phase I Site Characterization Report to determine necessary engineering, environmental controls, and operational components as follows:

1. Facility operations—Facility operation, material characteristics (sources, fees, capacity, etc.), access, and proposed facilities.
2. Conceptual Design—Conceptual drawings for major components of the facility.
3. Site Phasing—Conceptual fill phasing for the anticipated life of the facility. The facility is anticipated to be constructed in multiple phases to stage construction efforts and costs over time.
4. Leachate Management—Conceptual design of the leachate collection and recovery system.
5. Surface Water Management—Methods and facilities for management of stormwater runoff and run-on.
6. Subsurface gas management—Gas generation from the proposed facility is not anticipated due to the nature of the fill materials (e.g. soil, sediment). Analysis will be performed to verify assumptions and what measures, if any, will be incorporated.

7. Environmental monitoring—Environmental monitoring strategies will be developed at the conceptual level.
8. A topographic and bathymetric survey of the lagoon and surrounding areas will be performed as part of the design effort. Additional investigation to determine the lagoon floor (beneath sedimentation and sludges) may be performed as part of the Phase II work.

## 1.5 Task 4—Preliminary Risk Assessment and Air Modeling

Under the Cleaner Air Oregon rules, a risk assessment will be required to evaluate the potential risks to human health from exposure to sediment and soil chemicals of concern (COCs) that may be handled at the facility. The risk assessment must address the potential for dust generation and volatilization of COCs such as polychlorinated biphenyls (PCBs), semivolatile organic compounds (SVOCs), and volatile organic compounds (VOCs) to air during handling of sediment and soil (offloading, handling, and placement). The first steps for the risk assessment are the development of an emissions inventory, a modeling protocol, and a risk assessment work plan for approval by the DEQ. To complete these initial steps, the following scope of work has been identified.

### Initial Data Review and Emissions Estimation

Data from published sources, databases, and regulatory guidance will be evaluated in relation to anticipated COCs that could be received at the site. The following components will be part of the initial data review:

1. Identify and assess chemical-specific information such as volatilization and toxicity factors for sediment COCs, including but not limited to PCBs, SVOCs, and VOCs.
2. Review recent literature evaluating volatilization of COCs during sediment transportation, offloading, and placement activities.
3. Review chemical properties and toxicity databases such as the U.S. Environmental Protection Agency's integrated risk information system.
4. Review peer-reviewed scientific literature for toxicity factors if these are unavailable from state or federal databases.
5. Determine potential dust and volatile loss to air of COCs during soil and sediment offload, handling, and placement, based on Portland Harbor Superfund Site sediment COC concentrations, expected soil contaminant concentrations, and chemical-specific properties. The evaluation will include estimating sediment concentrations for modeling based on available data that are representative of sites in the service area to be dredged.
6. Develop a preliminary emissions inventory that covers offloading, handling, and material placement.

### Develop a Conceptual Site Model

A qualitative description of site operations, methods of COC release, exposure pathways, receptor locations, and risk assessment procedures will be prepared for DEQ review.

## Data Evaluation and Risk Assessment

A modeling protocol will be prepared that describes the sources of emissions, their release rates, locations, nearby downwash structures, source of meteorology, terrain, and receptor locations. In addition, a risk assessment work plan will be prepared that describes the COCs, risk assessment types, risk-based concentrations, exposure pathways, zoning, receptor assumptions, and risk assessment calculation methods. This work plan will be submitted to the DEQ, along with the dispersion modeling protocol, for review and approval. Once these are approved by the DEQ, the City will proceed with a risk assessment for the site that will establish the likelihood and degree, if any, of potential risks to residents and workers in the vicinity of the project. A final risk assessment report will be submitted to the DEQ for review and approval. This risk assessment and report are outside the current scope of work.

# 2 BUDGET AND DELIVERABLES

Task budgets and deliverables are provided in the table below.

<b>Task</b>	<b>Work Elements</b>	<b>Deliverables</b>	<b>Budget</b>
Task 1—Location Restrictions	Airport safety, floodplains, wetlands, fault areas, seismic impact zones, unstable areas, critical habitat, sensitive hydrogeologic environments	Location restrictions summary memo	\$23,000
Task 2—Phase I Site Characterization	Existing conditions, climate/meteorology, hydrology, water balance, water use inventory, geology and hydrogeology site characterization, upland geotechnical investigation	Phase I Site Characterization Report, Phase I Geotechnical Report, Phase I Hydrogeology Report	\$314,000
Task 3—Preliminary Site Development Plan	Facility operations, conceptual design, phasing, leachate management, surface water management, gas management, environmental monitoring, topographic survey	Conceptual Site Development Plan	\$133,000
Task 4—Preliminary Risk Assessment and Air Modeling	Initial data review and emissions estimation, develop conceptual site model, data evaluation and risk assessment	Risk Assessment Work Plan	\$30,000
<b>TOTAL</b>			<b>\$500,000</b>
All draft and final deliverables to be delivered to both the City and State of Oregon at same time.			

# 3 SCHEDULE

The project schedule is provided below.

Task Name	Start Date	End Date	Duration
<b>Task 1—Location Restrictions</b>			
Location Restrictions Analysis	03/03/2019	03/30/2019	4w
Prepare Summary Memo	03/31/2019	04/13/2019	2w
<b>Task 2—Phase I Site Characterization</b>			
Site Characterization (Existing Conditions) Reporting	03/03/2019	04/13/2019	6w
Phase I Geotechnical Investigation	03/03/2019	03/30/2019	4w
Geotechnical Investigation Reporting	03/31/2019	04/27/2019	4w
Phase 1 Geology/Hydrogeology Site Investigation	03/03/2019	03/30/2019	4w
Geology/Hydrogeology Investigation Reporting	03/31/2019	05/25/2019	8w
<b>Task 3—Preliminary Site Development Plan</b>			
Topographic Survey	03/10/2019	03/23/2019	2w
Prepare Conceptual Design	03/24/2019	09/07/2019	24w
Site Development Report Preparation	08/11/2019	11/30/2019	16w
Quarterly Meeting #1	TBD 05/2019	TBD 05/2019	1d
Quarterly Meeting #2	TBD 09/2019	TBD 09/2019	1d
Quarterly Meeting #3	TBD 12/2019	TBD 12/2019	1d
<b>Task 4—Preliminary Risk Assessment and Air Modeling</b>			
Initial Data Review and Emissions Estimation	03/24/2019	04/20/2019	4w
Conceptual Site Model	04/14/2019	05/11/2019	4w
Data Evaluation and Risk Assessment	05/12/2019	08/03/2019	12w



# APPENDIX A

## GEOLOGY AND HYDROGEOLOGY INVESTIGATION SCOPE



# GEOLOGY AND HYDROGEOLOGY INVESTIGATION SCOPE

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Consistent with DEQ guidance, the investigation of the local geology and hydrogeology will include completion of exploratory borings and installation of monitoring wells adjacent to the lagoon; aquifer tests; and groundwater sampling. Based on site reconnaissance and available boring logs, the following will be advanced:

1. Two deep borings on the bluff located west of the lagoon (presumably upgradient).
2. Four borings along the dike (presumably downgradient) separating the lagoon from the Multnomah Channel.

A basalt bluff is west-adjacent to, and higher in elevation than, the lagoon. The basalt has been identified as the Sentinel Bluffs (SB) member of the Columbia River Basalt Group. Initial field reconnaissance identified significant fracturing and jointing of the rock and a potential interflow zone. These characteristics suggest that the SB is locally recharged by precipitation/infiltration, and may represent a water-bearing zone or aquifer, requiring evaluation per DEQ guidance. Downgradient of the lagoon, the SB is overlain by fill along the dike alignment, and/or by alluvial sediments deposited during recent (quaternary) flood events.

To characterize the fractured basalt aquifer and its connection with the lagoon and the Multnomah Channel, borings along the bluff will be advanced to depths that correspond to the bottom of the lagoon. A Sonic drill rig will advance the borings to depths of approximately 100 feet below ground surface (bgs). For purposes of lithologic description, 10-foot-long continuous cores will be collected using a 2.5-inch-inside-diameter HQ drill bit.

As mentioned above, geology upgradient of the lagoon is expected to consist primarily of fractured basalt. It is anticipated that down to 100 feet bgs, up to two interflow zones<sup>2</sup> may be encountered. When a groundwater interflow zone is encountered, groundwater samples will be collected and analyzed for general water chemistry parameters (described below). In addition, a constant-rate pumping test will be conducted to provide information on aquifer properties, including transmissivity and hydraulic conductivity.

Following core collection, groundwater sample collection, and pump testing, the borings will be over-drilled with the Sonic drill rig to 8 inches in diameter and completed as monitoring wells.

Borings will also be advanced downgradient of the lagoon, along the dike between the lagoon and the river. Groundwater elevation and chemistry data from these borings are required to characterize the fractured basalt aquifer and the overlying fill/alluvial water-bearing zones, as well as the hydraulic connection with the Multnomah Channel. It is assumed that four borings will be advanced along the dike. Two borings will be advanced through the fill and alluvium and terminate at the top of basalt, which is estimated to lie at approximately 70 feet bgs. The other two borings will be advanced through

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<sup>2</sup> Interflow zones consist of the top of one basalt flow, the bottom of the overlying flow, and any intervening sediment. These zones are generally permeable and are important groundwater flow zones.

the fill and alluvium and continue about 20 feet into the basalt. All borings will be advanced using a Sonic drill rig. Standard penetration tests will be performed at 5-foot intervals in the fill and alluvium at each boring. At two of the four locations, aquifer parameters of the fill, alluvium, and basalt will be evaluated using constant-rate pumping tests. All borings will be completed as monitoring wells, resulting in two monitoring wells in the fill/alluvium, and two in the basalt.

After completion, the six monitoring wells will be surveyed by a surveyor licensed in Oregon.

Groundwater samples will be analyzed for major ions (common cations and anions), as well as monitored for field parameters, including temperature, pH, conductivity, dissolved oxygen, oxidation-reduction potential, and turbidity.

# APPENDIX B

## UPLAND GEOTECHNICAL INVESTIGATION SCOPE



## UPLAND GEOTECHNICAL INVESTIGATION SCOPE

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Consistent with the requirements of DEQ guidance, a geotechnical investigation will be performed that will consist of review of existing geotechnical information for the site, a site reconnaissance, subsurface explorations, laboratory testing, engineering analyses, and preparation of a report. The report will summarize findings and present preliminary recommendations for site improvements as part of the Phase I Site Characterization, along with recommendations for additional geotechnical explorations and analysis for the Phase II Site Characterization.

The proposed preliminary geotechnical investigation will include the following work items:

1. For this phase of work, a total of four borings will be advanced near the toe of the east dike near the existing railroad tracks. All borings will be advanced to hard rock, with one of the borings cored an additional 20 feet into rock. Hard rock is expected to be about 65 to 70 feet below the existing ground surface. The total estimated drilling footage is expected to be on the order of 280 feet. The borings will be made by a track-mounted drill rig, using open-hole, mud-rotary drilling and coring techniques. Disturbed split-spoon samples and/or undisturbed Shelby tube samples will be obtained from the borings at about 5-foot depth intervals. The standard penetration test will be conducted while the disturbed split-spoon samples are being taken.
2. Two electric cone penetration test (CPT) probes will be made to refusal, estimated at depths of about 30 and 65 feet. The total estimated probing depth will be on the order of 95 feet. The electric CPT is a static penetrometer used for soil explorations. Shear wave velocity testing will be performed at 1-meter intervals to refusal in the deeper CPT probe.
3. Laboratory tests will be conducted to provide data on the important physical characteristics of the subsoils, essential for engineering studies and analyses. These include standard classification tests such as natural water content and unit weight determinations, as well as strength and consolidation testing. The latter will provide the quantitative data necessary for the various design studies, such as settlement, and slope stability for the existing berms.
4. Engineering studies will be performed, and will provide conclusions and recommendations concerning the following:
  - a. Earthwork, including cut-and-fill slopes, wet-weather construction, and the suitability of on-site soils for use as structural fill.
  - b. Stability of cut-and-fill slopes.
  - c. Estimated settlements (total and differential).
  - d. Allowable bearing pressures.
  - e. Bearing strata.
  - f. Seismic design criteria, including a Site Class in accordance with the current International Building Code and the Oregon Structural Specialty Code.
  - g. Evaluation of the potential for seismic-induced liquefaction and lateral spreading.

- h. Conceptual ground improvement design for up to three representative cross sections.
  - i. Subdrainage requirements.
  - j. Design lateral earth pressures and coefficient of base friction.
  - k. Design criteria for temporary excavation shoring and dewatering systems. The scope assumes that final ground improvement design would be completed as part of a subsequent design phase.
5. A site-specific seismic hazard study will be completed to address the requirements of the current ASCE 7 Standards. This work will include a review of the potential seismicity of the site, development of the ground response for the site during the appropriate design earthquakes, and evaluation of potential geologic hazards. The seismic hazard study will include the following tasks:
- a. A detailed review of the literature, including published papers; maps; open-file reports; seismic histories and catalogs; works in progress; and other sources of information regarding the tectonic setting, regional and local geology, and historical seismic activity that might have a significant effect on the site.
  - b. An in-depth examination and evaluation of the subsurface data for the site and vicinity, with particular emphasis on the potential for amplification or incoming seismic energy and liquefaction.
  - c. Office studies and analyses that will lead to the preparation of conclusions and recommendations concerning: (1) seismic events that might have a significant effect on the site, including the proximity and potential seismicity of known faults; (2) the potential for site-specific seismic energy amplification at the site; (3) the ground response analysis for design earthquakes, which will include estimates of the peak horizontal ground acceleration; and (4) conclusions regarding seismic hazards, including liquefaction, lateral spreading, slope instability, ground rupture, and ground shaking.
6. A report will be generated discussing the work accomplished and presenting the results of the various tests and engineering analyses. The report will also provide recommendations for additional explorations and analyses for Phase II Site Characterization as part of a future task.





City of St. Helens  
265 Strand Street, St. Helens, Oregon 97051  
Phone: 503.397.6272 | Fax: 503.366.3782

APPROVED FOR PAYMENT

Contract Payment Request #1

80

CONTRACTOR:  
**TURNEY EXCAVATING, INC.**  
P.O. Box 21597  
Keizer, OR 97307

*[Handwritten Signature]*

ACCOUNTS PAYABLE  
FINANCE  
SUPERVISOR *[Handwritten Signature]*

DATE: 4/22/19  
PROJECT NO.: W-464  
PROJECT NAME: 2019 WATERLINE IMPROVEMENTS PROJECT  
DEPARTMENT: Public Works Department - Engineering  
DATE SUBMITTED: 4/22/2019

601-000-053014

Original Contract Amount	\$174,620.00	Total Amount Earned To-Date	\$0.00
Total Change Orders Amount	\$0.00	Total Earned This Month	\$83,360.00
Adjusted Contract Amount	\$174,620.00	Less 5% Retainage This Month	\$4,168.00

**Total Amount Due \$79,192.00**

Bid Item No.	Description	Unit	Qty	Unit Price	Contract Price	Completed Prior to Pay Period		Completed This Pay Period	
						Total Quantity Completed To-Date	Total Contract Earned To-Date	Quantity Completed This Pay Period	Total Contract Earned This Pay Period
1	Mobilization, Bonds, Insurance, Demobilization	LS	1	\$17,000.00	\$17,000.00	0.00	\$0.00	0.75	\$12,750.00
2	Temporary Work Zone Traffic Control, Complete	LS	1	\$10,000.00	\$10,000.00	0.00	\$0.00	0.50	\$5,000.00
3	6-inch DI Water Main Pipe, Fittings, Couplings, Restrained Joints, Class B Backfill with Paved Surface Restoration	LF	152	\$150.00	\$22,800.00	0.00	\$0.00	170.00	\$25,500.00
4	6-inch DI Water Main Pipe, Fittings, Couplings, Restrained Joints, Class B Backfill with Unimproved Surface Restoration	LF	1,002	\$60.00	\$60,120.00	0.00	\$0.00	216.00	\$12,960.00
5	Plan sheet W1, Sta 0+00: Hot Tap Connection of New 6-inch Water Main to Existing, Complete	LS	1	\$6,000.00	\$6,000.00	0.00	\$0.00	1.00	\$6,000.00
6	Plan sheet W3, Sta 1+00: Connection of New 6-inch Water Main, Complete	LS	1	\$6,000.00	\$6,000.00	0.00	\$0.00	1.00	\$6,000.00
7	Plan sheet W3, Sta 4+68: Connection of New 6-inch Water Main and Const 4" Future Stub out, Complete	LS	1	\$6,000.00	\$6,000.00	0.00	\$0.00	1.00	\$6,000.00
8	Install New Fire Hydrant Assembly	EA	4	\$5,000.00	\$20,000.00	0.00	\$0.00	1.00	\$5,000.00
9	Install Temp. Blowoff Assembly w/ 6" Gate Valve	EA	1	\$1,900.00	\$1,900.00	0.00	\$0.00	0.00	\$0.00
10	Connect Exist. 2" Water Main to New Water Main	EA	2	\$1,500.00	\$3,000.00	0.00	\$0.00	1.00	\$1,500.00
11	Cut and Cap Exist. 2" or 1-1/2" Water Main	EA	2	\$400.00	\$800.00	0.00	\$0.00	1.00	\$400.00
12	Over Excavation and Select Backfill	CY	10	\$90.00	\$900.00	0.00	\$0.00	0.00	\$0.00
13	Rock Excavation	CY	104	\$150.00	\$15,600.00	0.00	\$0.00	0.00	\$0.00
14	Construction Staking and As-built Survey	LS	1	\$4,500.00	\$4,500.00	0.00	\$0.00	0.50	\$2,250.00
<b>Totals:</b>					<b>\$174,620.00</b>		<b>\$0.00</b>		<b>\$83,360.00</b>



# PAYMENT APPLICATION NO. 1

**PROJECT NAME:**  
2019 Waterline Project

**DATE:**  
Friday, April 19, 2019

**CONTRACTOR:**  
Turney Excavating Inc.

**PROJECT NUMBER:**  
W-464

**REFERENCE INVOICE / RECEIPT NOS:**  
527623

PO Box 21597  
Keizer, OR 97307

CONTRACT BID ITEMS	CURRENT			PREVIOUS			TOTAL				
	BID ITEM	DESCRIPTION	UNIT	QTY	CONTRACT UNIT PRICE	TOTAL CONTRACT PRICE	COMPLETED QUANTITIES	BILLINGS TO DATE	COMPLETED QUANTITIES	BILLINGS TO DATE	PERCENT COMPLETE
10	Mobilization, Bonds, Insurance, and Demobilization	LS	1	\$17,000.00	\$17,000.00	\$17,000.00	0.75	\$12,750.00	0.75	\$12,750.00	75%
20	Temporary Work Zone Traffic Control, Complete	LS	1	\$10,000.00	\$10,000.00	\$5,000.00	0.50	\$5,000.00	0.50	\$5,000.00	50%
30	6-inch DI Water Main Pipe, Fittings, Couplings, Re	LF	152	\$150.00	\$22,800.00	\$25,500.00	170.00	\$25,500.00	170.00	\$25,500.00	112%
40	6-inch DI Water Main Pipe, Fittings, Couplings, Re	LF	1002	\$60.00	\$60,120.00	\$12,960.00	216.00	\$12,960.00	216.00	\$12,960.00	22%
50	Plan sheet W1, Sta 0+00: Hot Tap Connection of New	LS	1	\$6,000.00	\$6,000.00	\$6,000.00	1.00	\$6,000.00	1.00	\$6,000.00	100%
60	Plan sheet W3, Sta 1+00: Connection of New 6-inch	LS	1	\$6,000.00	\$6,000.00	\$6,000.00	1.00	\$6,000.00	1.00	\$6,000.00	100%
70	Plan sheet W3, Sta 4+68: Connection of New 6-inch	LS	1	\$6,000.00	\$6,000.00	\$6,000.00	1.00	\$6,000.00	1.00	\$6,000.00	100%
80	Fire Hydrant Assembly	EA	4	\$5,000.00	\$20,000.00	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	25%
90	Temporary Blowoff Assembly with 6-inch Gate Valve	EA	1	\$1,900.00	\$1,900.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
100	Connect Existing 2-inch Water Main to New Water Ma	EA	2	\$1,500.00	\$3,000.00	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00	50%
110	Cut and Cap Existing 2-inch or 1-1/2" Water Main	EA	2	\$400.00	\$800.00	\$400.00	1.00	\$400.00	1.00	\$400.00	50%
120	Over-Excavation and Select Backfill	CY	10	\$90.00	\$900.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
130	Rock Excavation	CY	104	\$150.00	\$15,600.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
140	Construction Staking and As-built Survey	LS	1	\$4,500.00	\$4,500.00	\$2,250.00	0.50	\$2,250.00	0.50	\$2,250.00	50%
						\$0.00	0.00	\$0.00	0.00	\$0.00	#DIV/0!
						\$0.00	0.00	\$0.00	0.00	\$0.00	#DIV/0!
						\$174,620.00		\$83,360.00		\$83,360.00	
<b>TOTALS:</b>											

CHANGE ORDERS		COMPLETED QUANTITIES	BILLINGS TO DATE	PERCENT COMPLETE
---	---		\$0.00	#DIV/0!
---	---		\$0.00	#DIV/0!
<b>TOTALS:</b>			\$0.00	\$0.00

ORIGINAL CONTRACT AMOUNT: \$174,620.00  
 TOTAL CONTRACT AMOUNT: \$174,620.00  
 TOTAL AMOUNT EARNED TO DATE: \$83,360.00  
 TOTAL EARNED THIS MONTH: \$83,360.00  
 5% RETAINAGE THIS PAY APP: \$4,168.00  
**AMOUNT DUE THIS PAY APPLICATION: \$79,192.00**

**PREVIOUS PAY APPLICATIONS:**

PAY APP NO.	BILLING WITH RETAINAGE	RETAINAGE	AMOUNT PAID	DATE
1		\$0.00	\$0.00	
2		\$0.00	\$0.00	
3		\$0.00	\$0.00	
4		\$0.00	\$0.00	
		\$0.00	\$0.00	



Turney Excavating Inc. CCB #214481  
 PO Box 21597  
 Keizer, OR 97307  
 503-307-7522  
 mitch@turneyexcavating.com

## Invoice

### BILL TO

City of Saint Helens  
 265 Strand Street  
 St. Helens, OR 97051

INVOICE # 1301

DATE 04/19/2019

DUE DATE 05/19/2019

TERMS Net 30

ACTIVITY	AMOUNT
<b>Sales</b>	12,750.00
Item 10: Mobilization	
<b>Sales</b>	5,000.00
Item 20: Traffic Control	
<b>Sales</b>	25,500.00
Item 30: 6 Inch	
<b>Sales</b>	12,960.00
Item 40: 6 Inch	
<b>Sales</b>	6,000.00
Item 50: hot tap	
<b>Sales</b>	6,000.00
Item 60: connection	
<b>Sales</b>	6,000.00
Item 70: Connection	
<b>Sales</b>	5,000.00
Item 80: Fire Hydrant	
<b>Sales</b>	1,500.00
Item 100: Connect Water Main	
<b>Sales</b>	400.00
Item 110: cap water main	
<b>Sales</b>	2,250.00
Item 140: Construction STaking	
<b>Sales</b>	-4,168.00
less 5% Retention	

BALANCE DUE

**\$79,192.00**

527623

CUSTOMER'S ORDER NO. W-464		DEPARTMENT ENY			DATE 4/16/19	
NAME TURKEY EXL.						
ADDRESS						
CITY, STATE, ZIP						
SOLD BY T. Mill		CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD. PAID OUT
QUANTITY	DESCRIPTION				PRICE	AMOUNT
1	1 ea (6) 6" connect TO EXIST. MUSE					
2	1 ea (8) FIRE HYD					
3	1704 (3) 6" DRY WTR PAVED SURF					
4	N. 7 <sup>th</sup> ST = 1706E					
5	2164 (4) 6" DRY WTR UNIM/SLOVE					
6	SURFACE N. 7 <sup>th</sup> ST W-3 216E					
7	<del>1 ea (5) 6" DRY WTR UNIM/SLOVE</del>					
8	<del>12-3-10 7<sup>th</sup> ST 1100E</del>					
9	1 ea (7) W-3 4+6B 4" stub conn.					
10	W/ TRAMP B/O N. 7 <sup>th</sup> ST					
11	1 ea (10) connect 2" EXIST. N. 7 <sup>th</sup>					
12	1 ea (11) cur & cur 2" OR 1/2" AND					
13	W-3 4+6B 1/2					
14						
15						
16						
17						
18						
RECEIVED BY <i>[Signature]</i>						

A-5805  
T-46320/48360

KEEP THIS SLIP FOR REFERENCE

527624

CUSTOMER'S ORDER NO. 12-464	DEPARTMENT ENY	DATE 4/19/19
NAME Turkey Excavator		
ADDRESS		
CITY, STATE, ZIP		

SOLD BY <i>[Signature]</i>	CASH	C.O.D.	CHARGE	ON. ACCT.	MOSE. RETD.	PAID OUT
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QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	(5) Hot tap 6" concrete		
2	wt str. 0400 4/19/19		
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City of St. Helens  
265 Strand Street, St. Helens, Oregon 97051  
Phone: 503.397.6272 | Fax: 503.366.3782

