



CITY COUNCIL REGULAR SESSION

Wednesday, April 01, 2020

265 Strand Street, St. Helens, OR 97051

www.ci.st-helens.or.us

Welcome!

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

1. 7:00 P.M. - Call Regular Session to Order -

This meeting is being held electronically via Zoom. Please see end of agenda for options to attend.

2. Pledge of Allegiance

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

4. Ordinances - Final Reading

- 4.a. Ordinance No. 3250: An Ordinance Adding a Historic Resource (Building) to the Designated Landmarks Register and Amending St. Helens Municipal Code Section 19.20.030

[04A. Ord No 3250 - Add Historic Structure to Designated Landmarks Register PENDING 040120.pdf](#)

- 4.b. Ordinance No. 3251: An Ordinance to Annex and Designate the Zone of Certain Property Located at the End of Windy Ridge Drive, Also Described as Parcel 2 of Partition Plat No. 2002-13

[04B. Ord No 3251 - Annex and Designate Zone for Windy Ridge Dr Parcel PENDING 040120.pdf](#)

5. Ordinances - First Reading

- 5.a. Ordinance No. 3252: An Ordinance Vacating a Portion of Umatilla Street Right of Way

[05A. Ord No 3252 - Vacate Portion of Umatilla St ROW PENDING 041520.pdf](#)

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

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

6. Resolutions

- 6.a. Resolution No. 1876: A Resolution of the City of St. Helens City Council Authorizing Application for Grant to the Oregon Parks and Recreation Department [2020 Local Government Grant Program]
[06A. Res No 1876 - Authorize Grant Application to Oregon Parks & Rec for 2020 Local Govt Grant Program PENDING 040120.pdf](#)
- 6.b. Resolution No. 1877: A Resolution of the City of St. Helens City Council Authorizing Application for Grant to Oregon Parks and Recreation Department [2019-2020 Land and Water Conservation Fund Grant]
[06B. Res No 1877 - Authorize Grant Application to Oregon Parks & Rec for 2019-2020 Land & Water Conserv Fund PENDING 040120.pdf](#)
- 6.c. Resolution No. 1879: A Resolution Amending Resolution No. 1878, which Declared a Local State of Emergency in the City of St. Helens as a Result of COVID-19 Pandemic
[Res No 1879 - Amend Res No 1878 Declare an Emergency as a Result of COVID-19 Pandemic PENDING 040120.pdf](#)

7. Approve and/or Authorize for Signature

- 7.a. Fourth Amendment to Sewer Service Agreement for 35262 Fir Street (McFeron)
[07A. 04-01-20 McFeron Swr Svc Agr - 4th Amend.pdf](#)
- 7.b. Dedication Deed to the Public from St. Helens Place Apartments, LLC
[07B. Dedication Deed.pdf](#)
- 7.c. Agreement with Western Display Fireworks LTD for 4th of July Fireworks
[07C. Fireworks Agreement with Western Display Fireworks.pdf](#)
- 7.d. Quote from MuniCode for Meetings & Agenda Management System
[07D. MuniCode Mtg & Agenda Management Quote.pdf](#)
- 7.e. Work Order No. 2 with Alta Planning + Design, Inc. for BUILD Grant Assistance
[07E. Alta Planning + Design Work Order #2.pdf](#)
- 7.f. Agreement with Kittelson & Associates, Inc. for 2020 BUILD Grant Assistance
[07F. Kittelson Agreement 2020 BUILD Grant.pdf](#)

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- 7.g. Agreement with Tiberius Solutions, LLC for Services Related to the Update of the St. Helens Urban Renewal Financial Projections
[07G. Personal Services Agreement - Tiberius Solutions LLC w SOW.pdf](#)
- 7.h. Agreement with City of Scappoose for Public Improvement Inspection Services
[07H. IGA w Scappoose for Public Improvement Inspections.pdf](#)
- 7.i. Contract Payments
[07I. 040120 Contract Payments.pdf](#)

8. Consent Agenda for Acceptance

- 8.a. Planning Commission Minutes dated February 11, 2020
[08A. 02112020 PC Minutes APPROVED.pdf](#)
- 8.b. Library Board Minutes dated January 13, 2020
[08B. 011320 LB Minutes APPROVED.pdf](#)

9. Consent Agenda for Approval

- 9.a. Council Work Session, Executive Session, Public Hearing, Regular Session, and Special Session Minutes dated February 18 and 26 and March 4, 2020
[09A. 040120 Council Minutes TO BE APPROVED.pdf](#)
- 9.b. Administrative Billing Specialist Job Description
[09B. Administrative Billing Specialist PROPOSED 040120.pdf](#)
- 9.c. Recreation Program Specialist Job Description
[09C. Recreation Program Specialist PROPOSED 040120.pdf](#)
- 9.d. OLCC Licenses
[09D. OLCC 04-01-20 CC Mtg.pdf](#)
- 9.e. Animal Facility Licenses
[09E. AFL List for Council approval on 04-01-20.pdf](#)
- 9.f. Cascades Reserve Allocation Annual Adjustment from 79.8% to 79.2%
[09F. 4-1-2020_AnnualTAC_Adjustment.pdf](#)
- 9.g. Accounts Payable Bill Lists
[09G. AP Bill Lists.pdf](#)

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10. **Mayor Scholl Reports**
11. **Council Member Reports**
12. **Department Reports**
13. **Other Business**
14. **Adjourn**

Zoom Meeting Options -

On your computer, tablet or phone

- <https://zoom.us/j/397697315>
- Meeting ID: 397 697 315

One tap mobile

- +16699006833,,397697315# US (San Jose)
- +13462487799,,397697315# US (Houston)

Dial by your location

- +1 669 900 6833 US (San Jose)
- +1 346 248 7799 US (Houston)
- +1 301 715 8592 US
- +1 312 626 6799 US (Chicago)
- +1 929 436 2866 US (New York)
- +1 253 215 8782 US

Meeting ID: 397 697 315

Find your local number: <https://zoom.us/u/ahyOaBe18>

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City of St. Helens
ORDINANCE NO. 3250

AN ORDINANCE ADDING A HISTORIC RESOURCE (BUILDING) TO THE
DESIGNATED LANDMARKS REGISTER AND AMENDING ST. HELENS MUNICIPAL
CODE SECTION 19.20.030

WHEREAS, pursuant to St. Helens Municipal Code 17.20.020(1)(d) Ruby Feather (hereinafter Property Owner) initiated a legislative change to the St. Helens Comprehensive Plan (St. Helens Municipal Code Title 19) to add the building addressed as 260 S. 2nd Street to the Designated Landmarks Register as defined and described in Chapter 17.36 SHMC;

WHEREAS, the Property Owner consents to the building's inclusion onto the Designated Landmarks Register and this is not being imposed by the City of St. Helens;

WHEREAS, the Designated Landmarks Register is part of the Comprehensive Plan, SHMC 19.20.030 specifically, and this section needs to be amended accordingly;

WHEREAS, SHMC 19.20.030 needs to be additionally amended to update pertinent information and fix errors;

WHEREAS, pursuant to the St. Helens Municipal Code and Oregon Revised Statutes, the City has provided notice to: the Oregon Department of Land Conservation and Development on December 10, 2019, and the local newspaper of record on January 1, 2020; and

WHEREAS, the St. Helens Planning Commission in their role as the Historic Landmarks Commission did hold a duly noticed public hearing on January 14, 2020 and, following deliberation, made a recommendation of approval to the City Council; and

WHEREAS, the St. Helens City Council conducted a public hearing on February 5, 2020 and having the responsibility to approve, approve with modifications, or deny an application for a legislative change, has deliberated and found that based on the information in the record and the applicable criteria in the SHMC that the proposed addition to the Designated Landmarks Register and related amendments be approved.

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

Section 1. The above recitations are true and correct and are incorporated herein by reference.

Section 2. Section 19.20.030 of the St. Helens Municipal Code (Comprehensive Plan) is hereby amended with a new map, attached hereto as **Attachment "A"** and made part of this reference, replacing the current one.

Section 3. Section 19.20.030 of the St. Helens Municipal Code (Comprehensive Plan) is hereby amended with a new list, attached hereto as **Attachment "B"** and made part of this reference, replacing the current one.

Section 4. Section 19.20.030 of the St. Helens Municipal Code (Comprehensive Plan) is hereby amended with a new aerial exhibit, attached hereto as **Aerial Exhibit** and made part of this reference.

Section 5. In support of the amendments to the Designated Landmarks Register described herein, the Council hereby adopts the Findings of Fact and Conclusions of Law, attached hereto as **Attachment "C"** and made part of this reference.

Section 6. 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 servable. 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 7. 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 8. 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: March 4, 2020
Read the second time: April 1, 2020

APPROVED AND ADOPTED this 1st day of April, 2020 by the following vote:

Ayes:

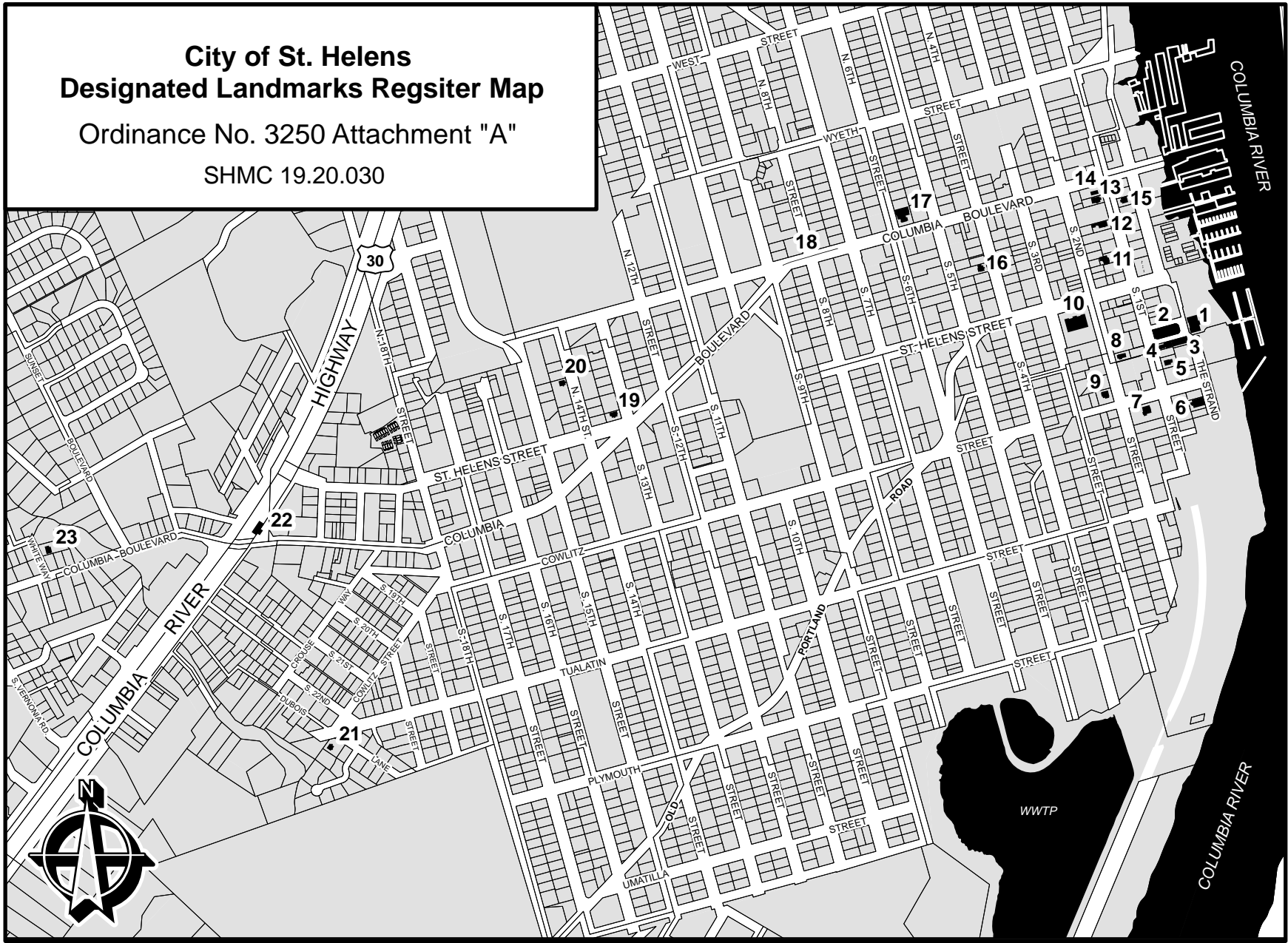
Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
Designated Landmarks Register Map
Ordinance No. 3250 Attachment "A"
SHMC 19.20.030



City of St. Helens Designated Landmarks Register

#	Name	Legal	Address	Year Built	Notes
1	Courthouse		240 The Strand	1906	
2	Courthouse Plaza	Plaza, B. 11	Plaza Square	1907	
3	Columbia County Bank	L. 18, B. 11	265 The Strand	1908	City Hall
4	Christ Episcopal Church	L. 5, B. 11	260 S. 1st Street	1897	Also 61 Plaza Square
5	Richard Cox House	L. 3, B. 11	280 S. 1st Street	1890	
6	Morgus Building	L. 13, B. 10	313, 315 & 317 The Strand	1912	
7	Muckle-George House	L. 10-13, B. 19	105 Cowlitz Street	1910	Formerly addressed as 305 S. 1st Street
8	Italianate Cottage	L. 5, B. 18	260 S. 2nd Street	1885	
9	Laud Rutherford House	L. 21 & 22, B. 26	295 S. 2nd Street	1911	
10	John Gumm School	L. 8-15, B. 26	251 St. Helens Street	1919	
11	Samuel Miles House	L. 3, 4, 19 & 20, B. 17	175 S. 1st Street	1886	
12	Cliff-Ross House	L. 16, B. 17	145 S. 1st Street	1905	
13	Orin Shepard House	L. 13, B. 17	115 S. 1st Street	1926	
14	Gray House	L. 12, B. 17	105 S. 1st Street	1905	
15	Shinn House	L. 9, B. 12	120 S. 1st Street	1914	
16	Henry Knighton House	L. 17, B. 43	155 S. 4th Street	1851	Moved to this location in 1938
17	Methodist Church	L. 1 & 2, B. 47	560 Columbia Blvd.	1924	
18	Stone Wall	Columbia Boulevard ROW	Between N. 7 th & N. 9th Streets	1933	
19	Basalt House	L. 22, B. 112	1320 St. Helens Street	1932	
20	Basalt House	L. 17, B. 123	255 North 14th Street	1936	
21	Basalt House	Tualatin Street and DuBois Lane	205 DuBois Lane	1930	
22	Railroad Station	Railroad ROW	2194 Columbia Blvd.	1923	Burlington-Northern Railroad
23	White Way House	L. 4, B. 1, White Sub.	116 White Way	1859/1906	Formerly addressed as 2364 Columbia Boulevard; Remodeled in 1906

City of St. Helens Designated Landmarks Register Map

Ordinance No. 3250 Aerial Exhibit

SHMC 19.20.030



Aerial Photo 2009, City of St. Helens.

**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT AND CONCLUSIONS OF LAW
Comprehensive Plan Amendment CP.2.19**

APPLICANT: City of St. Helens
PROPOSAL: Comprehensive Plan Amendment to add a historic resource (building) to the Historic Designated Landmarks Register
LOCATION: 260 S. 2nd Street; 4N1W-3BA-4800
ZONING: Riverfront District (RD), Plaza Subdistrict

SITE INFORMATION / BACKGROUND

This detached single-family dwelling was built in the style of an “Italianate Cottage.” The St. Helens Downtown Historic District nomination states that the house was built in 1885. However, the Columbia County Museum Association’s research did not find any evidence that references a structure on the property prior to 1906. This is discussed further below.

According to the County Assessor, it is a single-story at 1,196 square feet. The building is sited on the slope of a hillside and faces east overlooking downtown St. Helens and the Columbia River. The rear of the structure faces S. 2nd Street, which is where the property is accessed by vehicles today. It also accessed on foot by a pedestrian path / alley in between two commercial buildings along S. 1st Street.

The structure is within the nationally registered St. Helens Downtown Historic District. The nomination classifies the structure one of “primary significance” which means it was built before the fire of September 1904. A construction date of 1885 would date this structure as the second oldest surviving structure in downtown St. Helens. The oldest structure is the Henry Knighton House, which was built in 1851 by Henry Knighton, who established the town of St. Helens. More recently, this structure was a filming location for the movie *Twilight* (2008) where the main character, Bella, buys a book from the house, which was fashioned as a bookstore.

Regarding alterations, the St. Helens Downtown Historic District nomination from 1984 states, “The house has been covered over with fire retardant shingles, but the window and door trim are intact. The windows are one over one double-hung wood sash. A one story attached porch extends across the front of the house and has a hipped roof. It is supported by four posts across the front and pilasters at the wall edge which are ornamented with cut work brackets. In addition to the siding, only the porch rail, hand rail and stairs appear to have been altered.”

PUBLIC HEARING & NOTICE

Hearing dates are **January 14, 2020** before the Planning Commission and **February 5, 2020** before the City Council.

Notice was published in The Chronicle on **January 1, 2020**. Notice was sent to the Oregon Department of Land Conservation and Development on **December 10, 2019**.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

SHMC 17.20.120(1) – Standards for Legislative Decision

The recommendation by the commission and the decision by the council shall be based on consideration of the following factors:

- (a) The statewide planning goals and guidelines adopted under ORS Chapter 197;
- (b) Any federal or state statutes or guidelines found applicable;
- (c) The applicable comprehensive plan policies, procedures, appendices and maps; and
- (d) The applicable provisions of the implementing ordinances.
- (e) A proposed change to the St. Helens zoning district map that constitutes a spot zoning is prohibited. A proposed change to the St. Helens comprehensive plan map that facilitates a spot zoning is prohibited.

(a) Discussion: This criterion requires analysis of the applicable statewide planning goals. The applicable goals in this case are Goal 1 and Goal 5.

Statewide Planning Goal 1: Citizen Involvement.

Goal 1 requires the development of a citizen involvement program that is widespread, allows two-way communication, provides for citizen involvement through all planning phases, and is understandable, responsive, and funded.

Generally, Goal 1 is satisfied when a local government follows the public involvement procedures set out in the statutes and in its acknowledged comprehensive plan and land use regulations.

The City's Development Code is consistent with State law with regards to notification requirements. Pursuant to SHMC 17.20.080 at least one public hearing before the Planning Commission and City Council is required. Legal notice in a newspaper of general circulation is required too. Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties. The City has met these requirements and notified DLCD of the proposal.

Finding: Given the scheduled public hearings and notice provided to surrounding property owners and DLCD, Goal 1 is satisfied.

Goal 5: Natural Resources, Scenic and Historic Areas, and Open Spaces

Goal 5 requires the adoption of programs that will protect natural resources and conserve scenic, historic, and open space resources for present and future generations. These resources promote a healthy environment and natural landscape that contributes

to Oregon's livability.

Finding: This proposal is to add a property to the City's historic resource list. Therefore, Goal 5 is satisfied.

(b) Discussion: This criterion requires analysis of any applicable federal or state statutes or guidelines. There are no federal level statutes or guidelines that were specifically analyzed, except where already incorporated in state level statutes or guidelines.

The applicable state level statutes/guideline is ORS 227.186(2), which states:

All legislative acts relating to comprehensive plans, land use planning or zoning adopted by a city shall be by ordinance.

Finding: The Comprehensive Plan amendment will be adopted by ordinance in compliance with this statute.

(c) Discussion: This criterion requires analysis of applicable comprehensive plan policies, procedures, appendices and maps. The relevant comprehensive plan policy is below.

19.08.060 Natural factors and local resources goals and policies.

(3) Policies. It is the policy of the city of St. Helens to:

[...]

(k) Subject proposed alteration of the city's historic resources to design review and historic documentation to encourage preservation of historical assets.

(l) Devise a program for attempting to preserve those historic resources that are threatened with demolition.

[...]

Finding: By adding this property to the Designated Historic Landmarks Register, the city will be preventing major alteration and even demolition of a historic asset.

(d) Discussion: This criterion requires analysis of the applicable provisions of the implementing ordinances. Specific standards for inclusion onto the Designated Landmarks Register are per SHMC 17.36.030 (1) - (6).

SHMC 17.36.030 (1) - (6) Designated Landmarks Register

(1) Properties listed on the National Register of Historic Places, including all properties within National Register Historic District boundaries, are eligible for automatic listing on the Designated Landmarks Register. However, only properties listed on the Designated Landmarks Register shall be eligible for public incentives and code considerations pursuant to this chapter.

(2) Any individual or group, including the commission acting on its own initiative, may nominate a historic resource for inclusion on or removal from the Designated Landmarks Register by submitting a complete application to the planning director. The burden of proof lies with the applicant. No property shall be so designated without the written consent of the owner or, in the case of multiple ownership, all of the owners.

(3) The planning director shall establish standards for a complete application. Upon acceptance of a complete application the planning director shall schedule a public hearing pursuant to the applicable state laws and provisions of the St. Helens Development Code.

(4) In order to be included or maintained on the Designated Landmarks Register the city council (based on recommendation of the commission), pursuant to comprehensive plan amendment procedures, must find that the historic resource is over 50 years of age or of "extraordinary historic importance" (as defined by SHMC 17.36.010), and possesses sufficient "historic integrity" (as defined by SHMC 17.36.010), and:

(a) Is associated with events that have made a significant contribution to the broad patterns of local, state, or national history; or

(b) Is associated with the lives of persons, or groups of people, significant in local, state, or national history; or

(c) Embodies the distinctive characteristics of an architectural type, style, period, or method of construction or that represents the work of a master (e.g., builder, designer or architect), or that possesses high artistic values, or that represents a significant and distinguishable entity whose components may lack individual distinction; or

(d) Has yielded or is likely to yield information which is important in local, state, or national history.

(5) The commission and city council shall develop findings to support their decisions. These findings shall indicate those elements of a property, including archaeological features, that are included in the designation and subject to regulation under the provisions of this chapter.

(6) The age of a specific building or structure is not sufficient in itself to warrant listing on the Designated Landmarks Register.

(1) Finding: The property is within the National Register of Historic District Boundary classified as "primary significant," and is therefore eligible for automatic listing.

(2) Finding: The application for nomination of the historic resource for inclusion on the Designated Landmarks Register was submitted by the sole property owner. This application is by the property owner's own action and consent. The application is not being imposed by the City of St. Helens.

(3) Finding: The application submitted was complete, and a public hearing was scheduled subject to the provisions of the St. Helens Development Code.

(4) Discussion: The historic resource is over 50 years of age. "Historic integrity" is defined as the quality of wholeness of the historic location, design, setting, materials, workmanship, feeling and/or association of a resource, as opposed to its physical condition. The nomination states that in addition to the exterior shingles, the porch rail, hand rail and stairs appear to have been altered. Indeed, in the historic photo from 1929, the staircase leading to the front porch and door can be seen facing east. Today, this staircase is facing west to alter the access from 1st Street as it became a denser commercial corridor. However, the location, design, and basic features of the home (columns, windows, roofline, etc.) appear to be unaltered.

(4) Finding: The historic resource is over 50 years of age, and aside from minor alterations, the historic resource appears to possess sufficient "historic integrity." Therefore, this structure is eligible for inclusion on the Designated Landmarks Register.

(4)(a - d) Discussion: This section focuses on the local history of the land the structure sits on, the history of structure itself, and the history of property owners of both the land and the structure.

The land that this structure sits on was once owned by Henry Knighton, who is known to have founded the City of St. Helens. This property was part of the larger Knighton farm. The original Henry Knighton House and other outbuildings were located on the property. Henry Knighton constructed the oldest surviving structure in the City's downtown, the Henry Knighton House, which has been moved twice since its original location on S. 1st Street. The second location, which is slightly further west from its original location. The Columbia County Museum Association (CCMA) believes that the location of the subject dwelling is actually the location of a barn structure on the Knighton property.

After Henry Knighton, the lot was owned by William and Emmeline Meeker. The Meekers operated a hotel out of the Knighton House (at its first location) after Henry Knighton moved from St. Helens. According to CCMA, deed records and newspaper references begin to referencing a single-family dwelling on the property only *after* 1906. Property records seem to indicate that the builders of the single-family dwelling were the Ansoerge family, who owned the property from 1906 to 1912.

Mr. Alfred E. Ansoerge was a born in Prussia and immigrated to the United States in 1852. After enlisting in the Civil War and serving approximately three years, he was discharged in 1864. At 32, he married Elizabeth McKee (possibly Meeker) in Cambridge, Massachusetts. They had two daughters, and after 1900, they moved to St. Helens to live near their younger daughter, Irene Day, who lived with her husband Joseph Day. In 1906, they purchased the Knighton/Meeker barn property, which is when it is believed they constructed the subject dwelling. After the Ansoerge family, the home was owned by William and Edwin Ross from 1912 to 1918.

Regarding the structure itself, it was one of two Italianate-style dwellings within the Historic District boundary when the district was first designated. Since then, the second Italianate-style dwelling was demolished around 2008(the Dillard House at 135 S. 1st Street), leaving this now the only structure to be of the Italianate-architectural style.

A construction date of 1885 would date this structure as the second oldest surviving structure in downtown St. Helens, and the first oldest structure in its original location. A construction date of 1906 would make this structure one of approximately 14 structures that remain intact built before 1907. Regardless of which date the structure was constructed, it is safety *at least* 113 years old.

Nationally, the exterior and interior of the structure is significant in pop culture because of its inclusion in *Twilight* (2008) as the location of a bookstore.

(4) (a-d) Finding: The land this structure sits on and the structure itself is associated with the lives of persons significant in the local history of St. Helens. It is of an older architectural style (Italianate) of which there is only one structure remaining within the Historic District boundary. Although there remains some discrepancy about the exact date of construction, the structure itself is *at least* 113 years of age. The structure also has national significance, due to

its exterior and interior appearance in *Twilight* (2008). For these reasons, this structure is eligible for inclusion on the Designated Landmarks Register.

(d) Finding: The relevant Designated Landmarks Register implementing ordinance is met.

(e) Finding: Since this request is not a zone change or a comprehensive plan map change, this is not applicable to this proposal.

CONCLUSION & DECISION

Based upon the facts and findings herein, staff and the City Council approves this Comprehensive Plan Amendment to add a historic resource (building) to the Historic Designated Landmarks Register.

***NOTE** - The map and list of significant historic resources will need to be updated as part of the adoption ordinance. The new resource needs to be added and staff identified revisions and errors to be fixed*

Rick Scholl, Mayor

Date

City of St. Helens
ORDINANCE NO. 3251

AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN
PROPERTY LOCATED AT THE END OF WINDY RIDGE DRIVE, ALSO
DESCRIBED AS PARCEL 2 OF PARTITION PLAT NO. 2002-13

WHEREAS, applicant Tammy Cinnera has requested to annex to the City of St. Helens certain property described as **Parcel 2 of Partition Plat No. 2002-13, Columbia County, Oregon**. This property is also depicted per **Exhibit A**; and

WHEREAS, the applicant has consented in writing to the proposed annexation; and

WHEREAS, the applicant constitutes 1) all the owners of the property to be annexed, and 2) more than half of the owners of the property to be annexed own more than half of such property representing more than half of the assessed value pursuant to ORS 222.170(1); and

WHEREAS, the City Council must determine the incorporated Comprehensive Plan Map designation and the Zone Map designation; and

WHEREAS, appropriate notice has been given and a public hearing was held February 19, 2020 on the annexation proposal; and

WHEREAS, the Council has considered findings of compliance with criteria and law applicable to the proposal.

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

Section 1. The above recitations are true and correct and are incorporated herein by this reference.

Section 2. The property described as **Parcel 2 of Partition Plat No. 2002-13, Columbia County, Oregon** and depicted in **Exhibit A** is hereby accepted for annexation to the City of St. Helens.

Section 3. The St. Helens Zoning Ordinance Map is hereby amended to reflect that the property described herein shall be zoned Suburban Residential, R10.

Section 4. The St. Helens Comprehensive Plan Map is hereby amended to reflect that the property described herein shall be designated as Suburban Residential, SR.

Section 5. The land is classified as "Established" in accordance with Chapter 17.112 of the St. Helens Community Development Code (SHMC Title 17) and OAR 660-08-0005.

Section 6. In support of the above annexation and amendments described herein, the Council hereby adopts the **Annexation A.5.19** Findings of Fact and Conclusions of Law, attached hereto as **Exhibit B** and made part of this reference.

Section 7. 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: March 4, 2020
Read the second time: April 1, 2020

APPROVED AND ADOPTED this 1st day of April, 2020 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

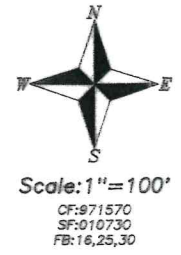
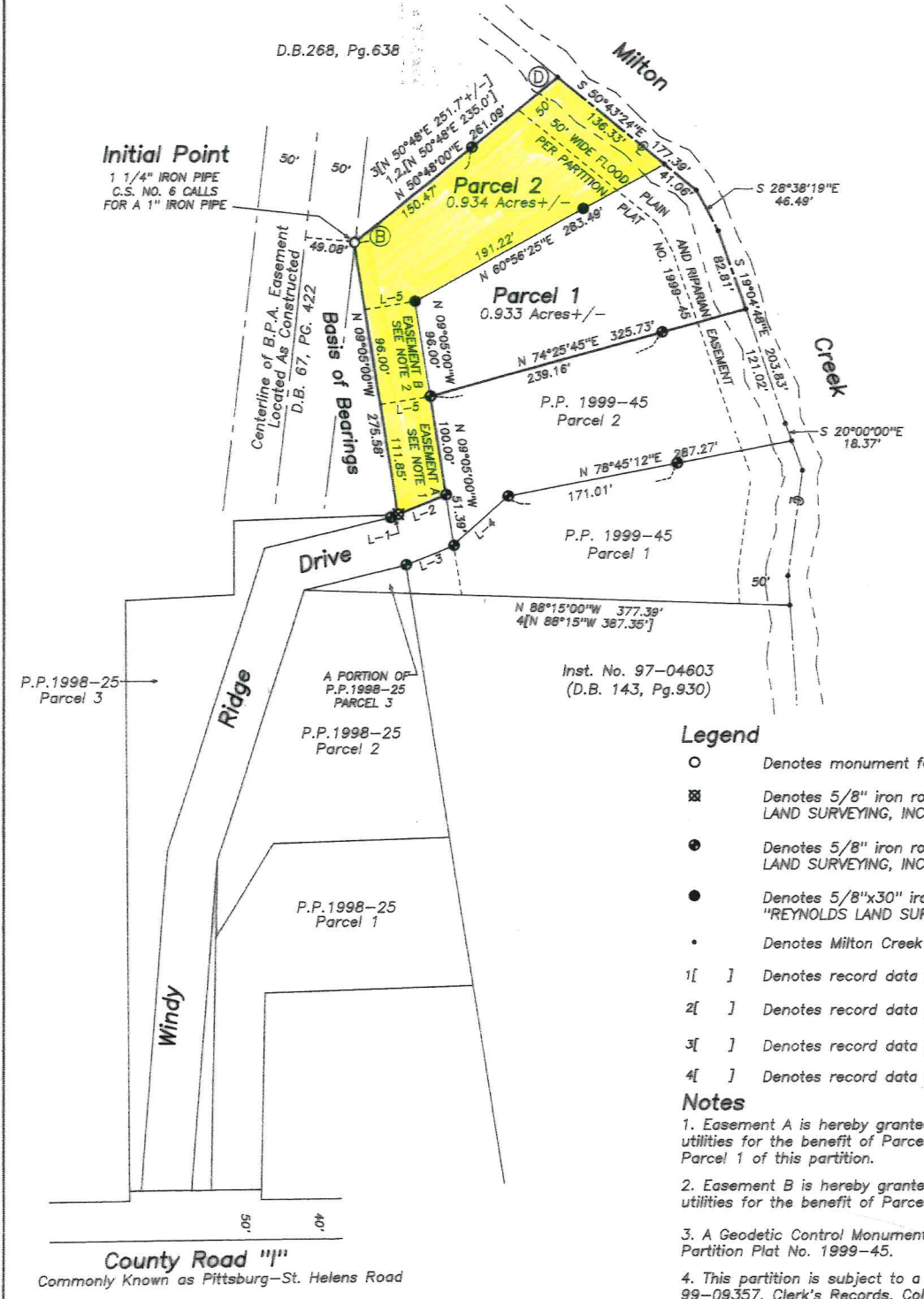
ATTEST:

Kathy Payne, City Recorder

A-743

Partition Plat No. 2002-13
 For David & Sharon Oliver
 Situated in Parcel 3, P.P. 1999-45
 And In The N. 1/2 of Section 5, T.4N.,R.1W.,W.M.
 And The S. 1/2 Of Section 32, T.5N.,R.1W.M.,W.M.
 Columbia County, Oregon June 19, 2002

ORDINANCE NO. 3251 - EXHIBIT "A"



Reynolds
 Land Surveying, Inc.
 32990 Stone Road
 Warren, Oregon 97053
 (503) 397-5516

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 JULY 26, 1985
 DAVID E. REYNOLDS
 2157

RENEWAL DATE: 12-31-2002

Line Table

COURSE	BEARING	DISTANCE
L-1	N 67°34'51"E	8.10'
L-2	N 67°34'51"E	51.39'
L-3	S 67°34'51"W	51.39'
L-4	N 47°36'29"E	73.07'
L-5	N 80°55'00"E	50.00'

- Legend
- Denotes monument found as noted.
 - ⊗ Denotes 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC" per Partition Plat No. 1998-25 found.
 - Denotes 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC" found per P.P. 1999-45.
 - Denotes 5/8"x30" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC" set.
 - Denotes Milton Creek centerline point.
 - 1[] Denotes record data per County Survey No. 6.
 - 2[] Denotes record data per Inst. No. 91-05291, Par. 4.
 - 3[] Denotes record data per D.B. 268, Pg. 638.
 - 4[] Denotes record data per Inst. No. 97-4603 (D.B. 143, Pg. 930).

- Notes
1. Easement A is hereby granted as an easement for ingress, egress and utilities for the benefit of Parcel 2 of P.P. 1999-45 and for the benefit of Parcel 1 of this partition.
 2. Easement B is hereby granted as an easement for ingress, egress and utilities for the benefit of Parcel 1 of this partition.
 3. A Geodetic Control Monument was previously tied to the boundary of Partition Plat No. 1999-45.
 4. This partition is subject to a Road Maintenance Agreement per Inst. No. 99-09357, Clerk's Records, Columbia County, Oregon.
 5. This partition is subject to a Road Maintenance Agreement per Inst. No. 02-08870, Clerk's Records, Columbia County, Oregon.
 6. This partition is subject to covenants, conditions and restrictions per Inst. No. 99-08732, Clerk's Records, Columbia County, Oregon.
 7. This partition is subject to a Waiver of Remonstrance per Inst. No. 99-16645.

Narrative

The purpose of this survey is to partition Parcel 3 of Partition Plat No. 1999-45. I recovered and held the monuments around the boundaries of said Parcel 3 per Partition Plat No. 1999-45. Basis of bearings is along the West line of Parcel 3 of Partition Plat No. 1999-45. I set partition corners as shown.

Surveyor's Certificate

I, David E. Reynolds, a Registered Professional Land Surveyor in the State of Oregon, do hereby certify that I have correctly surveyed and marked with proper monuments the land represented on the attached Partition Map with the boundaries being described as follows:

Parcel 3 of Partition Plat No. 1999-45 as per plat on file and of record in the Clerk's Office, Columbia County, Oregon. The Initial Point is a 1 1/4" iron pipe found at the Northwest corner of said Parcel 3, Partition Plat No. 1999-45.

Declaration

Know all people by these presents that we David V. Oliver and Sharon A. Oliver are the owners of the land represented on the annexed partition map and more particularly described in the accompanying Surveyor's Certificate and have caused the same to be partitioned into parcels as shown on the annexed map, in accordance with ORS Chapter 92 and do hereby grant the easements shown for the purposes shown thereon.

David V. Oliver
 Sharon A. Oliver

Acknowledgment

State of Oregon } S.S.
 County of Columbia }

Know all people by these presents, on this 16th day of Aug, 2002, before me, a Notary Public in and for said State and County, personally appeared David V. Oliver and Sharon A. Oliver who acknowledged to me that they are the identical person described in the foregoing declaration and that said declaration was executed freely and voluntarily by them.

Rosanne Bellisle
 Notary Public



Approvals

Approved this 14th day of August, 2002
 Columbia County Planning Department

Approved this 16th day of August, 2002
 Columbia County Surveyor

Taxes From July 1, 2002
 Through June 30, 2003
 Have Been Paid.
 Columbia County Director of Finance and Taxation

State of Oregon } S.S.
 County of Columbia }

I do hereby certify that the attached Partition Plat was received for recording on the 22nd day of August, 2002 at 9:03 o'clock A.M. Instrument No. 02-11003 and recorded as Partition Plat No. 2002-13.

Columbia County Clerk
 By: Yule Ann Farna, deputy



**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT AND CONCLUSIONS OF LAW
Annexation A.5.19**

APPLICANT: Tammy Cinnera
OWNERS: Same as applicant
ZONING: Columbia County’s Single-Family Residential (R-10)
LOCATION: North End of Windy Ridge Drive, 5N1W-32DC-2300
PROPOSAL: The property owner filed consent to annex because they desire to connect to City water.

SITE INFORMATION / BACKGROUND

The subject property is an undeveloped flag-shaped lot at 40,511 square feet or 0.93 acres. The lot was partitioned in 1999 via Partition Plat 1999-45 and again in 2002 via Partition Plat 2002-13. Partition Plat 1999-45 notes a 50 foot wide floodplain and riparian easement for Milton Creek in the rear of the property. The subject property is encumbered by two utility and access easements to Windy Ridge Drive benefitting the two properties south of the subject property.

Windy Ridge Drive is a developed local classified street without frontage improvements (sidewalks, curb, and landscape strip) on either side. The parcel is sloped heavily to the back of the parcel, where Milton Creek runs through. City water is available in Windy Ridge Drive to serve the property. The City’s sanitary sewer is not easily accessible. It is located approximately 265 feet away and crosses two private properties.

Abutting Zoning

North - County’s Single-Family Residential (R-10)
East - City’s Moderate Residential (R7)
South - City’s Suburban Residential (R10)
West - City’s Suburban Residential & County’s Single-Family Residential (R-10)

PUBLIC HEARING & NOTICE

Hearing dates are as follows: February 11, 2020 before the Planning Commission and February 19, 2020 before the City Council.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties on January 21, 2020 via first class mail. Notice was sent to agencies by mail or e-mail on the same date. Notice was published in the The Chronicle on January 29, 2020. Notice was sent to the Oregon Department of Land Conservation and Development on January 2, 2020 via e-mail.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

SHMC 17.08.040 (1) – Quasi-judicial amendment and standards criteria

- (a) A recommendation or a decision to approve, approve with conditions, or to deny an application for a quasi-judicial amendment shall be based on all of the following standards:
 - (i) The applicable comprehensive plan policies and map designation; and that the change will not adversely affect the health, safety, and welfare of the community; and
 - (ii) The applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197, until acknowledgment of the comprehensive plan and ordinances; and
 - (iii) The standards applicable of any provision of this code or other applicable implementing ordinance.
- (b) Consideration may also be given to:
 - (i) Any applicable evidence of change in the neighborhood or community or a mistake or inconsistency in the comprehensive plan or zoning map as it relates to the property which is the subject of the development application.

Discussion: (a)(i) The Comprehensive Plan designation for the subject property is Rural Suburban Unincorporated Residential (RSUR). Applicable designation and zoning district for annexation are discussed later.

There is no known conflict with the general Comprehensive Plan policies identified in Chapter 19.08 SHMC. Note that SHMC 19.08.030 discusses public services and facilities and includes utility provisions (e.g., water and sewer) as well as services such as police and library. In sum, all services are intertwined; the consent to annexation allows connection to City sewer to support existing and future development on the subject property, and, once annexed, all other City services/facilities. By this process, the proposal complies with this aspect of the Comprehensive Plan.

There is no known conflict with the specific Comprehensive Plan policies identified in Chapter 19.12 SHMC.

There is no known conflict with the addendums to the Comprehensive Plan which includes Economic Opportunities Analysis (Ord. No. 3101), Waterfront Prioritization Plan (Ord. No. 3148), the Transportation Systems Plan (Ord. No. 3150), the Corridor Master Plan (Ord. No. 3181), the Parks & Trails Master Plan (Ord. No. 3191), the Riverfront Connector Plan (Ord. No. 3241), and the Housing Needs Analysis (Ord. No. 3244).

Finally, there is no evidence that this proposal will be contrary to the health, safety and welfare of the community.

(a)(ii) The City’s Comprehensive Plan has been adopted by the State, thus, the applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197 do not need to be analyzed per this section.

(a)(iii) In addition, Section 3 of the City’s Charter states that “annexation, delayed or otherwise, to the City of St. Helens, may only be approved by a prior majority vote among the electorate.” However, during the 2016 Legislative Assembly, Senate Bill 1578 was passed. It states that a City shall annex the territory without submitting the proposal to the electors if certain criteria are met:

1. Property is within the UGB
2. Property will be subject to the City’s Comprehensive Plan
3. Property is contiguous to the City limits or is separated by only a public right of way or body of water
4. Property conforms to all other City requirements

As this proposal meets these criteria, this property will **not** be subject to a majority vote among the electorate.

Other provisions applicable to this proposal are discussed elsewhere herein.

(b) There is no evidence of a change in neighborhood, or mistake or inconstancy in the Comprehensive Plan or Zoning Map.

Finding: The quasi-judicial amendment and standards criteria are met.

SHMC 17.08.060 – Transportation planning rule compliance

- (1) Review of Applications for Effect on Transportation Facilities. A proposed comprehensive plan amendment, zone change or land use regulation change, whether initiated by the city or by a private interest, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with OAR 660-012-0060 (the Transportation Planning Rule (“TPR”)). “Significant” means the proposal would:
 - (a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);
 - (b) Change standards implementing a functional classification system; or
 - (c) As measured at the end of the planning period identified in the adopted transportation system plan:
 - (i) Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;
 - (ii) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP; or
 - (iii) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or comprehensive plan.
- (2) Amendments That Affect Transportation Facilities. Comprehensive plan amendments, zone changes or land use regulations that significantly affect a transportation facility shall ensure that allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the TSP. This shall be accomplished by one or a combination of the following:
 - (a) Adopting measures that demonstrate allowed land uses are consistent with the planned function, capacity, and performance standards of the transportation facility.
 - (b) Amending the TSP or comprehensive plan to provide transportation facilities, improvements or services adequate to support the proposed land uses consistent with the requirements of OAR 660-012-0060.
 - (c) Altering land use designations, densities, or design requirements to reduce demand for vehicle travel and meet travel needs through other modes of transportation.
 - (d) Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.
- (3) Traffic Impact Analysis. A traffic impact analysis shall be submitted with a plan amendment or zone change application, as applicable, pursuant to Chapter 17.156 SHMC.

Discussion: This section reflects State law regarding the Transportation Planning Rule (TPR): Transportation Planning Rule (TPR), OAR 660, Division 12. The TPR requires that where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures to assure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility. **Current zoning of the property is Columbia County’s Single-Family Residential (R-10) and the City’s zoning options given annexation are Moderate Residential (R7) or Suburban Residential (R10).**

Generally, when comparing potential land use impact on transportation facilities, the *reasonable worst case scenario* for the existing and proposed designation/zone are considered. The potential land uses are very similar for both the City and County. The City’s zoning is comparable to the County with regards to the possible intensity of uses allowed and potential vehicular trips generated. Thus, this proposal will not affect an existing or planned transportation facility.

Finding: No transportation facility will be significantly affected by this proposal. No traffic impact analysis is warranted.

SHMC 17.28.030 (1) – Annexation criteria

- (a) Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area; and
- (b) Comply with comprehensive plan amendment standards and zoning ordinance amendment standards and not be in conflict with applicable comprehensive plan policies and implementing ordinances; and
- (c) Complies with state laws; and
- (d) Abutting roads must meet city standards or property owner will be required to sign and record an irrevocable consent to local improvement district; and
- (e) Property exceeding 10 acres in gross size must show a need on the part of the city for such land if it is designated residential (e.g., less than five years’ supply of like designated lands in current city limits).

Discussion: (a)

Water - The site has access to connect to City Water. The City’s current water capacity is 6 million gallons/day and the peak flow, usually in the summer, is 3 to 4 million gallons/day. Additionally, the City has the capacity of approximately 10 million gallons to meet future demands. Any additional uses that occur on the subject property can be accommodated by the City’s municipal water system as infrastructure has substantial capacity available.

Sewer - The City’s sanitary sewer is located approximately 265 feet away and crosses two private properties. Due to the difficulty of connecting through this route, the applicant will likely apply through Columbia County Land Development Services to develop an onsite (septic) system. However, if the applicant desired to hook to City sanitary sewer, the City’s waste water treatment plant currently has the capacity (physically and as permitted by DEQ) to handle 50,000 pounds of Biochemical Oxygen Demand (BOD), which is the “loading” or potency of the wastewater received by the plant. The average daily BOD is well below this at only 1,500 pounds. Thus, any potential uses that occur on the subject property can be accommodated by the

City's sanitary sewer system as infrastructure is in place or can be upgraded and there is substantial capacity available.

Transportation - As described above, this proposal poses no significant impact on a transportation facility.

Finding: Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area.

(b) There are no existing uses on the vacant property. The proposed use is a detached single-family dwelling. This use would be a permitted use in the corresponding zoning districts.

Finding: There is no known conflict with the Comprehensive Plan and implementing ordinances.

(c) With regards to Oregon Revised Statutes (ORS), city annexations of territory must be undertaken consistent with ORS 222.111 to 222.183.

Pursuant to ORS 222.111(1), a City may only annex territory that is not within another City, and the territory must either be contiguous to the annexing City or be separated from the City only by a body of water or public right-of-way. The subject property is not within another City's jurisdiction and City of St. Helens corporate limits lies on the west side of the subject property. Although undertaking an annexation is authorized by state law, the manner in which a city proceeds with annexation is also dictated in the city charter. ORS 222.111(1) references a city's charter as well as other ORS. St. Helens' Charter requirements pertaining to annexations are noted above.

Per ORS 222.111(2) an annexation may be initiated by the owner of real property or the city council. This annexation request was initiated by the property owner. Further, ORS 222.125 requires that that all property owners of the subject property to be annexed and at least half of the electors residing on the property consent in writing to the annexation. These documents were submitted with the annexation application.

ORS 197.175(1) suggests that all annexations are subject to the statewide planning goals.

The statewide planning goals that could technically apply or relate to this proposal are Goals 1, 2, 11 and 12.

- ***Statewide Planning Goal 1: Citizen Involvement.***
Goal 1 requires the development of a citizen involvement program that is widespread, allows two-way communication, provides for citizen involvement through all planning phases, and is understandable, responsive, and funded.

Generally, Goal 1 is satisfied when a local government follows the public involvement procedures set out in the statutes and in its acknowledged comprehensive plan and land use regulations.

The City's Development Code is consistent with State law with regards to notification requirements. Pursuant to SHMC 17.20.080 at least one public hearing before the Planning Commission and City Council is required. Legal notice in a newspaper of general circulation is also required. The City has met these requirements and notified DLCD of the proposal.

- ***Statewide Planning Goal 2: Land Use Planning.***

This goal requires that a land use planning process and policy framework be established as a basis for all decisions and actions relating to the use of land. All local governments and state agencies involved in the land use action must coordinate with each other. City, county, state and federal agency and special districts plans and actions related to land use must be consistent with the comprehensive plans of cities and counties and regional plans adopted under Oregon Revised Statutes (ORS) Chapter 268.

Generally, Goal 2 requires that actions related to land use be consistent with acknowledged Comprehensive Plans and coordination with affected governments and agencies and be based on an adequate factual base. The City has an adopted Comprehensive Plan, compliance of this proposal which is addressed herein. Moreover, explanation and proof of coordination with affected agencies and factual base are described herein, as well, including inventory, needs, etc.

- ***Statewide Planning Goal 11: Public Facilities and Services.***

Goal 11 requires cities and counties to plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development. The goal requires that urban and rural development be "guided and supported by types and levels of urban and rural public facilities and services appropriate for, but limited to, the needs and requirements of the urban, urbanizable and rural areas to be served."

City water and sewer capacities are adequate to serve the subject property. This is explained above. The existing development is adequately served.

- ***Statewide Planning Goal 12: Transportation.***

Goal 12 requires cities, counties, metropolitan planning organizations, and ODOT to provide and encourage a "safe, convenient and economic transportation system." This is accomplished through development of Transportation System Plans based on inventories of local, regional and state transportation needs. Goal 12 is implemented through OAR 660, Division 12, also known as the Transportation Planning Rule ("TPR"). The TPR contains numerous requirements governing transportation planning and project development.

Traffic impacts and the City's provisions that address the TPR are explained above. This proposal will not significantly affect an existing or planned transportation facility.

(d) The subject property abuts Windy Ridge Drive. Windy Ridge Drive is a local-classified developed street without frontage improvements (sidewalks, curb, and landscape strip) on either side. City standards require such improvements.

However, this property is not the subject of a current development land use review, which provides the legal nexus and proportionality to require such improvements. As such, the only option is for the property owner to be required to sign and record an irrevocable consent to local improvement district, though, the applicant could improve the frontages if desired.

The existing right-of-way width of Windy Ridge Drive is sufficient for the local street right-of-way width standard of 50 feet.

(e) The subject property is not greater than 10 acres in gross size. Thus a needs analysis is not necessary.

Finding: The annexation approval criteria are met for this proposal.

SHMC 17.28.030 (2) – Annexation criteria

The plan designation and the zoning designation placed on the property shall be the city's zoning district which most closely implements the city's comprehensive plan map designation.

Discussion: The Comprehensive Plan designation is currently Rural Suburban Unincorporated Residential (RSUR). The City's zoning options given annexation are Moderate Residential (R7) or Suburban Residential (R10). The Comprehensive Plan designation would thus be Suburban Residential (Incorporated) (SR). The Council finds that R10 zoning is appropriate to be consistent with its neighboring lots.

Finding: Upon annexation, the subject property's Comprehensive Plan designation shall be General Residential (Incorporated) and be zoned Suburban Residential (R10).

SHMC 17.112.020 – Established & Developed Area Classification criteria

- (1) Established Area.
 - (a) An "established area" is an area where the land is not classified as buildable land under OAR 660-08-0005;
 - (b) An established area may include some small tracts of vacant land (tracts less than an acre in size) provided the tracts are surrounded by land which is not classified as buildable land; and
 - (c) An area shown on a zone map or overlay map as an established area.
- (2) Developing Area. A "developing area" is an area which is included in the city's buildable land inventory under the provisions of OAR except as provided by subsection (1)(b) of this section.

Discussion: OAR 660-008-0005 classifies *buildable land* as:

Residentially designated land within the urban growth boundary, including both vacant and developed land likely to be redeveloped, that is suitable, available and necessary for residential uses. Publicly owned land is generally not considered available for residential uses. Land is generally considered "suitable and available" unless it:

- (a) Is severely constrained by natural hazards as determined under Statewide Planning Goal 7;
- (b) Is subject to natural resource protection measures determined under Statewide Planning Goals 5, 6, 15, 16, 17 or 18;
- (c) Has slopes of 25 percent or greater;
- (d) Is within the 100-year flood plain; or
- (e) Cannot be provided with public facilities.

This property is subject to natural resource protection measures under Goal 5, due to the presence of Riparian Corridor R-MI-26a with a 50 foot upland protection zone and a portion of which is within the 100-year flood plain. Therefore, this property is not considered buildable land under OAR 660-008-0005.

Finding: The subject property should be designated as “established” in accordance with SHMC 17.112.

CONCLUSION & DECISION

Based upon the facts and findings herein, the City Council approves this annexation and that upon annexation, the subject property have a Comprehensive Plan designation of Suburban Residential (Incorporated) SR, be zoned Suburban Residential (R10), and designated as “established” given the following condition:

Windy Ridge Drive frontage abutting the subject property shall be brought into compliance with City street standards (or) property owner(s) shall sign and record an irrevocable consent to a local improvement district.

*This annexation will **not** be subject to voter approval subsequent to this land use process.*

Rick Scholl, Mayor

Date

City of St. Helens
ORDINANCE NO. 3252

AN ORDINANCE VACATING A PORTION OF
UMATILLA STREET RIGHT OF WAY

WHEREAS, a petition to vacate a portion of Umatilla Street right of way was filed with the City Recorder on or about May 30, 2019; and

WHEREAS, a Notice of Street Vacation was published August 7, 2019 and August 14, 2019 in *The Chronicle* describing the property to be vacated, the date the petition was filed, the date and location for objections, and the date of the hearing; and

WHEREAS, copies of the Notice of Street Vacation were posted near the property proposed to be vacated July 16, 2019; and

WHEREAS, a public hearing was held on August 21, 2019 and testimony was received for the record.

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

Section 1. The City Council hereby adopts the following findings based on the record:

- a. The Council received notice of the petition and set the public hearing date.
- b. The Notice of Street Vacation was duly published and posted in the manner required by law.
- c. The City Recorder has searched the City records and certified that there are no outstanding liens against the property to be vacated. They also certified that the real estate taxes on this property are also current.
- d. The majority of affected property owners support the street vacation request.
- e. The existing water meter for the subject property has been moved to an approved location within one year from August 21, 2019 as required by the Council.

Section 2. The portion of Umatilla Street right of way requested to be vacated, hereby vacated from and after the effective date of this ordinance, is unimproved right of way that is described as follows:

The south 15 feet of the Umatilla Street right-of-way abutting Lot 3, Block 102, of the St. Helens Subdivision, St. Helens, Columbia County, Oregon.

Section 3. The City reserves to itself and any operating public utility provider, and the underlying fee title owner hereby grants to City and any operating public utility provider, a perpetual Public Utility Easement over the easterly 50 feet of the right-of-way vacated (e.g. 15' x 50') pursuant to this Ordinance for installation, access, maintenance and repair of any existing or future public facility or public utility. No person shall place any structure within this Public Utility Easement without the written approval of City, which may be granted or denied in City's sole discretion. This Public Utility Easement includes the right to order the removal of any vegetation or structures in the Public Utility Easement and to remove or relocate any vegetation or structures at the option of City or the public utility as necessary and without

compensation or liability to the owner thereof.

Section 4. Any future fence along the new property line should include a gate at a minimum of 12 feet in width along the Umatilla Street right-of-way for maintenance access to the public utilities shall be provided.