APPROVED FOR PAYMENT  
DATE

Contract Payment Request No. 2

605-000-053015

CONTRACTOR:

Emery & Sons Construction Group, LLC  
P.O. Box 13069  
Salem, Oregon 97309

ACCOUNTS PAYABLE

FINANCE  
SUPERVISOR

PROJECT NO.: SD-150

PROJECT NAME: South 10th Street Storm Drain Reroute

DEPARTMENT: Public Works Department - Engineering

DATE SUBMITTED: 4/23/2019

Original Contract Amount	\$576,862.00	Total Amount Earned To-Date	\$422,450.90
Total Change Orders Amount	\$0.00	Total Earned This Month	\$355,679.80
Adjusted Contract Amount	\$576,862.00	Less 5% Retainage This Month	\$17,783.99

Previous Payment Requests

PP#	Previous Billing With Retainage	Retainage	Previous Amounts Paid	Invoice Date
1	\$66,771.00	\$3,338.55	\$63,432.45	03/12/19

Less Total of Previously Earned ..... \$63,432.45

Total Retainage Due To-Date..... \$21,122.54

**Total Amount Due \$337,895.81**

Bid Item No.	Description	Unit	Qty	Unit Price	Contract Price	Completed Prior to This Pay Period		Completed This Pay-Period	
						Total Quantity Completed To-Date	Total Contract Earned To-Date	Quantity Completed This Pay Period	Total Contract Earned This Pay Period
1	Mobilization, Bonds, Insurance, Demobilization	LS	1	\$74,770.00	\$74,770.00	0.38	\$28,412.60	0.62	\$46,357.40
2	Temporary Work Zone Traffic Control, Complete	LS	1	\$22,000.00	\$22,000.00	0.25	\$5,500.00	0.50	\$11,000.00
3	Erosion and Sediment Control, Complete	LS	1	\$2,000.00	\$2,000.00	0.25	\$500.00	0.50	\$1,000.00
4	Horizontal Directional Drilling Gravity Storm Sewer Mainline, 14-inch Diameter DR11 HDPE, Complete								
	(a) Sta 2+00 to Sta 4+61	LF	261	\$433.00	\$113,013.00	0.00	\$0.00	261.00	\$113,013.00
	(b) Sta 4+61 to Sta 6+89	LF	228	\$441.00	\$100,548.00	0.00	\$0.00	228.00	\$100,548.00
5	Open-Cut Install 18-inch Storm Sewer, Class B Backfill								
	(a) 4.1ft - 8ft Depth	LF	102	\$158.00	\$16,116.00	0.00	\$0.00	104.00	\$16,432.00
	(b) 8.1ft - 12ft Depth	LF	82	\$160.00	\$13,120.00	0.00	\$0.00	54.00	\$8,640.00
6	Open-Cut Install 12-inch Storm Sewer, Class A Backfill								
	(a) 4.1ft - 8ft Depth	LF	83	\$101.00	\$8,383.00	0.00	\$0.00	0.00	\$0.00
	(b) 8.1ft - 12ft Depth	LF	75	\$104.00	\$7,800.00	0.00	\$0.00	0.00	\$0.00
7	Open-Cut Install 12-inch Storm Sewer, Class B Backfill								
	(a) 4.1ft - 8ft Depth	LF	41	\$133.00	\$5,453.00	0.00	\$0.00	0.00	\$0.00
	(b) 8.1ft - 12ft Depth	LF	22	\$145.00	\$3,190.00	0.00	\$0.00	0.00	\$0.00
8	Open-Cut Install 10-inch Storm Sewer, Class B Backfill								
	(a) 0ft - 4ft Depth	LF	21	\$92.00	\$1,932.00	0.00	\$0.00	0.00	\$0.00
	(b) 4.1ft - 8ft Depth	LF	80	\$123.00	\$9,840.00	0.00	\$0.00	80.00	\$9,840.00
	(c) 8.1ft - 12ft Depth	LF	63	\$247.00	\$15,561.00	0.00	\$0.00	0.00	\$0.00
9	Furnish and Install New 48-inch Diameter Storm Drain Manhole								
	(a) 0ft - 4ft Depth	EA	1	\$5,583.00	\$5,583.00	0.00	\$0.00	0.00	\$0.00
	(b) 4.1ft - 8ft Depth	EA	3	\$6,489.00	\$19,467.00	0.00	\$0.00	0.00	\$0.00
	(c) 8.1ft - 12ft Depth	EA	2	\$9,232.00	\$18,464.00	0.00	\$0.00	2.00	\$18,464.00
	(d) Over 12.1ft Depth	EA	1	\$18,530.00	\$18,530.00	0.00	\$0.00	1.00	\$18,530.00
10	Furnish and Install New 60-inch Diameter Storm Drain Manhole								
	(a) 4.1ft - 8ft Depth	EA	1	\$9,490.00	\$9,490.00	0.00	\$0.00	0.00	\$0.00
11	Install New Standard 20" x 24" Catch Basin	EA	1	\$3,755.00	\$3,755.00	0.00	\$0.00	0.00	\$0.00
12	Install New Standard Ditch Inlet	EA	2	\$4,200.00	\$8,400.00	0.00	\$0.00	2.00	\$8,400.00
13	Abandon Existing Storm Drain Pipe In-Place	CY	10	\$1,100.00	\$11,000.00	0.00	\$0.00	0.00	\$0.00
14	Connect Existing Storm Outfalls to Storm Line B	LS	1	\$1,325.00	\$1,325.00	0.00	\$0.00	0.00	\$0.00
15	Connection to Existing Structures	EA	4	\$1,475.00	\$5,900.00	0.00	\$0.00	2.00	\$2,950.00
16	Remove and Dispose of Existing Storm Drain Manholes and Pipes	LS	1	\$5,070.00	\$5,070.00	0.00	\$0.00	0.00	\$0.00
17	Tree and Stump Removal	EA	1	\$1,100.00	\$1,100.00	0.00	\$0.00	0.00	\$0.00
18	Temp. Removal and Reinstall of Existing Fence	LF	150	\$16.00	\$2,400.00	0.00	\$0.00	0.00	\$0.00
19	New Fence Installation	LF	40	\$87.00	\$3,480.00	0.00	\$0.00	0.00	\$0.00
20	Over Excavation and Select Backfill material for Unsuitable Foundation Conditions	CY	4	\$260.00	\$1,040.00	0.00	\$0.00	0.00	\$0.00
21	Rock Excavation	CY	260	\$190.00	\$49,400.00	132.15	\$25,108.50	2.66	\$505.40
22	Post-Construction CCTV of New Storm Drains	LF	1,058	\$4.00	\$4,232.00	0.00	\$0.00	0.00	\$0.00
23	Construction Staking and As-built Survey	LS	1	\$14,500.00	\$14,500.00	0.50	\$7,250.00	0.00	\$0.00
<b>Totals:</b>					<b>\$576,862.00</b>		<b>\$66,771.10</b>		<b>\$355,679.80</b>

**CONTRACTOR'S APPLICATION FOR PAYMENT**

PROJECT: S 10th Street Storm Drain Reroute

TO: City of St. Helens - Engineering Department  
PO Box 278  
St. Helens, OR, 97051  
(503) 397-6272

Project/Contract No: SD-150

FROM: Emery & Sons Construction Group, LLC  
PO Box 13069  
Salem, Oregon 97309  
(503) 588-7576

**PAY APPLICATION NO. 2**

Period Ending: 04/22/2019

Invoice/Inspector Receipt #: 527625

	Change Orders Summary	
	Number	Deletions
1. Original Contract Amount	\$ 576,862.00	
2. Net Changes to Contract	\$ -	
3. Total Contract Amount To-Date	\$ 576,862.00	
4. Total Amount of Work Completed	\$ 422,450.90	
5. Total Percentage of Work Completed	73%	
6. Retainage:		
5% of Completed Work		
7. Total Retainage	\$ 21,122.55	
8. Total Amount Earned Less Retainage	\$ 401,328.36	
9. AMOUNT DUE THIS APPLICATION	\$ 337,895.81	
10. Balance to Finish Including Retainage	\$ 154,411.10	
Totals	\$ -	\$ -
Net Changes	\$	\$

**CONTRACTOR'S CERTIFICATION:**

The undersigned Contractor to the best of his knowledge, information and believe of the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

*Jim Stigeb*

Contractor's Representative (Authorized Signature)

4/23/19

Date

Payment Application No. 2

FOR PERIOD ENDING: 4/22/2019

**PROJECT NAME:**

S 10th Street Storm Drain Reroute

**CONTRACTOR:** Emery & Sons Construction Group, LLC

PO Box 13069

**PROJECT NUMBER:**

SD-150

Salem, Oregon 97309

INVOICE / RECEIPT NOS: 527625

BID ITEM	DESCRIPTION	UNIT	QTY	CONTRACT UNIT PRICE	CONTRACT TOTAL PRICE	TOTAL WORK COMPLETED			PREVIOUS BILLING		CURRENT BILLING	
						WORK COMPLETED	AMOUNT BILLED TO-DATE	PERCENT COMPLETED	WORK COMPLETED	AMOUNT BILLED	WORK COMPLETED	AMOUNT DUE THIS BILLING
1	Mobilization, Bonds, Insurance, and Demobilization	LS	1	\$ 74,770.00	\$ 74,770.00	1.00	\$ 74,770.00	100%	0.38	\$ 28,412.60	0.62	\$ 46,357.40
2	Temporary Work Zone Traffic Control, Complete	LS	1	\$ 22,000.00	\$ 22,000.00	0.75	\$ 16,500.00	75%	0.25	\$ 5,500.00	0.50	\$ 11,000.00
3	Erosion and Sediment Control, Complete	LS	1	\$ 2,000.00	\$ 2,000.00	0.75	\$ 1,500.00	75%	0.25	\$ 500.00	0.50	\$ 1,000.00
4	Horizontal Directional Drilling Gravity Storm Sewer, 14-inch Diameter DR11 HDPE, Complete											
	(a) Sta 2+00 to Sta 4+61	LF	261	\$ 433.00	\$ 113,013.00	261.00	\$ 113,013.00	100%	\$ -	\$ -	261.00	\$ 113,013.00
	(b) Sta 4+61 to Sta 6+89	LF	228	\$ 441.00	\$ 100,548.00	228.00	\$ 100,548.00	100%	\$ -	\$ -	228.00	\$ 100,548.00
5	Open-Cut Install 18-inch Storm Sewer, Class B Backfill											
	(a) 4.1ft - 8ft Depth	LF	102	\$ 158.00	\$ 16,116.00	104.00	\$ 16,432.00	102%	\$ -	\$ -	104.00	\$ 16,432.00
	(b) 8.1ft - 12ft Depth	LF	82	\$ 160.00	\$ 13,120.00	54.00	\$ 8,640.00	66%	\$ -	\$ -	54.00	\$ 8,640.00
6	Open-Cut Install 12-inch Storm Sewer, Class A Backfill											
	(a) 4.1ft - 8ft Depth	LF	83	\$ 101.00	\$ 8,383.00	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
	(b) 8.1ft - 12ft Depth	LF	75	\$ 104.00	\$ 7,800.00	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
7	Open-Cut Install 12-inch Storm Sewer, Class B Backfill											
	(a) 4.1ft - 8ft Depth	LF	41	\$ 133.00	\$ 5,453.00	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
	(b) 8.1ft - 12ft Depth	LF	22	\$ 145.00	\$ 3,190.00	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
8	Open-Cut Install 10-inch Storm Sewer, Class B Backfill											
	(a) 0ft - 4ft Depth	LF	21	\$ 92.00	\$ 1,932.00	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
	(b) 4.1ft - 8ft Depth	LF	80	\$ 123.00	\$ 9,840.00	80.00	\$ 9,840.00	100%	\$ -	\$ -	80.00	\$ 9,840.00
	(c) 8.1ft - 12ft Depth	LF	63	\$ 247.00	\$ 15,561.00	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
9	Furnish and Install New 48-inch Diameter Storm Drain Manhole											
	(a) 0ft - 4ft Depth	EA	1	\$ 5,583.00	\$ 5,583.00	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
	(b) 4.1ft - 8ft Depth	EA	3	\$ 6,489.00	\$ 19,467.00	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
	(c) 8.1ft - 12ft Depth	EA	2	\$ 9,232.00	\$ 18,464.00	2.00	\$ 18,464.00	100%	\$ -	\$ -	2.00	\$ 18,464.00
	(d) Over 12.1ft Depth	EA	1	\$ 18,530.00	\$ 18,530.00	1.00	\$ 18,530.00	100%	\$ -	\$ -	1.00	\$ 18,530.00
10	Furnish and Install New 60-inch Diameter Storm Drain Manhole											
	(a) 4.1ft - 8ft Depth	EA	1	\$ 9,490.00	\$ 9,490.00	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
11	Furnish and Install New Standard 20" x 24" Catch Basin	EA	1	\$ 3,755.00	\$ 3,755.00	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
12	Furnish and Install New Standard Ditch Inlet	EA	2	\$ 4,200.00	\$ 8,400.00	2.00	\$ 8,400.00	100%	\$ -	\$ -	2.00	\$ 8,400.00
13	Abandon Existing Storm Drain Pipe In-Place	CY	10	\$ 1,100.00	\$ 11,000.00	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
14	Connect Existing Storm Outfalls to Storm Line B, Complete	LS	1	\$ 1,325.00	\$ 1,325.00	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
15	Connection to Existing Structures	EA	4	\$ 1,475.00	\$ 5,900.00	2.00	\$ 2,950.00	50%	\$ -	\$ -	2.00	\$ 2,950.00
16	Remove and Dispose of Existing Storm Drain Manholes and Pipes	LS	1	\$ 5,070.00	\$ 5,070.00	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
17	Tree and Stump Removal	EA	1	\$ 1,100.00	\$ 1,100.00	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
18	Temporary Removal and Reinstallation of Existing Fence	LF	150	\$ 16.00	\$ 2,400.00	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
19	New Fence Installation	LF	40	\$ 87.00	\$ 3,480.00	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
20	Over Excavation and Select Backfill material for Unsuitable Foundation Conditions	CY	4	\$ 260.00	\$ 1,040.00	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
21	Rock Excavation	CY	260	\$ 190.00	\$ 49,400.00	134.81	\$ 25,613.90	52%	132.15	\$ 25,108.50	2.66	\$ 505.40
22	Post-Construction CCTV of New Storm Drains	LF	1058	\$ 4.00	\$ 4,232.00	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
23	Construction Staking and As-built Survey	LS	1	\$ 14,500.00	\$ 14,500.00	0.50	\$ 7,250.00	50%	0.50	\$ 7,250.00	0.00	\$ -
<b>TOTALS:</b>					<b>\$576,862.00</b>		<b>\$ 422,450.90</b>			<b>\$ 66,771.10</b>		<b>\$ 355,679.80</b>
<b>CHANGE ORDER BID ITEMS</b>												
				\$0.00		\$ -		0%	\$ -		\$ -	
				\$0.00		\$ -		0%	\$ -		\$ -	
				\$0.00		\$ -		0%	\$ -		\$ -	
				\$0.00		\$ -		0%	\$ -		\$ -	
<b>TOTALS:</b>					<b>\$0.00</b>		<b>\$0.00</b>			<b>\$ -</b>		<b>\$ -</b>

**PAY APPLICATION SUMMARY**

ORIGINAL CONTRACT AMOUNT:	\$ 576,862.00
TOTAL CONTRACT AMOUNT:	\$ 576,862.00
TOTAL AMOUNT EARNED TO DATE:	\$ 422,450.90
TOTAL EARNED THIS MONTH:	\$ 355,679.80
5% RETAINAGE THIS MONTH:	\$ 17,783.99

**PREVIOUS PAYMENT APPLICATIONS:**

PAY APP NO.	TOTAL BILLING	RETAINAGE	TOTAL AMOUNT PAID	DATE
1	\$ 66,771.00	\$ 3,338.55	\$ 63,432.45	3/21/19
2	\$ 359,976.80	\$ 17,998.84	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	

527625

CUSTOMER'S ORDER NO. 50150		DEPARTMENT ENY		DATE 4/19/19	
NAME EMERY & SONS					
ADDRESS					
CITY, STATE, ZIP					
SOLD BY Tim	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.
PAID OUT					
QUANTITY	DESCRIPTION			PRICE	AMOUNT
1	1EA (15') connect to exist. 4x4				
2	4/9/19 112-50				
3	544E (50) 18" HOPE STM 8-12'				
4	4/9/19 112-50-112-49			B"BF	
5	10 1/2 EA (6A) 18" HOPE STM 4'-8'			A"BF	
6	4/16/19 112-49-112-93				
7	2.6 ea (21) ROCK EXC				
8	4/16/19 112-93 6'x6'x2'				
9	1 ea (9) 48" STM MH 8'-12'				
10	4/9/19 112-49				
11	1 ea (9) 48" STM MH 8'-12'				
12	4/11/19 112-93				
13	1 ea (9) 48" STM MH OVER 12'				
14	4/18/19 112-92				
15	1 ea (14) connect ex. stm of B"stm				
16	3/14/19 TO 112-94				
17					
18					
RECEIVED BY JOHN STOFF					

6A IS FOR 12" STORM PIPE, MOVE TO BID ITEM 5A FOR 18" STORM PIPE

THIS BID ITEM IS FOR THE CONNECTION OF THE STORM LATERALS ON PLYMOUTH STREET TO STORM LINE B ONLY. MOVE TO BID ITEM NO. 15, CONNECTION TO EXISTING STRUCTURES.



527564

CUSTOMER'S ORDER NO. <b>SD-150</b>		DEPARTMENT <b>Engineering</b>			DATE <b>4/23/2019</b>		
NAME <b>Emery and Sons Construction</b>							
ADDRESS							
CITY, STATE, ZIP							
SOLD BY <b>S. Darrow</b>		CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
QUANTITY	DESCRIPTION				PRICE	AMOUNT	
1							
2	<b>80LF (86) 10" STM pipe 4.1-3' Depth</b>						
3	<b>TO CONNECT EXIST. 3" STORM DRAIN</b>						
4	<b>AT 1071 Plymouth ST</b>						
5							
6	<b>2 EA (12) Ditch inlets</b>						
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
RECEIVED BY							

A-5805  
T-46320/46350

**KEEP THIS SLIP FOR REFERENCE**



April 29, 2019

Ms. Tina Curry  
2316 NE Minnehaha Street  
Vancouver, WA 98665

Dear Tina,

Thank you for allowing Western Display Fireworks the opportunity to be a part of your upcoming celebration. We are pleased to present our proposal for the 2019 St Helens 4<sup>th</sup> of July fireworks display.

Please review the enclosed program and call us if you have any questions or if we can be of further assistance at this time. If the show is approved as written, please sign the enclosed Display Agreement and Purchase Order and return to Western by May 10<sup>th</sup> via fax, e-mail or in the envelope provided. This will allow us to proceed with all other arrangements for your show.

We appreciate your business and look forward to providing another spectacular fireworks display for your event.

Sincerely,

A handwritten signature in black ink, appearing to read "Heather Gobet". The signature is fluid and cursive.

Heather Gobet  
President





## Fireworks Display Proposal Summary

City of St Helens

St Helens 4<sup>th</sup> of July

July 4, 2019

Your display proposal includes the following services to be provided by Western Display Fireworks, Ltd:

- Provide display liability insurance with sponsors and property owners listed as additional insured
  - \$5,000,000 (per occurrence) general liability
- Process and pay for a General Fireworks Display Permit issued by the Oregon State Fire Marshal's office and approved by local police and fire authorities
- Prepare and submit the United States Coast Guard Application for Marine Event Permit
- Provide transportation by a properly licensed vehicle and a CDL hazmat driver for all equipment and pyrotechnics to and from the display site
- Provide \$5,000,000 commercial auto insurance to cover transportation
- Supply all necessary labor to conduct the display including a state certified pyrotechnician, assistant and crew covered under worker's compensation insurance
- Supply all pyrotechnics as listed on the attached detailed proposal
  - Complimentary product has been included in your display for signing the 2017-2019 Multi-Year Contract Addendum. These items include (7) spectacular 24-100 count multi-shot boxes.
- Provide all necessary mortars and firing equipment required to pre-load and fire the display



# WESTERN DISPLAY FIREWORKS LTD

## SHOW SCRIPT

St Helens, City of  
PO Box 278  
265 Strand St  
St Helens, OR 97051

Event Date: 7/4/2019  
Proposal #: 19-6111  
Show Name: St. Helens 4th of July

Quantity	Description
----------	-------------

- |   |   |
|---|---|
| 1 | SHOW OPENER   |
| 1 | 3" (25 Shot) FANNED Silver Glitter to Green Strobe                      |
| 5 | 4" Green Chrysanthemum  |
| 3 | 5" Green Crackling Flower   |
| 1 | 6" Silver to Crackling  |
| 1 | MAIN SHOW   |
| 1 | FOUR INCH SHELLS  |
| 2 | 4" (36) Sunny Assortment Package V25                                    |
|   | 4" Yellow Peony (2ea)   |
|   | 4" Red to Blue Peony w/ Tail (2ea)                                      |
|   | 4" Blue to Silver Peony (2ea)   |
|   | 4" Purple Dahlia (2ea)  |
|   | 4" Lemon Dahlia (2ea)   |
|   | 4" Orange Dahlia w/Silver Tail (2ea)                                    |
|   | 4" Red Coconut (2ea)  |
|   | 4" Yellow Chrysanthemum (2ea)   |
|   | 4" Blue Chrysanthemum (2ea)   |
|   | 4 Green Chrysanthemum (2ea)   |
|   | 4" Purple Chrysanthemum (2ea)   |
|   | 4" Blue Willow (2ea)  |
|   | 4" Orange to Green Bees (2ea)   |
|   | 4" Red to Silver Bees (2ea)   |
|   | 4" Purple Coconut (2ea)   |
|   | 4" Gold to Silver Diamond (2ea)   |
|   | 4" Orange Bee (2ea)   |
|   | 4" Red Bee (2ea)  |
| 2 | 4" Multi Color to Brocade (Long Duration)                               |
| 2 | 4" Pixie Dust Willow w/Stained Glass + Crackling Pistil (Long Duration) |
| 2 | 4" Pixie Dust Willow w/Crackling Rain (Long Duration)                   |
| 2 | 4" Pixie Dust Willow w/Aqua Pistil (Long Duration)                      |
| 2 | 4" Pixie Dust Willow w/Red Pistil (Long Duration)                       |
| 2 | 4" Tulip: Midnight Snow Ring / Red Pistil                               |
| 2 | 4" Tulip: Midnight Snow Ring / Purple Pistil                            |
| 2 | 4" Stained Glass  |
| 2 | 4" Straw Hat Midnight Snow Ring / Red Pistil                            |
| 2 | 4" Golden Rain Crossette  |
| 2 | 4" Stacked Color Bands  |
| 2 | 4" Midnight Snow Double Ring + Green Pistil                             |
| 2 | 4" Multi Color to Crackling Rain Double Ring                            |
| 2 | 4" Twilight Glitter w/ Red Pistil                                       |
| 2 | 4" Half Purple to Crackling Rain/Half Green to Crackling Rain           |
| 2 | 4" Half Aqua to Crackling Rain/Half Orange to Crackling Rain            |
| 2 | 4" Red Tail Thunder & Blue Stars  |
| 2 | 4" Tourbillion w/Report & Multi Color Stars                             |

# WESTERN DISPLAY FIREWORKS LTD

## SHOW SCRIPT

Proposal #: 19-6111

### Quantity Description

- 
- 2 4" Tourbillion + Crackling Rain Thousand Flower + Purple Stars
  - 2 4" Diamond Screamer & Red Stars
  - 2 4" Diamond Screamer & Blue Stars
  - 2 4" Diamond Screamer & Silver Crossette
  - 2 4" Large Golden Whirl w/Report + White Strobe
  - 2 4" Silver Whirl w/Reports + Green Stars
  - 1 FIVE INCH SHELLS
  - 1 5" (18) Sunny Assortment Package V25 (1 Each)
    - 5" Red Peony
    - 5" Yellow Peony
    - 5" Orange Peony
    - 5" Blue Glitter
    - 5" Variegated Glitter
    - 5" Green Dahlia
    - 5" Purple Dahlia
    - 5" Red Crossette
    - 5" Orange Crossette
    - 5" White Chrysanthemum
    - 5" Purple to Super Gold Flitter
    - 5" Glitter Silver to Yellow Chrysanthemum
    - 5" Silver Wave to Blue Chrysanthemum
    - 5" Blue Chrysanthemum to Crackling Flower w/ Red Pistil
    - 5" Red to Popping Flower
    - 5" Green to Popping Flower
    - 5" Blue to Red Chrysanthemum
    - 5" 4 Color Change Chrysanthemum
  - 1 5" Sweeper Ring Purple (Purple to Gold Wave)
  - 1 5" Multi Color to Brocade (Long Duration)
  - 1 5" Brocade w/Blue Pistil (Long Duration)
  - 1 5" Brocade w/ Red Pistil (Long Duration)
  - 1 5" Pixie Dust Willow w/1000 Green Flower (Long Duration)
  - 1 5" Pixie Dust Willow w/ Aqua Pistil (Long Duration)
  - 1 5" Pixie Dust Willow w/Purple Pistil (Long Duration)
  - 1 5" Tulip: Midnight Snow Ring / Purple Pistil
  - 1 5" Butterfly White Glitter to Green + 2 Red Stars
  - 1 5" Sunflower: Midnight Snow Ring w/Purple Pistil
  - 1 5" Straw Hat Midnight Snow Ring / Red Pistil
  - 1 5" Chinese Fan
  - 1 5" Golden Rain Crossette
  - 1 5" Crackling Crossette
  - 1 5" Stacked Color Bands
  - 1 5" Midnight Snow Double Ring + Green Pistil
  - 1 5" Twilight Glitter w/ Red Pistil