Section 5. The City Recorder shall file a certified copy of this Ordinance with the County Clerk, the County Assessor, and the County Surveyor of Columbia County, Oregon.

Read the first time: April 1, 2020
Read the second time: April 15, 2020

APPROVED AND ADOPTED this 15th day of April, 2020 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
RESOLUTION NO. 1876

A RESOLUTION OF THE CITY OF ST. HELENS CITY COUNCIL AUTHORIZING
APPLICATION FOR GRANT TO THE OREGON PARKS AND RECREATION
DEPARTMENT

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the 2020 Local Government Grant Program; and

WHEREAS, the City of St. Helens desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements, and enhancements; and

WHEREAS, the need for construction of the St. Helens Riverfront boardwalk and trail was identified as a top priority through extensive public involvement with the community and the Parks & Trails Commission; and

WHEREAS, the need for construction of the St. Helens Riverfront boardwalk and trail was also identified as a top priority in the Parks & Trails Master Plan (July 2015), the St. Helens Waterfront Framework Plan (2016), the St. Helens Urban Renewal Plan & Report (2017), and the St. Helens Riverfront Connector Plan (2019); and

WHEREAS, the construction of the St. Helens Riverfront boardwalk and trail will improve and increase the number of recreational opportunities for the community, serving a variety of park system users; and

WHEREAS, the City of St. Helens has available local matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded; and

WHEREAS, the City of St. Helens will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded; and

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

Section 1. The City Council authorizes application to the Oregon Parks and Recreation Department for funding assistance related to the St. Helens Riverfront boardwalk and trail.

APPROVED AND ADOPTED by the City Council on April 1, 2020, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

RESOLUTION NO. 1877

A RESOLUTION OF THE CITY OF ST. HELENS CITY COUNCIL AUTHORIZING APPLICATION FOR GRANT TO THE OREGON PARKS AND RECREATION DEPARTMENT

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the 2019-2020 Land and Water Conservation Fund Grant; and

WHEREAS, the City of St. Helens desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements, and enhancements; and

WHEREAS, the need for construction of the St. Helens Riverfront boardwalk and trail was identified as a top priority through extensive public involvement with the community and the Parks & Trails Commission; and

WHEREAS, the need for construction of the St. Helens Riverfront boardwalk and trail was also identified as a top priority in the Parks & Trails Master Plan (July 2015), the St. Helens Waterfront Framework Plan (2016), the St. Helens Urban Renewal Plan & Report (2017), and the St. Helens Riverfront Connector Plan (2019); and

WHEREAS, the construction of the St. Helens Riverfront boardwalk and trail will improve and increase the number of recreational opportunities for the community, serving a variety of park system users; and

WHEREAS, the City of St. Helens has available local matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded; and

WHEREAS, the City of St. Helens will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded; and

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

Section 1. The City Council authorizes application to the Oregon Parks and Recreation Department for funding assistance related to the St. Helens Riverfront boardwalk and trail.

APPROVED AND ADOPTED by the City Council on April 1, 2020, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
RESOLUTION NO. 1879

A RESOLUTION AMENDING RESOLUTION NO. 1878, WHICH DECLARED A LOCAL STATE OF EMERGENCY IN THE CITY OF ST. HELENS AS A RESULT OF COVID-19 PANDEMIC

WHEREAS, on March 18, 2020, the City of St. Helens adopted Resolution No. 1878, Declaring a Local State of Emergency in the City of St. Helens as a Result of COVID-19 Pandemic; and

WHEREAS, Section 2 declared that the Emergency was effective from March 12, 2020 through April 9, 2020, but may be extended in two-week increments so long as COVID-19 continues to pose an ongoing, immediate, and substantial threat to life, safety, health, or property in the city of St. Helens; and

WHEREAS, the pandemic has been evolving rapidly and the City finds it necessary to amend Section 2 to extend the length of the Emergency until such time as leaders at the federal and state level loosen guidelines so that the Council is able to terminate the Emergency.

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

Section 1. Section 2 of Resolution No. 1878 is amended to read as follows:

This Declaration of Emergency is effective from **beginning** March 12, 2020 and shall remain in effect ~~through April 9, 2020, but may be extended in two-week increments~~ so long as COVID-19 continues to pose an ongoing, immediate, and substantial threat to life, safety, health, or property in the city of St. Helens **and until terminated by the City Council.**

APPROVED AND ADOPTED by the City Council on April 1, 2020, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, MMC, City Recorder

After Recording Return to:

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

CITY

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

APPLICANT/McFeron

Greg and Amanda McFeron
35262 Fir Street
St. Helens, OR 97051

FOURTH AMENDMENT TO

SEWER SERVICE AGREEMENT

Instrument No. 05418

Recorded May 31, 2000

FIRST AMENDMENT

Instrument No. 2005-006920

Recorded May 25, 2005

SECOND AMENDMENT

Instrument No. 2010-004817

Recorded June 11, 2010

THIRD AMENDMENT

Instrument No. 2015-003387

Recorded May 6, 2015

This Fourth Amendment to Sewer Service Agreement is entered into this **1st day of April, 2020** by and between The City of St. Helens, a municipal corporation of the State of Oregon, hereinafter referred to as "**City**" and Greg and Amanda McFeron, hereinafter referred to as "**McFeron**".

RECITALS

- A. McFeron owns property located at 35262 Fir Street, St. Helens, Oregon, located and being in Columbia County, Oregon, said property being more particularly described in Exhibit A, attached hereto and made a part hereof by this reference.
- B. City and McFeron entered into a Sewer Service Agreement dated May 5, 2000, to permit City sewer service to be extended to the McFeron property due to a failing septic system.

- C. The original Sewer Service Agreement was recorded on May 31, 2000, in the Official Deed records of Columbia County, Oregon, as Instrument No. 05418
- D. As part of the original Agreement, the authorization for sewer service would expire after five (5) years.
- E. The contemplated comprehensive sewer improvement to Firlock Park was not performed in the timeframe contemplated by the original agreement.
- F. The City and McFeron then agreed to amend the May 5, 2000, Agreement to reflect a time extension of five (5) years to facilitate the comprehensive sewer improvement for Firlock Park.
- G. The City and McFeron then agreed to amend the May 25, 2005, Amendment to reflect a time extension of five (5) years to facilitate the comprehensive sewer improvement for Firlock Park.
- H. The City and McFeron then agreed to amend the May 4, 2010, Amendment to reflect a time extension of five (5) years to facilitate the comprehensive improvement for Firlock Park.
- I. The City and McFeron then agreed to amend the April 15, 2015, Amendment to reflect a time extension of five (5) years to facilitate the comprehensive improvement for Firlock Park.
- H. Again, the improvements have not been made as of this date, March 18, 2020, and until this property has been annexed and public sanitary sewer is available, the McFeron's will need to continue using the STEP system.
- I. The twenty (20) year limitation for sewer service included in the April 15, 2015, Third Amendment to Sewer Service Agreement, numbered paragraph 2, set forth below, was extended to reflect an additional five (5) year extension of time to May 5, 2020 by the Third Amendment to Sewer Service Agreement:
 - 2. *The Applicant, upon compliance with all the terms and conditions of this Agreement, shall be permitted to connect to the City sewer line and receive City sewer service for a period of no more than twenty (20) years from the date of this Agreement.*
- J. The twenty (20) year limitation for placement of improvements and removal of improvements included in the April 15, 2015, Third Amendment to Sewer Service Agreement, numbered paragraph 10, set forth below in pertinent part, was extended to reflect an additional five (5) year extension of time to May 5, 2020 by the Third Amendment to Sewer Service Agreement:

10. *Applicant shall be solely responsible for the full cost of the removal of the service extension, including all lines and equipment, unless the City agrees to retain any portion of the improvement, in its sole discretion. Applicant shall remove the system upon demand by the City, but no later than twenty (20) years from the date of this Agreement, and shall connect to and pay their fair share of any comprehensive sewer improvement to the Firlock Park area or portion thereof..*

NOW, THEREFORE, in consideration for the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, City and McFeron agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein by this reference.
2. The limitation for sewer service as referenced above in paragraph I, is hereby extended to reflect an additional five (5) year extension of time to May 5, 2025.
3. The limitation for placement of improvements and removal of improvements as referenced above in paragraph J, is hereby extended to reflect an additional five (5) year extension of time to May 5, 2025.
4. City and McFeron agree to record this document in the Official Deed Records of Columbia County, Oregon.
5. All other terms of the original May 5, 2000, Sewer Service Agreement, as amended, remain in full force and effect.
6. **IN WITNESS WHEREOF**, the parties hereto have executed this instrument effective the day and year first hereinabove written.

CITY

City of St. Helens, Oregon.

By: _____

Its: _____

McFERON

Greg McFeron

Amanda McFeron

STATE OF OREGON)
) ss.
COUNTY OF COLUMBIA)

On this ____ day of _____, 2020, before me appeared _____, who, being duly sworn, acknowledged this instrument to be a voluntary act and deed of the **City of St. Helens**, executed by authority of its Mayor and City Council.

Notary Public
My commission expires: _____

STATE OF OREGON)
) ss.
COUNTY OF COLUMBIA)

On this ____ day of _____, 2020, before me appeared **Greg McFeron**, who, being duly sworn, acknowledged this instrument to be a voluntary act and deed.

Notary Public
My commission expires: _____

STATE OF OREGON)
) ss.
COUNTY OF COLUMBIA)

On this ____ day of _____, 2020, before me appeared **Amanda McFeron**, who, being duly sworn, acknowledged this instrument to be a voluntary act and deed.

Notary Public
My commission expires: _____

GRANTOR'S NAME AND ADDRESS:

**St. Helens Place Apartments, LLC
9550 SE Clackamas Road
Clackamas, OR 97015**

AFTER RECORING, RETURN TO GRANTEE

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

This space is reserved for recorder's use.

DEDICATION DEED

St. Helens Place Apartments, LLC, a Limited Liability Company in the State of Oregon and owner of certain real property situated in the City of St. Helens, Columbia County, Oregon, hereinafter "Grantor," does hereby forever dedicate to the public for public road and utility purposes the following described real property, for use of the public as a public way:

The property described in Exhibit A and depicted in Exhibit B, attached hereto and hereby incorporated by reference.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[Remainder of Page Intentionally Left Blank]

The true and actual consideration for this conveyance is \$0.00, stated in terms of dollars.

To have and to hold, the above-described and granted real property for the purposes hereinbefore set forth unto the public forever.

Grantor

Date

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____,
_____, by _____.

NOTARY PUBLIC FOR OREGON
My Commission Expires:_____

[Remainder of Page Intentionally Left Blank]

[Acceptance and Acknowledgement Page Follows]

The foregoing conveyance is hereby ACCEPTED:

By: _____
Rick Scholl, Mayor
City of St. Helens

Date

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____,
_____, by _____.

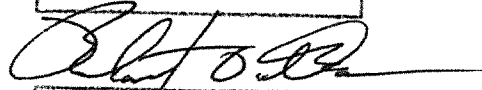
NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

[Remainder of Page Intentionally Left Blank]

Exhibit A

Commencing at a 5/8" Iron Rod at the most Westerly Southwest corner of Lot 5, Matzen Subdivision as recorded in Book 7, Page 104 Columbia County Book of Subdivision Plats, located in the Southeast Quarter of Section 5, Township 4 North, Range 1 West, of the Willamette Meridian, City of St. Helens, Columbia County, Oregon; thence along the West line of said lot the following two calls, North 02°31'42" East 1.18 feet to the True Point of Beginning; North 02°31'42" East 41.60 feet; thence South 00°31'46" West 7.65 feet; thence 2.52 feet along a 10.50 foot radius curve to the left (the chord of which bears South 06°20'08" East 2.51 feet); thence South 13°12'03" East 13.74 feet; thence 12.58 feet along a 16.50 foot radius curve to the right (the chord of which bears South 08°38'45" West 12.28 feet); thence South 30°29'32" West 4.94 feet; thence 1.83 feet along a 14.50 foot radius non-tangent curve to the left (the chord of which bears South 26°52'44" West 1.83 feet, bearing in South 59°30'28" East, bearing out North 66°44'05" West) to the point of beginning and containing 100 Square Feet more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JULY 13, 2004
ROBERT D. HAMMAN
64202LS

EXPIRES: 6/30/2021

EXHIBIT B

MATZEN STREET



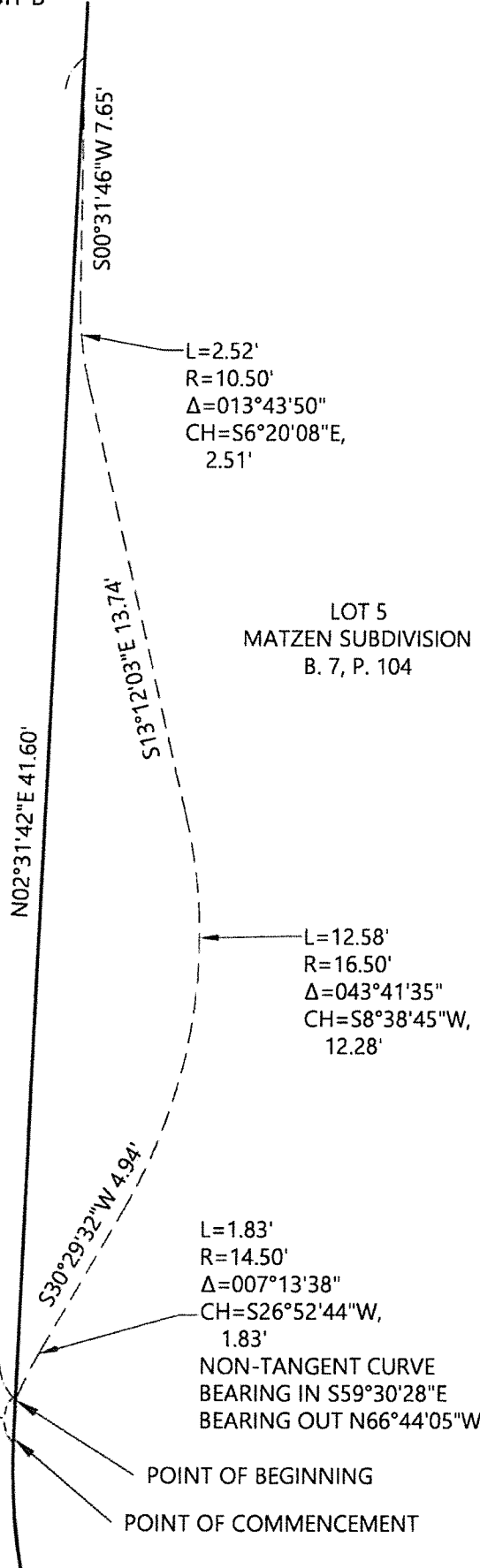
1" = 5'
03/17/2020
#6433

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 13, 2004
ROBERT D. HAMMAN
64202LS

EXPIRES: 6-30-2021

BY:
MULTI/TECH ENGINEERING SERVICES, INC.
1155 13TH ST. S.E. SALEM, OREGON 97302
503-363-9227



N02°31'42"E
1.18'



WESTERN DISPLAY FIREWORKS LTD

City of St. Helens
St. Helens 4th of July
July 4, 2020



Portland • Seattle • Boise



Fireworks Display Proposal Summary

City of St Helens

St Helens 4th of July

July 4, 2020

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 loading 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 enclosed 2020-2022 renewal Multi-Year Contract Addendum. These items include (6) spectacular 24-100 count multi-shot boxes.
- Provide all necessary mortars and firing equipment required to pre-load and fire the display

Portland • Seattle • Boise

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

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

Event Date: 7/4/2020
Proposal #: 20-6487
Show Name: St. Helens 4th of July

Quantity Description

- 1 SHOW OPENER
- 1 3" (25 Shot) FANNED Color Magic Peony
- 5 4" Variegated Chrysanthemum
- 3 5" Variegated Chrysanthemum
- 1 6" Variegated Chrysanthemum
- 1 MAIN SHOW
- 1 FOUR INCH SHELLS
- 1 4" (36) Crown Assorted Shells-A w/Tail (18 Effects 2 ea)
 - 4" Blue Chrys w/ Red Tail (2 ea)
 - 4" Blue to White Strobe Peony w/ Silver Tail (2 ea)
 - 4" Brocade Crown w/Strobe Pistil w/ Silver Tail (2 ea)
 - 4" Crackling Willow w/ Green Tail (2 ea)
 - 4" Diadem Chrys. to Strobing w/ Green Tail (2 ea)
 - 4" Glittering Color w/ Blue Tail (2 ea)
 - 4" Glittering White w/ Red Pistil w/ Silver Tail (2 ea)
 - 4" Golden Peony w/ Crackling Pistil w/ Red Tail (2 ea)
 - 4" Golden Wave to Green w/ Silver Tail (2 ea)
 - 4" Green Chrys. w/ Crackling Core w/ Blue Tail (2ea)
 - 4" Green Peony w/ Coconut Tree Pistil w/ Red Tail (2ea)
 - 4" Purple Chrys. w/ Red Flower Core w/ Blue Tail (2 ea)
 - 4" Purple to Golden Peony w/ Red Tail (2 ea)
 - 4" Red Chrys. w/ Golden Palm Tree Core w/ Blue Tail (2 ea)
 - 4" Silver Wave to Blue w/ Blue Tail (2 ea)
 - 4" Variegated Willow w/ Green Strobe w/ Green Tail (2 ea)
 - 4" White Twinkling Chrys w/ Blue Tail (2 ea)
 - 4" Yellow Peony w/ Purple Pistil w/ Red Tail (2 ea)
- 1 4" (36) Crown Assorted Shells-B w/Tail (18 Effects 2 ea)
 - 4" Blue Peony w/ Red Pistil w/ Red Tail (2 ea)
 - 4" Color Diadem w/ Blue Tail (2 ea)
 - 4" Dahlia Yellow w/ Green Tail (2 ea)
 - 4" Diadem Chrys. w/ Coconut Tree Core w/ Green Tail (2 ea)
 - 4" Dragon Eggs w/ Green Tail (2 ea)
 - 4" Glittering Silver to Crackling w/ Silver Tail (2 ea)
 - 4" Golden to Crackling Crossette w/ Silver Tail (2 ea)
 - 4" Green Chrys w/ Red Tail (2ea)
 - 4" Half Red & Blue w/ Silver Pistil w/ Red Tail (2 ea)
 - 4" Purple Peony w/ Silver Pistil w/ Red Tail (2 ea)
 - 4" Purple to Golden Crossette w/ Silver Tail (2 ea) 4"
 - 4" Red Swimming Star w/ Green Tail (2 ea)
 - 4" Silver Wave to Green w/ Silver Tail (2 ea)
 - 4" Silver Wave to Purple w/ Silver Tail (2 ea)
 - 4" White Flashing w/ Blue Tail (2 ea)
 - 4" Yellow & Blue Glittering w/ Blue Tail (2 ea)
 - 4" Yellow Swimming Star w/ Green Tail (2 ea)
 - 4" Yellow to Crackling w/ Green Tail (2 ea)

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 20-6487

Quantity Description

-
- 3 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)

 - 1 FIVE INCH SHELLS
 - 1 5" (16) Crown Assorted Shells-A w/Tail (18 Effects 1 ea)
 - 5" Blue Chrys. w/ Thousand Flowers w/ Red Tail
 - 5" Blue Chrys. w/ Yellow Pistil w/ Green Tail
 - 5" Dragon Eggs w/ Coconut Tree Pistil w/ Blue Tail
 - 5" Glittering Silver to Red w/ Crackling Pistil w/ Green Tail
 - 5" Golden to Silver Chrys. w/ Blue Pistil w/ Silver Tail
 - 5" Golden Wave to Purple w/ Silver Ring Pistil w/ Red Tail
 - 5" Green Chrys. w/ Silver Crossette Core w/ Silver Tail
 - 5" Green Peony w/ Coconut Tree Pistil w/ Blue Tail
 - 5" Green to White Flashing Chrys w/ Silver Tail
 - 5" Half Purple & Half White Peony w/ Blue Tail
 - 5" Purple Chrys. w/ Red Pistil w/ Green Tail
 - 5" Purple to White Flashing Chrys w/ Blue Tail
 - 5" Red to Blue & Crackling Stars w/ Red Tail
 - 5" Red to Red Strobe Peony w/ Red Tail
 - 5" Red Wave to Small Color Flower w/ Blue Tail
 - 5" Silver Chrys. w/ Red Pistil w/ Green Tail
 - 5" Silver Glittering to Red to Blue Peony w/ Silver Tail
 - 5" Silver Wave to Blue to Red w/ Blue

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 20-6487

Quantity Description

-
- 1 5" Factory Assortment B RT(18 Effects)
 - 5" Blue Crown (1 each)
 - 5" Brocade Crown w/ Strobe Pistil (1 each)
 - 5" Brocade Purple (1 each)
 - 5" Brocade Purple to Silver (1 each)
 - 5" Brocade Red (1 each)
 - 5" Crackling Crown (1 each)
 - 5" Crackling spider (1 each)
 - 5" Dahlia Silver to Green (1 each)
 - 5" Dahlia Silver to Yellow (1 each)
 - 5" Diadem Chrysanthemum to Strobing (1 each)
 - 5" Diadem Chrysanthemum w/ Strobing Pistil (1 each)
 - 5" Diadem Chrysanthemum w/ Thousand Flowers (1 each)
 - 5" Golden Willow (1 each)
 - 5" Golden Willow w/ Green Strobe Pistil (1 each)
 - 5" Silver Spider w/ Red Ring (1 each)
 - 5" Time Rain to Willow (1 each)
 - 5" Willow w/ Red Leaves (1 each)
 - 5" Yellow Crown (1 each)
 - 1 SIX INCH SHELLS
 - 1 6" (9) Crown Assorted Shells-A w/Tail (Color Changing) (9 Effects 1 ea)
 - 6" Glittering Silver to Blue Chrys w/ Red Tail
 - 6" Golden Wave to Green to Yellow w/ Blue Tail
 - 6" Golden Wave to Purple w/ Silver Ring Pistil w/ Silver Tail
 - 6" Green Peony w/ Coconut Tree Pistil w/ Blue Tail
 - 6" Half Red & Silver. Chrys. w/ Half Silver & Red Pistil w/ Green
 - 6" Red Diadem to Green w/ Purple Pistil w/ Red Tail
 - 6" Red to White to Blue to Silver Peony w/ Silver Pistil w/ Silver Tail
 - 6" Silver to Blue Chrys. w/ Red Pistil w/ Green Tail
 - 6" Silver Wave to Red to Blue w/ Blue Tail
 - 2 6" Factory Assortment B RT (Strobe)(9 Effects)
 - 6" Blue to White Strobe (1 each)
 - 6" Golden Strobe Coconut Tree (1 each)
 - 6" Purple to Green to White Flashing (1 each)
 - 6" Purple to White Flashing Chrysanthemum (1 each)
 - 6" Red to White Flashing Chrysanthemum (1 each)
 - 6" Silver Strobe (1 each)
 - 6" White Flashing w/ Crackling Pistil (1 each)
 - 6" White to Blue to Golden Flashing (1 each)
 - 6" Yellow to White Flashing Chrysanthemum (1 each)
 - 1 MID SHOW VOLLEY

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 20-6487

Quantity Description

-
- 1 3" (25 Shot) Green Strobe Flitter / Blue to Popping Flower / Titanium Salute w/Crackling Tail
 - 1 3" (25 Shot) Purple Chrys w/Glitter Palm Core
 - 1 3" (25 Shot) Assorted Chrysanthemum w/Tail
 - 1 GRAND FINALE 1
 - 2 2.5" (30 Shot) Fanned Red Shiny Peony / Blue Shiny Peony / Titanium Salute
 - 1 GRAND FINALE 2
 - 15 4" 3 Color Change Chrysanthemum-Silver to Blue to Red Chrysanthemum
 - 3 5" 3 Color Change Chrysanthemum-Silver to Blue to Red Chrysanthemum
 - 3 6" 3 Color Change Chrysanthemum-Silver to Blue to Red Chrysanthemum
 - 10 3" Red Tail Thunder + White Strobe
 - 1 MISC SUPPLIES
 - 10 20 Minute Fusee w/ Handle
 - 6 Safety Glasses
 - 6 Earplugs
 - 2 1" x 60yd Masking Tape - Roll
 - 30 Match Fuse for Packing - By the Foot
 - 2 Rubber Bands (Bag of 350)
 - 2 Foil - Small

DISPLAY AGREEMENT AND PURCHASE ORDER

THIS AGREEMENT ("Agreement") is entered into on this _____ day of _____, 2020 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, 2020 shot from the south end of Sand Island, St Helens, OR 97051, as detailed in Proposal #20-6487, 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 1, 2020; the remaining balance of the price, \$9,000.00, is due in full on or before July 14, 2020. 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 (Exhibit A – Display Site Map).
- 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 April 1, 2020.

Sponsor

Western Display Fireworks, Ltd.

 By: _____
 Its: _____
 Date: _____

 By: Heather J. Gobet
 Its: President
 Date: _____

Multi-Year Contract Addendum

THIS AGREEMENT is made between WESTERN DISPLAY FIREWORKS, LTD here and after referred to as WESTERN and CITY OF ST HELENS here and after referred to as the SPONSOR.

The execution of this contract demonstrates the Sponsor's commitment to purchase fireworks from Western in the years 2020 through 2022, and qualifies the Sponsor for complimentary product. An annual contract and proposal will be issued by Western for each display to reflect Sponsor's actual budget and total product costs for said Display.

Based on your 2020 budget of \$12,000.00 you will receive no less than Six (6) 24-100 count spectacular multi-shot boxes at no additional cost.

In the event your budget increases or decreases in 2021 or 2022, the value for the complimentary items will adjust accordingly. The exact amount of product offered will depend upon the value of your show and product costs each year.

In the event that Sponsor elects to terminate this Agreement or to purchase a fireworks display provided by an entity other than Western during the years covered by this Agreement, Sponsor agrees to pay Western an amount equal to the complimentary product provided to the Sponsor during the term of this Agreement. Said payment shall be due within thirty (30) days of receipt of an invoice from Western.

Sponsor agrees to negotiate in good faith with Western regarding all fireworks presentations in the years 2021 through 2022. In addition, Sponsor grants Western a First Right of Refusal for the Sponsor presented firework display events in the years 2021 through 2022.

THIS AGREEMENT shall bind the parties hereto and also their respective successors in interest, personal representatives and assigns. The person signing below certifies that they are duly authorized to enter into this agreement on behalf of SPONSOR.