# WESTERN DISPLAY FIREWORKS LTD

## SHOW SCRIPT

Proposal #: 19-6111

### Quantity Description

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- 1 5" Half Purple to Crackling Rain/Half Green to Crackling Rain
- 1 5" Half Aqua to Crackling Rain/Half Orange to Crackling Rain
- 1 SIX INCH SHELLS
- 1 6" (9) Sunny Assortment Package W3 2019 ( 1 each )
  - 6" Purple Glitter w/Palm Core
  - 6" Red Palm Tree w/Silver Tail
  - 6" Variegated Color w/Tail
  - 6" White Mag. Dahlia
  - 6" litter Silver to Green Ring
  - 6" harcoal Crackling Chrysanthemum & Blue Ring w/Tail
  - 6" reen Crossette
  - 6" Blue to Crackling Chrysanthemum w/Tail
  - 6" Variegated Color w/Tail
- 1 6" (9) Sunny Assortment Package V25
  - 6" Purple Chrysanthemum & Glitter Palm Core
  - 6" White Dahlia
  - 6" Silver to Red Crossette
  - 6" Glitter Chrysanthemum w/ 2 Color Change
  - 6" Orange to Silver Crackling Spider w/ Silver Tail
  - 6" Red & Green Tip w/ Yellow Flower Dahlia w/ Tail
  - 6" Silver Strobe Willow Ring w/ Popping Flower Pistil
  - 6" Yellow Chrysanthemum Shell
  - 6" Purple to Crackling Willow flower w/ Tail
- 1 6" (9) Vulcan 2016 Stock Assortment VS6-AST
  - 6" Lemon Peony
  - 6" Crystal Cascade (Yellow) to Grasshopper Green Peony
  - 6" Blue to Crackling Rain
  - 6" Green to Crackling Rain
  - 6" Twilight Glitter to Red w/ Blue to Crackling Rain Pistil
  - 6" Yellow Chrysanthemum
  - 6" Willow to Red
  - 6" Weeping Gold to Green (Long Duration)
  - 6" Sapphire Blue to Brocade
- 1 MID SHOW VOLLEY
- 1 3" (25 Shot) Assorted Chrysanthemum w/Tail

# WESTERN DISPLAY FIREWORKS LTD

## SHOW SCRIPT

Proposal #: 19-6111

**Quantity Description**

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- 1 3" (25 Shot) Gold to Popping Flower / Blue to Popping Flower / Green Strobe Flitter w/Gold Tail
- 1 3" (25 Shot) Lemon w/Palm Core / Orange w/Palm Core / Pink w/Palm Core & Glitter Tail
- 1 3" (25 Shot) Red Chrysanthemum w/Tail
- 1 GRAND FINALE 1
- 2 2.5" (30 Shot) Fanned Red & Blue Magic Peony / Silver Palm Tree w/Tail
- 1 GRAND FINALE 2
- 20 3" Titanium Salute
- 3 4" (5) Red & Blue & White Strobe Trail / Artillery Titanium w/Silver Tail
- 2 5" (3) Red - Blue Silver Crackling Spider w/Whistle
- 1 6" (3) Red Glitter-Twinkling Strobe & Strobe Pistil, Blue-Silver Diamond w/Popping Pistil & Artillery Titanium w/Silver Tail
- 1 MISC SUPPLIES
- 9 20 Minute Fusee w/ Handle
- 6 Safety Glasses
- 6 Earplugs
- 1 1" x 60yd Masking Tape - Roll
- 2 Rubber Bands (Bag of 350)
- 30 Match Fuse for Packing - By the Foot
- 1 Foil - Small

## DISPLAY AGREEMENT AND PURCHASE ORDER

**THIS AGREEMENT** ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between Western Display Fireworks, Ltd., an Oregon corporation, whose address is set forth above, ("Western") and City of St Helens, whose address is PO Box 278, St Helens, OR 97051 ("Sponsor"). Western and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

In consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date(s) and location: July 4, 2019 shot from the south end of Sand Island, St Helens, OR 97051, as detailed in Proposal #19-6111, which is attached hereto and incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.
2. **Price and Payment Terms.** Total price of TWELVE THOUSAND DOLLARS AND NO/100 (\$12,000.00) is to be paid as follows: 25% of the total price, \$3,000.00 is due by MAY 10, 2019; the remaining balance of the price, \$9,000.00, is due in full on or before July 14, 2019. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
3. **Western Duties.** As part of the total price Western agrees to the following:
  - a. To supply all shells and other pyrotechnics listed on the Proposal;
  - b. Mortars, firing equipment and all other required materials necessary to perform its services hereunder;
  - c. Proper delivery, set-up, firing and presentation by pyrotechnic operator and crew covered under workers compensation insurance;
  - d. To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Western's responsibilities of Display site cleanup have been completed; and
  - e. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties.
4. **Sponsor Duties.**
  - a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement;
  - b. Sponsor agrees to provide a Gator (ATV) for crew use on the island;
  - c. Sponsor agrees to identify the fall out zone with caution tape and provide security;
  - d. Sponsor agrees to provide pontoon boat and driver to transport equipment; and
  - e. Sponsor agrees to provide a RV space on the waterfront property for pyrotechnic crew (Randy Pavlinac).
5. **Insurance.** Western agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$5,000,000. If requested in writing, Western shall provide Sponsor with a certificate of insurance within two weeks of the Display. All entities/individuals listed on the certificate of insurance will be deemed as additional insured pursuant to this Agreement.



6. **Indemnification.** Western agrees to indemnify, defend, and hold harmless the Sponsor, its agents and employees, and those entities/individuals listed on the certificate of insurance, from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that directly arise from the performance of the fireworks to the extent that such are occasioned by an act or omission of Western, its agents and employees. Sponsor agrees to indemnify, defend, and hold harmless Western, its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that arise from the performance of the fireworks to the extent that such are occasioned by any act or omission of Sponsor, its agents and employees. Each Party agrees to give the other Party prompt notice of any claims. Neither Party shall be responsible for consequential damages.
7. **Compliance with Laws.**
- a. Sponsor Responsibilities: SPONSOR agrees to perform their requirements in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2014 Edition (National Fire Protection Association) 8.1 General Requirements. The sponsor of the display shall make provisions for fire protection for the display. 8.1.1 The sponsor shall consult with the AHJ and the operator to determine the level of fire protection required. 8.1.2 The following shall apply to crowd control: (1) Monitors whose sole duty is the enforcement of crowd control shall be located around the display site and at other locations as determined by the sponsor. (2) The AHJ and the operator shall approve the provisions for crowd control. 8.1.2.1 Monitors shall be positioned around the display site to prevent spectators or any other unauthorized persons from entering the discharge site. 8.1.2.2 Where required by the AHJ, approved delineators or barriers shall be used to aid in crowd control. 8.1.2.3 Portions of the display site, other than the discharge site(s), shall be permitted to be open to the public prior to the display as long as the provisions of 4.2.2.2 are maintained. 8.1.2.4 Unescorted public access to the discharge site shall not be permitted where pyrotechnic materials are present during the period before the display. 8.1.2.5 The discharge site shall be restricted throughout the display and until the discharge site has been inspected after the display.
- b. Western's Responsibilities: Western shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated unless otherwise noted above in Sponsor duties. Western shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation. Western is responsible to insure that all materials and services supplied under this Agreement comply with all laws, rules and regulations of the State and the federal government relating thereto.
8. **Cancellation/Rescheduling by Sponsor.** If the Display is cancelled by the Sponsor after receipt of this signed Agreement but prior to departure from Western's facility, Sponsor agrees to pay 25% of the total price (\$3,000.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor after departure from Western's facility, Sponsor agrees to pay 50% of the total price (\$6,000.00). If the

Display is cancelled by the Sponsor after the physical show setup is complete, Sponsor agrees to pay 100% of the total price (\$12,000.00). If the Sponsor elects to reschedule the Display for an alternate mutually agreeable date, Western agrees to facilitate this rescheduling and Sponsor agrees to reimburse Western for new permit and other additional costs associated with this change.

9. **Safety / Weather Forced Cancellation.** Western agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on Western's behalf or the Authority Having Jurisdiction, to cancel or delay the Display if in the operator's judgment circumstances beyond the control of either Party pose an extraordinary risk to the health and safety of any persons or property within the vicinity of the Display.

If the product has been damaged as an attempt to execute the Display and cannot be safely reused, 100% of the price is due and Western has no further obligation under this Agreement. If the product is intact and reusable, Western agrees to store the product and execute the Display on a mutually agreeable future date. Sponsor agrees to reimburse Western for reasonable costs associated with the rescheduling of the event.

10. **Force Majeure.** Sponsor assumes the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Western which may prevent the Display from being safely performed on the scheduled date, which may cause the cancellation of the event for which Sponsor has purchased the Display, or which may affect or damage such portion of the Display as must be replaced and exposed a necessary time before the Display.
11. **Product Performance.** Sponsor recognizes and acknowledges that due to the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.
12. **Limitation on Damages.** In the event that Sponsor claims that Western has breached this Agreement or was negligent in performing its duties hereunder, Sponsor shall not be entitled to claim or recover monetary damages from Western beyond the amount that Sponsor has paid Western under this Agreement and shall not be entitled to a claim for or recover of consequential damages from Western, including, but not limited to, damages for lost income, business, or profits. Additionally, Western's liability for matters covered by the insurance set forth herein shall be limited to the limits of said insurance.
13. **Time.** Time is of the essence in this agreement. The Parties expressly recognize that in the performance of their respective obligations, each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party and may sustain substantial losses by reason of any failure of timely performance.
14. **Independent Contractor/No Joint Venture.** The Parties agree that Western is an independent contractor, and is not an agent or employee of Sponsor for any purpose. It is further agreed that Western's employees shall be, and remain, the employees of Western and not of Sponsor. Nothing in this Agreement or the actions of Western or Sponsor shall be construed as forming a partnership or joint venture between Sponsor and Western.

- 15. **Attorney Fees.** In the event that either Party to this Agreement shall enforce any of the provisions hereof by any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees, incurred therein by the prevailing Party.
- 16. **Jurisdiction.** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Oregon applicable to contracts.
- 17. **Severability.** In the event a court of competent jurisdiction determines that any provision of this Agreement is in violation of any statute, law, rule, regulation, ordinance or public policy, then the provisions of this Agreement that violate such statute, law, rule, regulation, ordinance or public policy shall be stricken or modified to the extent that such provision no longer violates such statute, law, rule, regulation, ordinance or public policy. All provisions of this Agreement that do not violate any statute, law, rule, regulation, ordinance or public policy shall continue in full force and effect for all purposes. Furthermore, any court order striking or modifying any provision of this Agreement shall modify or strike the provision in as limited a manner as possible to give as much effect as possible to the intentions of the Parties to this Agreement.
- 18. **Survival.** The terms of paragraphs 5, 6, 12, 15, and 16 shall survive the cancellation or termination of this Agreement.
- 19. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto respecting the matters within its scope and may be modified only in writing signed by both of the Parties hereto.

The pricing and product offered in the Proposal shall remain firm if this Agreement is mutually executed by both Parties on or before May 10, 2019.

Sponsor

Western Display Fireworks, Ltd.

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 By: Heather J. Gobet  
 Its: President  
 Date: \_\_\_\_\_



Western Display Fireworks LTD.  
St. Helens, OR  
Discharge Site 30'x20'  
45°51'49.66"N 122°47'28.10"W

Spectators

Spectators

Fall Out Area

Fall Out Area

Discharge Site  
30'x20'

Fall Out Area

Fall Out Area

N

100





**CITY OF ST. HELENS, OREGON**  
 PO Box 278  
 ST. HELENS, OR 97051  
 (503) 397-6272

**CONSTRUCTION CONTRACT**

<b>PROJECT</b> Repair of 48-inch CMP Bypass Pipeline Under Plymouth Street at Secondary Treatment Plant Lagoon		<b>CONTRACT NO.</b> SD-179	
<b>CONTRACTOR</b> Turney Excavating, Inc. P.O. Box 21597 Keizer, OR 97307		Corporation <input checked="" type="checkbox"/>	Partnership <input type="checkbox"/>
		Ltd Liability Co. <input type="checkbox"/>	Individual <input type="checkbox"/>
<b>PHONE</b> (503) 509-0553	<b>FAX</b> (503) 856-1207	<b>CONTRACTORS BOARD REGISTRATION NO.</b> #214481	
<b>EMAIL ADDRESS</b> mitch@turneyexcavating.com	<b>CITY BUSINESS LICENSE</b> #04692, Exp. 12/31/2019	<b>WORKER'S COMP CARRIER</b> BBSI	
<b>DESIGN PROFESSIONAL ("Designer")</b> N/A		<b>POLICY NO:</b> # 909439	<b>EXPIRATION DATE:</b> 9/19/19

**WORK:** Contractor will furnish labor, materials, incidentals, and services necessary to complete the following work ("Work") as specified herein in its entirety and as required to complete work in full: Remove and dispose of approximately 160 linear feet of existing 48-inch diameter corrugated metal pipe (CMP) located near the City's Wastewater Treatment Plant at 451 Plymouth Street and replace with new 48-inch diameter polymer-coated corrugated steel pipe (CSP), install a new 72-inch diameter manhole at the bend in the pipe, and backfill both pipe and manhole with Class B backfill per Specifications. The City shall provide necessary bypassing, pipe, manhole, ¾"-0 rock, excavation of the manhole, and access to dumpsite at N 2nd Street and Wyeth Street. Rock excavation is not anticipated in this project. Plymouth St east of the WWTP facility is currently closed to all pedestrian and thru traffic. Contract shall coordinate with the City's Public Works Department for the excavation of the manhole.

**CONTRACT PRICE:** Owner will pay Contractor for the Work the following amount ("Contract Price"): \$49,981.86 Contractor represents that it has inspected the Project and has made all investigations essential to a full understanding of the difficulties, which it may encounter in performing the Work. Contractor further represents that it has carefully reviewed and examined: (a) all of the Drawings, Specifications, General and Supplemental Conditions, addenda, amendments, modifications, etc.; and, (b) this Construction Contract and its terms and conditions ((a) and (b) collectively, "Contract Documents"). All of the Contract Documents, including the terms and conditions of this Construction Contract, are incorporated into this Construction Contract by this reference.

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

**CONTRACT TIME & LIQUIDATED DAMAGES:** Contractor agrees to substantially complete the Work in 30 days or less after the Commencement of the Work ("Contract Time"). If the Work is not substantially completed within the Contract Time, the resulting damages and loss to the Owner will be difficult to accurately ascertain. Therefore the Contractor agrees to pay Owner and Owner agrees to accept liquidated damages for late completion in the amount of \$150.00 per calendar day for each day elapsing from expiration of the Contract Time until Substantial Completion of the Work. The Owner and Contractor agree these liquidated damages represent a reasonable forecast of the Owner's actual damages and that they are not a penalty. The

Owner may deduct liquidated damages from any unpaid amounts due Contractor. Any liquidated damages not so deducted shall be payable to the Owner at the written demand of the Owner, together with interest from the date of the written demand.

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

**ACCEPTANCE:** Contractor accepts this Construction Contract, including all of its terms and conditions, by execution below or by commencing any part of the Work. Any additional or different terms proposed by the Contract are hereby rejected unless expressly identified and agreed to in writing by the Owner.

**OWNER:**

**CITY OF ST. HELENS**

Council Meeting Date: \_\_\_\_\_

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

Print: Rick Scholl

Title: Mayor, City of St. Helens

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

**CONTRACTOR:**

**TURNEY EXCAVATING, INC.**

Name of Firm

Signature: 

Print: Mitchell Turney

Title: President, Turney Excavating, Inc.

Date: 4/29/19

**Terms & Conditions**

1. **Definitions.** The following definitions apply to this Construction Contract:
  - 1.1. "Contract Documents" means the Construction Contract and these terms and conditions, and all of the Drawings, Specifications, General and Supplemental Conditions, addenda, amendments, modifications, etc. Unless specifically enumerated in the Contract Documents as a Contract Document, the Contract Documents do not include the invitation to bid, instructions to bidders, the Contractor's bid or proposal, or other documents relating to bidding instructions and requirements.
  - 1.2. "Drawings" means pictorial or graphic portions of the Contract Documents showing the design, location, dimensions, and details of the Work.
  - 1.3. "Project" means the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by other contractors.
  - 1.4. "Specifications" means the portions of the Contract Documents consisting or written requirements for and descriptions of the Work.
  - 1.5. "Work" means the construction required under the Contract Documents including work reasonably inferable as necessary to produce the results intended by the Contract Documents. The Work may include performing labor, furnishing and incorporating materials, equipment, and other components into the Project, and supplying goods.
2. **Owner.**
  - 2.1. The Owner is the City of St. Helens, Oregon. The Owner will designate a construction representative who will be the Contractor's point of contact for the Project and will coordinate the activities of the Contractor, the Owner, and any designer, on behalf of the Owner. The Owner may, in its discretion, designate new



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/29/2019

**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 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).**

<b>PRODUCER</b> BRYCE D JACKSON (24566) 12550 SE 93RD. AVE, SUITE 400 CLACKAMAS, OR 97015-0000	<b>CONTACT NAME:</b> BRYCE D JACKSON <b>PHONE (A/C, No, Ext):</b> 503-650-9573 <b>FAX (A/C, No):</b> 503-650-4491 <b>E-MAIL ADDRESS:</b> BRYCE.JACKSON@COUNTRYFINANCIAL.COM
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	INSURER A : COUNTRY Mutual Insurance Company      20990
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

<b>INSURED</b> 7361476 TURNEY EXCAVATING INC PO BOX 21597 KEIZER, OR 97307	
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**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AB9237930	3/3/2019	3/3/2020	EACH OCCURRENCE      \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$ 100,000 MED EXP (Any one person)      \$ 5,000 PERSONAL & ADV INJURY      \$ 1,000,000 GENERAL AGGREGATE      \$ 2,000,000 PRODUCTS - COMP/OP AGG      \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		AB9237930	3/3/2019	3/3/2020	COMBINED SINGLE LIMIT (Ea accident)      \$ 1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
A	<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	<input checked="" type="checkbox"/>		AU9256588	3/3/2019	3/3/2020	EACH OCCURRENCE      \$ 3,000,000 AGGREGATE      \$ 3,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT      \$ E.L. DISEASE - EA EMPLOYEE      \$ E.L. DISEASE - POLICY LIMIT      \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**JOB NAME:**  
 REPAIR OF 48-INCH CMP BYPASS PIPELINE UNDER PLYMOUTH STREET AT SECONDARY TREATMENT PLANT LAGOON  
 (CONTINUED)

<b>CERTIFICATE HOLDER</b>  CITY OF ST. HELENS PO BOX 278 ST. HELENS, OR 97051	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED	
POLICY NUMBER AB9237930		TURNEY EXCAVATING INC PO BOX 21597 KEIZER, OR 97307	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 4/29/2019	

#### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

WAIVERS:  
 THE INSURING COMPANY WAIVES ITS RIGHTS OF SUBROGATION (RIGHTS TO RECOVER) AGAINST THE CERTIFICATE HOLDER NAMED BELOW WITH RESPECT TO ANY PAYMENTS MADE FOR LIABILITY COVERAGE(S) UNDER THE POLICY(IES) SHOWN IN THE GENERAL LIABILITY SECTION OF THIS CERTIFICATE. THE INSURANCE AFFORDED BY THIS POLICY FOR THE ADDITIONAL INSURED(S) IS PRIMARY INSURANCE AND ANY OTHER INSURANCE MAINTAINED BY OR AVAILABLE TO THE ADDITIONAL INSURED(S) IS NON-CONTRIBUTORY.

ADDITIONAL INSURED(S):  
 CITY OF ST. HELENS ALL AGENTS, OFFICERS AND EMPLOYEES OF  
 PO BOX 278  
 ST. HELENS, OR 97051

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE PART  
 COMMERCIAL AUTO COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
 WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

With respect to coverage provided by this endorsement, the provisions of the Coverage Part (Policy) apply unless modified by the endorsement.

**Cancellation**

The following is added under the Cancellation Condition applicable to the Coverage Parts (Policy) listed above:

If we cancel this policy for any reason other than non payment of premium, we will mail written notice of cancellation to the certificate holder(s) on file with the Company. Notice will be provided prior to the effective date of cancellation. We will give the number of days notice as provided for in the Cancellation Condition of this policy. The notice will state the effective date of cancellation. The policy period will end on that date.

If you cancel this policy, or if we cancel for non payment of premium, we will mail written notice of such cancellation to the certificate holder(s) on file with the Company. The notice will state the date the policy was cancelled.

The notice will be mailed by first-class mail to the last known mailing address of the certificate holder(s) on file with the Company.

Any notice of cancellation provided by this endorsement applies only to the certificate holder(s) with a certificate of insurance applicable to this policy's period.

Our failure to send notice of cancellation to the certificate holder(s) will not amend, extend or alter the terms and conditions of this policy, including the cancellation of this policy.

If there is a conflict between any other policy cancellation provisions pertaining to the certificate holder(s) and this endorsement, the other policy provisions shall control.

Nothing contained here varies, alters, or extends any provisions of the policy except as provided in this endorsement.

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**Includes copyrighted material of American Association of Insurance Services, Inc., with its permission.**

**Contains copyrighted material of the National Council on Compensation Insurance, with its permission.**

construction representatives before, during, and after the life of the Project. "Owner" means the Owner or the Owner's designated representative.

- 2.2. Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner will secure necessary approvals and permits necessary for the Work.
- 2.3. Utilities will be indicated on the Drawings if the location is known to the Owner or the designer, and the Owner will provide the Contractor with any information in the Owner's possession concerning existing utilities. The Contractor will be primarily responsible for determining the location of utilities and for reviewing and confirming information provided by Owner with utility owners and otherwise.
- 2.4. If the Contractor fails to correct Work that is not in conformance with the Contract Documents or materially fails to carry out the Work in accordance with the Contract Documents or with reasonable promptness, the Owner may, but is not obligated to, issue a written order to the Contractor to stop the Work, or any portion thereof. The Owner's exercise of its right to stop the Work will not relieve the Contractor of any of its responsibilities and obligations under the Contract Documents.

### **3. Contractor.**

- 3.1. The Contractor will remain properly licensed with the Oregon Construction Contractors Board throughout the performance of the Work. Prior to Commencement of the Work, Contractor will designate in writing a representative who shall have the authority to bind the Contractor with respect to all matters under this Construction Contract. "Contractor" means the Contractor or the Contractor's designated representative.
- 3.2. The Contractor will perform the Work in strict accordance with the Contract Documents and in a workmanlike manner. Unless otherwise expressly provided for in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, water, heat, electricity, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 3.3. Before starting each portion of the Work, the Contractor shall carefully study and compare the Contract Documents and the Project location relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work. The Contractor shall promptly notify the Owner of any errors, omissions, or inconsistencies in the Contract Documents of which it becomes aware or that a qualified contractor should recognize with the use of reasonable diligence. The Contractor's review will be made in the Contractor's capacity as a contractor and not as a licensed design professional.
- 3.4. The Contractor will be solely responsible for, and have control over, the construction means and methods for the Work unless the Contract Documents give other specific instructions concerning certain matters. If the Construction Documents give specific instructions for the means and methods, the Contractor shall evaluate the job safety of performing in accordance with the Contract Documents before performing any work and notify the Owner and not proceed if it determines that the means and methods specified are not safe. Contractor is solely responsible for the safety of all construction means and methods for the Work.
- 3.5. The Contractor may make substitutions only with the written consent of the Owner.
- 3.6. The Contractor shall comply with and give notices required by applicable laws, rules, and regulations, or otherwise required by public agencies or authorities applicable to the performance of the Work.

### **4. Schedule.**

- 4.1. Before Commencement of the Work, the Contractor will prepare and submit to the Owner a construction schedule for the Work. The schedule shall not exceed the time for the Work and shall be updated during the performance of the Work at least on a bi-weekly basis. Bi-weekly schedule updates shall be submitted to the Owner bi-weekly. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner. The construction schedule shall be in a detailed precedence-style critical path method

(CPM) type format, which shall include any interim dates that are critical in insuring the timely completion of the Work. The Contractor shall indicate in the schedule updates any Work that is not proceeding according to the original schedule and shall provide a written plan of action to bring the Work into compliance with the schedule or to ensure that the Work will be completed within the Contract Time. Any modifications to the Contractor's schedule notwithstanding, the Contractor shall remain responsible to complete the Work within the Contract Time.