Sponsor Representative (print)

Western Display Fireworks, Ltd.
Heather Gobet, President

Sponsor Representative Signature

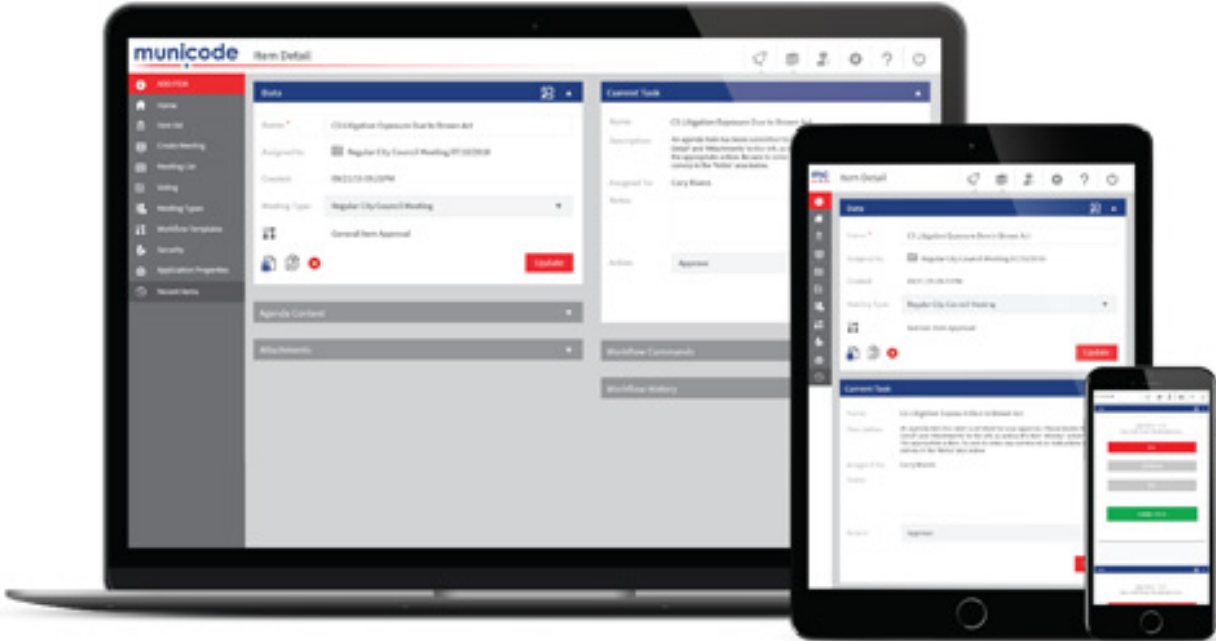
Date

For _____
(Organization)

Date _____

MEETING & AGENDA MANAGEMENT

Quote: St. Helens Oregon



municode



CONNECTING YOU & YOUR COMMUNITY



Bob Geiger

PO Box 2235 Tallahassee, FL 32316
850-692-7132 bgeiger@municode.com

INTRODUCTION LETTER

04.26.19

Dear Selection Team:

Thank you for the opportunity to present St. Helens with our quote for online meeting and agenda management services. Our Municode MEETINGS solution will streamline your process to create, approve and post meeting agendas and minutes.

Municode has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties and other local government agencies for over sixty-five years continually striving to make your job easier. When it comes to the meeting management process, our solution is simple and straight-forward, yet robust enough to satisfy the needs of our largest municipalities.

We are also working on an exciting product roadmap to seamlessly integrate Municode MEETINGS with our suite of online municipal solutions. The first of these integrations that is now complete is between our Municode MEETINGS solution and Municode WEB. Meetings created in Municode MEETINGS auto-post to your Municode WEB website calendar. This integration also includes unified search – your meeting agendas and minutes are searchable directly from the website.

We are also building a powerful integration that will enable you to mark ordinance agenda items as ‘approved’ within Municode MEETINGS and have them auto-scheduled for supplementation and publishing to your Municode NEXT Online Code of Ordinances.

These are just a few of the innovative integrations and features on our product roadmap.

We are thrilled at the opportunity to partner with St. Helens on such an important initiative.

Sincerely,



Brian Gilday

President, Municode WEB

MEETING MANAGEMENT FEATURES

Base Features

- ★ Unlimited Meetings
- ★ Unlimited Meeting Agenda Templates
- ★ Unlimited Users
- ★ Create Meetings
- ★ Submit/Add Agenda Items
- ★ Attach agenda item files
- ★ Create Agendas
- ★ Create Agenda Packets
- ★ Approve Items with Approval Workflow
- ★ Create Meeting Minutes
- ★ Automatically Publishing to the Web – Agenda, Agenda Packet, Minutes
- ★ Self-service video time stamping – you can add timestamps of your meeting agenda items to your YouTube meeting videos
- ★ Voting/Roll Call
- ★ Integration with Municode Web website (meetings/calendar/search integration)
- ★ 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- ★ Email support with one-hour response time during working hours
- ★ Emergency 24x7 support
- ★ Up to 3 hours of webinar refresher training per year

SERVICE AND SUPPORT

🏆 Guaranteed Uptime

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

📞 24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

🔒 Security upgrades:

We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

❤️ Site Monitoring and Site Recovery:

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

FEES

Annual Subscription

\$4,800 per year

One-time Project Setup

no charge

- Configure Boards/Committees/Commissions
- Configure Meeting Agenda Templates
- Setup Users, Roles, and Permissions
- Conduct initial training – web teleconference

Additional Options

- “Hands free” YouTube Video time stamping (up to 36 meetings) \$1,800 per year

PAYMENT SCHEDULE

Year 1

- | | |
|----------------------------------------------------------------------|----------------|
| • Sign contract | \$0 |
| • Configure system – ready for training (annual subscription begins) | <u>\$4,800</u> |
| Total | \$4,800 |

Notes

- No long-term commitments required. We will earn your trust. You may cancel service at any time.
- Guaranteed pricing. Hosting and Support fees will not increase for first three years.
- Annual hosting and support fees starting year four will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers*.
- Payment schedule will be adjusted accordingly based on selected optional features.

SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered between St. Helens Oregon ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

1. Term of AGREEMENT. This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.

2. Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.

3. Scope of Services. CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

4. Integration. This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

5. Warranty. CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

6. Liability. CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

7. Termination. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. Independent Contractor. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. Confidentiality. (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) **Obligation of Confidentiality.** During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

11. Cooperative Purchasing. CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

Submitted by:

Municipal Code Corporation

By: *Brian Gilday*

Title: Brian Gilday - President, Website Division

Accepted by:

By: _____

Title: _____

Date: _____

PROFESSIONAL SERVICES AGREEMENT
00-2019-089 St. Helens, OR BUILD Grant Assistance

PREAMBLE

This Agreement, effective as of **March 27, 2019**, is by and between **Alta Planning + Design, Inc.**, hereinafter called "**CONSULTANT**", and **City of St. Helens**, hereinafter called "**CLIENT**".

The CLIENT has need for the services of a professional firm with the particular training, ability, knowledge, and experience possessed by the CONSULTANT; therefore, subject to the terms and conditions set forth below, the parties hereto mutually covenant and agree as follows:

1. SCOPE OF AGREEMENT

The CONSULTANT shall perform its duties and obligations under this Agreement ("**Services**") as outlined in the Agreement documents, consisting of the terms and conditions set forth herein, the attached Exhibits, and any Work Order(s) and/or amendments referencing this Agreement as may be executed by written agreement of the parties. In the event of any conflict between the Agreement documents, the relevant Work Order(s) and Exhibits attached thereto shall supersede. If CLIENT is bound to a Prime Agreement with a project OWNER in connection with any Services authorized hereunder, CONSULTANT shall be bound to the applicable portions thereof that prescribe CONSULTANT's obligations to CLIENT and OWNER.

This Agreement represents the entire understanding between the parties and shall supersede any prior representation or Agreement, written or oral. The parties hereby acknowledge and represent that they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

2. PAYMENT

Amount of Payment: CONSULTANT shall be compensated for all goods, materials, expenses, and services as set forth in all attached Work Order(s) and Exhibits. Any hourly rates listed are applicable to the current calendar year and may be updated annually.

Invoicing and Manner of Payment: The invoices shall describe the Services performed, as detailed in any attached Work Order(s) and/or Exhibits. CONSULTANT shall send invoices to CLIENT's Technical Representative, as identified in any relevant Work Order or Exhibit. CLIENT shall render payment upon any acceptable invoice within 15 days following receipt from CONSULTANT.

3. STANDARD OF CARE

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locale. Consultant shall not be held responsible for any defects or delays caused by events outside of Consultant's reasonable control. CLIENT acknowledges CONSULTANT has no obligation to commence work for the project(s) under this Agreement until this Agreement and any relevant Work Order(s) are fully executed and effective. CONSULTANT's completion shall not extinguish or prejudice CLIENT's right to enforce this Agreement with respect to any default or defect in CONSULTANT performance.

4. TERMINATION

A. Parties' Right to Terminate for Convenience: This Agreement may be terminated at any time by mutual written consent of the parties.

Agreed to and initialed by:

CONSULTANT:



CLIENT:



Page 1 of 3

- B. CLIENT's Right to Terminate for Convenience:** CLIENT may terminate this Agreement for any reason after 10 days' prior written notice to CONSULTANT.
- C. CONSULTANT's Right to Terminate for Cause:** CONSULTANT may terminate this Agreement after 10 days' prior written notice to CLIENT if CLIENT breaches this Agreement or fails to pay CONSULTANT pursuant to the terms of this Agreement and CLIENT fails to cure within 10 business days after receipt of CONSULTANT's notice, or such longer period of cure as CONSULTANT may specify in such notice.
- D. Remedies:** In the event of termination, CONSULTANT shall be entitled to full payment from CLIENT for Work completed through the date of termination. CLIENT shall have any remedy available to it in law or equity.

CONSULTANT's Tender Upon Termination: Upon receiving or issuing a notice of termination of this Agreement, CONSULTANT shall immediately cease all activities under this Agreement, unless otherwise agreed by the parties.

5. INSURANCE

The CONSULTANT shall obtain prior to the commencement of the Agreement, and shall maintain in full force and effect for the term of this Agreement, at the CONSULTANT 's expense, a commercial general liability policy and automobile liability insurance policy for the protection of the CONSULTANT, its officers, agents, and employees and the CLIENT. If the insurance policy is issued on a "claims made" basis, then the CONSULTANT shall continue to obtain and maintain coverage for not less than three years following the completion of the Agreement. The policy shall be issued by a company authorized to do business in the project area, protecting the CONSULTANT against liability for personal and bodily injury, contractual liability, death and property damage, and any other applicable losses or damages with limits not less than

- (a) \$1,000,000 per occurrence and \$2,000,000 in the aggregate for commercial general liability insurance policies, and
- (b) \$1,000,000 per occurrence, combined single-limit or \$1,000,000 bodily injury and \$1,000,000 property damage for automobile liability insurance policies.

The insurance company shall provide the CLIENT with a certificate of insurance and an endorsement thereto naming the CLIENT as an additional primary insured. The certificate of insurance shall ensure if any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.


6. PROFESSIONAL LIABILITY INSURANCE


The CONSULTANT shall provide the CLIENT evidence of professional liability coverage in an amount not less than \$1,000,000 per claim. The CONSULTANT shall keep in force the professional liability policy for at least one year after the expiration of the Agreement with the CLIENT.

7. INDEMNIFICATION

CLIENT and CONSULTANT each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of CLIENT and CONSULTANT, they shall be borne by each party in proportion to its negligence.

Agreed to and initialed by:

CONSULTANT: 

CLIENT: 

City of St. Helens – St. Helens, OR BUILD Grant Assistance
Alta Planning + Design, Inc.

8. PUBLICATION RIGHTS/RIGHTS IN DATA

The final reports or products and all material contained in the reports (graphics, photos, etc.) shall remain the property of the CONSULTANT. Delivery of materials produced as a direct result of the specific Services performed under this Agreement shall constitute for CLIENT a perpetual, royalty-free license to use said materials for the purpose for which they were intended. Any unauthorized transfer, reproduction or re-use of products delivered by CONSULTANT in connection with Services performed under this Agreement shall be at CLIENT's sole risk. The CONSULTANT accepts no responsibility for the use of the product beyond the intended purpose of this Agreement.

All original written material and other documentation, including background data, documentation, and staff work that is preliminary to final reports, originated and prepared for the project pursuant to this Agreement, shall become exclusively the property of the CONSULTANT.

The ideas, concepts, know-how or techniques relating to data processing developed during the course of this Agreement by the CONSULTANT or CLIENT personnel, or jointly by the CONSULTANT and CLIENT personnel, can be used by either party in any way it may deem appropriate at their sole risk.

Material already in the CONSULTANT's possession, independently developed by the CONSULTANT outside the scope of this Agreement or rightfully obtained by the CONSULTANT from third parties, shall belong to the CONSULTANT.

9. CHANGES

This Agreement may be amended only by written instrument signed by both the CONSULTANT and the CLIENT.

10. LEGAL VENUE

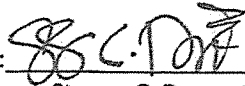
The terms of this Agreement shall be interpreted and governed according to the laws of the state in which the majority of the project work is performed.

11. DISPUTES

Prior to filing any claims related to this Agreement in the court of law, the parties shall endeavor in good faith to resolve disputes arising in connection to this agreement by a panel consisting of authorized representatives with the authority to execute agreements between the parties.

Alta Planning + Design, Inc.

City of St. Helens

By: 
Name: Steven C. Durrant

By: 
Name: John Walsh

Title: Vice President, as duly authorized

Title: City Administrator, as duly authorized


Date: 3.27.2019

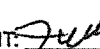
Date: 4.8.19

Business Address:
711 SE Grand Avenue
Portland, OR 97214
503-230-9862 phone
Employer ID #: 68-0465555

Address:
265 Strand Street
St. Helens, OR 97051
503-366-8207 phone

Agreed to and initialed by:

CONSULTANT: 

CLIENT: 

WORK ORDER NO. 2

In accordance with the Professional Services Agreement between **Alta Planning + Design, Inc.** ("CONSULTANT"), and **City of St. Helens** ("CLIENT"), dated **March 27, 2019**, this Work Order describes the scope, schedule, and payment terms for CONSULTANT's Services on the Project known as:

00-2019-089 St. Helens, OR BUILD Grant Assistance

CONSULTANT Technical Representative: Jill Roszel
Address: Alta Planning + Design, Inc.
711 SE Grand Avenue
Portland, Oregon 97214
Telephone No.: 503-230-9862
Email: jillroszel@altaplanning.com

CLIENT Technical Representative: Jennifer Dimsho
Address: City of St. Helens
265 Strand Street
St. Helens, Oregon 97051
Telephone No.: 503-366-8207
Email: jdimsho@ci.st-helens.or.us

SERVICES. The Services shall be described in the Exhibit(s) to this Work Order.

SCHEDULE. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT & INVOICES. For satisfactory completion of the Services described herein, CONSULTANT shall invoice CLIENT for a total amount not to exceed \$ 10,000, in accordance with the Schedule of Fees and Charges attached to this Work Order. The hourly rates listed (if any) are for the current calendar year and may be updated annually. The staff, labor categories and hours listed are subject to change as needed during the course of the performance of Services.

Services performed under this Work Order will be billed on a **Lump Sum** basis. Invoices will be submitted monthly showing progress toward milestones or current percent complete for each task.


TERMS AND CONDITIONS. The terms and conditions of the Professional Services Agreement referenced above shall apply to this Work Order, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Order is acknowledged by the following signatures of duly authorized representatives of the parties.

Alta Planning + Design, Inc.

 3/17/2020
Signature Date

City of St. Helens

 3-17-20
Signature Date

Steve Durrant, Vice President, as duly authorized

John Walsh, City Administrator, as duly authorized

**Exhibit A
Services**

Task 1: Project Initiation and Work Planning. Review grant parameters, client goals, previous studies, client direction regarding construction pricing.

Deliverable: Project memorandum, meeting agenda, project initiation meeting (conference call), meeting notes with action items.

Task 2: Refine Plan. Redline plan with proposed scope of construction to develop an appropriate phase for current funding.

Deliverable: Redline existing BUILD project site plan and cost opinion with rough quantities outlined. Preparation, agenda, conference call, notes, action items.

Task 3: Final Plan. Prepare site plan and cost opinion for current phase.

Deliverable: From existing BUILD plan, prepare Illustrator-generated pdf and jpeg images of the plan view. Excel spreadsheet with quantities, unit costs and pricing rationale. One round of revisions. Illustrator file for further development by others.

Assumptions: Meetings will be by conference call and/or video link. Client will prepare narrative, assemble and complete application forms and compile and submit final grant application. Client will prepare consolidated, non-contradictory comments for one round of graphic and cost opinion revision.

**Exhibit B
Estimated Schedule**

Proceed upon written Notice to Proceed.

- Task 1 complete NTP +5 working days
- Task 2 complete NTP +15 working days
- Task 3 complete NTP +15 working days, not to exceed March 31, 2020

Project schedules assume timely client comment and acquisition of necessary information from third parties.

**Exhibit C
Schedule of Fees and Charges**

Task	Fee
Task 1 Project Initiation and Work Planning	\$1,400
Task 2 Refine Plan	\$4,000
Task 3 Final Plan	\$4,600
Total	\$10,000

PERSONAL SERVICES AGREEMENT

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

RECITALS

A. The City is in need of consulting services to prepare the City’s 2020 BUILD Grant application to the United States Department of Transportation (USDOT), and Contractor is qualified and prepared to provide such services.

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

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to the preparation of the City’s 2020 BUILD Grant application to USDOT, and Contractor accepts such engagement. The principal contact for Contractor shall be Wayne Kittelson, PE, phone (503) 535-7404.

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

3. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on May 31, 2020. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

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

5. Payment.

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

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

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

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

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

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

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

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

CONTRACTOR: Kittelson & Associates, Inc.
Attn: Wayne Kittelson
851 SW 6th Avenue STE 600
Portland, OR 97204

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

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

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

10. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

17. Compliance with Law.

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

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

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

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

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

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

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

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

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

22. Default.

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

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

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

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

24. Inspection and Audit by the City.

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

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

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

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

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

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

CITY:

CITY OF ST. HELENS

Council Meeting Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:

Kittelson & Associates, Inc.

Signature:  _____

Print: Wayne K. Kittelson

Title: Principal

Date: March 25, 2020

APPROVED AS TO FORM:

By: _____

City Attorney

ATTACHMENT A
Scope of Work

ST. HELENS BUILD GRANT APPLICATION SCOPE OF WORK

PROJECT OBJECTIVE

The St. Helens 2019 application for a “Better Utilizing Investments to Leverage Development” (BUILD) Grant received a “Highly Recommended” ranking from the United States Department of Transportation (USDOT) but was not chosen as one of the funded projects for the year. USDOT representatives have offered suggestions on how the application can be strengthened, and St. Helens now seeks to collaborate with Kittelson to refine and update the 2019 application so that a new BUILD Grant application can be submitted on or before the USDOT deadline in mid-May 2020.

Timeline:

- *Submit to USDOT Date May 18, 2020*
- *KAI to submit final draft to St. Helens May 8, 2020*
- *KAI to submit draft to St. Helens May 1, 2020*

SCOPE OF WORK AND PROJECT DELIVERABLES

Task 1: Project Management and Coordination

- *Kick-Off Meeting.* Facilitate a meeting with a duration of up to two hours on the SharePoint platform with staff from St. Helens and other participating agencies. The primary purpose of the meeting will be to confirm the scope of work (including changes, if any, to the theme and format of the application, areas of additional needed quantification and/or specificity, the anticipated schedule, and the corridors, technologies and equipment to be incorporated) as well as communication protocols and a schedule of milestones for the application preparation process. The contractor will also be responsible for preparing the meeting agenda and developing / distributing meeting summary notes.
- *Weekly Progress Meetings.* Coordinate and attend weekly progress meetings held by phone or videoconference with agency staff to discuss project status and/or review comments. The budget assumes six one-hour meetings will be conducted.
- Prepare monthly progress reports and invoices.
- Update the project schedule and deliverable milestones as necessary throughout the duration of the project.

Deliverables

- *Kick-Off meeting* agenda and notes
- Monthly progress reports and invoices
- Project schedule and updates as necessary

Task 2: BUILD Grant Application

- *Brainstorming Meeting.* Facilitate a brainstorming meeting (including development of an agenda and notes) with agency stakeholders to identify revisions to the current BUILD Grant ITS Plan: The budget assumes the duration of this meeting will be up to two-hours. The contractor will also be responsible for preparing the meeting agenda and developing/distributing meeting summary notes. Topics to be resolved during this meeting include but are not limited to the following:
 - *Intersection and cross-section design characteristics*
 - *Update to project benefits and costs information*
 - *Cost-Benefit Analysis parameters*
 - *Changes to project list and location extents.*
 - Update key messages based on agency feedback and final summary memorandum.
 - Update cost estimates incorporating agency edits.
 - Update benefit cost analysis (BCA) incorporating agency edits.
 - Prepare draft BUILD Grant Application.
 - Prepare final BUILD Grant Application, incorporating agency edits.

This scope of work assumes the typical section for each new street has previously been established. It also assumes that the conceptual street design will include minor revisions to the street design concept incorporated into the Riverfront Connector Plan, and that the construction cost estimates will reflect an update of the estimates that are also included in the adopted Riverfront Connector Plan.

Deliverables

- Brainstorming meeting agenda and summary notes
- Draft and final *BUILD Grant Application*.

Project Budget Form

Project Name: St. Helens BUILD Grant Application
 Project Manager: Wayne Kittelson
 KAI Project Number: 25106.00
 Date: Mar 24, 2020

LABOR ESTIMATE - St. Helens BUILD Grant Application

Task	Notes	Staff	Kittelson, Wayne	Reinke, David	Roos, Tony	Taylor, Katie	McCormick, Molly	Root, Alice	Cox, Caleb	SUBTASK/ TASK HOURS	SUBTASK/ TASK COST
			WKK	DBR	AMR	KET	MBM	AIR	CEC		
001 Project Management and Coordination											
	<i>Kick-Off Meeting</i>		3		2		2	4		11	\$1,860
	<i>Weekly Meetings</i>		6				9	9		24	\$3,506
	Monthly progress reports and invoices		1					2		3	\$451
	Project schedule		2		4					6	\$1,423
	Reimbursable Expense										\$0
	Task #001 - Subtotal		12	0	6	0	11	15	0	44	\$7,239
002 BUILD Grant Application											
	Brainstorming Meeting		3				2	4		9	\$1,394
	Conceptual Design				4				12	34	\$4,635
	Construction Cost Estimates				2				4	12	\$1,700
	Obtain quantitative data						8	8		16	\$1,806
	Update benefit cost analysis			24						24	\$4,582
	Draft BUILD Grant Application		4			8	16			28	\$4,216
	Final BUILD Grant Application		2				4			6	\$984
	Reimbursable Expense										\$0
	Task #002 - Subtotal		9	24	6	8	30	12	16	129	\$19,316
TOTAL HOURS			21	24	12	8	41	27	16		
LABOR RATE			\$245.72	\$190.91	\$232.92	\$157.90	\$123.10	\$102.60	\$134.85	TOTAL HOURS	TOTAL LABOR
LABOR COST			\$5,160	\$4,582	\$2,795	\$1,263	\$5,047	\$2,770	\$2,158	173	\$26,556

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

TOTAL REIMBURSABLES	\$0
TOTAL KAI FEES	\$26,556
TOTAL SUB FEES	0% \$0
TOTAL PROJECT BUDGET	\$26,556

ATTACHMENT B

INSURANCE REQUIREMENTS

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

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

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

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

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

Certificates of Insurance shall be forwarded to:

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

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

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

DESCRIPTIONS (Continued from Page 1)

with regard to work performed on behalf of the named insured.

The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording, when required by written contract.

The General Liability, Automobile Liability and Professional Liability policies provide a Waiver of Subrogation when required by written contract.

The General Liability, Automobile Liability, Workers Compensation and Professional Liability policies includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

ATTACHMENT C Terms of Compensation

City of St. Helens Rate Schedule As of March 2020

Classification	Hourly Rate	Overhead @ 211.28%	Profit @ 12%	Hourly Billing Rate*
Senior Principal Engineer/Planner <i>Kittelson, Wayne</i>	\$79.05 \$70.48	\$167.03 \$148.91	\$29.53 \$26.33	\$275.61 \$245.72
Principal Engineer/Planner <i>Roos, Tony</i>	\$66.63 \$66.81	\$140.78 \$141.16	\$24.89 \$24.96	\$232.30 \$232.92
Associate Engineer/Planner <i>Reinke, David</i>	\$57.81 \$54.76	\$122.14 \$115.70	\$21.59 \$20.45	\$201.55 \$190.91
Senior Engineer/Planner	\$49.08	\$103.69	\$18.33	\$171.10
Engineer/Planner <i>McCormick, Molly</i>	\$38.02 \$35.31	\$80.33 \$74.60	\$14.20 \$13.19	\$132.55 \$123.10
<i>Gross, Nick</i>	\$38.68	\$81.72	\$14.45	\$134.85
<i>Cox, Caleb</i>	\$33.23	\$70.21	\$12.41	\$115.85
Transportation Analyst <i>Jensen, Zachri</i>	\$31.50 \$32.37	\$66.55 \$68.39	\$11.77 \$12.09	\$109.81 \$112.85
<i>Root, Alice</i>	\$29.43	\$62.18	\$10.99	\$102.60
<i>Casey, Claire</i>	\$29.43	\$62.18	\$10.99	\$102.60
Technician I	\$25.71	\$54.31	\$9.60	\$89.62
Technician II	\$32.66	\$69.01	\$12.20	\$113.87
Senior Technician	\$39.25	\$82.92	\$14.66	\$136.83
Associate Technician <i>Rhyne, Steven</i>	\$46.35 \$47.54	\$97.93 \$100.44	\$17.31 \$17.76	\$161.59 \$165.74
<i>Taylor, Katie</i>	\$45.29	\$95.69	\$16.92	\$157.90
Office Support	\$24.72	\$52.22	\$9.23	\$86.16
Data Analyst / Software Technician	\$20.97	\$44.31	\$7.83	\$73.11
Data Scientist/Developer	\$44.55	\$94.13	\$16.64	\$155.32
Senior Data Scientist/Developer	\$59.07	\$124.80	\$22.06	\$205.94

* Average classification rates by category are shown above along with actual rates for key personnel. Actual wage rates will be invoiced, overhead and profit will be locked for the duration of the contract.

PERSONAL SERVICES AGREEMENT

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

RECITALS

A. The City is in need of consulting services to update the St. Helens Urban Renewal Financial Projections, and Contractor is qualified and prepared to provide such services.

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

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to updating the St. Helens Urban Renewal Area financial projections, and Contractor accepts such engagement. The principal contact for Contractor shall be Nick Popenuk, phone 503-740-0501 or email popenuk@tiberiussolutions.com.

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

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

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

5. Payment.

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

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

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

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

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

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

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

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

CONTRACTOR: Tiberius Solutions LLC
Attn: Nick Popenuk
8856 SW 35th Ave.
Portland, OR 97219

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

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

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

10. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

24. Inspection and Audit by the City.

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

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

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

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

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

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

CITY:

CITY OF ST. HELENS
Council Meeting Date: April 1, 2020

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:

Tiberius Solutions, LLC
Nick Popenuk

Signature: _____

Print: _____

Title: _____

Date: _____

ATTACHMENT A
Scope of Work & Terms of Compensation

**ATTACHMENT B
INSURANCE REQUIREMENTS**

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

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

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

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

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

Certificates of Insurance shall be forwarded to:

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

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

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



DATE: March 18, 2020
TO: John Walsh and Jennifer Dimsho
FROM: Nick Popenuk
SUBJECT: SCOPE OF WORK: ST. HELENS URA FINANCIAL UPDATE

The City of St. Helens desires updated financial projections for the St. Helens Urban Renewal Area (URA). The following tasks would be completed by Tiberius Solutions LLC.

Task 1. Data Acquisition

- Obtain and review relevant background data, including:
 - Summary of Assessment and Levies (SAL) data for the URA for current and historical fiscal years.
 - The most recent version of the URA Plan, Report, Annual Financial Statements, and Budget Documents.
 - Any relevant loan documents, especially schedules of future debt service payments for all outstanding debt.
- Review original Plan and Report to determine the URA's expected termination date (if any), as well as any restrictions on/processes to modify the Plan's duration.
- Provide summary statistics to compare historical growth to the original estimates in the Urban Renewal Plan

Task 2. Update TIF Forecast

- Update annual future TIF revenues in an Excel workbook. Determine assumptions for the following factors:
 - Future changes in assessed value for each property type (real, personal, utility, and manufactured), including appreciation of existing property values, and specific forecasts of exception value from anticipated new construction within the area.
 - Applicable tax rates. Identify taxing districts affected by the URA and document permanent property tax rates. If applicable, identify which taxing districts have general obligation bonds remaining that are also included in the tax rate (GO bonds approved by voters prior to 10/6/2001). Obtain future debt service schedules for applicable bonds, and calculate estimated future tax rates.
 - Adjustments to gross TIF to account for discounts, delinquencies, compression loss, and rate truncation.
 - Annual collections of prior-year TIF revenues, based on historical trends for the URA or experience with other jurisdictions.

Assumptions

This scope assumes three growth scenarios would be modeled, illustrating different levels of potential future development activity in the URA.

Task 3. Update Finance Plan

- For each scenario, create a long-term finance plan that reflects projected TIF revenues, scheduled debt service payments, and budgeted expenditures for capital projects, programs, and administration.
- Discuss the results of the draft financial projections with City staff, including any potential changes to underlying assumptions.
- Based upon input from City staff, we would make final revisions to the Excel workbooks, and provide the workbooks to the City.

Assumptions

- City staff will need to provide information on planned/desired expenditures and future financing preferences.
- This scope assumes one finance plan scenario for each growth scenario. If the City desires us to evaluate multiple finance plan scenarios, it would require additional budget.

Task 4. Summary Memorandum

- Write a memorandum that identifies the steps used in the analysis, documents the key assumptions, and describes the implications of the results.

Assumptions

- This scope assumes no in-person meetings for the consultant team. As an additional task, we could prepare a PowerPoint presentation that highlights key assumptions and conclusions to present at City Council. If the City desires an in-person presentation, it would require additional budget.

Budget and Schedule

All work would be completed for a total cost not to exceed \$7,580. Key personnel and their billing rates are identified in Exhibit 1. All tasks could be completed within one month of receiving notice to proceed.

Exhibit 1. Budget by Task

Task	Nick Popenuk Project Director \$ 160 / hr	Ali Danko Project Manager \$ 110 / hr	Hours	Cost
1. Data Acquisition	2	4	6	\$ 760
2. Update TIF Forecast	8	12	20	\$ 2,600
3. Update Finance Plan	6	10	16	\$ 2,060
4. Summary Memorandum	8	8	16	\$ 2,160
Total	24	34	58	\$ 7,580

CITY OF SCAPPOOSE – CITY OF ST. HELENS
INTERGOVERNMENTAL AGREEMENT
PUBLIC IMPROVEMENTS INSPECTION SERVICES

PARTIES

This Agreement is entered into by and between the City of Scappoose, a municipal corporation of the State of Oregon, hereinafter referred to as "Scappoose" and the City of St. Helens, a municipal corporation of the State of Oregon, hereinafter referred to as "St. Helens". Scappoose and St. Helens are referred to jointly in this Agreement as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, by the authority granted in ORS 190.010, a local government may enter into an intergovernmental agreement with another local government to perform any and all functions that a party to the agreement, its officers or agencies, have the authority to perform; and

WHEREAS, Scappoose desires to employ the services of St. Helens to provide public improvements inspections and plan review services for review of compliance with applicable public works design standards; and

WHEREAS, Scappoose wishes to contract with an organization directed by persons having experience and knowledge in the interpretation and application of regulations providing for protection of the public; and

WHEREAS, St. Helens inspectors, supervisors and managers are credentialed, have regulatory public improvement inspection experience and otherwise meet Scappoose's criteria; and

WHEREAS, St. Helens is able to provide the services Scappoose is seeking and is willing to enter into this Agreement with Scappoose to provide public improvement inspections and plan review services to Scappoose in accordance with and limited to the provisions set forth in this Agreement.

AGREEMENT

In consideration of the promises and mutual covenants and agreements herein contained, it is agreed between the parties as follows:

1. Effective Date. This Agreement is effective on the last date signed by the parties, below.
2. Term & Termination. This Agreement shall automatically renew until June 30, 2021 or until such other date as is mutually agreed upon by the Parties in writing or unless

terminated by either Party pursuant to Paragraph 7 of this Agreement.

3. St. Helens Services. St. Helens agrees to provide services as follows:
 - a. Public Improvements inspection services, to supplement Scappoose staff upon request of Scappoose, to determine compliance with approved plans and Scappoose adopted Public Works Design Standards. The service goal is to perform such inspections within 48 hours of request by Scappoose and provide an inspection record to the applicant and Scappoose.

Notwithstanding the service goals outlined above, St. Helens reserves the right to prioritize its own inspection over Scappoose's public infrastructure inspection and plan review service requests.

4. Consideration. Compensation shall be at the following hourly rates, billed in half hour increments:
 - a. Through June 30, 2020, inspections rates are \$65 per hour. Starting July 1st, 2020 inspection rates increase to \$68 per hour

St. Helens shall submit, after the first business day of each month, the invoice for public improvements inspections performed during the prior month. Payment of invoiced and approved items shall be mailed to St. Helens within thirty (30) days after the date of the invoice. Payments not made within the above time frame shall, when paid, be increased one and one-half percent per month, or any portion of a month, for each month the payment is delayed.

5. Contract Representatives. Contract representatives for this Agreement are the following:

- a. For Scappoose:

Public Works Director
Dave Sukau
City of Scappoose
33568 E. Columbia Avenue
Scappoose, OR 97056

- b. For St. Helens:

Interim Public Works Director
Sue Nelson
City of St. Helens
265 Strand Street
St. Helens, Oregon 97051

All correspondence shall be sent to the above addresses when written notification is necessary. Representatives of the parties to this Agreement can be changed or substituted by either party providing written notice to the other party at the provided

addresses.

6. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event St. Helens fails to substantially perform the work in a manner satisfactory to Scappoose, or Scappoose fails to make timely payments for work invoiced by St. Helens, this Agreement may be terminated immediately and all costs incurred and fees earned by St. Helens prior to the termination date shall be paid by Scappoose to St. Helens.
7. Independent Contractor. St. Helens is hereby engaged as an independent contractor, and will be so deemed for purposes of this Agreement and any applicable laws, regulations or policies relating to contracting or employment.
8. Non-assignment. St. Helens shall not assign, subcontract, or delegate the responsibility for providing the services outlined in this Agreement to any other person, firm or corporation without the express written consent of Scappoose.
9. Reports. Upon the request of St. Helens, Scappoose shall, within a reasonable time, provide a written report on the progress of and information related to the work outlined in this Agreement.
10. Hold-Harmless. St. Helens agrees to indemnify and hold harmless Scappoose, its officers, agents and employees from and against all third party claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected to St. Helens' performance, or failure to perform, its obligations under this Agreement or any other negligent or willful act or omission by St. Helens. Scappoose agrees to indemnify and hold harmless St. Helens, its officers, agents and employees from and against all third party claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected to Scappoose's performance, or failure to perform, its obligations under this Agreement or any other negligent or willful act or omission by Scappoose.
11. St. Helens Not Agent of Scappoose. It is agreed by and between the parties that St. Helens is not carrying out a function on behalf of Scappoose, and Scappoose does not have the right or direction or control of the manner in which St. Helens delivers services under this Agreement and does not exercise any control over the activities of St. Helens. Any questions regarding policy implementation or determination shall be addressed by Scappoose.
12. Non-Discrimination. St. Helens agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement.
13. Non-Appropriation. In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Agreement, and if Scappoose has no funds legally available for consideration from other sources, then Scappoose may terminate this Agreement pursuant to Section 6 of this Agreement. St. Helens

may, pursuant to Paragraph 6, terminate this Agreement at any time that funds are not appropriated by Scappoose for compensation to St. Helens, and in such event St. Helens may immediately cease its performance of its obligations under this Agreement.

14. Legal Fees. In the event any action, suit or proceeding, including any appeals therefrom, is brought for failure to observe or perform any of the terms of this Agreement, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
15. Non-Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision of this Agreement.
16. Time of the Essence. The parties agree that time is of the essence in this Agreement.
17. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
18. Venue. Venue relating to this Agreement shall be in the circuit court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
19. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remainder of this Agreement.
20. Entire Agreement. This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either
21. Entire Agreement. This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not contained within the terms of this Agreement. Scappoose, by signature of its authorized representatives below, hereby acknowledges that it has reviewed, understands and agrees to the terms and conditions of this Agreement. St. Helens, by signature of its authorized representatives below, hereby acknowledges that it has reviewed, understands and agrees to the terms and conditions of this Agreement.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the final date written below:

City of St. Helens:

Mayor Rick Scholl

City Administrator John Walsh

Date

City of Scappoose:

Mayor Scott Burge

City Manager Michael Sykes

Date

CONTRACT PAYMENTS

City Council Meeting
April 1, 2020

Kittelson & Associates

Project: 1 st & St. Helens Streets Intersection (Inv#0108358)	\$	6,445.94
Project: 1 st & St. Helens Streets Intersection (Inv#0108973)	\$	<u>9,840.62</u>
Total	\$	16,286.56

David Evans & Associates Inc.

Project: N. Vernonia Road Sidewalks (Inv#463003)	\$	14,740.71
--------------------------------------------------	----	------------------



ACCOUNTS RECEIVABLE
PO BOX 40847
PORTLAND, OR 97240

February 21, 2020

Project No: 235440.000

Invoice No: 0108358

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

1st & St. Helens
Project #R-685

Professional Services through January 31, 2020

Task 002 Concept and Final Design

Professional Personnel

	Hours	Rate	Amount
Principal Engineer/Planner Roos, Tony	3.50	66.81	233.84
Engineer/Planner Cox, Caleb	9.25	33.23	307.38
Transportation Analyst Kauffman, Alec	7.00	29.43	206.01
Totals	19.75		747.23
Total Labor			747.23

Additional Fees

Overhead	209.29 % of 747.23	1,563.88
Profit	12.00 % of 2,311.11	277.33
Total Additional Fees		1,841.21

Consultants

GreenWorks PC	3,857.50
Total Consultants	3,857.50

Billing Limits

	Current	Prior	To-Date
Total Billings	6,445.94	10,003.24	16,449.18
Limit			60,328.00
Remaining			43,878.82

Total this Task \$6,445.94

Total this Invoice \$6,445.94

APPROVED FOR PAYMENT

INIT _____ DATE _____
 ACCOUNTS PAYABLE
 FINANCE 3-11-2020
 SUPERVISOR 3-10-2020

205-000-53003



851 SW 6th AVENUE, SUITE 600
PORTLAND, OR 97204
P 503.228.5230 F 503.273.8169

PROGRESS REPORT

Date: February 24, 2020

Project # 23544

To: Sue Nelson

From: Caleb Cox

Project: 1st & St. Helens Intersection Improvements

Invoice for Professional Services through January 31st, 2020

Project Status:

- Concept design submitted and reviewed
- City Council Presentation Completed

Upcoming:

- 90% and final design
- Utility Coordination
- Bidding and Construction

If you have any questions, please call me at (503) 535-7453.

Thank you,

Caleb Cox



GreenWorks, PC
24 NW 2nd Avenue, Suite 100
Portland, Oregon 97209
503.222.5612

Kittelson & Associates, Inc.
851 SW 6th Avenue, Suite 600
Suite 700
Portland, OR 97204

Invoice number 190503.1.1
Date 12/31/2019

Project **190503.1 ST. HELENS STREET AND
SOUTH 1ST STREET INTERSECTION
IMPROVEMENTS**

INVOICE FOR PROFESSIONAL SERVICES

For GreenWorks Landscape Architectural Services through December 31, 2019
Project Number: 23544

Professional Services
2B Concept and Final Design

	Hours	Rate	Billed Amount
Principal	1.50	180.00	270.00
Landscape Designer III	20.25	110.00	2,227.50
Landscape Designer II	16.00	85.00	1,360.00
Professional Services subtotal	37.75		3,857.50

Invoice total **3,857.50**

ACCOUNT SUMMARY

Description	Contract Amount	Previously Billed	Remaining	This Invoice
2B Concept and Final Design	15,215.00	0.00	11,357.50	3,857.50
Total	15,215.00	0.00	11,357.50	3,857.50

THANK YOU



ACCOUNTS RECEIVABLE
PO BOX 40847
PORTLAND, OR 97240

March 18, 2020

Project No: 235440.000

Invoice No: 0108973

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

1st & St. Helens
Project #R-685

Professional Services through February 29, 2020

Task 002 Concept and Final Design

Professional Personnel

	Hours	Rate	Amount
Principal Engineer/Planner Roos, Tony	3.50	66.81	233.84
Engineer/Planner Cox, Caleb	32.50	33.23	1,079.98
Transportation Analyst Kauffman, Alec	5.75	29.43	169.22
Technician II Cullimore, Brad	17.50	29.85	522.38
Totals	59.25		2,005.42
Total Labor			2,005.42

Additional Fees

Overhead	209.29 % of 2,005.42	4,197.14
Profit	12.00 % of 6,202.56	744.31
Total Additional Fees		4,941.45

Consultants

GreenWorks PC	2,893.75
Total Consultants	2,893.75

Billing Limits

	Current	Prior	To-Date
Total Billings	9,840.62	16,449.18	26,289.80
Limit			60,328.00
Remaining			34,038.20

Total this Task \$9,840.62

Total this Invoice \$9,840.62

APPROVED FOR PAYMENT

INIT _____ Date _____
 ACCOUNTS PAYABLE _____
 FINANCE 3/25/2020
 SUPERVISOR 3-23-2020

205-000-53003



851 SW 6th AVENUE, SUITE 600
PORTLAND, OR 97204
P 503.228.5230 F 503.273.8169

PROGRESS REPORT

Date: March 18, 2020 Project # 23544
To: Sue Nelson
From: Caleb Cox
Project: 1st & St. Helens Intersection Improvements

Invoice for Professional Services through February 29th, 2020

Project Status:

- 90% design underway
- Utility coordination underway

Upcoming:

- 90% and final design submittals to City
- Bidding and Construction

If you have any questions, please call me at (503) 535-7453.

Thank you,

Caleb Cox



GreenWorks, PC
 24 NW 2nd Avenue, Suite 100
 Portland, Oregon 97209
 503.222.5612

Kittelson & Associates, Inc.
 851 SW 6th Avenue, Suite 600
 Suite 700
 Portland, OR 97204

Invoice number 190503.1.2
 Date 01/31/2020

Project **190503.1 ST. HELENS STREET AND SOUTH 1ST STREET INTERSECTION IMPROVEMENTS**

INVOICE FOR PROFESSIONAL SERVICES

For GreenWorks Landscape Architectural Services through January 31, 2020
 Project Number: 23544

Professional Services
 2B Concept and Final Design

	Hours	Rate	Billed Amount
Principal	3.75	180.00	675.00
Landscape Designer III	13.75	110.00	1,512.50
Landscape Designer II	8.00	85.00	680.00
Project Assistant III	0.25	105.00	26.25
Professional Services subtotal	25.75		2,893.75

Invoice total **2,893.75**

ACCOUNT SUMMARY

Description	Contract Amount	Previously Billed	Remaining	This Invoice
2B Concept and Final Design	15,215.00	3,857.50	8,463.75	2,893.75
Total	15,215.00	3,857.50	8,463.75	2,893.75

THANK YOU

F. Michael Faha
 Principal

Kittelson & Associates, Inc.
Project 190503.1 ST. HELENS STREET AND SOUTH 1ST STREET INTERSECTION IMPROVEMENTS

Invoice number 190503.1.2
Date 01/31/2020

GreenWorks, P.C. Landscape Architecture Environmental Design
24 NW 2nd Avenue, Suite 100 Portland, Oregon 97209 Fax: 503-222-2283 www.greenworkspc.com



**DAVID EVANS
AND ASSOCIATES INC.**

Sue Nelson
City of St. Helens
PO Box 278
St. Helens, OR 97051

Invoice Number 463003
Invoice Date March 17, 2020
PO Number
Page 1 of 1

Work Beginning 02/02/2020 through 02/29/2020
Project STHN0000-0001: N. Vernonia Rd. Sidewalks
Contract End Date: 12/31/2020

Manager: Paul Tappana

		Current Hours	Rate	Current Amount
Contract Work Performed				
Designer IV	Terry A. Wheeler	7.50	141.98	1,064.85
Office/Clerical	Lori Hicks	0.30	89.59	26.88
Project Coordinator I	Chase Heern	7.20	58.90	424.08
Project Coordinator III	Alisha Reynaldo	3.90	93.00	362.70
Project Manager	Paul Tappana	5.50	157.73	867.52
Project Engineer	Taisei Imamura	80.90	117.80	9,530.02
Project Engineer	Christina M. Weber	5.50	128.65	707.58
Specifications Writer	Cyndi J. Twite	13.00	135.16	1,757.08
Subtotal	Contract Work Performed	123.80		14,740.71

APPROVED FOR PAYMENT

\$14,740.71

Invoice Total

INIT _____ DATE _____
 ACCOUNTS PAYABLE
 FINANCE
 SUPERVISOR

Invoiced by: Chase Heern

3/25/2020
3-23-2020

205-000-53019

Aged Receivables as of 3/13/2020				
0 To 30 Days	31 To 60 Days	61 To 90 Days	Over 90 Days	Total Outstanding
\$17,914.80	\$1,440.95	\$0.00	\$0.00	\$19,355.75



DAVID EVANS
AND ASSOCIATES INC.

March 17, 2020

Sue Nelson
City of St. Helens
PO Box 278
St. Helens, OR 97051

**SUBJECT: N. Vernonia Rd. Sidewalks, R-687
Invoice and Progress Report No. 8**

Dear Ms. Nelson:

Enclosed is the Invoice and Progress Report No. 8 for Preliminary Engineering (PE) Services for the N. Vernonia Rd. Sidewalks (R-687) Project. This information covers the period of February 2, 2020 through February 29, 2020.

Please note that there may be some costs associated with the activities performed during this period, which have not yet cleared our accounting system. These costs will be invoiced in the billing period in which they are received.

Please review the enclosed information and let us know how we may modify the data to make it more meaningful to you. If you have questions or need additional information, please call me or my project assistant Chase Heern at 503-480-1374.

Sincerely,

DAVID EVANS AND ASSOCIATES, INC.

Paul Tappana
Project Manager

PDT:cth
Enclosures

DAVID EVANS AND ASSOCIATES, INC.
Project Billing Budget Summary (by WBS)

Project: STHN00000001
2/2/2020 - 2/29/2020

Phase	WBS Description	Contract Billed This			Previously Billed		Billed To Date		Remaining	
		Amount	Period	Amount	Amount	Amount	Contract	% Billed	% Completed	
00101	Project Management	9,175.00	1,050.26	5,808.06	6,858.32	2,316.68	75%	75%		
00204	Topographic Data	298.00	-	-	-	298.00	-	100%		
00301	Wetland Memo	1,879.00	-	2,333.38	2,333.38	(454.38)	124%	100%		
00401	Public Meeting	2,283.00	-	-	-	2,283.00	-	-		
00402	Residents Meeting	2,254.00	-	-	-	2,254.00	-	-		
00501	Utility Relocations	4,929.00	707.58	404.09	1,111.67	3,817.33	23%	20%		
00601	Concept (30%) Sidewalk Design	25,292.00	2,143.96	26,196.87	28,340.83	(3,048.83)	112%	100%		
00602	Concept (30%) Cost Estimate	4,968.00	-	2,513.32	2,513.32	2,454.68	51%	100%		
00701	Final (100%) Sidewalk Design	26,449.00	8,797.87	2,803.64	11,601.51	14,847.49	44%	80%		
00702	Final (100%) Cost Estimate	3,519.00	141.98	-	141.98	3,377.02	4%	90%		
00703	Final (100%) Specifications	5,590.00	1,899.06	-	1,899.06	3,690.94	34%	90%		
00801	Bid Support	1,222.00	-	-	-	1,222.00	-	-		
EXP	Expenses	619.00	-	340.46	340.46	278.54	55%	50%		
SUBKLS	Sub: KLS Surveying	11,410.00	-	11,410.00	11,410.00	-	100%	100%		
		99,887.00	14,740.71	51,809.82	66,550.53	33,336.47	67%	81%		


N. Vernonia Rd. Sidewalks: R-687**Progress Report No. 8****For the period:****February 2, 2020 through February 29, 2020****March 17, 2020****Submitted via email to:**

Sue Nelson
City of St. Helens
PO Box 278
St. Helens, OR 97051

Prepared by:

David Evans and Associates, Inc.
530 Center Street NE, Suite 605
Salem, Oregon 97301

PROGRESS REPORT NO. 8
For the period February 2, 2020 through February 29, 2020

N. Vernonia R. Sidewalks: R-687

Contract NTP: February 22, 2019

Contract End: December 31, 2020

Contract Values:

Current Contract NTE: \$99,887.00

Previously Billed: \$51,809.82

Current Billing: \$14,740.71

Remaining \$33,336.47

Work Performed in Reporting Period:

1. Project management / coordination
2. Invoicing
3. Realign sidewalk to meander through corridor
4. Submit 99% deliverable

Anticipated Upcoming Work

1. Work toward a 100% submittal for review.

City of St. Helens Planning Commission

Approved Minutes

February 11, 2020

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

Members Absent: Commissioner Semling

Staff Present: City Planner Graichen
Associate Planner Dimsho
Councilor Carlson
Community Development Administrative Assistant Sullivan

Others: Jennifer Pugsley
Jane Garcia
Les Watters
Tammy Cinnera
Molly Matchak
Philip Stanton
Steven Jaby
Samantha & AJ Stansbury
Aaron Majors
Ken Stansbury

- 1) **7:00 p.m. - Call to Order and Flag Salute**
- 2) **Consent Agenda: Approval of Minutes**
2.A Planning Commission Minutes dated January 14, 2020

Motion: Upon Commissioner Webster's motion and Commissioner Lawrence's second, the Planning Commission unanimously approved minutes dated January 14, 2019. [AYES: Vice Chair Cary, Commissioner Cohen, Commissioner Stenberg, Commissioner Webster; Nays: None]

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

Pugsley, Jennifer. Pugsley spoke about the historic preservation of buildings in our Riverfront District. She mentioned the Vagt Building being remodeled and the windows that were replaced on 275 & 277 Strand Street. She expressed concern about the process of permitting the windows. She provided a packet of information on the history of the Vagt Building and why preserving it is important. She felt the use of materials was not historic and that the City should

be held to the standards that they set for everyone else in this same district. She requested that the City fix the windows with something more historically accurate.

Cohen said it should not be allowable for the City to do whatever they want if we are going to hold the public accountable.

Stanton, Philip. Stanton also spoke on the historic significance of this building. He mentioned the architecture and how it is important that we maintain the historic feeling throughout the whole Riverfront District. He mentioned he felt people come down and visit the Riverfront District for its historic features.

City Planner Jacob Graichen mentioned that after speaking with the Building Department, the permit was submitted and the work was done in two days. He said there were no plans submitted, but felt the window replacement met the intent. He mentioned that Matt Brown, Assistant City Administrator, was the head of this project.

The Commission had a discussion on the processes of permitting and how this particular permit was handled. There was also a small discussion about the historic significance of this particular building. They were not satisfied with the explanation and reasons that were provided on how it was handled and wanted to speak to the person in charge of the project at the next meeting.

Motion: Upon Commissioner Stenberg's motion and Commissioner Webster's second, the Planning Commission recommended that Matt Brown attend the next meeting to discuss the project. [Ayes: Commissioner Cohen, Commissioner Lawrence, Commissioner Stenberg, Commissioner Webster, Vice Chair Cary; Nays: None]

4) **Public Hearings (times reflect earliest start time)**
4.A 7:00 p.m. - Annexation at the north end of Windy Ridge Drive - Cinnera

Chair Hubbard opened the Public Hearing at 7:25 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter. Associate Planner Jenny Dimsho entered the staff report dated January 22, 2020 into the record.

Dimsho introduced the proposal to the Commission, as presented in the staff report. She discussed the adjacent property's annexation about ten years ago and the similarities. The applicant wants to connect to city water. She said there is water available but no sewer. The applicant will likely set up a septic system. Dimsho discussed the zoning. The Comprehensive Plan allows for an R10 or R7 zoning, but the staff recommends the R10 zoning based on the zoning along Windy Ridge Drive.

There was a small discussion about the property not connecting to sewer.

In Favor

Majors, Aaron. Majors is representing the applicant. He spoke about how hard it has been for the applicant to get to this point in time. He said the applicant is excited to be a part of this community. He said the applicant has worked really hard to be able to get this property. He mentioned the septic system has been upgraded. He mentioned they are in the process of receiving the building permit through the County. He said there were advantages to getting permits through the County as it is a little cheaper.

Neutral

None

In Opposition

No one spoke in opposition.

Rebuttal

None

End of Oral Testimony

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

Close of Public Hearing & Record

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

Deliberations

The Commission felt this decision was a simple one.

Motion: Upon Commissioner Cohen's motion and Commissioner Webster's second, the Planning Commission unanimously recommended to City Council approval of the Annexation as written for R10 zoning. Commissioner Semling did not vote due to her absence from the meeting. [AYES: Commissioner Cohen, Commissioner Lawrence, Commissioner Webster, Vice Chair Cary; Nays: None]

4.B 7:30 p.m. - Variance at 2660 Gable Road - Stansbury

Chair Hubbard opened the Public Hearing at 7:43 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter. Graichen entered the staff report dated February 4, 2020 into the record.

Graichen introduced the proposal to the Commission, as presented in the staff report. He said the applicant was applying for a variance for an accessory structure that exceeds the maximum size of 600 square feet. He mentioned the applicant's property is divided into multiple properties and that it could have more than one home. He discussed how the accessory structure was supposed to be a building addition attached to the existing home with a breezeway. He also mentioned that the breezeway was removed shortly after final inspection; this is why this variance is before the Commission.

Stansbury, Samantha. Applicant. Stansbury is the property owner. She mentioned they would like a variance to get rid of the need for a breezeway. She said she spoke with Jacob on how to build a shop of this size to work on their three different lots. She said they tried to make the shop aesthetically pleasing and match the house. She mentioned how the breezeway was more of an eyesore and many people asked them what it was for. She mentioned that after building the breezeway, it did not look like what they had hoped for. She brought in testimony from neighbors in written form that supported not having the breezeway.

In Favor

Stansbury, Ken. Stansbury was in support of the breezeway but after seeing the breezeway they installed, he didn't agree. He wanted to know what the meaning of a breezeway was. He didn't understand why a property as large as theirs required them to have a breezeway. He said the breezeway actually deterred from the property and did not look as nice as it does without it.

Neutral

None.

In Opposition

No one spoke in opposition.

Rebuttal

Stansbury, AJ. Applicant. Stansbury said they looked into connecting to sewer and water so the new shop could be a dwelling unit, and the cost was over \$15,000 which was way out of their budget. They hoped the breezeway would have worked.

End of Oral Testimony

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

Close of Public Hearing & Record

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

Deliberations

There was deliberation between the commissioners about how the applicant did not follow procedures. They felt the applicants were intentional in not following the rules set before them.

Commissioner Cohen brought up the code and wanted to know what the next steps would be if they decided to not approve the variance. He was concerned that they did not meet the code and how do we hold them to the guidelines set before them.