- 4.2. If the Work is not proceeding according to the schedule and the Owner does not reasonably believe Contractor's proposed actions or schedule modifications are sufficient to accomplish completion of the Work within the Contract Time, the Owner may find the Contractor to be in default. If the Contractor fails to cure such default by submitting proposed actions or schedule modifications, reasonably acceptable to the Owner, within seven (7) days of receiving written notice of the default, the Owner may perform such work as the Owner deems necessary to bring the Work into compliance with the current schedule and to credit the costs thereof against payments due to the Contractor. Such action shall not constitute the Owner's waiver of any other rights, claim or claims against the Contractor resulting from the Contractor's failure to perform on schedule or within the Contract Time.

## **5. Subcontracting.**

- 5.1. Any work that is performed by a person which is not hired and paid as an employee of the Contractor, including Work performed with construction equipment that is rented with an operator, must be performed under a written subcontract that meets the requirements of this Article. A prospective subcontractor or sub-subcontractor must qualify as an independent contractor under ORS 670.600. Each subcontract shall require the subcontractor to assume toward the Contractor all obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. The Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors.
- 5.2. Each subcontract and materials contract shall require that the subcontracted portion of the Work be performed and materials to be supplied in accordance with the requirements of the Contract Documents.
- 5.3. Each Subcontract must include a provision requiring the subcontractor or sub-subcontractor, as the case may be, to carry the same liability insurance and workers' compensation insurance coverage that the Contractor is required to carry under the Contract Documents.
- 5.4. Each subcontract must state that the subcontractor or sub-subcontractor will defend and indemnify Owner and its officers, employees, and agents against any and all third party claims arising out of the subcontractor's or sub-subcontractor's negligence or other wrongful acts or omissions.
- 5.5. No subcontractor, sub-subcontractor, or supplier will be deemed to have any contractual relationship with the Owner, nor deemed to be a third party beneficiary of this Construction Contract. Notwithstanding any provision of the Contract Documents or Oregon Revised Statutes, the Owner had no, and will have no, obligation to pay or to assure the payment of any amounts due any subcontractor, or sub-subcontractor, or any supplier, and the Contractor shall defend and hold the Owner harmless from any claims asserted by a subcontractor, sub-subcontractor, or supplier who has not received payment when due.
- 5.6. The Contractor will schedule, supervise, and coordinate the operations of all Subcontractors. No subcontracting of any of the Work shall relieve the Contractor from its responsibility for the performance or any other of its obligations under the Contract Documents.

## **6. Shop Drawings.**

- 6.1. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
  - 6.2. Shop Drawings and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review and/or approval by the Owner does not constitute approval of any change from the requirements of the Contract Documents, any safety precautions, or of any construction means, methods, techniques, sequences or procedures. The Owner's review is solely for the benefit and protection of the Owner and the Contractor may not rely upon any such review or approval as an acknowledgement or certification that the submittal is accurate, complete, or proposes work in compliance with all aspects of the Contract Documents.
  - 6.3. The Contractor shall review for compliance with the Contract Documents, approve and submit to the Owner Shop Drawings and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.
  - 6.4. By submitting Shop Drawings and similar submittals, the Contractor represents to the Owner that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Contract Documents.
  - 6.5. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings or similar submittals until the respective submittal has been approved by the Owner.
  - 6.6. The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner's approval of Shop Drawings or similar submittals unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submittal and a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings or similar submittals by the Owner's approval thereof.
  - 6.7. The Contractor shall make all corrections to Shop Drawings or similar submittals requested by the Owner and provide a corrected Submittal without change in the Contract Price or Contract Time.
- 7. Concealed and Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents; or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner before the conditions are disturbed and in no event later than three (3) calendar days after first observance of the conditions. The Owner will promptly investigate such conditions and the Owner will make a determination whether they will cause an increase or decrease in the cost of the Work or the time required for performance of the Work. The Owner will notify the Contractor of the Owner's decision. If the Contractor does not agree with the Owner's decision, the disagreement will be subject to the provisions of the Contract Documents on resolution of Claims and Disputes. No adjustment in the Contract Time or Price will be allowed, however, in connection with concealed or unknown conditions which reasonably should have been disclosed by the Contractor's prior inspections, tests, reviews and preconstruction services.
- 8. Changes.**
- 8.1. A "Change Order" is a written instrument signed by the Owner and Contractor stating their agreement upon a change in the Work, a change, if any, in the Contract Price, and a change, if any, in the Contract Time. Agreement on any Change Order shall constitute a final settlement of all matters relating to the Work that is the

subject of the Change Order, including, but not limited to, all direct and indirect costs associated with changes and any and all adjustments to the Contract Price and the Contract Time.

- 8.2. A "Construction Change Directive" is a written order prepared by the Owner or an authorized representative of the Owner or the Owner's designer, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price or Contract Time, or both. The Owner, its authorized representative or its designer may by Construction Change Directive, without invalidating the Contract, order changes in the Work. A Construction Change Directive shall be used in the absence of agreement on the terms of a Change Order.
- 8.3. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Price or Contract Time.
- 8.4. The Owner and the Contractor shall attempt to negotiate fair and reasonable adjustments for changes in the Work prior to the time when the Owner directs changed Work to be performed. If the Owner and the Contractor are unable to agree upon change order terms prior to the time for performance of the changed Work as stated in or reasonably inferable from the Owner's direction, the Contractor will proceed with the changes. In such event, the Contractor shall keep daily records as to all labor employed and materials and equipment supplied in connection with the changes. The Contractor's records shall itemize costs for labor, materials, equipment rental, and transportation. The Contractor shall submit the records for approval by the Owner daily. If the Contractor fails to keep such records, all such Work will be deemed to have been performed at the Contractor's own risk.
- 8.5. In the absence of applicable unit prices or other agreement, the changed Work will be priced as follows: for additional Work to be performed by Contractor's own forces, Contractor shall add an amount equal to Contractor's direct costs for labor, materials, equipment rental, and transportation, plus ten percent (10%) for profit, overhead, and to cover all other charges for or in connection with such work. The percentage fee includes, but is not limited to, all charges for layout, supervision (field and home office), small tools and related items, general expenses, overhead, and profit.
- 8.6. For work to be deleted, Contractor shall deduct an amount equal to the direct cost savings for labor, material, equipment, transportation, and taxes deleted from the work, less ten percent (10%).
- 8.7. In no event shall the Contractor proceed with changes in the Work without a written order from the Owner or an authorized representative of the Owner or the Owner's designer to so proceed. The Owner will be under no obligation to pay for unauthorized extra, additional, or changed Work performed by the Contractor without a written Change Order or other written order to proceed executed by the Owner or an authorized representative of the Owner or the Owner's designer.
- 8.8. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly payment and make payment for the amount that the Owner determines to be reasonably justified. The Owner's interim determination and payment for the changed Work shall change the Contract Price on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim.
- 8.9. The Contractor shall maintain books, records, documents, and other evidence pertaining to the costs incurred by the Contractor in connection with the Contract ("the Records") to such extent and in such detail as will properly reflect and fully support all costs, charges, and other amounts of whatever nature for which reimbursement or payment is or may be claimed under the Contract. The Contractor shall preserve such Records for a period of three (3) years following the date of final payment under the Contract. The Contractor agrees to make available at the office of the Contractor at all reasonable times all Records for inspection, audit, and reproduction by the

Owner. The Owner reserves the right to audit the Contractor's books and Records at any time with respect to the cost of changes in the Work. If the audit determines that the Contractor has billed or has been paid one hundred and two percent (102%) or more of the amount due under the Contract Documents, the Contractor shall reimburse the Owner for the cost of such audit.

## 9. Delay & Acceleration.

- 9.1. No claim for delay shall be allowed the Contractor, including claims for delay on account of the Owner's failure or interference, unless the Contractor provides written notice of the delay to the Owner within three (3) days of the occurrence of the event giving rise to the delay. If the Contractor fails to provide timely notice of delay, the Contractor shall be deemed to have waived its right to recover additional compensation or time because of the delay.
- 9.2. The Owner reserves the right to accelerate the schedule from time to time upon written direction to the Contractor to so accelerate. If the forces of the Contractor or any of its subcontractors are required to work overtime as a result of such acceleration, the Owner will reimburse the Contractor for the premium portion of overtime wages paid plus applicable federal and state payroll taxes and other actual payroll costs attributable to the overtime premium. Reimbursement for such acceleration shall not include any markup for overhead or profit of the Contractor or its subcontractors on the premium portion of overtime wages. This provision shall have no application to overtime work that the Contractor is required to perform due to its own failure to meet the schedule or, without limitation, due to any other fault of the Contractor.

## 10. Payment.

- 10.1. Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner, before the first Application for Payment or other invoice, a schedule of values allocating the entire Contract Price to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- 10.2. Based upon the percentage of the Work completed and Contractor's Applications for Payment, including all supporting documentation submitted to the Owner by the Contractor, the Owner shall make progress payments to the Contractor as provided below.
- 10.3. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. Provided that an Application for Payment is received by the Owner not later than the 30<sup>th</sup> day of a month, the Owner shall make payment not later than the 30<sup>th</sup> day of the following month. If an Application for Payment is received after the application date fixed above, payment shall be made by the Owner not later than 30 days after receipt of the Application for Payment.
- 10.4. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. In addition to other required items, each Application for Payment shall be accompanied by (1) a current sworn statement from the Contractor setting forth all subcontractors and material suppliers with whom the Contractor has subcontracted, the amount of such subcontract, the amount requested for any subcontractor or material supplier in the Application for Payment and the amount to be paid to the Contractor from such progress payment, together with a current, duly executed waiver of lien from the Contractor establishing satisfaction of the payment requested in the current Application for Payment; and (2) commencing with the second Application for Payment, duly executed waivers of liens from all subcontractors, material suppliers and, if appropriate, from lower tier subcontractors, with respect to payments disbursed prior to the current Application for Payment.
- 10.5. The amount of each progress payment shall be computed as follows:
  - 10.5.1. Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract

Price allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%) (pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included);

- 10.5.2. Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%); and
- 10.5.3. Subtract the aggregate of previous payments made by the Owner.
- 10.6. Upon Substantial Completion of the Work and with consent of surety, retainage withheld shall be paid to the Contractor, less the amount the Owner determines in its reasonable discretion to represent one hundred and fifty percent (150%) of the cost to complete unfinished Work and one hundred and fifty percent (150%) of the amount reasonably necessary to protect the Owner from unsettled claims.
- 10.7. The Owner shall have the option, but not the obligation, to reduce the retainage requirements of this Construction Contract or release any portion of retainage prior to the date specified above. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of (1) any of the Owner's rights to retainage in connection with other payments to the Contractor or (2) any other right or remedy that the Owner has under the Contract Documents, at law or in equity.
- 10.8. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Contractor has fully performed the Contract. The Owner's final payment to the Contractor shall be made no later than 30 days after receipt of the Contractor's final Application for Payment and inspection of the Work by the Owner. The Owner will inspect the Work promptly upon receipt of the Contractor's final Application for Payment.
- 10.9. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.
- 10.10. In accordance with ORS 279C.570, the Owner shall pay to the Contractor interest on the progress payment, not including retainage, due the Contractor. The interest shall commence 30 days after receipt of the invoice from the Contractor or 15 days after the payment is approved by the Owner, whichever is the earlier date. The rate of interest shall be the rate provided under ORS 279C.570(2). If an invoice is filled out incorrectly, when there is any defect or impropriety in any submitted invoice or when there is a good faith dispute, the Owner will notify the Contractor within 15 days stating the reason or reasons the invoice is defective or improper or the reasons for the dispute. If a defective or improper invoice is corrected by the Contractor and received by the Owner within seven days of the Owner's notice, payment will not be delayed beyond the date otherwise due unless interest is also paid.
- 10.11. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which payment has been received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.
- 10.12. Pursuant to ORS 279C.505, Contractor will:



- 10.12.1. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract;
  - 10.12.2. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract;
  - 10.12.3. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and
  - 10.12.4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- 10.13. Pursuant to ORS 279C.515, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the contracting agency may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract.
- 10.14. Pursuant to ORS 279C.515, if Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or Contractor, Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
- 10.15. Pursuant to ORS 279C.515, if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- 10.16. Pursuant to ORS 279C.530, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- 10.17. Pursuant to ORS 279C.580(3), Contractor must include in each subcontract for property or services entered into by Contractor, including a material supplier, for the purpose of performing this Construction Contract:
- 10.17.1. A payment clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the contracting agency under the contract; and
- An interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract under subparagraph 10.17.1 of this paragraph.

Contractor may not be obligated to pay an interest penalty if the only reason that Contractor did not make payment when payment was due is that Contractor did not receive payment from the Owner when payment was due.

- 10.17.2. The interest penalty shall be: (1) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (2) Computed at the rate specified in ORS 279C.515(2).
- 10.18. Contractor's obligation to pay a late payment interest penalty to a subcontractor under the payment terms of this Construction Contract is not an obligation of the Owner. A contract modification will not be made for the purpose of providing reimbursement of such late payment interest penalty. Contractor will not include any amount for reimbursement of such late payment interest penalty in any cost reimbursement claim.
- 10.19. The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Designer shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.
- 10.20. A payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- 10.21. The Owner may condition any payment otherwise due to Contractor upon the Contractor's prior submission of unconditional lien waivers from subcontractors and suppliers covering any work for which Contractor has received payment from the Owner.

## **11. Completion.**

- 11.1. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Owner's receipt of all certificates of occupancy and any other permits, approvals, licenses, and documents from any governmental authority having jurisdiction necessary for the beneficial occupancy of the Project shall be a condition precedent to Substantial Completion.
- 11.2. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 11.3. The Owner may use any completed or partially completed portions of the Work. If such use unreasonably interferes with the continued performance of the Work by the Contractor, the Contractor will be entitled to an equitable adjustment in Contract Price and Contract Time.
- 11.4. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment; and

(5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens or claims arising out of the Contract.

- 11.5. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **12. Obligations of the Contractor.**

- 12.1. The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall not perform any Work on or near and will not disturb any utility lines, fiber-optic cables, or similar equipment and structures without the prior written consent of the Owner and the utility or service company owning such lines, cables, or structures.
- 12.2. The Contractor shall keep the Project site and surrounding area free from accumulation of waste materials or rubbish caused by Contractor. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.
- 12.3. The Contractor shall provide the Owner access to the Work, or portions of the Work, in preparation and progress wherever located.
- 12.4. The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and any designer harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner. However, if the Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner.
- 12.5. In addition to the Contractor's indemnity obligations under this Construction Contract, Contractor will hold the Owner, and its agents and employees, harmless from all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees), and punitive damages (if any) to the full extent arising out of any (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority that bears upon the performance of the Work by the Contractor, its subcontractors, or any person or entity for whom either is responsible; (2) the exercise of discretion with respect to means, methods, procedures, techniques, or sequences of execution or performance of the Work; and (3) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person or entity for whom either is responsible.
- 12.6. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.
- 12.7. The Contractor acknowledges and agrees that it has the duty and obligation to furnish its employees, and the employees of others, a safe place to work whether on-site or off-site. Contractor shall furnish its agents and

employees with all necessary protective clothing, protective equipment, and monitoring equipment, and shall conduct a "Safety Orientation" for all new hires.

- 12.8. In the performance of the work, the Contractor shall conform to the highest safety practice standards. To that effect, Contractor shall organize and vigorously maintain a comprehensive Safety Program covering all phases of the Work which shall conform to all safety practices required by the Owner, and all federal, state, or local laws, rules or regulations applicable to health and safety and all other legally required safety and health standards, orders, rules, regulations, and other laws. Contractor shall be solely responsible for ensuring compliance with Contractor's Safety Program and such laws, rules, or regulations, and may not rely on the Owner to enforce the same.
- 12.9. Contractor shall designate a "Safety Representative" to implement and maintain Contractor's Safety Program on all shifts worked. The Safety Representative shall have the Authority to stop Contractor's Work in the event of unsafe or potentially unsafe conditions.
- 12.10. Within 24 hours after each occurrence, Contractor shall furnish to Owner a written report of all injuries to persons or damage to property. A complete accident investigation report shall be submitted at the same time.
- 12.11. Contractor is required to comply with all applicable "Hazard Communication/Right to Know" laws concerning toxic or hazardous substances. Contractor shall maintain an index of those materials that are stored or used in the performance of the Work which contain toxic or hazardous substances. A copy of said list shall be provided to Owner. Contractor shall make Material Safety Data Sheets available to all its employees. Copies of all reports made pursuant to the Material Safety Data Sheets shall be furnished to Owner.
- 12.12. Contractor and all its subcontractors are required to maintain a drug and alcohol free working environment. Contractor shall conduct new-hire, post-accident, and reasonable-cause drug and alcohol screening tests.
- 12.13. Contractor shall keep the Project and its premises free from debris and unsafe conditions resulting from Contractor's Work.
- 12.14. If Contractor fails to commence compliance with the duties of this Article within 24 hours after receipt from Owner of written notice of non-compliance, Owner may, but is not obligated to, perform such necessary cleanup or implement safety measures without further notice and deduct the cost thereof from any amounts due or to become due Contractor.

### **13. Hazardous Materials.**

- 13.1. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.
- 13.2. Upon receipt of the Contractor's written notice, the Owner shall verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume.
- 13.3. The Owner shall not be responsible for materials or substances, including hazardous materials, whether or not called for in the Contract Documents, the Contractor brings to the site.

- 13.4. The Contractor shall indemnify the Owner for the reasonable cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles; or (2) where the Contractor fails to perform its obligations to stop Work and notify the Owner of the hazardous materials, except to the extent that the cost and expense are due to the Owner's fault or negligence.
- 13.5. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense reasonably incurred thereby

#### **14. Warranty & Correction.**

- 14.1. The Contractor warrants that materials and equipment furnished by Contractor will be new and of good quality unless the Contract Documents require or permit otherwise. The Contractor warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. The Contractor's warranties exclude normal wear and tear and damage caused by abuse. Any equipment or machinery incorporated into the Work must be cleaned, conditioned, installed, and tested in accordance with the instructions of the manufacturer. The Contractor shall assign to the Owner, at the time of final completion, any and all manufacturer's warranties or guarantees relating to any components of the Work and shall perform the Work so as to preserve all such warranties.
- 14.2. If a portion of the Work has been covered that the Owner has not specifically requested to examine prior to its being covered, the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.
- 14.3. Before Substantial Completion, the Contractor shall promptly correct Work failing to conform to the requirements of the Contract Documents. Costs of correcting such Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any services and expenses of the Owner made necessary thereby, shall be at the Contractor's expense.
- 14.4. If, within one year after the date of Substantial Completion of all of the Work, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If, after 10 days of receipt of the Owner's notice, the Contractor fails to correct nonconforming Work, the Owner may correct it and the Contractor agrees to reimburse the Owner for the cost of correction promptly upon the Owner's demand. In case of an emergency where, in the opinion of the Owner, delay would cause serious loss or damage, corrective work may be undertaken without advance notice to the Contractor, but Contractor and its surety will remain liable for such expenses incurred. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work. The one-year period for correction of Work shall also be extended for corrective Work performed by the Contractor.
- 14.5. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- 14.6. No correction obligation of the Contractor shall be construed to establish a period of limitation with respect to other obligations, such as warranty obligations, the Contractor has under the Contract Documents.

Establishment of the one-year period for correction of Work relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

## **15. Claims & Disputes.**

- 15.1. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. A Claim also is any other dispute between the Owner and Contractor arising out of or relating to the Construction Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- 15.2. If the Contractor claims that any instructions issued after the effective date of this Construction Contract, by drawings or otherwise, involve extra costs, Contractor shall be entitled to reimbursement for such extra costs only to the extent the Contractor so notifies the Owner in writing before proceeding to execute the affected Work and within seven (7) calendar days after receipt of such instructions. Claims and demands for any other cause, whatsoever, by the Contractor against the Owner must be served in writing upon the Owner within seven (7) calendar days from the occurrence of the cause giving rise to the claim. Timely compliance with the written claim requirements of this Construction Contract are a condition precedent to the Contractor's right to payment on account of any claim and failure to provide such written claim or demand or notice shall constitute a waiver of such claim.
  - 15.2.1. Pending final resolution of a Claim, except as otherwise agreed in writing by the Owner, the Contractor shall proceed diligently with performance of the Construction Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
  - 15.2.2. If the Contractor wishes to make a Claim for a delay, written notice shall be given within three (3) calendar days of the occurrence of the event giving rise to the delay. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. The Contractor will not be entitled to additional Contract Time for delays that do not affect the critical path of the Work.
  - 15.2.3. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. Contractor will not be entitled to additional compensation for delays caused by adverse weather conditions or any caused beyond the Owner's control.
  - 15.2.4. Upon timely receipt of a properly completed Claim and any documentation and/or evidence necessary to substantiate the Claim, the Owner shall evaluate the Claim and provide the Contractor with its written decision either accepting the Claim (in whole or in part) or rejecting the Claim (in whole or in part) within 20 days. The Owner may, but is not required to, seek the recommendation of any designer on any Claim. Should the Owner reject the Claim in whole or in part, the Owner shall generally explain the reasons for such rejection.
  - 15.2.5. The Contractor and the Owner agree that any dispute that may arise under this Construction Contract will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to commencement of arbitration or litigation. Such mediation shall occur at the place where the Project is located and the mediation fee and expenses shall be shared equally by the parties who agree to exercise their best efforts in good faith to resolve all disputes in mediation.

- 15.2.6. Any controversy or claim arising out of or relating to this Construction Contract or the breach of this Construction Contract shall be settled exclusively by arbitration under the laws of the State of Oregon, and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time. Notwithstanding any rule to the contrary, either party will have the option to initiate arbitration according to the American Arbitration Association rules and subject to its administration. All disputes shall be heard and decided by one arbitrator selected by both parties, unless either party makes claims which exceed \$300,000, in which event each party shall select one arbitrator and the two arbitrators so selected shall then select a third arbitrator. Both parties agree to comply with the decision of the arbitrator, which shall be final and binding.

## 16. Termination.

- 16.1. The Owner may terminate this Construction Contract if the Contractor:
- 16.1.1. Materially refuses or fails to supply enough properly skilled workers or proper materials;
  - 16.1.2. Fails to make proper payment to Subcontractors for materials or labor;
  - 16.1.3. Materially disregards applicable laws, statutes, ordinances, or rules and regulations; or
  - 16.1.4. Otherwise is guilty of material breach of the Contract Documents.
- 16.2. When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, three days' written notice, terminate employment of the Contractor (a termination "for Cause") and may, subject to any prior rights of the surety, finish the Work by whatever reasonable method the Owner may deem justified.
- 16.3. When the Owner terminates the Construction Contract for Cause, the Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The right of payment under Article 17 to the Contractor or Owner, as the case may be, shall survive termination of the Contract.
- 16.4. **Suspension.** The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine. The Contract Price and Contract Time shall be equitably adjusted for any such suspension.
- 16.5. **Assignment.** Each subcontract for a portion of the Work is assigned by the Contractor to the Owner, provided that the (1) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article 16 herein and only for those subcontracts that the Owner accepts by notifying the Subcontractor and Contractor in writing

When the Owner accepts the assignment of a subcontract, the Owner assumes the Contractor's rights and obligations under the subcontract.

- 16.6. **Termination for Convenience.** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- 16.6.1. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:
    - 16.6.1.1. Cease operations as directed by the Owner in the notice;

- 16.6.1.2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
  - 16.6.1.3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- 16.6.2. In case of a termination for the Owner's convenience, the Contractor shall be entitled to receive payment, including reasonable overhead and profit, for Work executed, and costs incurred by reason of such termination. Contractor shall not be entitled to recover any overhead or profit on Work not performed by reason of the termination or otherwise.

## 17. Indemnity & Insurance.

- 17.1. To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner and the Owner's agents and employees for, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.
- 17.2. Prior to the start of the Contractor's Work, and before any payment is made to the Contractor, Contractor will purchase and maintain in force the following minimum insurance coverage and limits of liability:
- 17.2.1. Worker's Compensation and Employer's Liability meeting statutory limits mandated by State and Federal laws.
  - 17.2.2. Commercial or Comprehensive General Liability including all major divisions of coverage, including, but not limited to, Premises/Operations, Completed Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability (including coverage for the Contractor's indemnity obligations and other contractual indemnity obligations assumed by the Contractor), Personal Injury, and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground Hazards)

### Employer's Liability Insurance

- \$ 2,000,000.00 Each Occurrence
- \$ 2,000,000.00 Disease – Each Employee
- \$ 2,000,000.00 Disease – Policy

### Commercial or Comprehensive General Liability insurance

- \$ 2,000,000.00 Each Occurrence Limit
- \$ 2,000,000.00 General Aggregate
- \$ 2,000,000.00 Products/Completed Operations Aggregate
- \$ 2,000,000.00 Personal and Advertising Injury
- \$ 2,000,000.00 Limited Job Site Pollution Occurrence Sub-Limit

### Comprehensive Automobile Liability Insurance

- \$ 2,000,000.00 Each Occurrence Combined Single Limit
- \$ 2,000,000.00 Aggregate Bodily Injury & Property Damage
- or
- \$ 2,000,000.00 Each Person Bodily Injury



\$ 2,000,000.00 Each Occurrence Bodily Injury  
 \$ 2,000,000.00 Each Occurrence Property Damage  
 \$ 2,000,000.00 Each Occurrence Pollution Occurrence Sub-Limit

The policy shall be endorsed to have the General Aggregate apply to this Project Only.

- 17.2.3. Products and Completed Operations insurance shall be maintained for a minimum period of at least two (2) years after completion of the Contractor's Work.
- 17.2.4. The Comprehensive General Liability and Commercial General Liability insurance policies shall provide aggregate limits per project, and shall evidence such coverage by use of endorsement CG 25 03 or equivalent. Comprehensive Automobile Liability insurance required shall also include coverage for all owned, hired, leased, and non-owned automobiles.
- 17.2.5. If the Contractor, in performing the Work, will be required to employ workers who are required to be covered under the Federal Longshore and Harbor Worker's Act, then Subcontractor shall obtain such coverage. If the Contractor's Work involves the use of watercraft, the Contractor shall procure and maintain Protection and Indemnity insurance coverage (which coverage shall apply to all of the crewmembers as well as passengers) with limits of \$5,000,000 or the value of the watercraft, whichever is greater. If the Contractor's Work involves the use of aircraft, the Contractor shall procure and maintain aircraft liability coverage on an occurrence basis for owned and non-owned aircraft, with limits of \$1,000,000 per passenger or \$5,000,000, whichever is greater.
- 17.2.6. The Contractor shall maintain in effect all insurance coverage required under this Article, or by the other Contract Documents, at the Contractor's sole expense and with insurance companies acceptable to the Owner. The Owner expressly reserves the right to disapprove of any insurance company(ies) proposed to be used by the Contractor and to require that the Contractor's policies be written by an acceptable company. The Owner may not, however, arbitrarily or unreasonably withhold its acceptance of a proposed insurance company. In the event the Contractor fails to obtain or maintain any insurance coverage required, the Owner may purchase such coverage and charge the expense thereof to the Contractor. The Owner's approval, purchase, or maintenance of any insurance will not constitute a limitation on the Contractor's liability.
- 17.3. The Contractor's insurance policies must be written on an occurrence basis, with no "sunset" clauses, and shall not contain coverage exclusions for explosion, building collapse, or damage to underground facilities. The Contractor's insurance policies that insure against claims for damages to or destruction of property must also insure against claims for the loss of use of such property. In addition, insurance policies provided by the Contractor shall contain an endorsement that specifically provides primary coverage for the benefit of the Owner when it is alleged that the Owner has "borrowed" a servant from the Contractor, or from the Contractor's subcontractors, and the Owner is allegedly liable because of the "Borrowed Servant Doctrine."
- 17.4. Any deductible amount applied to any loss payable under Builders Risk Insurance shall be borne by the insured's interest whose Work is damaged in direct proportion as their individual losses shall bear to the total loss, regardless of whether such loss is to work installed and completed, to materials stored on or off site, or to materials in transit.
- 17.5. Except for Worker's Compensation insurance policies, the Contractor shall endorse all policies to name the Owner (including its affiliates, parents, and subsidiaries) as additional insured on a primary and noncontributory basis with respect to liability arising out of (1) operations performed for the Owner by the Contractor, and (2) claims for bodily injury or death brought against the Owner by the Contractor's employees, or employees of the Contractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. To the fullest extent allowable under applicable

state law, such insurance afforded to the Owner as additional insureds under the Contractor's policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the Owner.

- 17.6. If owners of the Contractor perform work on or in connection with the Project, they shall each elect coverage for themselves under the applicable workers' compensation law and insurance policies.
- 17.7. Prior to commencement of the Work, or within five (5) days from the date of execution of this Construction Contract, whichever is sooner, and as a condition precedent to any payment, the Contractor shall provide the Owner with Certificates of Insurance in a form acceptable to the Owner which shall provide satisfactory evidence that the Contractor has complied with all insurance requirements of this Construction Contract. Certificates shall evidence existence of endorsement CG2010 (1985) or the equivalent. At the Owner's sole option, it may require, in addition to Certificates of Insurance, properly completed and executed insurance endorsement forms, in a form acceptable to the Owner, evidencing the required insurance coverage and/or certified copies of policies. Such Certificates of Insurance and/or endorsement forms shall include a provision that the coverages afforded thereunder shall not be cancelled, nor non-renewed, nor restrictive modifications added, unless at least thirty (30) days' prior written notice is given to the Owner. If the Certificate of Insurance includes language to the effect that – "This certificate is issued as a matter of information only and confers no rights upon the certificate holder" – such language shall be deleted.
- 17.8. The Owner and the Contractor waive all rights against each other and the Designer, separate contractors, and all other subcontractors for loss or damage to the extent covered by builder's risk or completed operations or any other property or equipment insurance, except such rights as they may have to the proceeds of such insurance; provided, however, that such waiver shall not extend to the acts of any architect or designer. In addition, the Contractor's workers compensation insurance policy shall contain a provision that the Contractor and its insurer waive all rights of subrogation or "claims over" against the Owner.

#### 18. Compliance with Law.

- 18.1. **Applicable Laws.** This Construction Contract will be construed in accordance with the laws of the State of Oregon. Contractor shall comply with all applicable federal, state, and local statutes, regulations, administrative rules, codes, ordinances, and other legal requirements in performance of this Construction Contract. Contractor shall comply with all applicable laws, including but not limited to ORS 279C.505, 279C.510, 279C.515, 279C.520, 279C.525(3) and (4), 279C.530, 279C.555, 279C.570, 279C.580 and ORS 279C.800-279C.870, which are incorporated herein by this reference.
- 18.2. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. All subcontractors will also be required to obtain a City business license prior to delivering services under this agreement.
- 18.3. **Nonresident Contractors.** If Contractor is a nonresident Contractor as defined in ORS 279A.120, and the Contract Price exceeds \$10,000, Contractor shall comply with ORS 279A.120(3).
- 18.4. **Preference for Oregon Goods and Services.** Pursuant to ORS 279A.120, Contractor shall use products that have been manufactured in Oregon, provided that price, fitness, availability, and quality are otherwise equal.
- 18.5. **No Discrimination.** In connection with its performance under this Construction Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, sex, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post hereafter, in conspicuous places, available for employees and applicants for employment, notices, prepared by Contractor, and approved by the government when required, setting forth the provisions of this Article.

- 18.6. **Hours of Work.** Pursuant to ORS 279C.520, Contractor may not employ a person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay: (1) for all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or (2) all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (3) for all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
- 18.7. **Workers Compensation Insurance.** Pursuant to ORS 279C.530, all subject employers working under this Construction Contract must be either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 18.8. **Prevailing Wage Rates.** If the Contract Price exceeds \$50,000 and is not otherwise exempt under ORS 279C.810:
- 18.8.1. Pursuant to ORS 279C.830, workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840;
  - 18.8.2. The Contractor must have a public works bond filed with the Oregon Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836 (4), (7), (8) or (9);
  - 18.8.3. The Contractor must include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Oregon Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4), (7), (8) or (9); and
  - 18.8.4. Pursuant to ORS 279C.840, Contractor shall keep the prevailing rates of wage for the Project posted in a conspicuous and accessible place in or about the Project.
- 18.9. If this Construction Contract is subject to the state prevailing wage rates or, if applicable, the federal prevailing rates of wage required under the Davis-Bacon Act (40 U.S.C. 3141, *et seq.*) the Contractor shall pay the applicable prevailing wage rates that are in effect at the time Owner enters into this Construction Contract with Contractor. The applicable prevailing wage rates may be accessed via the internet at: [http://www.oregon.gov/BOLI/WHD/PWR/pwr\\_book.shtml](http://www.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml). Hard copies of the prevailing wage rates publication may be obtained by contacting the Oregon Bureau of Labor and Industries via telephone at: (971) 673-0839.
- 18.10. Pursuant to ORS 279C.838, if this Project is subject to the Davis-Bacon Act and the state prevailing rate of wage is higher than the federal prevailing rate of wage, the contractor and every subcontractor on the Project shall pay at least the state prevailing rate of wage as determined under ORS 279C.815.

## 19. Miscellaneous.

- 19.1. **Governing Law.** The Contract shall be governed by the laws of the State of Oregon.
- 19.2. **Successors & Assigns.** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Neither party to this Construction Contract shall assign the Construction Contract as a whole without written consent of the other.
- 19.3. **Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business

address known to the party giving notice. Notices may also be served by telecopy or facsimile transmission, or any other form of electronic communication, and shall be effective upon receipt.

- 19.4. **Severability and Waiver.** The partial or complete invalidity of any one or more provisions of this Construction Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Construction Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right as respect further performance.
- 19.5. **Risk of Loss.** Contractor shall bear the risk of loss of the Work or any portion of the Work until Final Completion. The Contractor may request that the Owner remove the Contractor's risk of loss with respect to all or a portion of the Work prior to Final Completion. A removal of Contractor's risk of loss prior to Final Completion will only be effective if such removal is granted by the Owner in writing and only for the portion of the Work identified therein.
- 19.6. **Tests.** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals by public agencies or by independent testing laboratories as may be required by the permitting jurisdiction. The Contractor shall forward to the Owner copies of all inspection results, test results, orders, permits, and other directives or correspondence received by the Contractor from any inspector, testing laboratory, or agency with jurisdiction over the Work.

If tests or inspections reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated tests and inspections shall be at the Contractor's expense.

- 19.7. **Integration.** This Construction Contract constitutes the complete and final agreement of the parties and supersedes and replaces all prior written or oral agreements.

# ATTACHMENT A

## Special Provisions

### 1) General

Work shall be in accordance with the 2018 Oregon Standard Specifications for Construction (OSSC), including all revisions at date of bid submission deadline except as may be modified herein. These specifications shall apply in all particulars insofar as they are applicable to this project.

All work shall be in strict compliance with the requirements and current revisions, as applicable, of:

Oregon Department of Transportation (ODOT)	City of St. Helens Engineering Standards Manual
Code of Federal Regulations	Oregon Department of Environmental Quality (DEQ)
City of St. Helens Municipal Code	Oregon State Department of Labor and Industries
City of St. Helens Development Code	Manual of Uniform Traffic Control Devices (MUTCD)

In the case of discrepancy, unless noted herein, the more restrictive provisions shall apply.

### 2) Location of Work & Site Investigation

Work on this project is located on Plymouth Street just east of the City's Wastewater Treatment Plant at 451 Plymouth Street within the City limits of St. Helens, OR.

The Contractor acknowledges that it is satisfied as to the nature and location of the work and the general and local conditions, including but not limited to those bearing upon transportation, disposal, handling and storage of materials, availability of water, roads, groundwater, access to the sites, coordination with other contractors, and conflicts with pipelines, structures and other contractors. Information and data furnished or referred to herein is furnished for information only. Any failure by the Contractor to become acquainted with the available information and existing conditions will not be a basis for relief from successfully performing the work and will not constitute justification for additional compensation. The Contractor shall secure utility locates prior to the commencement of any construction and shall verify the locations and elevations of existing pipelines, structures, grades and utilities. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available.

### 3) Pre-Construction Conference

The Contractor will attend a pre-construction meeting with representatives of the City, affected utilities and affected agencies, as applicable, prior to receiving a notice to proceed.

### 4) Contractor Working Hours

Acceptable working hours are from 8:00 AM to 4:30 PM Monday through Friday, excepting weekends and legal holidays, except with prior approval by the City.

### 5) Clean Up

Clean-up shall be done nightly before the Contractor leaves the job site such that hazards to pedestrians and vehicles are minimized. During work hours, Contractor shall clean all spilled dirt, gravel, or other foreign material caused by the construction operations from all streets, roads and yards of affected property owners. Trenches shall be backfilled and secured each night as instructed by the City inspector or their representative. The Contractor shall make every attempt to minimize any inconvenience to local residents.

### 6) Safety

The Contractor alone shall be responsible for the safety, efficiency and adequacy of its construction equipment and methods. The Contractor shall observe all rules and regulations of the federal, state, and local health officials

concerning construction, safety, and health hazards. Contractor's operations shall conform to the OSSC and the MUTCD.

**7) Equipment and Material Storage**

Equipment and materials shall not be left on the street or within three feet of the edge of pavement at night, on weekends, or during non-working periods.

**8) Traffic Control**

Plymouth St is currently closed to vehicles and pedestrians, the Contractor shall maintain the traffic control devices and security fences currently in place.

**9) Trench Excavation, Bedding and Backfill**

Bedding shall be Class B backfill for all pipes and structures located in the public ROW. Bedding of pipes, trench excavation and backfill shall conform to applicable portions of Section 405 Trench Excavation, Bedding and Backfill of the OSSC with the following additions and modifications:

a. Pipe/Structure Bedding & Pipe/Structure Zone

- i. Bedding material shall consist of 3/4"-0 crushed rock. The minimum depth of bedding placed before installing pipe shall be 6" or as directed by the Engineer.
- ii. Zone material shall consist of 3/4"-0 crushed rock. Zone material shall be placed to a minimum depth of 12" above the outside diameter of the pipe or structure.

b. Rock Excavation

No rock excavation is anticipated on this project.

Trench Protection: Contractor shall provide safe working conditions in the trench and protect the Work, existing property, utilities, pavement, and the public. The method of protection shall be according to the Contractor's design. The Contractor may elect to use any combination of shoring, overbreak, tunneling, boring, sliding trench shields or other methods of accomplishing the Work, provided the method meets with the approval of the Engineer and complies with all applicable local, state, and federal safety codes.

**10) Pipe & Fittings**

- a. Pipe shall be constructed in conformance to the Contract Drawings and standard details. All pipe system components shall be the product of one manufacturer and shall conform to the latest edition of applicable ASTM. Pipe installed shall be 48-inch diameter corrugated steel pipe shall be factory-lined on both the interior and exterior with a polymer coating meeting ASTM A762, A760, and AASHTO M245 and shall have a minimum thickness of 10 mils on each side.
- b. Pipe joints will be assembled in accordance with the recommendations of the manufacturer of the type of joint used. The trench bottom shall form a continuous and uniform bearing and support for the pipe at every point between joints.
- c. Pipe and fittings installation shall conform to the applicable sections of the OSSC. Backfill shall be placed in 4 foot lifts and compacted according to the OSSC. Removal of existing pipes and structures, testing of installed pipes, and density testing for each lift of backfill may be required by the project engineer and no additional payment shall be made.

**11) Surface Restoration, Saw Cutting**

[NOT INCLUDED]

**ATTACHMENT B**  
**Contractor's Quote**



**Turney Excavating, Inc**

PO Box 21597

Keizer, OR 97307

Contact: Mitchell Turney

Phone: 503-307-7522

Fax: 503-856-1207

Quote To: Sharon Darroux

Job Name: 48" Storm Replacement

Phone:

Date of Plans:

Fax:

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Mobilization	1.00	LS	9,280.37	9,280.37
20	Remove and Install 48"	160.00	LF	189.56	30,329.60
30	72" Manhole	1.00	EA	6,994.50	6,994.50
40	Tv	160.00	LF	9.23	1,476.80
50	Survey	1.00	EA	1,900.59	1,900.59
<b>GRAND TOTAL</b>					<b>\$49,981.86</b>

**NOTES:**

Clarifications:

- Price excludes all materials except concrete needed to channel Manholes.
- Price excludes bypass pumping
- Price excludes Tree Removal
- Price excludes prep for Paving
- Price excludes paving.
- Traffic Control by others

Includes standard insurance per 2018 ODOT Specification 00170.70

Quote is all or none without prior consent

Quote is good for 15 days

**ATTACHMENT C**

**Payment Schedule**

(Per Attachment B)



# City of St. Helens Budget Committee Meeting

March 15, 2018

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**Members Present:** Rick Scholl, Mayor  
Doug Morten, Council President  
Susan Conn, Councilor  
Ginny Carlson, Councilor  
Brian Vaerewyck, Committee Chair  
Rachael Barry, Committee Member  
Garrett Lines, Committee Member  
Bill Eagle, Committee Member  
Leah Tillotson, Committee Member

**Members Absent:** Keith Locke, Councilor

**Staff Present:** John Walsh, City Administrator  
Matt Brown, Finance Director  
Terry Moss, Police Chief  
Sue Nelson, Public Works Engineering Director  
Neil Sheppard, Public Works Operations Director  
Margaret Jeffries, Library Director  
Jacob Graichen, City Planner  
Jennifer Johnson, Accounting Assistant  
Crystal Farnsworth, Communications Officer  
Heidi Davis, Building & Administration Secretary  
Shanna Duggan, Utility Billing Specialist

**Others:** Stan Chiotti  
Lynn Chiotti  
Simon Date  
Beth Pulito  
Meredith Reading  
Zelda Anderson  
Diane Washnack  
Pam Hess  
Kellie Smith  
Patrick Birkle

## **Call Meeting to Order**

The meeting was called to order at 6:01 p.m. by Mayor Scholl.

## **1) Begin & Introductions**

- The meeting started with introductions.

## 2) Public Comment

- Stan Chiotti, St. Helens Garden Club donates \$6000-\$7000 every year to the City of St. Helens and Columbia City in volunteer time maintaining and planting flowers at parks and the triangle property. They also budget \$1000 per year that goes into parks for the City. With all the cuts to the Parks Department volunteers have to keep stepping forward. With plans to expand more parks they are concerned with the financial status of parks. Scholl thanked the Garden Club for all the hard work that they do.
- Kellie Smith, with the St. Helens School District. She would like to put on record that they would like to continue and move forward with a joint partnership with the City. They are wanting the City to use their facilities. They are hoping that with that partnership it will benefit the children and the community.
- Simon Date, Founder of FC Columbia County Soccer Program. They had 346 kids last year in the program. Anything the City can do to help a parks and rec program move forward would be fantastic.
- Beth Pulito, Amani Center. Has a letter of support for the School District / City joint effort as well. Would be able to promote their events that are outdoors benefit health wise. Classes through a parks and recreation district are good for small businesses.

## 3) Information Presentation

- Brown gave a general overview of expectations, timeline, 5- year forecasts, and opportunities.
- 1<sup>st</sup> Budget Committee Meeting will be held on 4/5/18.
- 2<sup>nd</sup> Budget Committee Meeting will be held on 4/17/18.
- 3<sup>rd</sup> Budget Committee Meeting will be held on 5/3/18.
- Brown gave an overview of funds for new members.

### Water Fund

- The jump in the enterprise fund is from the fund structure change that took place this past year. In the past there was a capital improvements fund that also housed SDC accounts. Brown would like to always keep SDC money separate.
- In the next 5 years we will not get below that 90 day reserve policy. The trend is decreasing. It's going down because our costs are increasing faster than our revenue.
- The loss of Armstrong will roughly be \$800,000- \$900,000 in water, sewer and storm revenue.
- Walsh said Armstrong is actively marketing and looking to sell the site. Potentially there could be someone new coming in.

### Sewer Fund

- The sewer fund in the five year forecast drops below the 90 day reserve policy in year four and five. In our prior fund structure the sewer and storm were combined. The sewer fund was subsidizing the storm fund. When the funds were separated the sewer fund had to transfer \$400,000 to keep it going.
- A masterplan is in the works that will give a better idea of what projects may or may not need to be added or taken off depending on development. The rate structure will be reviewed.

### Storm

- The jump in storm has to do with the fund structure changes.
- There is a consistent downward trend.

#### **4) General Fund Overview & Cash**

- As of right now our expenses are under our revenue.
- Expected PERS rate increases will bump up expenses.
- A 20% reserve policy is set. The goal is to stay at a 30% reserve policy.
- The difference in our revenue and expenses this year is \$78,250. That's not a lot of room for what departments are asking for. An opportunity list has been created.
- Onetime expenses may be pulled from the LGIP account. This will be covered in the opportunity list. We are above average on what cities typically hold in investment accounts.
- There is about \$212,000 from outside investments in interest revenue that continues to grow that could possibly be used.
- Brown would like to be prepared for the next recession. He does not want to add things into the budget that will need to be cut out in upcoming years.

#### **5) Opportunity List**

##### **5.A Opportunity List Review**

*Brown reviewed the opportunity list attached.*

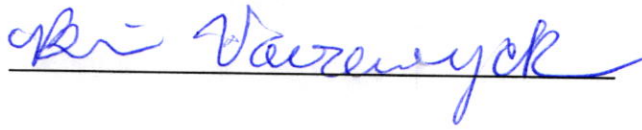
##### **5.B Opportunity List Discussion**

- Scholl asked what the numbers would be if they had implemented the 1% fee in 2016. The City would have roughly generated \$65,000.
- Tillotson questioned the City's fee structures in comparison with other cities for industrial and commercial. She wants the City to be competitive for their business. Brown mentioned a comparison with Scappoose and Columbia City has been done in the past.
- Eagle asked why the VEBA is not budgeted. Brown said it's never been budgeted in the past. It depends on when employees retire.
- Morten said a Charter Review Committee met for several hours for months on the restructure of government. Morten's recommendation is to bring that item up in a City Council work session not the Budget Committee meetings. He would also suggest that with the public works jobs and structure review.

#### **6) Adjournment**

- The meeting was adjourned at 8:05 p.m.

ATTEST:

Handwritten signature of Brian Vaerewyck in blue ink, written over a horizontal line.

Brian Vaerewyck, Committee Chair

Handwritten signature of Matt Brown in blue ink, written over a horizontal line.

Matt Brown, Finance Director

Prepared by: Jennifer Johnson, Committee Secretary

PowerPoint Presentation attached.

# City of St. Helens Budget Committee Meeting

April 5, 2018

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**Members Present:** Rick Scholl, Mayor  
Doug Morten, Council President  
Keith Locke, Councilor  
Susan Conn, Councilor  
Ginny Carlson, Councilor  
Brian Vaerewyck, Chair  
Garrett Lines, Committee Member  
Leah Tillotson, Committee Member  
Rachael Barry, Committee Member  
Bill Eagle, Committee Member

**Members Absent:** None

**Staff Present:** John Walsh, City Administrator  
Matt Brown, Finance Director  
Terry Moss, Police Chief  
Sue Nelson, Public Works Engineering Director  
Margaret Jeffries, Library Director  
Jacob Graichen, City Planner  
Jennifer Johnson, Accounting Assistant

**Others:** Heidi Davis, Building & Administration Secretary  
Patrick Birkle  
Trace Lapping  
Makayla Sutton  
Quinlynn C.  
Madi B.  
Sophie P.

## Call Meeting to Order

The meeting was called to order at 6:01 p.m. by Mayor Scholl.

## Visitor Comment

- Patrick Birkle, Commended Finance Director Brown for doing a great job. He wanted to give his thoughts on the opportunities list as a former Budget Committee member. The fee schedule and construction excise tax, strategic plan, surplus sale of equipment, facilities master plan, updating the financial software, additional staffing for police, school resource officer, additional staffing for the Library, additional court staffing, review of public works is always a good idea, he is in favor of. He is not sure about the sick leave payout. He believes in maintaining a good relationship with employees

current and future. He is on the fence with the recreational coordinator roles need to be clearer. Sidewalk improvements to many additional fees on the utility bill, facility maintenance manager also on the fence. Was on the committee for the original review should be revisited again.

### 1) Election of Budget Chair

**Motion:** Scholl moved to elect Vaerewyck as Chair. Lines seconded. All in favor; none opposed; motion carries.

### 2) Approval of the Minutes – Previous Year

**Motion:** Eagle moved to approve the previous year minutes. Conn seconded. All in favor; none opposed; motion carries.

### 3) Direct Economic Impacts to the Budget (Part 1)

#### A. Universal Fee Schedule

- Potential revenue for this item is small. Fees will not increase dramatically.
- Carlson would like to see what the fees are currently as well as the proposed new fees.
- Park fees were not increased last year.
- Brown will attend the next Parks Commission meeting.

#### B. Construction Excise Tax 1%

- Potential Revenue is \$60,000.
- The Construction Excise Tax would only apply to commercial and industrial, not residential construction.

**Motion:** Locke moved to advise City Council to look at a Construction Excise Tax of 1% but not advise Brown to include it in the anticipated revenue. Morten seconded. Ayes: Scholl, Carlson, Locke, Morten, Lines, Vaerewyck, Eagle, Tillotson; Nays: Conn, Barry; motion carries.

#### C. Strategic 10 Year Plan

- The plan would include waterfront development, and other projects put into a vision plan that can be shared with the public.
- Eagle agrees with creating the strategic 10 year plan. He thinks it will be a valuable tool when bringing in new developers.
- The estimated cost is \$100,000. Brown said grant funds are available. He is projecting a cost of around \$40,000. Brown would like to use investment interest funds for this cost.
- Morton suggested if the money does come out of the general fund it should be a shared cost and charged to all the departments.