Graichen said there were a few options for the applicant. If the variance is not approved, the applicant could make the structure a building addition and put in an appropriate breezeway. They could remove the building, or they could convert it into a dwelling unit.

Motion: Upon Vice Chair Cary's motion and Commissioner Cohen's second, the Planning Commission approved the Variance. [Ayes: Commissioner Cohen, Commissioner Lawrence, Commissioner Stenberg, Commissioner Webster, Vice Chair Cary; Nays: None]

5) Planning Director Decisions

- a. Sign Permit at 155 N. Columbia River Highway – New wall sign on an existing building
- b. Temporary Use Permit at 175 Bowling Alley Lane – five cart food truck pod

c. Temporary Sign Permit (Banner) at 2100 block of Columbia Blvd – St. Helens
Booster Club's Annual Auction

6) **Planning Department Activity Report**

7.A January 27, 2020

7) **For Your Information Items**

Chair Hubbard wanted to know what came of the RFP for the Riverfront Property that was on the previous City Council Work Session agenda. Carlson was not at the meeting so could not provide an accurate answer.

8) **Next Regular Meeting - March 10, 2020**

9) **Adjournment**

There being no further business before the Planning Commission, the meeting was adjourned at 8:32 p.m.

Respectfully submitted,

Christina Sullivan
Community Development Administrative Assistant

City of St. Helens
Library Board
Minutes from Monday, January 13, 2020
St. Helens Public Library

Members Present

Patrick Birkle
Dan Davis
Melisa Gaelrun-Maggi, Vice Chair
Amanda Heynemann, Chair
Margie Stanko

Members Absent

Becky Bean
Lisa Beardslee

Guests

Councilors in Attendance

Stephen Topaz

Staff Present

Margaret Jeffries, Library Director
Dan Dieter, Library Board Secretary

☞

CALL MEETING TO ORDER: The meeting was called to order at 7:15pm by Chair Heynemann.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: N/A

PREVIOUS MEETING MINUTES: Minutes were reviewed and approved.

REPORTS FROM WORKING GROUPS:

Access: Member Heynemann reported that the Access Working Group has met a number of times since the last board meeting and have been working on increasing materials for Spanish speaking patrons. This includes staff training as well as adding a Spanish version to forms, flyers and other patron materials. Reference Librarian Herren-Kenaga is working on adding offerings on the Library website as well as looking at training material for staff. Prior staff has had some Spanish proficiency. Member Birkle offered to help with pronunciation-based training, i.e., a sheet of common terms that the staff can work on. Councilor Topaz suggested to look into a device, like a phone, that might have an app that could work as a translator.

Communications: Member Gaelrun-Maggi reported that the Communications Working

Group is currently working on using a marketing approach with Facebook, and they are creating a separate list for City Communications Officer Crystal King to use as content when the need arises. Trying to use the idea that 80 percent needs to be happy / good times information, and 20 percent needs to be asking for something. Member Gaelrun-Maggi asked if adding Instagram would be too much of a burden for the City's Communication Officer. A newsletter idea was talked about with Library Assistant Burkhart, who is already producing an 'Events' flyer. This Working Group also looked at other library websites to compare ours to. They are working on the relationship between the Library and the City's Recreation Program. Some of the programs that the Library has run in the past, like the babysitting class, are now being run by the Rec Program. The new St Helens Middle School would also offer an alternative for after school programs like the babysitting course. Councilor Topaz stated that with the new building they would have space available for programs.

Facilities: Director Jeffries reported that the Facilities Working Group has not formally met for a while, however, Youth Librarian Kolderup has been in contact with other libraries that have Makerspaces in order to set up a potential future visit by Board members. Book drop RFP: Director Jeffries reported that a Request for Proposals (RFP) was developed by Library Assistant Karmartsang and the Arts and Cultural Commission for repainting the two Library outside drop boxes. We don't know if any bids have been submitted, but in the case that none are received before the deadline, that date will be extended. Proposal for Additional space: Director Jeffries reported that the Library is working on a proposal to the Columbia Learning Center Board to convert some of the under-utilized space in the Columbia Learning Center wing of the building for use as a Makerspace. Director Jeffries stated that such a proposal would look at any necessary changes, such as emergency lighting, sidewalks and doors, and internet access. There are also old computers and furniture still in the room that will need to be removed. The group discussed the mission of the original Columbia Learning Center as a technology provider and the first Internet Service Provider in the area. When the computers were moved to the Library along with room scheduling responsibilities, the space became underutilized. The Columbia Learning Foundation changed their mission to just offering scholarships, and currently charge rent for using that part of the building. Member Birkle suggested that the Budget Committee should be informed about the proposal as there may be a budgetary impact. Director Jeffries stated that the proposed rent of the space would be \$300 per month. Originally, the building was designed to be expanded, but why add to the building when the existing space isn't being used at capacity? At one time, the space was offered to the Library, but there wasn't enough funding to consider that possibility, so the Columbia Learning Center Board offered a portion of the space to the tenants that are there now. Director Jeffries stated that details about the proposal to the Columbia Learning Center Board will be reviewed first with the City Council. If it doesn't work out, we will still have a Maker Program, it will just be much more difficult to store equipment and set-up / clean-up for programs. Board member interest in visiting a maker space: A signup sheet was distributed for Board Members to consider whether or not they would be available for touring one of these sites.

LIBRARY DIRECTOR'S REPORT: Library operation during director's leave: Director Jeffries reported that the Library operated very smoothly during her absence. She was impressed with staff coverage and the staff were extraordinarily supportive. Member Birkle stated that this reflects how well the Director manages the staff. Councilor Topaz stated that this shows that the Director is a good leader and a good teacher. Library of Things: Member Birkle stated that he used one of the Wi-Fi Hotspots available through the Library of Things (LOT) while on vacation and it worked very well. Member Stanko asked where the LOT items are displayed. Director Jeffries stated that they are currently being displayed at the front desk. Some of the items available for check out include Ukuleles, Kilowatt meters, and STEM (Science, Technology, Engineering and Math) kits. State of the City event: Director Jeffries attended the State of The City event on Saturday, January 11 and reported on what the Library does in the community. Swedish Roots in Oregon exhibit: Director Jeffries reported that the Swedish Roots display is available for viewing for two months. This display was organized in conjunction with the Columbia County Museum Association. Ukulele celebration: Director Jeffries reported that the Ukulele group will turn 5 in February and there will be a celebration on February 8 to mark the occasion. Our Youth Librarian will also offer a youth program as developed by a local patron. FY20/21 budget process: Director Jeffries reported that this year's budget proposal will include potential rent for the Maker Space, and that the rest will be requests for capital expenditures, such as, new carpeting and updated security panels and systems.

CITY COUNCILOR'S REPORT: Councilor Topaz stated that he wrote a report about the Library Director and how well she planned her leave of absence.

BOARD MEMBER CONCERNS / COMMENTS / QUESTIONS: N/A

SUMMARIZE ACTION ITEMS: MakerFest will be held February 22 from 9:30 to 11:30 and is being organized by Youth Librarian Kolderup.

NEXT MEETING: The next regularly scheduled meeting will be Monday, February 10, 2020 at 7:15 p.m. in the Columbia Center Auditorium.

ADJOURNMENT: Chair Heynemann adjourned the meeting at 8:55 pm.

✍

Respectfully submitted by:

Library Board Secretary, Dan Dieter

2019-2020 Library Board Attendance Record

P=Present E=Excused Absence U=Unexcused Absence

Date	Bean	Beardslee	Birkle	Davis	Gaelrun-Maggi	Heynemann	Stanko	VACANT	VACANT
07-08-2019	E	P	P	-	P	P	-		
08-12-2019	P	P	P	P	P	P	E		
09-09-2019	P	P	P	P	E	P	P		
10-14-2019	E	P	P	P	P	P	P		
11-12-2019	Meeting Cancelled								
12-09-2019	Meeting Cancelled								
01-13-2020	E	E	P	P	P	P	P		
02-10-2020									
03-09-2020									
04-13-2020									
05-11-2020									
06-08-2020									

City of St. Helens
Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 1st day of April, 2020 are the following Council minutes:

2020

- Work Session, Executive Session, Public Hearing, and Regular Session Minutes dated February 19, 2020
- Special Session Minutes dated February 26, 2020
- Work Session, Executive Session, and Regular Session Minutes dated March 4, 2020

After Approval of Council Minutes:

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

City of St. Helens City Council

Work Session Minutes

February 19, 2020

Members Present: Mayor Rick Scholl
Council President Doug Morten
Councilor Ginny Carlson
Councilor Keith Locke
Councilor Stephen R. Topaz

Members Absent: None

Staff Present: John Walsh, City Administrator
Kathy Payne, City Recorder
Matt Brown, Assistant City Administrator
Margaret Jeffries, Library Director
Sue Nelson, Interim Public Works Director
Brian Greenway, Police Chief
Rachael Barry, Government Affairs and Project Support Specialist
Jenny Dimsho, Associate Planner
Shanna Duggan, Recreation Manager
Amy Lindgren, Municipal Court Judge
Sam Erskine, Prosecuting Attorney
Tina Curry, Event Coordinator

Others: Conor Delaney Dwight Dwight Suzanne Beaupre
Christine Menges Jennifer Purcell

1) **1:00 P.M. - Call Work Session to Order**

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

No visitor comments.

3) **Discussion Topics**

3.A **Presentation by Tokola Properties on Proposed Riverfront Development – Dwight Unti**

Dwight Unti was in attendance to present a PowerPoint presentation and submit an updated site concept plan. A copy is included in the archive meeting packet. He reviewed some of their previous projects and their original Riverfront proposal. The new site plan enhances retail core by extending retail activity fronting Strand Street. It allows better alignment of Strand Street by eliminating the sharp right turn onto South First Street. Phase I will quickly add new residents living in the downtown. That is what will create more vibrancy on the downtown street. Mixed use housing projects are much more readily financeable than a large boutique hotel in an unproven market. The position of the proposed hotel location enhances the river view amenities for hotel guests and restaurant patrons. The new site plan also reduces the total project size.

Dwight reviewed the anticipated project outcomes:

- Increase and enhance bike activity to the riverfront
- Bring thousands of visitors to St. Helens
- Additional residents living in downtown
- Boost business activity
- Create jobs
- Enhance pedestrian activity
- Extend hours of activity into the evening
- Create visual evidence that significant new investment is underway in St. Helens
- Catalyze additional development and economic activity in the Historic Main Street District
- Boost lodging tax revenues
- Return the riverfront property to the tax roles

Some obstacles and challenges remain:

- Lack of comparable properties by which a developer, appraiser, and lender can establish value.
- Prevailing rental rates and room rates are too low to support new construction.
- Difficulty of measuring demand for these product types.
- Limited number of lenders willing to participate on pioneering projects.
- Reluctance by equity investors.
- Higher risk than more conventional markets.

In order to create an economically feasible project, the financial gap between project cost and market value must be closed.

Councilor Topaz asked what impact the industrial site around the corner has on the value of this property for a hotel and housing. Dwight responded that it's probably not much added value on the subject property. Seeing vacant buildings can be negative. However, the City could market it as an industrial site that has potential of being a major employer.

Mayor Scholl talked about the Opportunity Zone. Dwight responded that is one tool of many that a developer could utilize for part or all of their development financing. There will still be a gap. The cost of construction has risen dramatically. The cost to develop in St. Helens is the same as downtown Portland. However, you can charge higher rates for hotel rooms and rentals in Portland. Why would a developer come here? A public/private partnership must be formed. St. Helens has a rare and incredible piece of property. If it's so great, why is there not a line of developers wanting to develop it. He encouraged Council to go out again and seek a developer. He wants them to have a realistic idea of what they have. It's an incredible resource but will take a lot of public effort and public investment combined with a significant amount of private investment. A developer with public/private partnership experience should be selected. This project requires patience and compromise. Most developers are not cut out for that. It is very important that the proposal is properly sized to match local demand and phase construction. They approach these projects with long-term investment. He gave a brief history of the project and reviewed what has been happening during the time since the last presentation to the Council. The new site plan is intended to address the overriding issue of funding for the significant public infrastructure that needs to occur. Their overall recommendation is to:

1. Identify and secure funds for needed public infrastructure
2. Subdivide the waterfront property into multiple parcels
3. Design and commence construction of public infrastructure
4. Resubmit Request for Qualifications to development community
5. Select most qualified developer and enter into exclusive negotiations
6. Negotiate Disposition & Development Agreement (DDA)
7. Developer to proceed with construction subject to terms and conditions of DDA

Mayor Scholl wants the Council to prioritize properties and consider selling some to focus on this project. He thinks the number of housing is too low given the need. Dwight suggested it be done in phases. He is hesitant to add to much at once. Councilor Carlson agreed with phasing.

Council President Morten talked about the presentation that Dwight gave two years ago. The next steps he gave then are very different than the next steps now. Dwight responded that he was so impressed with the BUILD Grant application and believed that the City was going to get infrastructure money. Unfortunately, they did not, which changed things.

Discussion ensued about opportunities and infrastructure funding sources.

3.B Annual Report from City Auditor - Pauly, Rogers & Co., PC

Conor Delaney of Pauly, Rogers & Co PC was in attendance to present the draft Financial Report for the year ending June 30, 2019. A copy is included in the archive meeting packet. There were no questions or concerns from the Council.

3.C Semi-Annual Report from Municipal Judge Amy Lindgren

Municipal Court Judge Amy Lindgren was in attendance to give her report. A copy is included in the archive meeting packet.

- Court Clerk Melanie Payne was awarded Employee of the Year for 2019! It was very well deserved.
- The software conversion demanded a lot of time of Court staff. They are staying on top of things better now after catching up. The system is working well. Having two court clerks is working very well to keep up.
- Continuing to have CCMH assessments in the court room. The goal is to get defendants on the straight and narrow.
- They lost a court-appointed attorney but will be looking for another one to fill that position. The State is redoing the contracts for public defenders for circuit courts. They are not allowing them to have contracts with municipal courts at the same time.
- The Police Department has been providing security services to the Court. It has been difficult to find someone to fill the Bailiff position since it is very part-time.
- They are very close to transitioning to one day a week for Court.
- 2020 goals:
 - Enable Court staff to submit all traffic and criminal convictions to Oregon DMV and Oregon State Police electronically
 - Reduce the number of court dates to one day per week
 - Hire a new criminal defense attorney to represent indigent defendants

Councilor Locke asked if she has met with the judges. Lindgren said she met with Judge Jenifer Grant, Defense Attorney Mark Lain, District Attorney Jeff Auxier, and City Prosecutor Sam Erskine. They talked about the CCMH assessments. It takes a while to get it scheduled with everyone's schedules.

Councilor Locke asked why tickets issued on the highway are requiring defendants to report to Columbia City or Vernonia. Lindgren responded that she has also asked that question. She was told that the County and Oregon State Police send their tickets to Circuit Court. Discussion ensued.

3.D Semi-Annual Report from City Prosecutor Sam Erskine

City Prosecutor Sam Erskine was in attendance to give his report, which he passed out to the Council and is included in the archive packet for this meeting. He appreciates the quick response in getting police presence in the court room.

Erskine reviewed 2019 numbers:

- Total police reports received/processed – 380
- Total cases referred – 242
- Total cases charged – 184
- Jury trials – 8

Business Updates, Development and Goal Setting:

- Assumed administrative support duties in January 2019
- Began providing prosecution services to the City of McMinnville and Troutdale
- His wife joined the practice and is serving as the primary representative in McMinnville
- Reviewing plans to implement improvement projects in prosecution services
- Identify and expand upon benefits of serving multiple jurisdictions

3.F Police Station Study Update - Matt

Finance Director Brown distributed drawings of two possible sites. Copies are included in the archive meeting packet. One proposed site is in an industrial zone at the corner of Old Portland Road and Kaster Road. The other proposed site is the block between Columbia Blvd. and Cowlitz Street and between S. 17th Street and S. 18th Street. He is requesting Council review the sites and select one to move forward with to determine size, needs, and cost. The plan is for a two-story building and includes moving Municipal Court into the building as well.

Chief Greenway reported that the officer's top choice is the Old Portland Road and Kaster Road site. The location:

- Gives them better access to the highway via Millard Road in the event of a train blocking Gable Road or Columbia Blvd.
- Allows for future growth.
- Does not have the hindrance of one-way streets.

City Planner Graichen gave the Council information to consider at both locations from a land development and floodplain perspective. The Old Portland Road does have flood plain issues that need to be considered.

Council President Morten expressed disappointment that an economic feasibility study wasn't done. The City-owned property has potential for other types of development. Brown responded that they did not ask McKenzie to do an economic study. They did discuss other potential uses for the property. The Houlton District property has more potential with commercial uses. Graichen added that our land inventory shows that we don't have enough commercial land and extra industrial land.

Council President Morten is in favor of investigating both sites for the use.

Councilor Carlson and Councilor Locke were both in favor of the Old Portland Road site. Councilor Locke and Councilor Topaz suggested a City complex eventually be at that location.

3.G Update on Citizens Day in the Park Plans

Councilor Locke spoke with City Recorder Payne and Deputy City Recorder Scholl about developing a job list of what the City needs to do. He wants to reach out to other civic groups in the community for help that day.

4) Department Reports

Police Chief Greenway reported...

- Nothing to report.

Interim Public Works Director Nelson reported...

- Tonight's agenda includes a bid award for the waterline project.
- They are considering moving the overhead utilities underground at the St. Helens Street and S. 1st Street intersection. It will add cost to the project but will help beautify it. Council concurred.
- Gave an update on the Gable Road project. They estimate completion by the end of April.

Library Director Jeffries reported...

- MakerFest is this Saturday at the Library.

Assistant City Administrator Brown reported...

- Recreation Program update.

3.E Update on Recreation Programming - Shanna & Matt

Recreation Manager Shanna Duggan and Assistant City Administrator Matt Brown presented an update and goals for the Recreation Program.

Discussion ensued about changing "Recreation Center" to "Community Center." Council President Morten expressed concerns about changing the name when we just added the \$2 fee for the Recreation Center. Brown explained that "Community Center" broadens the name. It would still be used for Recreation Programs.

Discussion ensued about building open hours. Expanding open hours will create a need to hire someone to be one site. Consensus to have consistent open hours. Mayor Scholl directed staff to determine what is best for them, but it should include evening hours.

Duggan gave a Recreation Program update.

- Elementary after-school program at Lewis & Clark Elementary School. Currently have about 45 students enrolled and see about 30/day. It's \$235/month or \$20/day.
- Launched after-school clubs at the middle school the beginning of February. That was done with a grant the middle school received and help from the Recreation Program to facilitate. About 85 students have signed up.
- Partnership with OHSU. Hatching rainbow trout with that program.
- Working on a partnership with Scappoose Bay Marina for outdoor sports.
- Partnership with CCMH and Griffin's Place for people 14 and older with developmental or intellectual disabilities.

- Over 370 kids signed up for Basketball League. They have had really good feedback. A Recreation Assistant works at each practice and game.
- Will launch Youth Soccer for younger kids and programs for adults in the Spring.
- Talking with Un-Wined for an art sponsorship.
- Working with the Veterans Bunker and St. Helens Senior Center on partnerships.
- Attending early-childhood meetings with the Trauma-Informed Network, Public Health, and the Health Coalition.
- Working on a Junior Recreation Assistant program. It allows for kids aged 13-15 to help with activities. It will hopefully help with training future staff. There is a cost of \$50/week, which provides them with meals and admission costs. There will be an application process.

Mayor Scholl recognized and appreciated the work Duggan has done.

Councilor Locke worked on bringing a teen center here about eight years. The biggest obstacle was not having a physical address. There are a lot of grants available. Having programs from 2-7 p.m. is important to give kids a place to go until parents are home. There is a huge need for services in the community. Duggan reported that she plans on getting programs in the high school next.

City Recorder Payne reported...

- Nothing to report.

City Administrator Walsh reported...

- Talked about the Waterfront property. They are still pursuing funding sources.
- Working with Government Affairs & Project Support Specialist Barry to prepare for the Council Goals meeting.
- Updating the Community Development workflow.
- Working with Brown on the budget.
- Held a kick-off meeting last Friday for the St. Helens Industrial Business Park.
- Rail Study kick-off meeting at the Port of Columbia County tomorrow.

Event Coordinator Curry reported...

- Nothing to report.

5) **Council Reports**

Postponed until tonight.

6) **Other Business**

7) **Adjourn** – 3:40 p.m.

Executive Session

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens
CITY COUNCIL

Executive Session Summary

February 19, 2020

Members Present: Rick Scholl, Mayor
Keith Locke, Councilor
Ginny Carlson, Councilor
Stephen R. Topaz, Councilor

Members Absent: Doug Morten, Council President

Staff Present: John Walsh, City Administrator
Kathy Payne, City Recorder

Others: Tina Curry (present only during the discussion on the agreement)



At 4:02 p.m., Mayor Scholl opened the Executive Session pursuant to

- **Labor Negotiations**, under **ORS 192.660(2)(d)**; and
- **Real Property Transactions**, under **ORS 192.660(2)(e)**.

and then gave Council roll call.

The Executive Session was adjourned at 5:26 p.m.



ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens City Council

Public Hearing Minutes

February 19, 2020

Members Present: Mayor Rick Scholl
Council President Doug Morten
Councilor Ginny Carlson
Councilor Keith Locke
Councilor Stephen R. Topaz

Members Absent: None

Staff Present: John Walsh, City Administrator
Kathy Payne, City Recorder
Matt Brown, Assistant City Administrator
Margaret Jeffries, Library Director
Jenny Dimsho, Associate Planner
Sue Nelson, Interim Public Works Director
Brian Greenway, Police Chief
Jamin Coy, Police Officer
Tina Curry, Event Coordinator

Others: F. Brandon
Stephanie Patterson

1) **6:45 P.M. - Open Public Hearing**

2) **Topic**

2.A [Annexation of Approximate 0.93 Acre Site at North End of Windy Ridge Road \(Cinnaera\)](#)

Associated Planner Jenny Dimsho presented the staff reported dated January 22, 2020. A copy is included in the archive meeting packet. There were no ex-parte contacts, conflicts of interest, or bias in this matter. There were no objections from the audience for the Council to make a fair decision.

The applicant is requesting annexation to be able to connect to the City water system. The closest sewer line is over 200 feet away. They will work with the County to install a septic system. Their proposal is to build a single-family dwelling.

Based upon the facts and findings in the staff report, the Planning Commission and staff recommend approval and zoning the property R-10 to be consistent with other properties along Windy Ridge Drive.

No public testimony received.

3) **Close Public Hearing** – 6:53 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens City Council

Regular Session Minutes

February 19, 2020

Members Present: Mayor Rick Scholl
Council President Doug Morten
Councilor Ginny Carlson
Councilor Keith Locke
Councilor Stephen R. Topaz

Members Absent: None

Staff Present: John Walsh, City Administrator
Kathy Payne, City Recorder
Matt Brown, Assistant City Administrator
Margaret Jeffries, Library Director
Jenny Dimsho, Associate Planner
Sue Nelson, Interim Public Works Director
Brian Greenway, Police Chief
Jamin Coy, Police Officer
Tina Curry, Event Coordinator

Others: F. Brandon
Stephanie Patterson
Nancy Girard
Ken Forcier

1) **7:00 P.M. - Call Regular Session to Order**

2) **Pledge of Allegiance**

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

- ◆ Stan Girard, Booster Club President. Their mission is to provide after-school, school-sponsored athletics at the middle school and high school. Their biggest fundraiser is the annual auction, which is March 7 this year. He is requesting a donation of an auction item from the City. In the past they have received free park rentals from the City. The funds this year will help improve the baseball and softball fields.

Motion: Upon Carlson's motion and Topaz's second, the Council unanimously approved the donation of two park reservations to St. Helens Boosters. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

4) **Deliberations - Annexation of Approximate 0.93 Acre Site at North End of Windy Ridge Drive (Cinnera)**

Motion: Upon Carlson's motion and Topaz's second, the Council unanimously approved the annexation as recommended by staff. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

5) **Ordinances - Final Reading**

- 5.a Ordinance No. 3248: An Ordinance to Amend the City of St. Helens Comprehensive Plan Map for Certain Property from the Suburban Residential (SR) Designation to the General Commercial (GC) Designation and the Zoning District Map from the Moderate Residential (R7) Zone to the General Commercial (GC) Zone [SE Corner of Matzen and Brayden Streets Intersection]

Mayor Scholl read Ordinance No. 3248 by title for the final time. **Motion:** Upon Carlson's motion and Topaz's second, the Council unanimously adopted Ordinance No. 3248. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

6) **Ordinances - First Reading**

- 6.a Ordinance No. 3249: An Ordinance to Annex and Designate the Zone of Certain Property at 58865 Firlok Park Street

Mayor Scholl read Ordinance No. 3249 by title for the first time. The final reading will be held at the next regular session.

7) **Award Bid/Contract**

- 7.a Award Contract for N. 7th, N. 9th, & N. 11th Streets Waterline Improvement Project to C & M Excavation & Utilities, LLC in the amount of \$337,104
7.b Award Purchase of Bobcat 5600 Toolcat Utility Work Machine to Bobcat of Portland in the amount of \$63,733.58

Question. Council President Morten asked Interim Public Works Director Nelson if we have a trade-in for the Bobcat. Nelson said no. The existing unit wasn't worth trading in. They will continue using it until it stops operating. After that, it will be added to the surplus and then auctioned.

Motion: Upon Carlson's motion and Topaz's second, the Council unanimously approved '7a' and '7b' above. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

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

- 8.a Agreement with David Evans and Associates, Inc. for Columbia Blvd. Sidewalk and Safety Improvements Preliminary and Final Engineering
8.b Contract Payments

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

9) **Appointments to Boards/Commissions**

- 9.a Appointments to Boards and Commissions

Motion: Upon Morten's motion and Carlson's second, the Council unanimously appointed Walter Fowler to the Parks & Trails Commission. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

10) **Consent Agenda for Acceptance**

- 10.a Parks & Trails Commission Minutes dated January 13, 2020
10.b Planning Commission Minutes dated January 14, 2020

Motion: Upon Carlson's motion and Locke's second, the Council unanimously approved '10a' and '10b' above. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

11) Consent Agenda for Approval

- 11.a Declare Surplus Property - Public Works
- 11.b OLCC Licenses
- 11.c Amended Public Works Director Job Description
- 11.d Amended Police Support Specialist Job Description
- 11.e Stormwater Master Plan Update RFP
- 11.f Sanitary Sewer Master Plan Update RFP
- 11.g Accounts Payable Bill Lists

Question. Councilor Topaz reported that he has been looking at requirements other jurisdictions have for Public Works Director. Most of them require a Civil Engineering degree from an accredited university, as well as a PE. He wants to change the wording to require a degree from a university that is part of the Accreditation Bureau of Engineering and Technology (ABET) and have a PE. Discussion ensued.

Motion: Upon Carlson's motion and Locke's second, the Council approved '11a' through '11g' above. [Ayes: Scholl, Carlson, Locke, Morten; Nays: Topaz (only for item '11c')]

12) Mayor Scholl Reports

- Very good presentation by Dwight Unti at the work session. He would like the Finance Director to review our assets, including timber, to see what is available. Not receiving the BUILD Grant was disappointing but we should keep applying. In the meantime, we need to work as if we aren't getting the grant. He appreciated Dwight being straightforward.
- He read the 12 principles that the Council needs to live by into the record. He plans to read them at the beginning of each work session.
- The Council training was very good.