**Motion:** Morten moved that all departments are equally impacted. Eagle seconded. All in favor; none opposed; motion carries.

#### D. Surplus Sale

- This item was on the list in the prior fiscal year but with other projects going Public Works was unable to complete the sale.

**Motion:** Barry moved to go forward with the surplus sale. Eagle seconded. All in favor; none opposed; motion carries.

#### **E. Facilities Master Plan**

- The Police Department is in need of a new facility.
- This would be funded by the outside investment interest pool money.
- The cost would be around \$40,000 for the master plan.

**Motion:** Locke moved to go forward with the Facilities Master Plan. Conn seconded. All in favor; none opposed; motion carries.

#### **F. Financial Software**

- Brown would like to move forward with new software. He still needs to do a little more leg work.
- Carlson would like more research done on cloud based software verses server based.

**Motion:** Eagled moved to go forward with the new financial software. Conn seconded. All in favor; none opposed; motion carries.

#### **G. Utility Billing User Fee – Sidewalk Improvements**

- Morten advised the Council to take a look at this carefully as it would impact people who already have sidewalks in front of their properties. People who have just purchased new homes would be paying for sidewalks again.
- Tillotson said the biggest complaint she hears as a local business owner from residents is that the City water bill is so high. To add a new tax on a sensitive subject like the utility bill is a mistake.

**Motion:** Morten moved to invite City Council to ask staff to do an equitable study across the City for a sidewalk program. The areas need to be identified. Eagle seconded.

Discussion: Carlson reminded the Budget Committee that they are here to make hard decisions and sometimes you need to say no. Not everything on the list should be passed to City Council. She wants them to have a voice. Scholl pointed out the number of streets still without sidewalks.

All in favor; none opposed, motion carries

### **5) Direct Economic Impacts to the Budget – Part 2**

#### **A. Additional Staffing – Recreation Coordinator**

#### **B. Utility Billing User Fee – Parks and Receptions Activities**

- Tillotson said the big events in town are great for the business but it also takes a hit on the City-owned property such as park use. The property is being used so heavily. She wonders if tourism could pay for some of the extra maintenance the

events cause the parks. Brown said they do have a fee for administrative costs. Walsh mentioned that tourism is heavily regulated on what you can spend tourism money on.

- Scholl pointed out the number of people at the last meeting supporting parks. He also questions if a \$2 fee is enough.
- Brown said they will hear back in May on the grant through the Ford Family Foundation that could potentially help fund this position.
- Morten would like to pull this position out as it is dependent on if the City gets the grant or not. Clarification was discussed that it is not solely dependent on the grant and the item was not removed.
- Tillotson feels the money should be found some place else.

**Motion:** Barry moved to approve additional staffing for the Recreation Coordinator, reinvestment into parks, and the utility billing user fee of \$2, as recommended to City Council. Eagle seconded. Ayes: Scholl, Carlson, Morten, Lines, Vaerewyck, Eagle, Conn, Barry; Nays: Tillotson, Locke; motion carries.

### **E. Additional Staffing – Police SRO**

**Motion:** Eagle moved to approve additional staffing for the Police SRO Officer. Barry seconded.

Discussion: Eagle asked about the duties of an additional officer. Moss said one of the officers would be assigned strictly to the high school fulltime. The second officer would be assigned to elementary and middle schools to focus on education and prevention.

All in favor; none opposed; motion carries.

### **C. Reinvestment into Parks**

**Motion:** Morten moved to go forward with category one. Scholl seconded.

Discussion: Vaerewyck wanted to go with category two. Brown said it would be an additional cost and a lot of projects over five years. Locke asked about other departments that need equipment and facilities up to par. Vaerewyck asked if those opportunities are on the list. Lines commented that the Budget Committee did not have any input on creating the opportunities list. Lines said without a strategic plan it's hard to comprehend if we have resources to do all the things on the list. The motion was called to question.

The vote was 9-0, all in favor; none opposed, motion carries.

### **G. Additional Staffing Court**

- Brown reported there are RFP's out for a new judge and prosecutor.
- Brown would like to remove the additional staffing request for court from the list.

**Motion:** Scholl moved to remove additional staffing for Court off the list. Morten seconded. all in favor; none opposed, motion carries.



## H. Court Division

- Brown said Court will be better assessed once the RFP is closed.

**Motion:** Morten moved to recommend to the City Council to direct staff to do a study on Court throughout the year. Locke seconded. All in favor; none opposed, motion carries.

## I. Additional Staffing Waste Water Treatment Plant

- Nelson reported they are looking for someone to take a stronger position in the pretreatment program. This was identified in 2016 when DEQ did an audit of our existing pretreatment program. They found it was lacking in hours dedicated to this program. Currently the staff takes a more reactive type approach. Restaurants are required to have grease traps but it is seldom followed up on. DEQ is looking at these programs more strictly. In order to keep up with these requirements the Waste Water Treatment Plant needs additional staffing at least at part-time to be dedicated to this program.

**Motion:** Morten moved to recommend the additional staffing for Waste Water Treatment Plant goes to the City Council. Eagle seconded. All in favor; none opposed, motion carries.

## F. Additional Staffing Library - Two Year Position

- Jeffries explained the benefits of retaining the current retired part-time employee for succession training.

**Motion:** Barry moved to approve the additional staffing for the two year position at the Library. Conn seconded. All in favor; none opposed, motion carries.

## D. Additional Staffing – Police Support Staff

- Currently when the Police Support Specialist is off the Police Department is closed.
- Carlson asked if having an additional support staff person would make it possible to have the Police Department open on Saturdays. Moss said it's a possibility.

**Motion:** Morten moved that the Budget Committee recommends to the City Council to fill this position. Barry seconded.

Discussion: Vaerewyck agrees with the 20 hours of additional staff. He believes it would benefit the community to not have the Police Department close.

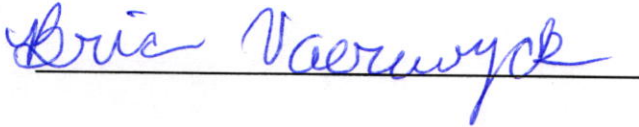
All in favor; none opposed, motion carries.

**Motion:** Scholl moved that the Budget Committee move the items left to discuss that do not impact the budget; sick leave payout for future employees, facilities maintenance manager position, public works job and structure review, and form of government to the next meeting. Locke seconded. Ayes: Scholl, Carlson, Lines, Vaerewyck, Eagle, Conn, Barry; Tillotson, Locke; Nays: Morten; motion carries.

**Adjournment**

The meeting was adjourned at 8:28 p.m.

ATTEST:

Handwritten signature of Brian Vaerewyck in blue ink, written over a horizontal line.

Brian Vaerewyck, Chair

Handwritten signature of Matt Brown in blue ink, written over a horizontal line.

Matt Brown, Finance Director

Prepared by: Jennifer Johnson, Committee Secretary

PowerPoint Presentation attached.

# City of St. Helens

## Budget Committee Meeting

April 17, 2018

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**Members Present:** Rick Scholl, Mayor  
Doug Morten, Council President  
Keith Locke, Councilor  
Susan Conn, Councilor  
Ginny Carlson, Councilor  
Brian Vaerewyck, Chair  
Garrett Lines, Committee Member  
Leah Tillotson, Committee Member

**Members Absent:** Rachael Barry, Committee Member  
Bill Eagle, Committee Member

**Staff Present:** John Walsh, City Administrator  
Matt Brown, Finance Director  
Terry Moss, Police Chief  
Sue Nelson, Public Works Engineering Director  
Margaret Jeffries, Library Director  
Jennifer Johnson, Accounting Assistant  
Heidi Davis, Building & Administration Secretary

**Others:** Patrick Birkle

### 1) Call Meeting to Order

The meeting was called to order at 6:01 p.m. by Chair Vaerewyck.

### 2) Public Comment

- Patrick Birkle. Commented on the City continuing to look at the Municipal Court whether or not to keep it open. He believes it is draining on revenues and not self-sustaining. After speaking with the Columbia County District Attorney, and members of the community he said there is great value in the City maintaining its own court. The primary reason is to have more control over issues. The county office is currently over worked and understaffed. Citizens who are cited should receive prompt attention. A private partnership with Sand Island as well as restoring the ferry is all the more reason to maintain our City Court.

*A letter was submitted by Al Peterson. The letter is attached.*

- Locke commented that the economy changed after the plan was made. In 2012 the economy impacted the City, staff was cut, 40% of the General Fund was cut. Looking back the timing was bad.

- Scholl mentioned the City is stuck at \$1.90 per 1000 square feet, in property tax revenue. When he became mayor the biggest hurdle would be balancing the budget. He pointed out how much more Scappoose receives at \$3.23 per 1000 square feet, in property tax revenue than St. Helens.
- Nelson said that plan was based on development. A lot of the improvements were not scheduled to happen until the development around them happened.
- Carlson shares in the frustration when plans are made and not much is followed through. She would like to see some of the smaller items addressed, such as painting bike lanes.
- Nelson commented that Public Works staff has been reduced by 17% in the last ten years.

### 3) Review General Fund 5-Year Forecast with Approved Opportunities

- Brown reported that the Visitor and Tourism Fund have a little over \$200,000 sitting in an unappropriated account. Legally the City cannot touch it. Brown would like to do an inter fund loan. He is proposing to take it from the General Fund. City Council would need to approve that. It would be paid back in July of the next fiscal year. It's a one week loan. The gap in the graph is the \$240,000 going out and then coming back in.
- In year 19/20, 20/21, and 22/23 we are negative and spending more than the revenue we are bringing in. PERS increases are a large portion of why we go negative.
- An survey was released online. Brown shared the current results showing a majority of support on paying a fee for parks and recreation events and programs.
- Scholl said at \$2-3 a month that is a comfortable amount for someone who lives paycheck to paycheck such as himself.
- Tillotson suggested sending a paper survey in the water bill, Carlson agreed.
- Morten said the City needs to have a public forum, to ask the citizens how they feel about the parks and recreation program and how to fund it.
- Scholl feels even if it is well received and everyone at the public forum is in support of the program and a fee, you will still get a group that will come down and protest. Morten feels you need to do your do diligence and that's all we can do.
- Lines agrees that there should be a public forum.
- Scholl would like to have the public forum at the Citizens Day in the Park event.

**Motion:** Lines moved to have the City Council have a public forum, a survey and go with the \$2 fee that starts in January. Councilor Locke seconded. All in favor, none opposed, motion carries.

**Motion:** Tilotson moved to start the fee at \$2. Lines seconded;

Discussion: Scholl suggested \$3 instead of \$2. Locke said there will still be cuts at \$2.

Lines called to question, Vote 6-2. Ayes: Lines, Carlson, Scholl, Vaerewyck, Locke, Tillotson, Naves: Conn, Morten; Motion carries.

### 4) 18/19 Budget Review- Internal Service Funds

*Brown reviewed the Internal Service Funds – see presentation attached.*

- Lines asked the reasoning for taking all the \$500,000 out of an interest baring account instead of over time. Brown would like to have that money available for parks projects that are easily done or may come up. Brown would like the funds available as they are needed depending on what projects are chosen to be done.

- Tillotson suggested using the funds from the interest revenue for the financial software expenses. There is around \$200,000 available.

**5) The Committee took a five minute break.**

**6) 18/19 Budget Review – SDC Funds**

*Brown reviewed the SDC Funds – see presentation attached.*

**6.A) SDC Funds**

- An outside consultant Steve Donovan, Donovan Enterprises did a cost of services analysis last year. He looked at SDC's to see if they were in line with our master plan.

**7) Enterprise Funds**

- The sewer fund was impacted due to the loss of Armstrong. Years three, four, and five go negative. Adjustments will be made next year. Brown will be working with a consultant to plan how to mitigate the impact.
  
- The storm fund lent the sewer fund 1.7 million that will be paid back next year.

**Adjournment**

The meeting was adjourned at 8:00 p.m.

ATTEST:

Brian Vaerewyck, Chair

Matt Brown, Finance Director

Prepared by: Jennifer Johnson, Committee Secretary

# City of St. Helens

## Budget Committee Meeting

May 3, 2018

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**Members Present:** Rick Scholl, Mayor  
Doug Morten, Council President  
Keith Locke, Councilor  
Susan Conn, Councilor  
Ginny Carlson, Councilor  
Brian Vaerewyck, Chair  
Garrett Lines, Committee Member  
Leah Tillotson, Committee Member  
Rachael Barry, Committee Member  
Bill Eagle, Committee Member

**Members Absent:** None

**Staff Present:** John Walsh, City Administrator  
Matt Brown, Finance Director  
Terry Moss, Police Chief  
Sue Nelson, Public Works Engineering Director  
Margaret Jeffries, Library Director  
Jennifer Johnson, Accounting Assistant  
Crystal Farnsworth, Communications Officer  
Heidi Davis, Building & Administration Secretary

**Others:** Patrick Birkle

### 1) Call Meeting to Order

The meeting was called to order at 6:01 p.m. by Chair Vaerewyck.

### 2) Public Comment

- Patrick Birkle. Commented on the Visitor and Tourism funds. Spirit of Halloweentown, festival of the fairies. Seems unclear if these expenditures here really reflect what the city expenditures are for these events. Such as the use of public service employees for putting up and taking down these events. He would like to keep that in mind when looking at visitor and tourism. The public is wondering why public works is putting up props for events when there are more obvious needs around town that need to be taken care of.
- Locke. Commented that a lot of things are complaint driven. If you see things in the community not getting done a note to the City would be appreciated.

### 3) 18/19 Budget Review – Special Revenue Funds

Brown presented the Special Revenue Funds.

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### **Street Fund**

- Revenue comes from motor vehicle tax and grants STP funds.
- Debt services is from the Street Light Project.
- Brown is budgeting a little bit higher in contingency amounts for potential projects that might come up this year.
- Locke asked why the motor vehicle tax jumped up. Brown said those come out of League of Oregon Cities. That is their estimate on what we might see this year.

### **Streets SDC**

- No projects for next year.
- Funds are appropriated just in case projects come up that are SDC eligible.

### **Community Enhancement Fund**

- Moss discussed the CIT Grant, originally \$300,000.
- Transitional Housing and in and out to Community Action Team?
- Youth Council is new to this fund. In previous years it was combined with City Council.

### **Visitor & Tourism Fund**

- Main revenue for this fund is the Motel Hotel Tax.
- The tax has increased from 7% to 10%. There is a 10% administration fee.
- Tillotson asked about tracking staff hours spent on events.
- Carlson said events come second to Public Works. If there is a main break Public Works focuses on that before putting up events. The citizens come first. Public Works is always going to respond to citizens first.
- Morten mentioned tracking hours spent on timecards. Brown mentioned on the new software there will be electronic timekeeping that would make it easy to track hours spent on specific projects.
- There is a \$240,000 inter fund transfer from the general fund that goes back out. That is to cover the funds that were unappropriated.

### **Community Development Fund**

- Revenue sources are property tax reimbursement, and lease payments.
- Walsh discussed the three grants the City is seeking. One is for the design of the board walk for the Waterfront design. Then there is the continuing exploration of the lagoon, as well as some trail development collectively 1.8 million.
- Brown said the the \$350,000 is being paid back to the enterprise fund from a loan made in 2014. There is still a remaining \$600,000.
- Barry asked about timber revenue. Walsh said we are trying to sustain a rotational harvest. Timber is currently at a 20 year high. We will do a 50 acre cut.

### **18/19 Budget Review- General Fund**

*See the general fund presentation.*

#### **General Fund Revenue**

- Property taxes, previously levied tax.
- Cigarette Tax, Alcohol beverage. Tax, revenue sharing, Cannabis Tax, Columbia City permits, and intergovernmental- revenue.

## Grants

- The City received a \$25,000 grant for the recreation program.

## Charges for services

- Parks and rec's user fee is around \$65,000, assuming the \$2 fee is implemented. To begin in January (1/2 year accumulation)
- Tillotson asked about the survey results. Brown said the survey is still going on. There are 443 respondents so far. Lines commented that he has never seen the survey. The link for the survey was in the notes section on the utility bills. Scholl said they are trying to push the survey out to the best of their abilities. Lines would expect a paper survey included in the bill. Carlson feels people with fixed incomes are underrepresented on the survey, they are less likely to have internet.
- Morten feels the City should not charge a fee on the utility bill but go for a special levy or a special district. The Eisensmidt pool with Greater St. Helens Parks and Recreation is changing their name. He suggests making our own district called the St. Helens Parks and Recreation District. By taking it to the voters you will know.

## General Fund Expenses

- Changes from last fiscal year. Personal Services increases 11%. Materials and Services increased 3%. Two percent of that is the Recreation Department.
- General Fund average increase is 8% over last year.
- Moss mentioned the School District is working with the City to hopefully get a second school resource officer. If that goes through they will add an extra officer in July.

## 4) Break

*The Commission took a ten minute break.*

There was discussion about the future new police station. Scholl mentioned the triangle property across for Feed and Seed. Moss invited anyone who wants to come take a look at the current Police Station to get a better idea of the current facility.

## 5) Review Discuss Opportunity List Items

### Sick Leave Payout for Future Employees

- Eagle was concerned this would detour future employees in wanting to work for St. Helens. Moss said other cities are offering perks when it comes to hiring officers.
- Locke recommended the Council look at all the benefits City employees receive to get a better understanding how many good benefits the employees receive.

**Motion:** Eagle moved to direct the City Council to hire consultants to look at this. A good portion of the contingency fund is being used for this and there might be other ways to go about it. Morten seconded.

Discussion: Barry requested the consultants have HR experience or from the League of Oregon Cities. Locke said this item is looked at in negotiations. Morten agreed with a consultant helping to figure this out. Morten and Moss agreed younger people coming aboard would not be concerned with this benefit. Morten favors capping the benefit after two or three years. Vaerewyck says you defiantly want to have enticing benefits for people to want to come work for the City.

All in favor; none apposed; motion carries.

### Facilities Maintenance Manager Position



- Nelson said there is currently an employee who does work on all the City facilities as well as costs out and gets quotes for repairs and remodels. He currently enjoys being based out of the Public Works shop. He is also in charge of street striping and the sign replacements. He has a background in building and carpentry. The impact to Public Works would be losing a person that does the striping and other jobs that he enjoys doing. Morten asked if he was promoted would he have an assistant. Brown said he would help oversee some of the Public Works staff. Conn asked why there is a position built around a person who may or may not want it. Brown said it would be an open position. The position would be funding from facilities maintenance from each department. Nelson feels the City might lose a valuable employee if some of the duties are taken away from a current position. The person in that position might not be happy any longer in a new position. Locke said the mill is a fulltime commitment.
- Tillotson asked if Public Works felt this position was needed at this time. Nelson said no. Carlson felt the position is premature.

**Motion:** Barry moved to remove the Facilities Maintenance Manager Position from consideration at this time by the Budget Committee. Locke seconded. Ayes: Lines, Scholl, Locke, Barry, Tillotson, Conn, Morten, Carlson; Nays: Vaerewyck, motion carries.

#### Public Works Job & Structure Review

- Barry feels the review should be done before a facilities maintenance manager position is filled.
- The recommendation is to

**Motion:** Locke moved to accept this recommendation. Eagle seconded.

Discussion: Morten asked Nelson what the issue would be and how it effects the department at its goals. Nelson said it's hard to say without knowing what the outcome of this would be. There have been changes since 2007, they review all the employees duty's every year. They have added job descriptions and changed job descriptions. Last time a study was done it created terrible feelings within the staff.

Resentful and moral took a nose dive. It's taken years to bring it back up. Morten said a City Administrator was lost in the outfall. Eagle asked if having input from employees would help. Nelson said they had input at the last review. Locke mentioned it was the outcome of the review that caused the uproar. Conn and Barry agree that it would be beneficial to review all departments not just Public Works. Scholl mentioned with urban renewal things are changing. Eagle made a motion to call to question all in favor, none apposed, motion carries. All in favor, none apposed, motion carries.

#### Form of Government

**Motion:** Locke moved to remove this item from the agenda. Carlson seconded.

Discussion: Morten said if they wanted to move forward with this it would need to be taken to a vote from the people. This was done 11 years ago and passed to stay the same. Tillotson asked why this topic has come up. Scholl said it would give the current City Administrator more authority and responsibility. Scholl would like Council to rotate yearly with different departments.

#### Public Hearing for State Shared Revenue

Vaerewyck opened the public hearing at 8:00 p.m.

Purpose is for the Budget Committee to discuss the use of State Shared Revenue received by the City of St. Helens.

### **Public Comment**

None.

Locke mentioned that in the past the Council has shared the State Revenue with the community. For several years now it has just gone to the General Fund. Carlson would like the council to take a harder look at charitable contributions and possibly a public grant program. Walsh, Locke, and Conn mentioned that they have still given money out of the Council Discretionary Fund to different organizations.

**Motion:** Barry moved to receive State Shared Revenue for General Fund Use in FY 2018. Lines seconded. All in favor; none opposed; motion carries.

**The Public Hearing was closed at 8:22 p.m.**

### **Approval of 2018/19 Tax Rate**

**Motion:** Eagle moved to approve, for fiscal year 2018-19, a property tax rate of \$1.9078 per \$1,000 of assessed value for General Fund property taxes for taxes levied by the City's permanent rate. Barry seconded. All in favor, none opposed; motion carries.

### **Approval of Proposed 2018/19 Budget**

**Motion:** Lines moved to approve expenditures for FY 2018-19 in the amount of \$40,366,730 and to establish the maximum expenditures for each fund as shown on FY 2018-19 Proposed Budget Expenditure Summary by Fund. Locke seconded. Ayes: Lines, Scholl, Locke, Barry, Tillotson, Conn, Vaerewyck, Carlson Naves,; Morten. Motion carries.

Morten would like to see forward movement with a parks initiative and that Budget Committee does not leave the meeting until that is done. Scholl and Morten would like to see a bond or a special district for Parks. Vaerewyck felt that if Morten was looking for guidance or approval the item should have been listed on the opportunities list for them to discuss.

### **Adjournment**

The meeting was adjourned at 8:32 p.m.

ATTEST:

A handwritten signature in blue ink, reading "Brian Vaerewyck", written over a horizontal line.

Brian Vaerewyck, Chair

A handwritten signature in blue ink, reading "Matt Brown", written over a horizontal line.

Matt Brown, Finance Director

Prepared by: Jennifer Johnson, Committee Secretary

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 04/19/2019 - 2:02PM  
 Batch: 00005.04.2019 - AP 4.18.19 FY 18-19



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
ACE HARDWARE									
000500									
60174	3/31/2019	26.63	0.00	04/18/2019				False	0
100-709-052023 Facility Maintenance					MATERIALS ACE ACCT 60174				
60174	3/31/2019	484.91	0.00	04/18/2019				False	0
100-715-052023 Facility Maintenance					MATERIALS ACE ACCT 60174				
60174 Total:		511.54							
60176	3/31/2019	449.21	0.00	04/18/2019				False	0
704-000-053012 Capital Outlay - Parks					MATERIALS ACE ACCT 60176				
60176	3/31/2019	539.95	0.00	04/18/2019				False	0
100-708-052001 Operating Supplies					MATERIALS ACE ACCT 60176				
60176 Total:		989.16							
60177	3/31/2019	9.49	0.00	04/18/2019				False	0
100-705-052001 Operating Supplies					MATERIALS ACE ACCT 60177				
60177 Total:		9.49							
60180	3/31/2019	318.54	0.00	04/18/2019				False	0
603-736-052001 Operating Supplies					MATERIALS ACE ACCT 60180				
60180	3/31/2019	318.55	0.00	04/18/2019				False	0
603-737-052001 Operating Supplies					MATERIALS ACE ACCT 60180				
60180 Total:		637.09							
60181	3/31/2019	861.21	0.00	04/18/2019				False	0
601-731-052001 Operating Supplies					MATERIALS ACE ACCT 60181				

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

60181 Total:	861.21
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ACE HARDWARE Total:	3,008.49
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BEYER, DAMIAN  
BEY

04182019	4/18/2019	10.00	0.00	04/18/2019				False	0
100-704-052019 Professional Services				JURY DUTY					

04182019 Total:	10.00
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BEYER, DAMIAN Total:	10.00
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CENTURY LINK  
034002

04042019	4/4/2019	82.18	0.00	04/18/2019				False	0
702-000-052010 Telephone				228					
04042019	4/4/2019	72.49	0.00	04/18/2019				False	0
702-000-052010 Telephone				909					
04042019	4/4/2019	41.93	0.00	04/18/2019				False	0
603-736-052010 Telephone				688					
04042019	4/4/2019	41.93	0.00	04/18/2019				False	0
603-737-052010 Telephone				654					
04042019	4/4/2019	41.93	0.00	04/18/2019				False	0
603-736-052010 Telephone				600					
04042019	4/4/2019	41.93	0.00	04/18/2019				False	0
603-737-052010 Telephone				293					
04042019	4/4/2019	105.40	0.00	04/18/2019				False	0
702-000-052010 Telephone				967					
04042019	4/4/2019	91.40	0.00	04/18/2019				False	0
702-000-052010 Telephone				798					
04042019	4/4/2019	51.93	0.00	04/18/2019				False	0
702-000-052010 Telephone				131					
04042019	4/4/2019	224.53	0.00	04/18/2019				False	0
603-737-052010 Telephone				488					
04042019	4/4/2019	41.93	0.00	04/18/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
702-000-052010 Telephone 04042019	4/4/2019	80.04	0.00	579 04/18/2019				False	0
702-000-052010 Telephone 04042019	4/4/2019	40.23	0.00	162 04/18/2019				False	0
702-000-052010 Telephone 04042019	4/4/2019	363.78	0.00	796 04/18/2019				False	0
702-000-052010 Telephone 04042019	4/4/2019	40.84	0.00	818 04/18/2019				False	0
702-000-052010 Telephone				651					
04042019 Total:		1,362.47							
CENTURY LINK Total:		1,362.47							
COLUMBIA CO. TREASURER									
007701 04162019	4/16/2019	68.50	0.00	04/18/2019				False	0
100-000-020900 County Assessment 04162019	4/16/2019	944.00	0.00	JAIL ASSESSMENT 04/18/2019				False	0
100-000-020900 County Assessment 04162019	4/16/2019	-101.25	0.00	COUNTY ASSESSMENT 04/18/2019				False	0
100-000-036002 Fines - Court				CITY COURT COSTS					
04162019 Total:		911.25							
COLUMBIA CO. TREASU		911.25							
COLUMBIA COUNTY ANIMAL CONTROL									
007502 0002920	4/16/2019	25.00	0.00	04/18/2019				False	0
100-000-021000 Court Restitution Payments				REST DISB. MICHELLE WEND					
0002920 Total:		25.00							
COLUMBIA COUNTY AN		25.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
COLUMBIA RIVER P.U.D.									
008325									
04102019	4/10/2019	413.42	0.00	04/18/2019				False	0
100-705-052003				Utilities	7493				
04102019	4/10/2019	722.35	0.00	04/18/2019				False	0
100-706-052003				Utilities	7493				
04102019	4/10/2019	963.40	0.00	04/18/2019				False	0
100-708-052003				Utilities	7493				
04102019	4/10/2019	48.53	0.00	04/18/2019				False	0
100-708-052047				Marine Board	7493				
04102019	4/10/2019	228.83	0.00	04/18/2019				False	0
100-708-052046				Dock Services	7493				
04102019	4/10/2019	3,705.08	0.00	04/18/2019				False	0
205-000-052003				Utilities	7493				
04102019	4/10/2019	966.53	0.00	04/18/2019				False	0
100-715-052003				Utilities	7493				
04102019	4/10/2019	444.02	0.00	04/18/2019				False	0
703-734-052003				Utilities	7493				
04102019	4/10/2019	3,031.69	0.00	04/18/2019				False	0
601-731-052003				Utilities	7493				
04102019	4/10/2019	5,101.08	0.00	04/18/2019				False	0
601-732-052003				Utilities	7493				
04102019	4/10/2019	1,170.65	0.00	04/18/2019				False	0
603-737-052003				Utilities	7493				
04102019	4/10/2019	3,511.96	0.00	04/18/2019				False	0
603-736-052003				Utilities	7493				
04102019	4/10/2019	84.05	0.00	04/18/2019				False	0
605-000-052003				Utilities	7493				
04102019	4/10/2019	890.74	0.00	04/18/2019				False	0
603-738-052003				Utilities	7493				
	04102019 Total:	21,282.33							
	COLUMBIA RIVER P.U.D	21,282.33							
COMCAST									
COMCAST									
04072019	4/7/2019	122.93	0.00	04/18/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
702-000-052003 Utilities				9144 PW					
	04072019 Total:	122.93							
04092019	4/9/2019	49.95	0.00	04/18/2019				False	0
603-736-052003 Utilities				0082 WWTP					
04092019	4/9/2019	49.95	0.00	04/18/2019				False	0
603-737-052003 Utilities				0082 WWTP					
	04092019 Total:	99.90							
	COMCAST Total:	222.83							
CORE & MAIN LP									
020916									
K337379	4/5/2019	743.20	0.00	04/18/2019				False	0
601-731-052001 Operating Supplies				WATER LID					
	K337379 Total:	743.20							
	CORE & MAIN LP Total:	743.20							
EAGLE STAR ROCK PRODUCTS, INC.									
010970									
35648	3/12/2019	81.66	0.00	04/18/2019				False	0
601-731-052001 Operating Supplies				ROCK- WATER					
	35648 Total:	81.66							
35687	3/20/2019	205.13	0.00	04/18/2019				False	0
205-000-052001 Operating Supplies				ROCK-					
	35687 Total:	205.13							
35699	3/21/2019	274.69	0.00	04/18/2019				False	0
703-734-052001 Operating Supplies				ROCK-					
	35699 Total:	274.69							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
35718	3/25/2019	144.70	0.00	04/18/2019				False	0
205-000-052001 Operating Supplies				ROCK-					
35718 Total:		144.70							
35781	4/4/2019	139.73	0.00	04/18/2019				False	0
601-731-052001 Operating Supplies				ROCK-					
35781 Total:		139.73							
35791	4/8/2019	137.86	0.00	04/18/2019				False	0
605-000-052001 Operating Supplies				ROCK-					
35791 Total:		137.86							
35803	4/10/2019	142.00	0.00	04/18/2019				False	0
100-705-052001 Operating Supplies				ROCK-					
35803 Total:		142.00							
EAGLE STAR ROCK PRO		1,125.77							
ERSKINE LAW PRACTICE LLC									
011522									
04162019	4/16/2019	6,587.50	0.00	04/18/2019				False	0
100-704-052019 Professional Services				4/1-4/15 LEGAL SERVICES					
04162019 Total:		6,587.50							
ERSKINE LAW PRACTIC		6,587.50							
FIELDS, ELIAS									
FIE									
04172019	4/17/2019	10.00	0.00	04/18/2019				False	0
100-704-052019 Professional Services				JURY DUTY					
04172019 Total:		10.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	FIELDS, ELIAS Total:	10.00							
FLINN, STEPHEN ATTORNEY AT LAW									
854114									
04122019	4/12/2019	800.00	0.00	04/18/2019				False	0
100-704-052019	Professional Services			BREWINGOTN LEVERICH MCCARTNEY SMITH					
	04122019 Total:	800.00							
	FLINN, STEPHEN ATTOR	800.00							
HAMSHAR, REBECCA									
HAM									
04172019	4/17/2019	10.00	0.00	04/18/2019				False	0
100-704-052019	Professional Services			JURY DUTY					
	04172019 Total:	10.00							
	HAMSHAR, REBECCA T	10.00							
HILL, MICHAEL									
HILL									
04182019	4/18/2019	10.00	0.00	04/18/2019				False	0
100-704-052019	Professional Services			JURY DUTY					
	04182019 Total:	10.00							
	HILL, MICHAEL Total:	10.00							
INGRAM LIBRARY SERVICES, INC.									
016240									
39428957	3/26/2019	-14.99	0.00	04/18/2019				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			
		-14.99							
39428957 Total:									
39625613	4/9/2019	6.87	0.00	04/18/2019				False	0
100-000-021300 Library Replacement Fines				BOOKS 20C7921					
		6.87							
39625613 Total:									
39625614	4/9/2019	158.72	0.00	04/18/2019				False	0
100-706-052033 Printed Materials				BOOKS 20C7921					
		158.72							
39625614 Total:									
39625615	4/9/2019	101.37	0.00	04/18/2019				False	0
100-706-052033 Printed Materials				BOOKS 20C7921					
		101.37							
39625615 Total:									
39625616	4/9/2019	210.51	0.00	04/18/2019				False	0
100-706-052035 Audio Materials				BOOKS 20C7921					
		210.51							
39625616 Total:									
39636976	4/9/2019	11.60	0.00	04/18/2019				False	0
100-706-052033 Printed Materials				BOOKS 20C7921					
		11.60							
39636976 Total:									
39636980	4/9/2019	356.41	0.00	04/18/2019				False	0
100-706-052033 Printed Materials				BOOKS 20C7921					
		356.41							
39636980 Total:									
INGRAM LIBRARY SERV		830.49							
INTEGRITY CONCRETE & CONSTRUCTION									
451112									
56	4/15/2019	4,865.00	0.00	04/18/2019				False	0
704-000-053012 Capital Outlay - Parks				SKATE PARK CONCRETE PATCHING AND GRINDING					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	56 Total:	4,865.00							
	INTEGRITY CONCRETE	4,865.00							
JOHANNSEN, STEVE									
031467									
0002922	4/16/2019	100.00	0.00	04/18/2019				False	0
	100-000-021000 Court Restitution Payments			REST DISB. LOGAN JOHANNSEN					
	0002922 Total:	100.00							
	JOHANNSEN, STEVE To	100.00							
LAWRENCE OIL CO.									
018030									
019001-1909001	3/31/2019	961.08	0.00	04/18/2019				False	0
	703-734-052022 Fuel / Oil			247748					
019001-1909001	3/31/2019	37.19	0.00	04/18/2019				False	0
	100-715-052022 Fuel/Oil			247749					
019001-1909001	3/31/2019	64.72	0.00	04/18/2019				False	0
	703-734-052022 Fuel / Oil			247750					
019001-1909001	3/31/2019	40.36	0.00	04/18/2019				False	0
	100-715-052022 Fuel/Oil			247751					
019001-1909001	3/31/2019	96.07	0.00	04/18/2019				False	0
	601-732-052022 Fuel / Oil			247751					
	019001-1909001 Total:	1,199.42							
	LAWRENCE OIL CO. Tot	1,199.42							
LINER, LISA L.									
018627									
0002921	4/16/2019	34.26	0.00	04/18/2019				False	0
	100-000-021000 Court Restitution Payments			REST DISB. JOSEPHINE KEEPERS					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	0002921 Total:	34.26							
	LINER, LISA L. Total:	34.26							
MARGOLIN, PHILLIP 47444 04162019	4/17/2019	900.00	0.00	04/18/2019				False	0
203-706-052028 Projects & Programs				COL CO AUTHOR TALK					
	04162019 Total:	900.00							
	MARGOLIN, PHILLIP To	900.00							
MAUL FOSTER ALONGI, INC. 019555 34849	4/9/2019	5,510.00	0.00	04/18/2019				False	0
202-723-052019 Professional Services				WWTP LAGOON ON CALL SERVICES					
34849	4/9/2019	4,134.83	0.00	04/18/2019				False	0
202-721-052050 Community Wide Assessment				COMMUNITY WIDE ASSESSMENT					
	34849 Total:	9,644.83							
	MAUL FOSTER ALONGI	9,644.83							
MCDANIEL, TRACIE MCD 04182019	4/18/2019	10.00	0.00	04/18/2019				False	0
100-704-052019 Professional Services				JURY DUTY					
	04182019 Total:	10.00							
	MCDANIEL, TRACIE Tot	10.00							

MIDWEST TAPE

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
020427									
97243138	4/11/2019	56.68	0.00	04/18/2019				False	0
100-706-052034	Visual Materials			DVD					
	97243138 Total:	56.68							
	MIDWEST TAPE Total:	56.68							
NAEVE, JOSIAH									
NAE									
04172019	4/17/2019	10.00	0.00	04/18/2019				False	0
100-704-052019	Professional Services			JURY DUTY					
	04172019 Total:	10.00							
	NAEVE, JOSIAH Total:	10.00							
NAGEL, EMILY									
NAG									
04172019	4/17/2019	10.00	0.00	04/18/2019				False	0
100-704-052019	Professional Services			JURY DUTY					
	04172019 Total:	10.00							
	NAGEL, EMILY Total:	10.00							
NEHLS, JEFFREY D.									
NEH									
0002917	4/16/2019	375.00	0.00	04/18/2019				False	0
100-000-021000	Court Restitution Payments			REST DISB. AIMEE BROADBENT					
	0002917 Total:	375.00							
	NEHLS, JEFFREY D. Tota	375.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
NOKES, GREGORY									
8451									
04162019	4/16/2019	900.00	0.00	04/18/2019				False	0
203-706-052028 Projects & Programs				COL COUNTY READS AUTHOR TALK					
04162019 Total:		900.00							
NOKES, GREGORY Total		900.00							
NORTHWEST NATURAL GAS									
021400									
04122019	4/12/2019	143.24	0.00	04/18/2019				False	0
100-709-052003 Utilities				0109					
04122019	4/12/2019	77.80	0.00	04/18/2019				False	0
703-734-052003 Utilities				8675					
04122019	4/12/2019	7.98	0.00	04/18/2019				False	0
603-735-052003 Utilities				7720					
04122019	4/12/2019	7.98	0.00	04/18/2019				False	0
601-731-052003 Utilities				7720					
04122019	4/12/2019	252.94	0.00	04/18/2019				False	0
601-732-052003 Utilities				2942					
04122019	4/12/2019	84.62	0.00	04/18/2019				False	0
100-715-052003 Utilities				5285					
04122019	4/12/2019	56.01	0.00	04/18/2019				False	0
100-715-052003 Utilities				2848					
04122019	4/12/2019	25.89	0.00	04/18/2019				False	0
100-708-052003 Utilities				8563					
04122019	4/12/2019	364.74	0.00	04/18/2019				False	0
100-706-052003 Utilities				7673					
04122019	4/12/2019	60.29	0.00	04/18/2019				False	0
603-736-052003 Utilities				5750					
04122019	4/12/2019	60.30	0.00	04/18/2019				False	0
603-737-052003 Utilities				5750					
04122019	4/12/2019	48.53	0.00	04/18/2019				False	0
100-705-052003 Utilities				5638					
04122019	4/12/2019	32.71	0.00	04/18/2019				False	0
100-708-052003 Utilities				3047					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	04122019 Total:	1,223.03							
	NORTHWEST NATURAL	1,223.03							
ODOT HIGHWAY DUGET CAO CORR DINATOR MS 22									
44555									
0002918	4/16/2019	25.00	0.00	04/18/2019				False	0
	100-000-021000 Court Restitution Payments			REST DISBURS SCOTT CONGER					
	0002918 Total:	25.00							
	ODOT HIGHWAY DUGET	25.00							
OMJA									
022700									
04182019	4/18/2019	125.00	0.00	04/18/2019				False	0
	100-704-052018 Professional Development			MEMBERSHIP DUES JUDGE					
	04182019 Total:	125.00							
	OMJA Total:	125.00							
OREGON DEPT. OF REVENUE									
023202									
04162019	4/16/2019	692.00	0.00	04/18/2019				False	0
	100-000-020800 State Assessment			STATE					
04162019	4/16/2019	1,633.00	0.00	04/18/2019				False	0
	100-000-020800 State Assessment			STATE MISD					
04162019	4/16/2019	1,986.00	0.00	04/18/2019				False	0
	100-000-020800 State Assessment			STATE VIOLATIONS					
04162019	4/16/2019	183.94	0.00	04/18/2019				False	0
	100-000-020800 State Assessment			UNITARY					
04162019	4/16/2019	14.00	0.00	04/18/2019				False	0
	100-000-020800 State Assessment			STATE COURT FACILITY					
04162019	4/16/2019	5.00	0.00	04/18/2019				False	0



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-000-020800 State Assessment 04162019	4/16/2019	1,275.00	0.00	04/18/2019	LEMLA			False	0
100-000-020700 State Surcharge 04162019	4/16/2019	1,880.00	0.00	04/18/2019	STATE DUII DIVERSION			False	0
100-000-020700 State Surcharge					STATE DUII CONVICTION FEE				
04162019 Total:		7,668.94							
OREGON DEPT. OF REV		7,668.94							
OREGON DMV- RECORD SERVICES									
023151 04162019	4/16/2019	21.00	0.00	04/18/2019				False	0
100-704-052004 Office Supplies					OREGON VEHICLE CODE BOOK				
04162019 Total:		21.00							
OREGON DMV- RECORD		21.00							
PETTY CASH - LISA SCHOLL									
018756 04172019	4/17/2019	300.00	0.00	04/18/2019				False	0
100-703-052024 Miscellaneous					STUDENT CONTEST WINNERS				
04172019 Total:		300.00							
PETTY CASH - LISA SCH		300.00							
PORTLAND GENERAL ELECTRIC									
025702 04172019	4/17/2019	24.74	0.00	04/18/2019				False	0
202-722-052003 Utilities					1650931000				
04172019	4/17/2019	35.98	0.00	04/18/2019				False	0
202-722-052003 Utilities					7357701000				
04172019	4/17/2019	227.95	0.00	04/18/2019				False	0
100-709-052003 Utilities					0153585940				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
04172019	4/17/2019	41.33	0.00	04/18/2019				False	0
205-000-052003 Utilities				4854421000					
04172019 Total:		330.00							
PORTLAND GENERAL E		330.00							
PRESTON, RAYN PRE									
04182019	4/18/2019	10.00	0.00	04/18/2019				False	0
100-704-052019 Professional Services				JURY DUTY					
04182019 Total:		10.00							
PRESTON, RAYN Total:		10.00							
RADLER WHITE PARKS & ALEXANDER LLP 02600									
19655	3/31/2019	2,310.00	0.00	04/18/2019				False	0
202-721-052019 Professional Services				SAND ISLAND MARINE PARK					
19655 Total:		2,310.00							
RADLER WHITE PARKS		2,310.00							
ROGERS MACHINERY COMPANY, INC 027589									
1169553	4/4/2019	415.60	0.00	04/18/2019				False	0
601-732-052001 Operating Supplies				MATERIALS					
1169553 Total:		415.60							
ROGERS MACHINERY C		415.60							

SAUL, KRISTINA

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
SAU									
04172019	4/17/2019	10.00	0.00	04/18/2019				False	0
100-704-052019 Professional Services				JURY DUTY					
	04172019 Total:	10.00							
	SAUL, KRISTINA Total:	10.00							
SOUTH COLUMBIA COUNTY									
028700									
04182019	4/18/2019	10,000.00	0.00	04/18/2019				False	0
202-721-052019 Professional Services				BUILDING UPGRADES					
	04182019 Total:	10,000.00							
	SOUTH COLUMBIA COU	10,000.00							
STRATTON, JACY									
STR									
04182019	4/18/2019	10.00	0.00	04/18/2019				False	0
100-704-052019 Professional Services				JURY DUTY					
	04182019 Total:	10.00							
	STRATTON, JACY Total:	10.00							
SUSEL, GABRIELLE									
SUS									
04172019	4/17/2019	10.00	0.00	04/18/2019				False	0
100-704-052019 Professional Services				JURY DUTY					
	04172019 Total:	10.00							
	SUSEL, GABRIELLE Tota	10.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
TASKCA, BENJAMIN TAS 04172019	4/17/2019	10.00	0.00	04/18/2019				False	0
100-704-052019 Professional Services				JURY DUTY					
	04172019 Total:	10.00							
	TASKCA, BENJAMIN To	10.00							
THURSTON, JOHN THUR 0002915	4/13/2019	135.00	0.00	04/18/2019				False	0
100-000-020200 Bail Deposit				BOND TRANSFER JOHN THURSTON					
	0002915 Total:	135.00							
	THURSTON, JOHN Total:	135.00							
TOPAZ, STEPHEN S.TOPAZ 01232019	1/23/2019	82.36	0.00	04/18/2019				False	0
100-703-052018 Professional Development				LOC CLASSES MILEAGE REIMB. S. TOPAZ					
	01232019 Total:	82.36							
03192019	3/19/2019	37.12	0.00	04/18/2019				False	0
100-703-052018 Professional Development				CITY COUNTY DINNER MILEAGE REIMB. S. TOPAZ					
	03192019 Total:	37.12							
	TOPAZ, STEPHEN Total:	119.48							
VERIZON WIRELESS 000720 9827194083	4/1/2019	169.20	0.00	04/18/2019				False	0
702-000-052010 Telephone				242060134-00001					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	9827194083 Total:	169.20							
	VERIZON WIRELESS To	169.20							
WEBER, SHAWN WEB 0002919	4/16/2019	25.00	0.00	04/18/2019				False	0
	100-000-021000 Court Restitution Payments			REST DISB M THOMPSON					
	0002919 Total:	25.00							
	WEBER, SHAWN Total:	25.00							
WEST, JENNIFER 451177 04182019	4/18/2019	20.00	0.00	04/18/2019				False	0
	100-000-037004 Miscellaneous - General			REFUND PUBLIC REC REQUEST DEP					
	04182019 Total:	20.00							
	WEST, JENNIFER Total:	20.00							
WILCOX & FLEGEL 037003 0370938-IN	4/10/2019	152.16	0.00	04/18/2019				False	0
	202-722-052023 Facility Maintenance			FILL TRACK HOE					
	0370938-IN Total:	152.16							
	WILCOX & FLEGEL Total:	152.16							

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

Report Total:

78,133.93

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 04/22/2019 - 9:09AM  
 Batch: 00008.04.2019 - AP 4.22.19 FY 18-19



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
RV PARK CONSULTING INC									
12411									
04192019	4/19/2019	4,500.00	0.00	04/22/2019				False	0
202-721-052019 Professional Services				RETAINER CONSULTING DESIGN FOR RV RESORT					
04192019 Total:		4,500.00							
RV PARK CONSULTING		4,500.00							
Report Total:		4,500.00							

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 04/25/2019 - 1:34PM  
 Batch: 00007.04.2019 - AP 4.25.19 FY 18-19