13) Council Member Reports

Council President Morten reported...

- He looks at the City's mission frequently when he comes into the room. It's a good thing to always keep in mind prior to making decisions.
- He read a letter into the record from the Samuel S. Johnson Foundation. They donated \$5,000 towards Phase II of the Veterans Memorial.
- Parks & Trails Commission had an interesting discussion about bees and beekeepers in the Botanical Garden park. Linda Zahl was directed to present her proposal to the Council.
- He skipped executive session today because he didn't trust where it was going without representation of an attorney to give them guidance. The attorney is here for the Council, not so much for staff. Moving forward, he requested an attorney be present at executive sessions. Mayor Scholl clarified that Walsh contacted the City attorney during the break and was advised that it was okay to go into executive session without an attorney present, except with consulting with an attorney, in which case you need one in attendance or on the phone.

Councilor Topaz reported...

- The Food Bank signs the first of the documents for the design of the new building.
- The High School robotics team is having a show and tell at the high school on Saturday.
- He had some problems with the presentation of the hotel. There were no indications that they have spoken with the Port or any other groups about developing the river.
- He has received some calls from people who dislike a four-way stop at the corner of St. Helens and S. 1st Street.

Councilor Carlson reported...

- Youth Council update:
 - St. Patrick's Day Bunco for youth
 - Earth Day clean-up in April
 - Youth friendly paint night at the Recreation Center in May
 - Day to spend with civics
 - Project for the Historic Landmarks Commission
- March and April are important. March 21st is Down Syndrome Awareness Day. April is Autism Awareness Month. She works with special needs adults. It's important to remember inclusion and patience.

Councilor Locke reported...

- He recommends holding a retreat or work session soon to talk about projects. Discussion of the upcoming meeting for goal setting.

14) **Department Reports**

City Administrator Walsh reported...

- Tokola Properties gave the City a list of things that should be accomplished to move forward on the Waterfront property. One is the need for an updated RFQ or RFP, another is a funding plan. Discussion ensued.

Police Chief Greenway reported...

- Nothing to report.

Interim Public Works Director Nelson reported...

- Nothing to report.

Associate Planner Dimsho reported...

- There is a debrief scheduled next week to review the BUILD grant application and determine how they can make it better.

Library Director Jeffries reported...

- Nothing to report.

Assistant City Administrator Brown reported...

- Nothing to report.

City Recorder Payne reported...

- Nothing to report.

15) **Other Business**

- ◆ Frank Brandon. He watched part of the meeting this afternoon. He requested a copy of the Tokola presentation that was done on the Waterfront property earlier today.

16) **Adjourn** – 8:02 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens City Council

Special Session Minutes

February 26, 2020

Members Present: Mayor Rick Scholl
Council President Doug Morten
Councilor Keith Locke
Councilor Ginny Carlson
Councilor Stephen R. Topaz

Members Absent: None

Staff Present: John Walsh, City Administrator
Matt Brown, Assistant City Administrator
Rachael Barry, Government Affairs and Special Projects Coordinator
Lisa Scholl, Deputy City Recorder

Others: Mary Hubbard

1) [Call Special Meeting to Order - 4:00 p.m.](#)

Government Affairs and Special Projects Coordinator Barry presented a PowerPoint presentation. A copy is included in the archive meeting packet.

City Administrator Walsh reviewed the SWOT results from the South County Leadership Collaborative.

Consensus of Council that the meeting was very beneficial, and they need to continue to meet on a regular basis. Discussion of when to meet next focused anywhere from three to six months. Staff leadership will work on a date to meet.

2) [Why We Serve](#)

Mayor Scholl

- He loves the community and serving.
- He applied because we didn't have an active mayor.
- The mills sponsored kid activities and supplemented the cost of sewer. We need to bring back industry.
- He wants a safe community where all are welcome.
- People want to help and serve but not be recognized for it.
- Community kindness and integrity.
- He's been misperceived by the Council but he's only in this for the community.
- Sense of urgency.

Councilor Locke

- Talked about the river view being amazing.
- Talked about volunteers they have lost through change.

- He would like to see the Ford Leadership Program active again to make those connections and work together as a community.
- He likes to serve. He needed to find a way to serve when he was battling cancer.

Council President Morten

- Talked about how much more you can get done in a small community. The City is just the right size for solving community problems. The people are ready to roll up their sleeves and volunteer with pride.
- Serving is key. He grew up as a team player and has carried that into college, military, coaching, teaching, improving his neighborhood, and now City leadership. He loves serving.

Councilor Carlson

- Talked about the help she received from the community during her battle with cancer.
- We're a team and we work together as a community in this group.
- Inclusion comes when you get involved. Open up to the community and be yourself.

Councilor Topaz

- Thinks we work our volunteers to death. The number of volunteers is low. We have a lot of opportunity but have given up.
- People don't remember the good of the community. There is opportunity.
- We think poor.
- There's a problem of not working together. You need to work with your neighbor.

What Council Least Enjoys About Serving

Mayor Scholl

- The slow process of government. He doesn't like it when he can't tell people what's happening in the community.
- Doesn't feel like Council is always heard by staff and acted upon. Council said to do one thing and then staff spent two years working on what they didn't want.

Councilor Locke

- Least likes how long it takes to get things done.

Council President Morten

- The breakdown and ineffectiveness of not getting things down. There has been a lot of emotional tension with disagreement.

Councilor Carlson

- Her vacation time is used serving. She wants to feel like it matters. She leaves meetings and doesn't know if it's worth it. The stress has been overwhelming. There are good people with good hearts doing the best they can.

Councilor Topaz

- Finds it upsetting about not getting information from staff.
- The tension here is not a big deal. Sometimes you win and sometimes you lose, but you keep going. If you can't pick up and get going, this is not the place to be. We need to work as a team. Sometimes both are right but there is more than one way of doing it.

6) **Working Dinner 5:00 - 5:50 p.m.**

3) **Mission**

To provide quality, effective and efficient service to our citizens. By doing so we will:

- Develop and preserve the highest possible quality of life for our residents, businesses, and visitors
- Provide a safe and healthy environment within a sound economic framework
- Provide leadership which is open and responsive to the needs of the community and works for the benefit of all

Discussion of mission. The first sentence is a mission. The bullets are more like goals. Consider changing citizens to community.

4) **Who Do We Serve?**

Barry presented the population and census numbers. Discussion ensued about:

- People employed by the high-tech industry are moving here with high paying jobs and pricing out the home market for lower income families.
- Would like to see businesses be able to hire more employees.
- Attracting medical facilities here.
- High number of veterans in our community. Need more veteran services and funding.
- Diversity among abilities in St. Helens.
- Most of the tax on transportation is going to metro transportation and not staying here for CCRider. The tax stays with the place of the employer and not the employee.

Break 5:30

5) **Individual Mission**

Accomplishments – Past & Future

Councilor Locke

- Started Grey Cliffs Park
- Kept 13 Nights on the River going
- Maintained Sand Island for years
- Wants to make sure the projects we've worked on move forward.

Council President Morten

- Wants to make sure projects are sustainable.
- Wants to instill a trust in City government for our citizens.

Councilor Carlson

- Wants to bring more people to the table so people aren't left out of the process.
- Wants the City to be more inclusive.
- Everyone should get the same service and play by the same rules.

Councilor Topaz

- Started it with SHEDCO and Maritime. They both lasted about five years and then died.
- The City doesn't work well with people who accomplish things.
- Would like to establish the Waterfront from Grey Cliffs Park to Scappoose Bay Kayaking. Waterfront means entertainment, fishing, education, etc.

Mayor Scholl

- Wants to bring a cohesive group together to help the City move forward. Individual projects are self-serving. Need to let in new blood and new ideas. He feels very small in the middle of a large government entity. Our citizens would love to have more input. We take offense to it because it might affect our department or our own mission. He's not self-serving. It's "we." He is only one of four votes.
- Citizens Day in the Park came together as a team.
- Friday Night Cruise-ins came together with help from Highway 30 Cruisers.
- We're not just about parks. We have a lot of parks that we can't fund.
- These are business meetings. To move the City forward, we must move things along.

7) **Leadership and Governance**

Areas for improvement for the Council collectively:

Councilor Carlson

- Have been talking about fireside chats for years and none have been planned. Communication needs to continue with the public. She doesn't want to continue to pester staff about getting things done. It should get done when they ask.

Council President Morten

- Communication has improved with the public. When he first started, it was only through the newspaper. Now we have a newsletter and active social media. Staff is trusted to communicate in writing for the Council, which he thinks they do effectively. Council's job is to be out in the community talking to people. Need to continue to encourage staff to reach out to the community.

Mayor Scholl

- We need to add staff if we can't get things done. The Building Official is overworked. Builders are willing to pay more to get their permits sooner. We used to have three building inspectors and now only have one. Building brings jobs and builders don't want to come here.

Discussion ensued about adding staff versus reviewing internal processes. Community Development processes are being looked at for efficiency improvements. Barry reminded Council that they can set this as a priority.

8) **Differences in Strategic Planning v. Goals**

Barry defined the differences in organizational goals and strategic planning. The City is constantly moving and needs to be ready to change. Discussion ensued about a strategic plan. Need to keep the community engaged and updated.

10) **2020-21 Council Goals and Objectives**

10.A **19-20 Goal Review**

Review of Goals in the PowerPoint presentation. Discussion of honoring the history and uniqueness of St. Helens. Need to capture the culture.

Goal 1

- Completed bullet points one and two
- Add the need for more communication from staff to Council

Goal 2

Discussion/ideas:

- A strong partnership has been cultivated with the school district. Communicating these partnerships with the community is important.
- Instill trust in citizens.
- Building relationships and creating an action plan.
- A lot of cultural improvements have been made in the last six to eight years.
- Communications and tourism have greatly improved.

Goal 3

Councilor Carlson

- Should include code enforcement, safe routes to school, and after-school programs.

Mayor Scholl

- Suggested adding a bullet for enhancing the natural landscaping and green space.

Council President Morten

- Need a goal for preserving our historic documentation, improving our cultural integrity, and implementing arts. The bronze statues are amazing, but they need to be in a better location. Staff needs to take more control. Councilor Topaz argued that staff should have less control.

Discussion of a Waterfront trail.

Goal 4

Discussion/ideas:

- Prioritize properties that have the most potential.
- Work with the Port of Columbia County.
- Hire a headhunter.
- Feasibility study for the local broadband service. St. Helens would be a good market. Discussion of what would be available. We don't qualify for financial assistance because we're not rural enough and we have good service.
- Investigate a fee increase to afford a building inspector.
- Campaign for industrial and residential development to attract people to live, work, and play here.
- Review Community Development processes. Council identified the problems, staff met and discussed changes, and will bring back recommended changes to Council. Emphasis to communicate changes well with the public.
- Combine bullets four and five.
- Need a coherent strategy for the riverfront.

Goal 5

Discussion/ideas:

- Need someone to lead the vision.
- Communicate with the high school about supporting programs.

12) **Next Steps**

Barry thanked the Council for their input and getting through the tough part. Direction needs to come from Council for staff to function appropriately. Mayor Scholl wants to be able to contact one staff person to find out the status of the project.

Barry recommends staff clean up the document, bring it back to Council with a SWOT exercise, prioritize, and then direct staff. Brown added that projects need to be prioritized to direct staff.

Mayor Scholl wants to move forward on the Waterfront Development project and supplement it with timber money for five years. Urban Renewal will pay back that investment.

13) **Council Team Agreement**

Council sets the tone for the culture in the City. Barry reviewed example team agreements. They cannot move forward if they're not unified.

Mayor Scholl has been re-energized knowing he's doing things for the right reasons.

14) **Adjourn** – 7:47 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Lisa Scholl, Deputy City Recorder

Rick Scholl, Mayor

City of St. Helens City Council

Work Session Minutes

March 4, 2020

Members Present: Mayor Rick Scholl
Council President Doug Morten
Councilor Ginny Carlson
Councilor Stephen R. Topaz

Members Absent: Councilor Keith Locke

Staff Present: John Walsh, City Administrator
Matt Brown, Assistant City Administrator
Lisa Scholl, Deputy City Recorder
Brian Greenway, Police Chief
Sue Nelson, Interim Public Works Director
Jacob Graichen, City Planner
Margaret Jeffries, Library Director
Crystal King, Communications Officer
Terry Massey, Police Officer
Tim Ramis, City Attorney
Tina Curry, Event Coordinator

Others: B. Johnston Patrick Birkle Jennifer Anderson
Chrissy Marquardt Shauna Stroup Bill Blank
Nathan Smith Boyd Ruby

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

Mayor Scholl read Council Principles to Live By into the record.

2) **Visitor Comments**

- ◆ **Patrick Birkle.** Addressed the Council on several topics.
 - Kudos to Associate Planner Dimsho and Public Works for their work on the new 5th Street Trail. Glad to see staff is being sensitive to surrounding property owners. Encouraged Council to visit the trail.
 - Likes the idea of multi-use buildings with businesses downstairs and residences upstairs on the Waterfront property. Cautioned the Council on how high they allow building and the potential impacts it could cause.
 - Saw the potential RV park by the Recreation Center. It appears that some of the RV spaces were right against the creek. He encouraged Council to retain public access to the trails with a buffer.
 - It would be useful to develop a plan to control obnoxious weeds in the City.

Mayor Scholl responded that staff has been working with Chip Bubl at the OSU Extension Office for the obnoxious weeds.

- ◆ Shauna Stroup-Harrison. She asked for an update on the lagoon.

Mayor Scholl explained that the City is waiting for the findings to be returned. City Administrator Walsh added that the report is at DEQ. It should be available within the next 60 days. Mayor Scholl talked about a report in the newspaper that was incorrect.

Shauna also expressed concerns about Waterfront buildings being built in a floodplain.

Mayor Scholl announced that David Schmoor passed away. Shauna is working on setting up a scholarship in his name.

3) Discussion Topics

3.A Semi-Annual Report from Chamber of Commerce - Chrissy Marquardt

Chamber Director Chrissy Marquardt presented her report.

- 60 people attended the first Coffee & Commerce of the year.
- Reviewed the Chambers 2020 goals:
 - Membership value proposition
 - Continued financial stability and Chamber growth
 - Continued partnerships
- The City donated \$1,500 to the Chamber for the sink installation to operate the coffee cart. The inspector determined that a sink modification is not needed because the coffee cart is being operated by the St. Helens Lions Express, who has a special license for the coffee cart. They have not discussed how those funds will be reallocated.
- The coffee cart will open on Tuesday, April 7. They will be open on Tuesdays and Fridays, 9 a.m. – noon, when Erynn from Cakehouse will be there.
- Cakehouse is doing very well.

City Administrator Walsh pointed out that Council made the motion to donate funds for the sink. Discussion ensued about the sink. Mayor Scholl suggested the Chamber move forward with the sink. Chrissy received two bids for the sink work and the cost was over \$1,500. Mayor Scholl suggested she contact Pacific Stainless.

- Currently have 167 Chamber members. They have a goal to reach 200 by the end of the year.
- Launched a Chamber ambassador program. It includes active members being out in the community promoting the Chamber and helping run the Coffee & Commerce.
- Reviewed recent Board changes. New Board members were added.
- Upcoming events:
 - Ribbon cutting ceremony at Real Eye Zing Art next week.
 - Partnered with Wauna Federal Credit Union and Cascade Crest Insurance to offer business education classes for the community. There is an active survey for feedback on what people want to learn.
 - Coffee and Commerce at Warren Grange on March 13.
 - Job Fair on March 13.
 - Postponed the awards ceremony until the Fall. It gives them more time to prepare and stabilize funding.

3.B Habitat for Humanity Donation Request for Housing Public Forums - Jennifer Anderson

Jennifer Anderson and Bill Blank were in attendance to present their request. A copy is included in the archive meeting packet.

First, they reviewed upcoming events:

- Celebration of warehouse remodel on March 12. Received \$19,000 from the Oregon Community Foundation and \$7,500 from Columbia River PUD.
- Wall raising event on March 21 for the new home project on S. 7th Street.

Jennifer reviewed the proposed public forums for housing instability and homelessness in rural communities. Senator Betsy Johnson has agreed to attend. There's been a lot of enthusiasm in support of the proposal.

Council concurred there is a housing problem.

Motion – Upon Topaz's motion and Morten's second, the Council unanimously donated \$750 from Council funds to Habitat for Humanity.

3.C City Planner Report - Jacob

City Planner Graichen reviewed the January and February reports. Copies are included in the archive meeting packet.

January

- Enforcement of a hemp drying business.
- Enforcement of a large shop built next to a house on Gable Road.
- Enforcement of RV living on church property on Gable Road.

February

- Met with people looking at the Armstrong property.
- Had a pre-application conference at the old Violette's Villa property. The proposal is for a grocery store/retail development.
- Assisted staff and DSL with legal descriptions for the lease on the Multnomah Channel.
- Recent work done at the Vagt building should have gone through architectural review. They are working it out.
- There is a vacancy on the Planning Commission.
- Conducting GIS data updates.
- Assisted staff with software reinstalls after the cyber-attack.
- DSL has concurred with the wetland delineation for the St. Helens Industrial Park property. Army Corps of Engineers is working on their approval.
- Working on the Millard Road property zone change. Council consensus was to zone it Mixed Use. It's a priority with a two-year time limit based on the easement.
- Working with legal counsel for the two-year extension of Chase Road easement.
- The kick-off meeting for St. Helens Industrial Park was held this month.

An ordinance on tonight's agenda includes the house behind the City parking lot. He showed a map from 1980's and a more recent one showing designated landmarks.

Council President Morten asked if construction dates qualify a building as historic. Graichen explained that historic properties are generally over 50 years old. If it's less than 50 years, it may be included for significant reasons. Council President Morten talked about a world-famous architect that built his first residential design here in the 1950s. It's at 474 Grey Cliffs Drive. Graichen agreed that it would be a good candidate for a secondary list. He wasn't aware of it.

Graichen reviewed a list of goals/projects to work on as time allows. He asked if Council wants Planning staff to continue attending to give reports once a month. Council agreed that they do. Mayor Scholl urged Graichen to notify the Council if staff needs direction.

Mayor Scholl asked if a private engineer will be following projects for final approval. Interim Public Works Director Nelson concurred that they are the final approval. However, they can designate the City to oversee a project.

3.D Update on FY 2020-2021 Budget Planning

Finance Director Brown reviewed a PowerPoint presentation. A copy is included in the archive meeting packet.

Budget Process:

- Staff requests
- Council direction
- Budget preparation
- Budget Committee review
- Council adoption

Discussion ensued:

- Restrictions for new playground chips.
- Brown to investigate other cities that have good cyber security.
- Communications Officer King to bring back a proposal to the next meeting on costs to publish a quarterly newsletter to include in utility bills. It's approximately \$5,000 – 8,000/year or \$1,500 for one double-sided document to be added to the utility bill.
- The need for increased cleaning services provided by the janitorial contractor. Councilor Carlson declared that she works with many of the people who are currently contracted.
- A ribbon cutting ceremony for the Utility Billing office when the work is complete.
- Forecasts for the water, sewer, storm, and general funds.
- Staff is working together to balance the budget.

4) Department Reports

Communications Officer Crystal Farnsworth reported...

- Update on coronavirus. Columbia County Public Health has taken the lead. They are working with Emergency Management and CDC. They are distributing messages to employers to send to employees. The School District has sent messages to employees and families. Regional information sharing conference calls are being held weekly. There is a very low risk to most people at this point. Handwashing, covering your mouth, and disinfecting surfaces often is important.

3.E Update on Citizens Day in the Park Planning

Mayor Scholl reported that the event will be held on the third or fourth Saturday of June. He expressed concerns about lack of volunteers. Council President Morten invited Mayor Scholl to attend the next Kiwanis meeting. Councilor Carlson suggested tapping into local groups to get

volunteers. Mayor Scholl directed staff to advertise the need for volunteers and space for nonprofits to setup vendor booths and to help. Brown reported that the Recreation Program can help but need clear directions of what is needed. Deputy City Recorder Scholl said it would be helpful to have a date. Mayor Scholl suggested it be advertised as one the last few weeks of June.

4) Department Reports...continued

Chief Greenway reported...

- Nothing to report.

Interim Public Works Director Nelson reported...

- All the projects Graichen listed come through the Public Works Department as well. They are just as busy with their own projects.
- The waterline project begins in March. A preconstruction meeting will be held next week.
- Working on a small project to replace manhole covers.
- Parks is already mowing grass.

Library Director Jeffries reported...

- Requested permission to close the Library at 5 p.m. on Monday, June 8 to celebrate Diane Barbee's retirement after 32 years with the City.

Motion: Upon Topaz's motion and Morten's second, the Council unanimously approved closing the Library at 5 p.m. on Monday, June 8, 2020.

- Requested permission to close the Library on Friday, July 3 and Saturday, July 4.

Motion: Upon Topaz's motion and Morten's second, the Council unanimously approved closing the Library on Friday, July 3, 2020 and Saturday, July 4, 2020.

- "Wake Up for United Way" fundraisers are being held tomorrow at coffee shops in Clatskanie, Rainier, and Scappoose in support of the Dolly Parton Imagination Library.
- Attending the statewide semi-annual Library Director's meeting on Friday.
- Columbia County Reads 2020 has been published in the Spotlight and hopefully soon in the Chronicle.

Assistant City Administrator Brown reported...

- Nothing to report.

Deputy City Recorder Scholl reported...

- Nothing to report.

Event Coordinator Curry reported...

- Thanked Public Works Supervisor Dave Elder for taking the lead with coordinating the trailers that came in.
- Thanked Parks Field Supervisor Thad Houk for clearing a location that is amiable for everyone.
- No one has stolen our cigarette containers. She is seeing fewer cigarette butts on the streets.
- Received a Flat Stanley in the mail. She is taking pictures with it and posting them online.
- Molly's Market is selling St. Helens postcards.
- The Police Department did a great job helping with crowd control at last year's Spirit of Halloweentown parade.

- Asked if the 4th of July fireworks will be shot from Sand Island or the Waterfront property this year. It costs about \$4,000 more to do it at the Island, which gives you less of a show. Discussion ensued. Consensus of Council to increase fundraising and shoot the fireworks from the Island.
- Spoke at the Kiwanis luncheon last week. They were very appreciative of tourism and the City supporting them.

City Administrator Walsh reported...

- There is a trip to Independence tomorrow for training and education about their waterfront property.
- The first Goal setting meeting was held last week. Step two is next Wednesday.
- Continuing to work on the Waterfront development project.
- Applying for the BUILD grant again.
- Inventorying City assets and pursuing grants to capitalize on development projects.

5) **Council Reports**

Postponed until tonight's meeting.

7) **Other Business**

8) **Adjourn** – 3:30 p.m.

Executive Session

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Lisa Scholl, Deputy City Recorder

Rick Scholl, Mayor

City of St. Helens
CITY COUNCIL

Executive Session Summary

March 4, 2020

Members Present: Rick Scholl, Mayor
Doug Morten, Council President
Ginny Carlson, Councilor
Stephen R. Topaz, Councilor

Members Absent: Keith Locke, Councilor

Staff Present: John Walsh, City Administrator
Tim Ramis, City Attorney
Lisa Scholl, Deputy City Recorder

Others: None



At 3:45 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call.

- **Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h)**
 - Discussion of executive session process and rules.
- **Real Property Transactions, under ORS 192.660(2)(e)**
 - Reviewed WCP draft lease agreement.

The Executive Session was adjourned at 4:37 p.m.



ATTEST:

Lisa Scholl, Deputy City Recorder

Rick Scholl, Mayor

City of St. Helens City Council

Regular Session Minutes

March 4, 2020

Members Present: Mayor Rick Scholl
Council President Doug Morten
Councilor Ginny Carlson
Councilor Stephen R. Topaz

Members Absent: Councilor Keith Locke

Staff Present: John Walsh, City Administrator
Matt Brown, Assistant City Administrator
Lisa Scholl, Deputy City Recorder
Brian Greenway, Police Chief
Margaret Jeffries, Library Director
Sue Nelson, Interim Public Works Director
Tina Curry, Event Coordinator
Terry Massey, Police Officer

Others: F. Brandon

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

2) **Pledge of Allegiance**

3) **Visitor Comments**

No visitor comments.

4) **Ordinances - Final Reading**

4.a Ordinance No. 3249: An Ordinance to Annex and Designate the Zone of Certain Property at 58865 Firlok Park Street

Mayor Scholl read Ordinance No. 3249 by title for the final time. **Motion:** Upon Carlson's motion and Topaz's second, the Council unanimously adopted Ordinance No. 3249. [AYES: Carlson, Topaz, Scholl, Morten; Nays: None]

5) **Ordinances - First Reading**

5.a Ordinance No. 3250: An Ordinance Adding a Historic Resource (Building) to the Designated Landmarks Register and Amending St. Helens Municipal Code Section 19.20.030

Mayor Scholl read Ordinance No. 3250 by title for the first time. The final reading will be held at the next regular session.

5.b Ordinance No. 3251: An Ordinance to Annex and Designate the Zone of Certain Property Located at the End of Windy Ridge Drive, Also Described as Parcel 2 of Partition Plat No. 2002-13

Mayor Scholl read Ordinance No. 3250 by title for the first time. The final reading will be held at the next regular session.

6) **Resolutions**

- 6.a Resolution No. 1875: A Resolution of the Common Council of the City of St. Helens Adopting a Collective Bargaining Agreement with the St. Helens Police Association

Mayor Scholl read Resolution No. 1875 by title. **Motion:** Upon Carlson's motion and Topaz's second, the Council unanimously adopted Resolution No. 1875. [AYES: Carlson, Topaz, Scholl, Morten; Nays: None]

7) **Approve and/or Authorize for Signature**

- 7.a Extension of Contract with Hasa, Inc. for Sodium Hypochlorite at the WWTP
- 7.b Contract Payments

Question. Council President Morten asked what the sodium hypochlorite is used for and if it's stored on City property. Interim Public Works Director Nelson responded that it's stored on site in bulk. It is used for disinfection of the primary effluent before it goes into the secondary lagoon.

Motion: Upon Carlson's motion and Topaz's second, the Council unanimously approved '7a' and '7b' above. [AYES: Carlson, Topaz, Scholl, Morten; Nays: None]

8) **Appointments to Boards/Commissions**

- 8.a Appointments to Boards and Commissions

No appointments to Boards or Commissions.

9) **Consent Agenda for Approval**

- 9.a Council Work Session, Public Hearing, Regular Session, and Special Session minutes dated January 15, February 5, and February 12, 2020
- 9.b Ratification of License Agreement with Special Entertainment Events, Inc. for Luminight Lantern Festival
- 9.c Declare Surplus Property - Public Works
- 9.d Declare Surplus Property - City Hall
- 9.e OLCC Licenses
- 9.f Accounts Payable Bill Lists

Question. Councilor Topaz does not see the need to ratify the license agreement when it was already signed on February 24. He does not recall it being approved at a Council meeting. There has been no public discussion about the project. Discussion ensued.

Motion: Upon Carlson's motion and Topaz's second, the Council unanimously approve '9a' and '9c' through '9f' above. [AYES: Carlson, Topaz, Scholl, Morten; Nays: None]

Mayor Scholl reported that they were all notified of the change in location. They all liked the project but didn't like the location in McCormick Park. Walsh added that purchasing rules allow up to \$75,000 for city administrator decisions. The issue of backdating is not uncommon. They sometimes need to do that to move things forward before the next meeting.