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
A+ ENGRAVING LLC									
45875									
1052	4/11/2019	60.00	0.00	04/25/2019				False	0
100-702-052028 Projects & Programs				PLAQUE NEAL SHEPPEARD					
1052 Total:		60.00							
A+ ENGRAVING LLC To		60.00							
ALEXIN ANALYTICAL LABS, INC.									
001650									
36517	4/19/2019	375.00	0.00	04/25/2019				False	0
601-731-052064 Lab Testing				TESTING					
36517 Total:		375.00							
ALEXIN ANALYTICAL L		375.00							
BEMIS PRINTING									
002701									
8628	3/27/2019	98.00	0.00	04/25/2019				False	0
100-705-052001 Operating Supplies				TOW REPORT					
8628 Total:		98.00							
BEMIS PRINTING Total:		98.00							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
BISSELL, CARRIE									
BISS									
04232019	4/23/2019	10.00	0.00	04/25/2019				False	0
100-704-052019	Professional Services			JURY DUTY					
	04232019 Total:	10.00							
	BISSELL, CARRIE Total:	10.00							
BOISE WIITE PAPER LLC									
003720									
04152019	4/24/2019	12,500.00	0.00	04/25/2019				False	0
202-722-055001	Principal			MAY 2019 NOTE PAYMENT					
	04152019 Total:	12,500.00							
	BOISE WIITE PAPER LL	12,500.00							
BULLARD LAW									
004880									
38192	4/5/2019	94.50	0.00	04/25/2019				False	0
100-701-052019	Professional Services			AFSCME BARGAINING 2019					
	38192 Total:	94.50							
	BULLARD LAW Total:	94.50							
CENTERLOGIC, INC.									
011595									
51593	4/3/2019	162.50	0.00	04/25/2019				False	0
702-000-052006	Computer Maintenance			OFFICE 365 MONTHLY MARCH					
	51593 Total:	162.50							
51594	4/3/2019	162.50	0.00	04/25/2019				False	0
702-000-052006	Computer Maintenance			OFFICE 365 MONTHLY APRIL					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	51594 Total:	162.50							
51630	4/3/2019	5,923.00	0.00	04/25/2019				False	0
702-000-052006	Computer Maintenance			MSP AGREEMENT SONICWALL FAAS					
	51630 Total:	5,923.00							
51659	4/3/2019	855.00	0.00	04/25/2019				False	0
702-000-052006	Computer Maintenance			QUARTERLY AGREEMENT					
	51659 Total:	855.00							
51708	4/4/2019	817.50	0.00	04/25/2019				False	0
702-000-052019	Professional Services			IT SUPPORT					
	51708 Total:	817.50							
51744	4/4/2019	325.00	0.00	04/25/2019				False	0
702-000-052006	Computer Maintenance			SECURE BACKUP					
	51744 Total:	325.00							
51782	4/17/2019	1,182.29	0.00	04/25/2019				False	0
702-000-052005	Small Equipment			DELL LATITUDE					
	51782 Total:	1,182.29							
51947	4/19/2019	488.91	0.00	04/25/2019				False	0
702-000-052019	Professional Services			IT SUPPORT					
	51947 Total:	488.91							
	CENTERLOGIC, INC. To	9,916.70							
	CENTURY LINK- ACCESS BILLING								
034004									
3263X204S19101	4/11/2019	82.22	0.00	04/25/2019				False	0
702-000-052010	Telephone			04S3					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	3263X204S19101 Total:	82.22							
	CENTURY LINK- ACCES	82.22							
CENTURYLINK, BUSINESS SERVICES									
45215									
1466159277	4/11/2019	224.20	0.00	04/25/2019				False	0
	702-000-052010 Telephone			88035002					
	1466159277 Total:	224.20							
	CENTURYLINK, BUSINE	224.20							
CINTAS CORPORATION									
037620									
8404102595	4/12/2019	114.41	0.00	04/25/2019				False	0
	100-708-052019 Professional Services			FIRST AID CABINET SERVICE REFIL					
	8404102595 Total:	114.41							
8404102596	4/12/2019	107.85	0.00	04/25/2019				False	0
	703-734-052019 Professional Services			FIRST AID CABINET SERVICE REFIL					
	8404102596 Total:	107.85							
8404102597	4/12/2019	84.34	0.00	04/25/2019				False	0
	100-715-052019 Professional Services			FIRST AID CABINET SERVICE REFIL					
	8404102597 Total:	84.34							
	CINTAS CORPORATION	306.60							
COLUMBIA CO. DEPT. OF COMM. JUSTICE									
007581									
20193CSH	4/5/2019	375.00	0.00	04/25/2019				False	0
	703-734-052019 Professional Services			WORK CREW					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
20193CSH	4/5/2019	2,250.00	0.00	04/25/2019				False	0
100-708-052019 Professional Services				WORK CREW					
	20193CSH Total:	2,625.00							
	COLUMBIA CO. DEPT. O	2,625.00							
COLUMBIA COUNTY CIRCUIT COURT									
007490									
04192019	4/19/2019	275.00	0.00	04/25/2019				False	0
100-000-036002 Fines - Court				CHRISTOPHER E. FRANCIS HARASSMENT TRANSFE					
	04192019 Total:	275.00							
	COLUMBIA COUNTY CI	275.00							
COLUMBIA COUNTY TRANSFER STATION									
007579									
6538	3/30/2019	83.66	0.00	04/25/2019				False	0
703-734-052023 Facility Maintenance				DUMP FEES					
6538	3/30/2019	30.26	0.00	04/25/2019				False	0
703-734-052023 Facility Maintenance				DUMP FEES					
6538	3/30/2019	24.03	0.00	04/25/2019				False	0
704-000-053017 Capital Outlay - Rec Center				DUMP FEES					
6538	3/30/2019	34.71	0.00	04/25/2019				False	0
704-000-053017 Capital Outlay - Rec Center				DUMP FEES					
	6538 Total:	172.66							
	COLUMBIA COUNTY TR	172.66							
COLUMBIA COUNTY TRANSIT									
007766									
16-2961	4/8/2019	6.00	0.00	04/25/2019				False	0
100-705-052001 Operating Supplies				ST. HELENS TO PORTLAND VOUCHER					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	16-2961 Total:	6.00							
	COLUMBIA COUNTY TR	6.00							
COMCAST									
COMCAST									
04122019	4/12/2019	155.36	0.00	04/25/2019				False	0
702-000-052003	Utilities			3238					
	04122019 Total:	155.36							
04142019	4/14/2019	95.41	0.00	04/25/2019				False	0
702-000-052003	Utilities			9228					
	04142019 Total:	95.41							
	COMCAST Total:	250.77							
COPPOCK, GREGORY									
COP									
04232019	4/23/2019	10.00	0.00	04/25/2019				False	0
100-704-052019	Professional Services			JURY DUTY					
	04232019 Total:	10.00							
	COPPOCK, GREGORY To	10.00							
CORE & MAIN LP									
020916									
K296839	3/29/2019	934.27	0.00	04/25/2019				False	0
601-731-052001	Operating Supplies			METER BOX STEEL FLUSH BRASS CAP STD FALV C/					
	K296839 Total:	934.27							
	CORE & MAIN LP Total:	934.27							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
DCBS- FISCAL SERVICES									
010113									
04232019	4/23/2019	1,828.00	0.00	04/25/2019				False	0
100-000-035005 Plumbing Permits				JAN-MAR BUILDING FEES FOR STATE 2019					
04232019	4/23/2019	1,879.00	0.00	04/25/2019				False	0
100-000-035003 Building Permits				JAN-MAR BUILDING FEES FOR STATE 2019					
04232019	4/23/2019	486.00	0.00	04/25/2019				False	0
100-000-035006 Mechanical Permits				JAN-MAR BUILDING FEES FOR STATE 2019					
	04232019 Total:	4,193.00							
	DCBS- FISCAL SERVICE	4,193.00							
DIMSHO, JENNIFER									
DIMSHO									
04222019	4/22/2019	118.62	0.00	04/25/2019				False	0
100-710-052018 Professional Development				MEALS REIMB. J. DIMSHO APA CONF.					
	04222019 Total:	118.62							
	DIMSHO, JENNIFER Tota	118.62							
DUGGAN, CLINT									
DUG									
04232019	4/23/2019	8.99	0.00	04/25/2019				False	0
704-000-053017 Capital Outlay - Rec Center				REIMB REC CENTER REPAIR					
	04232019 Total:	8.99							
	DUGGAN, CLINT Total:	8.99							
E2C CORPORATION									
E2C									
4326	4/22/2019	10,000.00	0.00	04/25/2019				False	0
201-000-052019 Professional Services				TINA CURRY CONSULTING MARKETING MONTHLY					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	4326 Total:	10,000.00							
	E2C CORPORATION Tota	10,000.00							
EAGLE STAR ROCK PRODUCTS, INC.									
010970									
35812	4/11/2019	651.53	0.00	04/25/2019				False	0
	704-000-053001 Capital Outlay				ROCK - POLICE MOBILE OFFICE				
	35812 Total:	651.53							
35825	4/12/2019	150.18	0.00	04/25/2019				False	0
	704-000-053001 Capital Outlay				ROCK - POLICE MOBILE OFFICE				
	35825 Total:	150.18							
35856	4/17/2019	141.48	0.00	04/25/2019				False	0
	601-731-052001 Operating Supplies				ROCK				
	35856 Total:	141.48							
35867	4/18/2019	82.08	0.00	04/25/2019				False	0
	205-000-052001 Operating Supplies				ROCK				
	35867 Total:	82.08							
35872	4/19/2019	135.27	0.00	04/25/2019				False	0
	601-731-052001 Operating Supplies				ROCK				
	35872 Total:	135.27							
	EAGLE STAR ROCK PRO	1,160.54							
EJ USA, INC									
254896									
110190023587	4/17/2019	2,473.71	0.00	04/25/2019				False	0
	601-731-052001 Operating Supplies				MATERIALS				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	110190023587 Total:	2,473.71							
	EJ USA, INC Total:	2,473.71							
GREENHOUSE YELLOWDOOR									
15413									
04242019	4/24/2019	154.00	0.00	04/25/2019				False	0
	100-709-052019 Professional Services			TERRARIUM CLASS					
	04242019 Total:	154.00							
	GREENHOUSE YELLOW	154.00							
H.D. FOWLER CO.									
012650									
15099367	4/1/2019	825.65	0.00	04/25/2019				False	0
	601-731-052001 Operating Supplies			MASTER METER REGISTER					
	15099367 Total:	825.65							
	H.D. FOWLER CO. Total:	825.65							
HACH COMPANY									
014200									
11411043	4/4/2019	980.51	0.00	04/25/2019				False	0
	601-732-052001 Operating Supplies			PHOTOCELL ASSY KIT					
	11411043 Total:	980.51							
	HACH COMPANY Total:	980.51							
HART, OWEN									
45112									
04232019	4/23/2019	10.00	0.00	04/25/2019				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				JURY DUTY					
	04232019 Total:	10.00							
	HART, OWEN Total:	10.00							
HERREN-KENAGA, BRENDA 015085									
04182019	4/18/2019	43.68	0.00	04/25/2019				False	0
100-706-052018 Professional Development				MILEAGE / PARKING REIMB. BK OR LIB ASSOC WAS					
	04182019 Total:	43.68							
	HERREN-KENAGA, BRE	43.68							
HIGH CASCADE INC. 7445552									
04252019	4/25/2019	25,000.00	0.00	04/25/2019				False	0
202-724-037030 Timber Harvesting				RELEASE OF BONDS REFUND DEPOSIT TIMBER SAI					
	04252019 Total:	25,000.00							
	HIGH CASCADE INC. To	25,000.00							
HORN, JAMES C. 015758									
04222019	4/22/2019	20.00	0.00	04/25/2019				False	0
100-000-036002 Fines - Court				REFUND OVERPAYMENT FOR DISCOVERY FEE 2019CI					
	04222019 Total:	20.00							
	HORN, JAMES C. Total:	20.00							
INGRAM LIBRARY SERVICES, INC. 016240									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
39636977	4/9/2019	11.15	0.00	04/25/2019				False	0
100-706-052033				Printed Materials	BOOKS				
	39636977 Total:	11.15							
39636978	4/9/2019	85.71	0.00	04/25/2019				False	0
100-706-052033				Printed Materials	BOOKS				
	39636978 Total:	85.71							
39636979	4/9/2019	12.75	0.00	04/25/2019				False	0
100-000-021300				Library Replacement Fines	BOOKS				
	39636979 Total:	12.75							
39691571	4/12/2019	17.88	0.00	04/25/2019				False	0
100-706-052033				Printed Materials	BOOKS				
	39691571 Total:	17.88							
39691572	4/12/2019	10.57	0.00	04/25/2019				False	0
100-706-052033				Printed Materials	BOOKS				
	39691572 Total:	10.57							
39691573	4/12/2019	678.33	0.00	04/25/2019				False	0
100-706-052033				Printed Materials	BOOKS				
	39691573 Total:	678.33							
39714285	4/15/2019	18.04	0.00	04/25/2019				False	0
100-706-052033				Printed Materials	BOOKS				
	39714285 Total:	18.04							
39714286	4/5/2019	635.90	0.00	04/25/2019				False	0
100-706-052035				Audio Materials	BOOKS				
	39714286 Total:	635.90							
39714287	4/15/2019	13.89	0.00	04/25/2019				False	0
100-706-052033				Printed Materials	BOOKS				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		13.89							
39714287 Total:		13.89							
39714288	4/15/2019	18.22	0.00	04/25/2019				False	0
100-706-052033 Printed Materials				BOOKS					
		18.22							
39714288 Total:		18.22							
39714289	4/15/2019	302.44	0.00	04/25/2019				False	0
100-706-052033 Printed Materials				BOOKS					
		302.44							
39714289 Total:		302.44							
39714290	4/15/2019	174.36	0.00	04/25/2019				False	0
100-706-052035 Audio Materials				BOOKS					
		174.36							
39714290 Total:		174.36							
39714291	4/15/2019	48.38	0.00	04/25/2019				False	0
100-000-021300 Library Replacement Fines				BOOKS					
		48.38							
39714291 Total:		48.38							
		2,027.62							
INGRAM LIBRARY SERV		2,027.62							
KILLENS, ANGELA									
KIL									
04232019	4/23/2019	10.00	0.00	04/25/2019				False	0
100-704-052019 Professional Services				JURY DUTY					
		10.00							
04232019 Total:		10.00							
		10.00							
KILLENS, ANGELA Total		10.00							
KINNEAR SPECIALTIES INC.									
017537									
5026892	4/17/2019	11.63	0.00	04/25/2019				False	0
701-000-052001 Operating Supplies				ADAPT MORB					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	5026892 Total:	11.63							
	KINNEAR SPECIALTIES	11.63							
KITTELSON & ASSOCIATES									
511211									
0101801	4/11/2019	2,073.16	0.00	04/25/2019				False	0
	205-000-052019 Professional Services				1ST AND ST. HELENS PROJECT R685				
	0101801 Total:	2,073.16							
	KITTELSON & ASSOCIA	2,073.16							
LAWRENCE OIL CO.									
018030									
019001-1910501	4/15/2019	1,205.87	0.00	04/25/2019				False	0
	703-734-052022 Fuel / Oil				247748				
019001-1910501	4/15/2019	59.66	0.00	04/25/2019				False	0
	100-715-052022 Fuel/Oil				247749				
019001-1910501	4/15/2019	72.80	0.00	04/25/2019				False	0
	703-734-052022 Fuel / Oil				247750				
	019001-1910501 Total:	1,338.33							
	LAWRENCE OIL CO. Tot	1,338.33							
LEAGUE OF OREGON CITIES									
018100									
5955	4/11/2019	20.00	0.00	04/25/2019				False	0
	100-702-052011 Public Information				PUBLIC WORKS JOB POSTING				
	5955 Total:	20.00							
	LEAGUE OF OREGON C	20.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
MACKENZIE 3114 1060034	4/12/2019	76.93	0.00	04/25/2019				False	0
607-000-052019 Professional Services				PARKS MASTER PLAN GODFREY AND CAMPBELL					
1060034 Total:		76.93							
MACKENZIE Total:		76.93							
MAILBOXES NORTHWEST 019366 04012019	4/1/2019	9.87	0.00	04/25/2019				False	0
603-737-052064 Lab Testing				ALS SHIPPING					
04012019 Total:		9.87							
MAILBOXES NORTHWE		9.87							
NORTHSIDE FORD 021530 5430	4/25/2019	25,328.23	0.00	04/25/2019				False	0
701-000-053001 Capital Outlay				FORD RANGER NEW 2019					
5430 Total:		25,328.23							
NORTHSIDE FORD Total		25,328.23							
NORTHSTAR CHEMICAL, INC. 021556 142569	4/18/2019	586.00	0.00	04/25/2019				False	0
601-732-052083 Chemicals				SODIUM HYOCHLORITE 12.5					
142569 Total:		586.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		586.00							
NORTHSTAR CHEMICAL									
NORTHWEST OCCUPATIONAL									
021449									
005	4/3/2019	720.00	0.00	04/25/2019				False	0
100-705-052019 Professional Services				MEDICAL PSY SCREENING EVAL ERIC ZWALD					
	005 Total:	720.00							
NORTHWEST OCCUPAT		720.00							
OAWU									
021691									
26639	4/9/2019	39.50	0.00	04/25/2019				False	0
100-702-052011 Public Information				JOB ANNOUNCEMENT					
	26639 Total:	39.50							
OAWU Total:		39.50							
OM STONE									
6322									
04242019	4/25/2019	10,044.50	0.00	04/25/2019				False	0
704-000-053023 Capital Outlay - GCliff Proj				REMAINDER OF PAYMENT GRANITE SLAB AND HE/					
	04242019 Total:	10,044.50							
OM STONE Total:		10,044.50							
ONE CALL CONCEPTS, INC.									
021950									
9030491	3/31/2019	91.24	0.00	04/25/2019				False	0
601-731-052019 Professional Services				REG TICKETS 154 MODEM DEL 77 TICKETS					
9030491	3/31/2019	91.25	0.00	04/25/2019				False	0
603-735-052019 Professional Services				REG TICKETS 154 MODEM DEL 77 TICKETS					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	9030491 Total:	182.49							
	ONE CALL CONCEPTS,	182.49							
PAPE MACHINERY									
024755									
11418554	4/18/2019	999.75	0.00	04/25/2019				False	0
	701-000-052001 Operating Supplies			TOOL STANDAR					
	11418554 Total:	999.75							
	PAPE MACHINERY Total	999.75							
PAULSON PRINTING									
025300									
D2698	3/31/2019	72.00	0.00	04/25/2019				False	0
	100-705-052001 Operating Supplies			BUS CARDS MASSEY					
	D2698 Total:	72.00							
	PAULSON PRINTING To	72.00							
PEAK ELECTRIC GROUP, LLC									
PEAK.ELE									
190053	4/4/2019	3,872.90	0.00	04/25/2019				False	0
	704-000-053012 Capital Outlay - Parks			CAMPBELL PARK RESTROOMS ELECTRIC WORK					
	190053 Total:	3,872.90							
190128	3/20/2019	576.00	0.00	04/25/2019				False	0
	100-715-052023 Facility Maintenance			NEW CIRCUIT COPIER CITY HALL					
	190128 Total:	576.00							
	PEAK ELECTRIC GROU	4,448.90							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
PETERSON, TELKA									
5411									
04232019	4/23/2019	10.00	0.00	04/25/2019				False	0
100-704-052019 Professional Services				JURY DUTY					
04232019 Total:		10.00							
PETERSON, TELKA Tota		10.00							
PETTY CASH LIBRARY JAMIE EDWARDS									
018754									
04152019	4/15/2019	17.99	0.00	04/25/2019				False	0
100-000-021300 Library Replacement Fines				PETTY CASH REFUND LOST BOOK					
04152019	4/15/2019	9.99	0.00	04/25/2019				False	0
100-000-021300 Library Replacement Fines				PETTY CASH REFUND LOST BOOK					
04152019	4/15/2019	21.95	0.00	04/25/2019				False	0
100-000-021300 Library Replacement Fines				PETTY CASH REFUND LOST BOOK					
04152019	4/15/2019	29.00	0.00	04/25/2019				False	0
100-706-052028 Projects & Programs				PETTY CASH MEALS FOR PROG PRESENTER					
04152019 Total:		78.93							
PETTY CASH LIBRARY		78.93							
PORT OF COLUMBIA COUNTY									
025620									
04232019	4/23/2019	7,500.00	0.00	04/25/2019				False	0
202-721-052019 Professional Services				COL COUNTY RAIL SAFETY AND MOBILITY PROJEC					
04232019 Total:		7,500.00							
PORT OF COLUMBIA CO		7,500.00							

RAEDEL, SARA  
RAD



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
04232019	4/23/2019	10.00	0.00	04/25/2019				False	0
100-704-052019 Professional Services				JURY DUTY					
	04232019 Total:	10.00							
	RAEDEL, SARA Total:	10.00							
S-2 CONTRACTORS, INC.									
028399									
1906E2	3/23/2019	13,499.50	0.00	04/25/2019				False	0
205-000-053005 Street Patching				ASPHALT GREY CLIFFS PARK / RIVER STREEET					
1906E2	3/23/2019	4,739.50	0.00	04/25/2019				False	0
704-000-053023 Capital Outlay - GCliff Proj				ASPHALT GREY CLIFFS PARK / RIVER STREEET					
	1906E2 Total:	18,239.00							
1906E3	3/14/2019	654.50	0.00	04/25/2019				False	0
205-000-053005 Street Patching				ASPHALT OLD PORTLAND RD / REC CENTER S 17 S :					
	1906E3 Total:	654.50							
	S-2 CONTRACTORS, INC	18,893.50							
SAFEGUARD FIRE EXTINGUISHER SERVICE									
029587									
29873	4/12/2019	27.51	0.00	04/25/2019				False	0
100-706-052023 Facility Maintenance				FIRE EXTINGUISHER SERVICE					
29873	4/12/2019	11.79	0.00	04/25/2019				False	0
100-709-052023 Facility Maintenance				FIRE EXTINGUISHER SERVICE					
29873	4/12/2019	82.53	0.00	04/25/2019				False	0
100-708-052019 Professional Services				FIRE EXTINGUISHER SERVICE					
29873	4/12/2019	37.33	0.00	04/25/2019				False	0
603-736-052023 Facility Maintenance				FIRE EXTINGUISHER SERVICE					
29873	4/12/2019	37.34	0.00	04/25/2019				False	0
603-737-052023 Facility Maintenance				FIRE EXTINGUISHER SERVICE					
29873	4/12/2019	62.88	0.00	04/25/2019				False	0
100-715-052023 Facility Maintenance				FIRE EXTINGUISHER SERVICE					
29873	4/12/2019	325.62	0.00	04/25/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
703-734-052019 Professional Services				FIRE EXTINGUISHER SERVICE					
	29873 Total:	585.00							
	SAFEGUARD FIRE EXTI	585.00							
SALSBURY INDUSTRIES, LOCKERS.COM 41112									
6074210	4/16/2019	28.04	0.00	04/25/2019				False	0
100-705-052001 Operating Supplies				MASTER CONTROL KEY WOOD LOCKER					
	6074210 Total:	28.04							
	SALSBURY INDUSTRIES	28.04							
SAUTER SPRAY EQUIPMENT CO. 029795									
J402-19	4/2/2019	82.50	0.00	04/25/2019				False	0
100-708-052001 Operating Supplies				MATERIALS					
	J402-19 Total:	82.50							
	SAUTER SPRAY EQUIPM	82.50							
SCAPPOOSE SAND & GRAVEL 030050									
34794	4/9/2019	36.00	0.00	04/25/2019				False	0
605-000-052001 Operating Supplies				DUMP FEES					
	34794 Total:	36.00							
	SCAPPOOSE SAND & GR	36.00							

SECURE PACIFIC CORPORATION  
001384

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
215099	4/10/2019	111.88	0.00	04/25/2019				False	0
603-736-052023 Facility Maintenance				TESTING					
215099	4/10/2019	111.87	0.00	04/25/2019				False	0
603-737-052023 Facility Maintenance				TESTING					
	215099 Total:	223.75							
	SECURE PACIFIC CORP	223.75							
SEVEN OAKS DEVELOPMENT									
SEVEN OA									
04222019	4/22/2019	60.00	0.00	04/25/2019				False	0
100-000-035015 Planning Fees				LAND USE PL PERMIT REFUND					
	04222019 Total:	60.00							
	SEVEN OAKS DEVELOP	60.00							
SOLUTIONS YES									
013581									
inv180683	2/28/2019	957.00	0.00	04/25/2019				False	0
100-705-052004 Office Supplies				TONER					
	inv180683 Total:	957.00							
INV184326	2/28/2019	157.00	0.00	04/25/2019				False	0
100-705-052004 Office Supplies				TONER					
	INV184326 Total:	157.00							
INV184557-2	2/28/2019	214.00	0.00	04/25/2019				False	0
100-705-052004 Office Supplies				TONER					
	INV184557-2 Total:	214.00							
	SOLUTIONS YES Total:	1,328.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
SORENSEN-GLEASON, ELIZABETH									
SOR									
04232019	4/23/2019	10.00	0.00	04/25/2019				False	0
100-704-052019	Professional Services			JURY DUTY					
	04232019 Total:	10.00							
	SORENSEN-GLEASON, E	10.00							
TIAA COMMERCIAL FINANCE INC									
03521									
6142215	4/21/2019	150.00	0.00	04/25/2019				False	0
100-715-052021	Equipment Maintenance			CONTRACT PAYMENT					
	6142215 Total:	150.00							
	TIAA COMMERCIAL FIN	150.00							
TVW INC									
033827									
0038451-IN	3/31/2019	1,616.22	0.00	04/25/2019				False	0
100-715-052023	Facility Maintenance			JANITORIAL SERVICE					
	0038451-IN Total:	1,616.22							
0038452-IN	3/31/2019	1,472.16	0.00	04/25/2019				False	0
100-706-052023	Facility Maintenance			JANITORIAL SERVICE					
	0038452-IN Total:	1,472.16							
0038453-IN	3/31/2019	570.37	0.00	04/25/2019				False	0
100-705-052023	Facility Maintenance			JANITORIAL SERVICE					
	0038453-IN Total:	570.37							
	TVW INC Total:	3,658.75							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
U.S. BANK EQUIPMENT FINANCE									
033955									
382670560	4/12/2019	150.00	0.00	04/25/2019				False	0
100-715-052021	Equipment Maintenance			CONTRACT PAYMENT					
	382670560 Total:	150.00							
	U.S. BANK EQUIPMENT	150.00							
UNITED FIRE,HEALTH, & SAFETY									
034285									
15706667	1/26/2019	1,358.00	0.00	04/25/2019				False	0
601-732-052023	Facility Maintenance			SPRINK SYSTEM INSP WFF					
	15706667 Total:	1,358.00							
	UNITED FIRE,HEALTH,	1,358.00							
VERNON, VICKI R.									
034920									
04112019	4/11/2019	316.00	0.00	04/25/2019				False	0
100-704-052019	Professional Services			JASON WEASER					
	04112019 Total:	316.00							
	VERNON, VICKI R. Total	316.00							
WAYNE WEIGANDT									
BP-WEIG									
100-000-020100	4/22/2019	403.00	0.00	04/22/2019				False	0
100-000-020100	Accounts Payable			BP Refund					
	Total:	403.00							
	WAYNE WEIGANDT Tot	403.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
WHITNEY, JESSICA R.									
HIT									
0002916	4/15/2019	20.00	0.00	04/25/2019				False	0
100-000-036002 Fines - Court				OVERAGE REFUND J WHITNEY					
	0002916 Total:	20.00							
	WHITNEY, JESSICA R. T	20.00							
WILBUR-ELLIS CO.									
037000									
12439744	3/15/2019	4,214.78	0.00	04/25/2019				False	0
100-708-052001 Operating Supplies				FAIRWAY SUPREME					
	12439744 Total:	4,214.78							
	WILBUR-ELLIS CO. Tota	4,214.78							
WILCOX & FLEGEL									
037003									
0367508-IN	4/1/2019	128.61	0.00	04/25/2019				False	0
202-722-052023 Facility Maintenance				KASTER RD					
	0367508-IN Total:	128.61							
0368425-IN	4/3/2019	67.33	0.00	04/25/2019				False	0
202-722-052023 Facility Maintenance				FILL TRACK HOE					
	0368425-IN Total:	67.33							
0373153-IN	4/17/2019	139.12	0.00	04/25/2019				False	0
202-722-052023 Facility Maintenance				FILL EXCAVATOR					
	0373153-IN Total:	139.12							
0373468-IN	4/17/2019	94.28	0.00	04/25/2019				False	0
202-722-052023 Facility Maintenance				FILL TRACK HOE					

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

0373468-IN Total:	94.28
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WILCOX & FLEGEL Tota	429.34
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Report Total:	160,464.12
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