Councilor Topaz has concerns about the health and safety. Mayor Scholl understands the need to be cautious. Extensive screening to protect our citizens needs to be done. Walsh pointed out that the contract is the responsibility of the owner. If they can't follow through, the City gets the money back.

Discussion ensued. Councilor Topaz wants to see it on a work session to allow public comment. Council President Morten wants to know when a decision was made in front of the public. It was discussed during executive session. The decision was made by Walsh.

Motion: Upon Carlson's motion and Morten's second, the Council approved '9b' above. [Ayes: Carlson, Scholl, Morten; Nays: Topaz]

10) **Mayor Scholl Report**

- There is a lot of building and development going on.
- The Violette's Villa apartment complex is almost done. They are requesting temporary occupancy for two of their buildings at the end of March.
- A Council Goal is to serve citizens better. There is room for growth. He gets more done with collaboration and working as a team. They owe it to the citizens to move the big projects forward and look at departments that need improvements. He would like the Council to be more collaborative. They have gotten better at being courteous with one another.

11) **Council Member Reports**

Council President Morten reported...

- Had a productive outcome from the Goal Setting meeting. It led to the request to look at projects from staff and Council. He began working on that right away.
- He requested a list of priorities from Parks & Trails Commission Chair Carmin Dunn:
 - complete Godfrey Park updates
 - bench on Nob Hill Park overlook
 - urban trail
 - 5th Street trail
 - fence dog park at Grey Cliffs Waterfront Park
 - chuck-it kiosk at McCormick Park
 - splash pad at Civic Pride Park
 - new play equipment for McCormick Park and Campbell Park
 - hoping to win the Blazers MODA Assist program to help with McCormick Park improvements
 - new bleachers on 6th Street
 - signage for native species at Dalton Lake Botanical Gardens
 - maintenance for poison oak, ivy, and scotch broom removal at Botanical Gardens
- He added priorities of his own:
 - add a float to the pilings at Grey Cliffs Waterfront Park to launch canoes
 - have Public Works clean up in front of the Chamber of Commerce and put up service group signs

Councilor Topaz reported...

- Asked Nelson if you go through the Marine Board to put up floats at the park. Nelson responded that the Marine Board would be an excellent contact for potential funding. Permits would likely come from the Corp and DSL. She suggests working with the Marine Board for grants, which often includes engineering services as well as assistance with permits.

Councilor Carlson reported...

- Encouraged all abilities accessibility for the docks.
- Youth Council is working on Spring activities:
 - St. Patrick's Day themed Bunco night, March 16
 - Earth Day Cleanup Day in April
 - Family Art night in May
- Talked about the students being sensitive to the virus and their concerns.
- There was a discussion about a ribbon cutting at Utility Billing. She suggested holding an after-hours Chamber event here. It invites local businesses during closed hours.
- There was fire damage at Columbia View Park. When will it be open? Walsh responded that they should open this week.
- Asked about the timed doors at park restrooms. Nelson responded that they are at all the restrooms except for here because of the fire damage.
- Addressed the budget.
 - The Library does wonderful things, but their hours are limited. She would like to discuss extending them on Saturdays.
 - Community impact fees are being collected for cannabis. Where is that money being spent on education?

Council President Morten said that he joined the Chamber of Commerce when he first moved here. He noticed that there was a museum there at that time. It was operated by RJ Brown. He suggested the Chamber Board ask for products from their businesses so people can see what local businesses have to offer. He suggested Councilor Carlson take that to the Chamber. Councilor Carlson said they are moving towards a business incubator. That will give home-based businesses a place to temporarily move their business. There are racks and customer space in there. They are refocusing on membership. They meet on the third Tuesday each month and will bring that suggestion back to them.

Councilor Topaz pointed out that there are a lot of active people in the community who do not have a Library card. He wants to see them get Library cards.

12) Department Reports

Chief Greenway reported...

- Nothing to report.

Interim Public Works Director Nelson reported...

- Parks & Trails Commission Chair Dunn mentioned the MODA program in her report. The opportunity came up last week. The Trail Blazers have a MODA Assist Program. For every assist the Blazers make in a regular season game, \$10 is donated by the Blazers and \$10 donated by MODA to the winning city for park improvements. Three cities compete for votes to win. A decision was made quickly last week to participate. Voting begins soon. The winning city last year was Baker City and they received about \$33,000. It will go towards the playground equipment in McCormick Park. Astoria and Sandy are the other participating cities.
- They are already mowing. In the past, they hired a summer worker in March. Is it okay to begin recruitment now? Council concurred.
- Councilor Carlson asked about the mower purchase. Nelson reported that it replaces the 21-year-old mower next fiscal year. It's not very dependable anymore.
- Mayor Scholl asked about the surplus property list. Nelson responded that there are two online options. It's more costly to do it ourselves. The City received the full cost of online

auctions, the buyer pays a fee. If we do it ourselves, it costs staff time to do inventory, write descriptions, hire an auctioneer, and get a facility. Mayor Scholl volunteered to do an auction onsite on a Friday afternoon. They can do it as a sealed bid without an auctioneer. He wants to see local people making the purchases.

Library Director Jeffries reported...

- Nothing to report.

Assistant City Administrator Brown reported...

- City Recorder Payne was going to ask about doing away with Concession Agreements. Food trucks on City property give the City a percentage. There is a lot of staff time but very little return. He wants Council's opinion before taking it to the Parks & Trails Commission. Discussion of all the work involved with them. Tina pointed out the need to have insurance. Brown agreed that insurance will still be required. Council President Morten asked for Brown to report the proposal to the Parks & Trails Commission.

Deputy City Recorder Scholl reported...

- Nothing to report.

City Administrator Walsh reported...

- There is a Department of State Lands lease for the area in front of Grey Cliffs Park. He's not sure if it includes the area around the pilings. He agreed that the Marine Board is an excellent resource. Mayor Scholl suggested a fully accessible fishing dock there.
- Working on improvements to be able to re-open the Columbia View Park restrooms.
- The collective bargaining agreement resolution with St. Helens Police Association went through quietly. He thanked the Police Association for a successful bargaining session and a mutually beneficial contract.
- Community Development Department staff has met to talk about processes to get permits out timelier. They are trying to improve the process.

13) **Other Business**

14) **Adjourn** – 8:10 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Lisa Scholl, Deputy City Recorder

Rick Scholl, Mayor

City of St. Helens

Job Title: Administrative Billing Specialist
Department: Administration
FLSA Status: Non-Exempt
Union: Yes, when working on average 24 hours or more per week.
Created: March 18, 2020
Wage Scale: Administrative Billing Specialist

GENERAL PURPOSE

Performs routine clerical, administrative, and data processing tasks. Coordinates and processes bank deposits and processes utility billing uploads and adjustments. Performs other related public services in support of Administration Department operations.

SUPERVISION RECEIVED

Works under the general supervision of the Finance Director.

JOB DUTIES AND RESPONSIBILITIES

General:

- Reconciles and processes receipts/deposits from all departments.
- Processes incoming and outgoing mail.
- Provides backup during absence of other staff in related positions.
- Directs incoming phone calls from the general public to the correct individual.
- Responds to general dock service inquires which may include explaining limitations stipulated by municipal code.
- Maintains and reconciles City Hall petty cash.
- Supply ordering.
- Ability to establish successful working relationships.
- Ability to work with angry and/or difficult customers.
- Ability to communicate effectively verbally and in writing.

Bank Processing:

- Prepares daily deposits after batch closing.
- Reconciles, prepares and takes deposits to bank.
- Scans physical checks electronically to bank.
- Pursues any cash receipt batches left open for more than two (2) business days.
- Performs daily upload of billing information.

Municipal Court:

- Processes Municipal Court payments.
- Answers general court-related questions and inquiries.
- Accepts payments for Municipal Court when necessary.

Utility Billing:

- Prepares utility adjustments for Finance Director's approval. Posts adjustments after approval.
- Pursues collection of delinquent utility accounts, including preparation and mailing of final notices, and shut-off and turn-on orders.
- Prepares and coordinates printing of all billings.
- Reviews meter reading data for possible errors before bills are printed. Reviews billings for correctness and accuracy. Recalculates bills which have been issued to customers improperly.

- Processes late fees and reconnect fees.
- Maintains current customer account files.
- Receives telephone calls and citizen visits concerning utility billings or services; answers questions and responds to citizen complaints.
- Processes/creates new utility accounts.
- Processes payments for utility billing accounts.
- Processes work orders for utility disconnections, reconnections, new orders, and other public works service requests related to Utility Billing.
- Prepares special billings as necessary for utility accounts.

Business Licenses:

- Processes business licenses which includes maintaining records, sending yearly renewals, processing payments, creating reports, and updating forms as needed.
- Generates/reviews new business license applications and coordinates approval from other departments as necessary.
- Processes Oregon Liquor Control Commission (OLCC) licenses and renewals.
- Prepares reports for business licenses and OLCC licenses for approval by City Administrator and City Council.
- Answers general business license questions.
- Pursues collection of delinquent business license accounts.

MINIMUM QUALIFICATIONS

- Graduation from high school or GED equivalent.
- 2+ years of experience in general office practices such as typing, data processing, and customer service.

DESIRED QUALIFICATIONS

- 2+ years of experience in banking services or other positions related to cash handling.
- Working knowledge of computers and electronic data processing; working with modern office practices and programs such as Microsoft Word and Excel.
- Skills in operating computers, 10-key calculator, phone, fax, and copy machine.
- Ability to perform arithmetic computations accurately and quickly.
- Ability to work under pressure and frequent interruptions.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk, use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 25 pounds.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Usual office working conditions. The noise level in the work area is typical of most office environments with telephones, personal interruptions, and background noises but may be a little loud depending on the day.

EMPLOYEE ACKNOWLEDGEMENT

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

ACKNOWLEDGEMENT

I acknowledge that I have received a copy of the **Administrative Billing Specialist** job description. I understand that it is my responsibility to adhere to the guidelines of the expectations and job duties and responsibilities outlined within this job description.

Employee Signature: _____

Date: _____

Print Name: _____

Manager Signature: _____

Date: _____

Created: 4/1/2020

City of St. Helens

Job Title: Recreation Program Specialist
Department: Recreation
FLSA Status: Non-Exempt
Union: Non-union if fiscal year average hours is 23 hours or less per week
AFSCME union if fiscal year average hours is 24 hours or more per week
Created: March 18, 2020
Wage Scale: Recreation Program Specialist

GENERAL PURPOSE

This position participates and may also lead Recreation staff in facilitating recreation activities for participants of all ages; a variety of duties and tasks may be assigned. If working at School District Facilities with students, will be required to pass a pre-employment background check and drug screening conducted by the St. Helens School District.

Availability during normal business hours (M-F 8-5) as well as some early mornings, evenings and weekends as needed.

SUPERVISION RECEIVED

Works under the general supervision of the Recreation Manager.

SUPERVISION EXERCISED

None.

JOB DUTIES AND RESPONSIBILITIES

General:

- Facilitates recreation activities, including games, sports, arts and crafts projects, special interests' projects, and other related activities.
- Participates in keeping attendance records of recreation participants, including making sure those in attendance are registered.
- Ensures the safety and security procedures are followed by participants, including learning safety and security procedures, monitoring and reminding participants to follow safety procedures.
- Enforces department rules and regulations, including learning department rules and regulations, ensuring that participants are following the rules and regulations.
- Assists with a variety of facility and event functions.
- Keeps immediate supervisor and designated others accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems.
- Attends meetings, conferences, workshops, and training sessions and reviews publications and audio-visual materials to become and remain current on principles, practices, and new developments in assigned work areas.
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities.
- Responds to citizens' questions and comments in a courteous and timely manner.
- May provide clerical support when needed.
- Assists in Recreation Center and other recreation-site operations.
- Collects payments.
- Assists with marketing for related recreational activities.
- Performs other directly related duties consistent with the role and function of the classification.

- Facilitates activity sessions in such a way that all participants feel valued, safe, and part of a team.
- May take a lead in the coordination and delivery of outdoor programs.
- Flexibility to work weekends and evenings.
- Ability to relate positively with people of all ages and backgrounds.
- Willingness to learn new skills and undertake training when required.

SHARP Program:

- May assist and plan daily activities for SHARP Program.
- Ensures all paperwork for children is correct and updated with any changes.
- Communicates and attends lunch and snack programs including summer lunch program and attend management meetings with St. Helens School District.
- Work within St. Helens School District policies and confidentiality requirements.
- Monitors daily procedures for drop-off, daily activities, and pick-up times.
- Provides necessary and appropriate consequences to help manage challenging behaviors and communicates with management when child behavior becomes unmanageable or unsafe.
- Provides parent or guardian with accident or incident reports for signature or review when required.
- Follows mandatory reporting laws in the State of Oregon.
- Ensures the safety, cleanliness and organization of classrooms by assisting with daily cleaning tasks.
- Assist in responding to emergency situations by following emergency action plans, contacting appropriate agencies and document incidents as necessary.
- Make phone calls to parents when child is hurt or being unsafe towards themselves and/or others.

Recreation Program Marketing:

- Works with City's Communications Officer, responds and posts on social media outlets regarding news and information relating to Recreation Department.
- Creates flyers, brochures, and recreation catalogs, and distributes for the Recreation Department, including flyers, brochures, and recreation catalogs.
- Assists with public relations duties in coordination with Recreation Manager.

Youth Sports Program:

- Assists with management of recreational sports programs as directed by Recreation Manager. This includes creation of teams, schedules, facility reservations, etc.
- May assist in management of and developing officials, coaches, and volunteers.
- May instruct/assist in development of classes and programs around sports.
- May assist in planning sports camps.
- Assists with coaching at sports camps, if necessary.

MINIMUM QUALIFICATIONS

- Must be age 18 years or older.
- CPR/AED/First Aid certified (or ability to obtain within 2 weeks of hire date).
- Must have or be able to obtain a valid Oregon driver's license by hire date.

DESIRED QUALIFICATIONS

- Knowledge of word processing, spreadsheets, and other recreation related computer software.
- Knowledge of web-based activity programs (Square, MaxGalaxy, etc.).
- Knowledge of developing and administering youth programs.
- Working knowledge of the rules of a variety of sports.
- Ability to work under stressful situations; ability to stay calm; have excellent problem-solving skills.
- Ability to work evenings and weekends when necessary.

- Ability to establish and maintain effective working relationships with co-workers and public; ability to follow written and oral instructions; ability to communicate effectively, verbally and in writing; ability to direct the work of others.

SPECIAL REQUIREMENTS

- None.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk, use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 35 pounds.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EMPLOYEE ACKNOWLEDGEMENT

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

ACKNOWLEDGEMENT

I acknowledge that I have received a copy of the **Recreation Program Specialist** job description. I understand that it is my responsibility to adhere to the guidelines of the expectations and job duties and responsibilities outlined within this job description.

Employee Signature: _____

Date: _____

Print Name: _____

Manager Signature: _____

Date: _____

Created: 4/1/2020

City of St. Helens
Consent Agenda for Approval

OLCC LICENSES

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

2020 RENEWALS

<u>Business Name</u>	<u>Applicant Name</u>	<u>Location</u>	<u>Purpose</u>
• MOD Super Fast Pizza	MOD Super Fast Pizza	2298 Gable RD	Renewal
• Roythai	Roy Thai LLC	295 Strand St	Renewal
• St Helens Market Fresh	Kirby Co	1111 Columbia BLVD	Renewal
• Tap Into Wine	Tap Into Wine LLC	313 The Strand Ste B	Renewal
• Tap Into Wine	Tap Into Wine LLC	313 The Strand Ste B	Renewal
• Noi's Thai Kitchen	Somyot Phongphudtha	524 Milton Way	Renewal
• Village Inn Restaurant & Motel 6	Mahant Investment LLC	535 S Columbia River HWY	Renewal
• Happy Garden Chinese Rest.	Zhen's Family Inc	2296 Gable RD #230	Renewal
• Johnny's Bar & Grill	Jimikat Inc	1750 Old Portland RD	Renewal
• Hob Nob Brew LLC	Hob Nob Brewer	254 Madrona CT	Renewal
• Walmart Inc	Walmart #2422	2295 Gable RD	Renewal
• Wild Currant	Currant LLC	201 S 1 st St	Renewal
• Running Dogs Brewery	Jaron & Maggie Clayton	291 S 1 st St	Renewal

2020 CHANGE OF OWNERSHIP

<u>Business Name</u>	<u>Applicant Name</u>	<u>Location</u>	<u>Purpose</u>
• Village Inn Restaurant & Motel 6	Shari Ganasha LLC	535 Columbia River HWY	Change

2020 CHANGE OF PRIVILEGE

• Molly's Market LLC	Molly Matchak	290 S 1 st St	Limited on Premises
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City of St. Helens
Consent Agenda for Approval

ANIMAL FACILITIES

The following facilities have been inspected by City of St. Helens Police Department and are recommended for approval of an Animal Facility License:

<u>Owner Name</u>	<u>Location</u>	<u>Purpose</u>
• Jeremiah Gibney	764 Maplewood Drive	Multiple Dogs
• Dan Justis	58945 Summit View Drive	Multiple Dogs

RECEIVED

MAR 20 2020

CITY OF ST. HELENS



CITY OF
ST. HELENS OREGON
DEPARTMENT OF POLICE

On Tuesday, 03/10/2020 at approximately 14:28 hours, I met with Ms. Kristina Gibney at her residence at 764 Maplewood Dr, St. Helens, OR to conduct a prescheduled Animal Facility License Application inspection. This inspection is to ensure the premises is in compliance with Ordinance 6.04.080, OAR 609.415, OAR 609.420, OAR 603-015-0025 through 603-015-0065. Included with her application was her liability insurance information from Sillwater Property and Casualty Insurance Company (Policy [REDACTED]) and information regarding where they seek veterinary care for their animals; Columbia Vet, 35645 Firlok Park Blvd in St. Helens.

I noticed her home is a single-family home in a residential neighborhood. Kristina explained to me that the animal facility license is to allow her to have a larger number of family dogs and not to run a shelter,

Kristina invited me into her home. The dogs were in a separate living room enclosed with doggy gates; all 5 dogs were well mannered. Kristina explained to me that she has that designated area for the dogs so they don't run around the house.

The home has working electricity, potable water and wash facilities to keep clean. The home was a comfortable 72 degrees (approximately). The food was stored in a sealed plastic container to prevent vermin infestation. The food and water is served in bowls sitting on the floor. Kristina also stated that she puts two of the dogs in their own individual kennel for feedings to assure they don't eat the others food. Kristina has five adult dogs which include an American Pitbull, German Shepard mix, English Bulldog, Yorkie, and a Pug mix all of which have been licensed through Columbia County SO.

I saw the residence had a spacious back yard encircled with a sturdy 6' fence. The fence was in good condition. This space has adequate runoff to prevent water pooling. Kristina told me that the dogs are only allowed outside when they are home.

The house and yard were clean and orderly. Kristina said she cleans up feces regularly and disposes of it into the garbage. While Kristina does not have a quarantine area for possible diseased animals, she stressed she does take her animals for veterinary care when needed.

I am not aware of any recent complaints received by SHPD regarding noise, odors, stray animals, or other Ordinance violations regarding Jenelle or her residence. In my opinion I think that Kristina Gibney should be granted her Animal Facility License.

Code Enforcement Officer Moreno

City of St. Helens

265 Strand Street • St. Helens, OR 97051 • 503-397-6272

Application Fee: \$40.00

Animal Facility License Application

St. Helens Municipal Code Chapter 6.04

If you own any of the following inside the city limits, you must have an Animal Facility License:

- More than 3 adult dogs; or
- More than 3 adult dogs and one litter of puppies; or
- More than 3 adult hens and/or ducks and 6 chicks or ducklings under 9 weeks; or
- More than 3 adult rabbits and/or 1 litter of bunnies under 9 weeks; or
- An exotic animal

Complete the application and return to the above address with the fee, copies of your dogs' licenses and a copy of your homeowners insurance. You must list each animal separately in the space provided below that you intend to keep at your facility. Your facility, including perimeter fence if required, must be inspected before your application will be forwarded to the City Council for action. The Police Department will contact you within 10 days of application to schedule an inspection. The application fee is \$40 for a two year license and must be renewed prior to expiration.

If your application is denied, you have two options to obtain compliance: 1) You meet the requirements for an animal facility license; or 2) you have only allowed animals on your property. Once you can prove that you are in compliance for a license, we can seek approval by the City Council. If you have eliminated the need for an animal facility license, you may request a refund of the application fee.

Address at which animal(s) will be kept:				
Applicant Information			Alternate Contact/In Case of Emergency	
Name: <u>Jeremiah Gibney</u>			Name: <u>Kristina Gibney</u>	
Mailing address: <u>7104 Maplewood DR</u>			Mailing address: <u>7104 Maplewood DR</u>	
City/State/Zip: <u>St. Helens OR 97051</u>			City/State/Zip: <u>St. Helens OR 97051</u>	
Cell ph: [REDACTED]			Cell phone: [REDACTED]	
Home [REDACTED]			Home phone: [REDACTED]	
Email: [REDACTED]			week that works best for you: [REDACTED]	
List each animal to be kept at the above address (attach additional paper if more than 6 animals)				
Species/Breed	Name	Sex	Age	County Dog License Expiration Date
1. <u>Pitbull terrier</u>	<u>Rya</u>	<u>F</u>	<u>4 yrs 11mth</u>	<u>8/31/2020</u>
2. <u>English Bulldog</u>	<u>Gus Gus</u>	<u>M</u>	<u>3 yrs 8mths</u>	<u>4/30/2020</u>
3. <u>Yorkie</u>	<u>Niko</u>	<u>M</u>	<u>2 yrs 1mth</u>	<u>6/30/2020</u>
4. <u>Pug Mix</u>	<u>Fallyn</u>	<u>F</u>	<u>1 yr 5mths</u>	<u>2/28/2020</u>
5. <u>Boston German mix</u>	<u>Ronin</u>	<u>F</u>	<u>1 yr 1mth</u>	<u>11/30/2020</u>
6.				
Veterinarian Information				
Name: <u>Columbia Veterinary Clinic</u>			Phone: <u>503-397-1928</u>	
Address: <u>33645 Firlock Park Rd</u>			City/State/Zip: <u>St. Helens OR 97051</u>	
Liability Insurance Information				
Agent's Name: <u>Still Water Insurance</u>			Phone: <u>855-209-7825</u>	
Insurance Company: <u>Fidelity Total Ins</u>			Policy No.: [REDACTED]	
Attach a copy of the policy indicating applicant is covered while maintaining the described animal(s).				

I, Kristina & Jeremiah Gibney AUTHORIZATION, understand that I am applying for an animal facility license to keep the above listed animal(s) at 7104 Maplewood Dr, St. Helens, Oregon. I have read Municipal Code Chapter 6.04 Animal Control Code, and fully understand my obligation as an animal owner and facility operator and agree to comply with the Code and applicable county, state and federal laws. I further understand that this license, if approved, is valid for a period of two years and must be renewed prior to expiration.

Applicant Signature: [Signature] Date Signed: 2/13/2020

FOR OFFICE USE ONLY		
Date received: <u>2/18/2020</u>	Officer assigned: <u>C.O.E. Moreno</u>	Date forwarded to City Recorder: <u>3/20/20</u>
Received by: <u>K. Payne</u>	Date/Time of inspection: <u>3/10/20</u>	Council meeting date: <u>4/1/20</u>
Receipt No.: <u>1563043</u>	Officer recommendation:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Dated forwarded to PD: <u>2/19/20</u>	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Deny	If approved, date license issued:
Forwarded by: <u>LS</u>		Expiration date:

RECEIVED

MAR - 9 2020

CITY OF ST. HELENS



**CITY OF
ST. HELENS OREGON
DEPARTMENT OF POLICE**

On Wednesday 03/04/2020, at approximately 12:50 hours, I met with Mrs. Kristin Justis at her residence at 58945 Summit View St. in St. Helens, OR to conduct a prescheduled Animal Facility License Application inspection. This inspection is to ensure the premises is in compliance with Ordinance 6.04.080, OAR 609.415, OAR 609.420, OAR 603-015-0025 through 603-015-0065. Included with her application was her liability insurance information from USAA Insurance Company (Policy [REDACTED]) and information regarding where they seek veterinary care for their animals; Midway Veterinary Hospital (34456 McGary Ln. Warren OR, 97053)

I noticed her home is a single-family home in a residential neighborhood. Kristin explained to me that the animal facility license is to allow her to have a larger number of family dogs and not to run a shelter,

I saw the residence had a spacious back yard encircled with a sturdy 6' fence. The fence was in good condition. This space has adequate runoff to prevent water pooling. Kristin told me that the dogs are only allowed outside when they are home. Kristin explained to me that they take the dogs to dog parks to let them exercise and have them spend time with other dogs.

Kristin invited me into her home. The dogs were locked in the master bedroom when I showed up. Kristin let them out a short time later so that I could meet them. All 4 dogs were well mannered and well groomed. They all have Columbia County Issued dog licenses. The home has working electricity, potable water and wash facilities to keep clean. The home was a comfortable 72 degrees (approximately). The food was stored in a sealed plastic container to prevent vermin infestation. The food and water is served in bowls sitting on the floor. Kristin also stated that she puts the dogs in their own individual kennel when they are not home to stop them from chewing on items around the house.

The house and yard were clean and orderly. Kristin said she cleans up feces regularly and disposes of it into the garbage. While Kristin does not have a quarantine area for possible diseased animals, she stressed she does take her animals for veterinary care when needed.

I am not aware of any recent complaints received by SHPD regarding noise, odors, stray animals, or other Ordinance violations regarding Kristin or her residence. In my opinion I think that Kristin should be granted her Animal Facility License.

Code Enforcement Officer Moreno

City of St. Helens

265 Strand Street • St. Helens, OR 97051 • 503-397-6272

Application Fee: \$40.00

Animal Facility License Application

St. Helens Municipal Code Chapter 6.04

If you own any of the following inside the city limits, you must have an Animal Facility License:

- More than 3 adult dogs; or
- More than 3 adult dogs and one litter of puppies; or
- More than 3 adult hens and/or ducks and 6 chicks or ducklings under 9 weeks; or
- More than 3 adult rabbits and/or 1 litter of bunnies under 9 weeks; or
- An exotic animal

Complete the application and return to the above address with the fee, copies of your dogs' licenses and a copy of your homeowners insurance. You must list each animal separately in the space provided below that you intend to keep at your facility. Your facility, including perimeter fence if required, must be inspected before your application will be forwarded to the City Council for action. The Police Department will contact you within 10 days of application to schedule an inspection. The application fee is \$40 for a two year license and must be renewed prior to expiration.

If your application is denied, you have two options to obtain compliance: 1) You meet the requirements for an animal facility license; or 2) you have only allowed animals on your property. Once you can prove that you are in compliance for a license, we can seek approval by the City Council. If you have eliminated the need for an animal facility license, you may request a refund of the application fee.

Address at which animal(s) will be kept:				
Applicant Information			Alternate Contact/In Case of Emergency	
Name: <u>Dan Justis</u>			Name:	
Mailing address: <u>58945 Summit View Dr</u>			Mailing address:	
City/State/Zip: <u>St Helens, OR 97051</u>			City/State/Zip:	
Cell:			Cell phone:	
Home:			Home phone:	
Email:			Day/time of week that works best for you:	
List each animal to be kept at the above address (attach additional paper if more than 6 animals)				
Species/Breed	Name	Sex	Age	County Dog License Expiration Date
1. <u>GSD Mix</u>	<u>Raksha</u>	<u>Female</u>	<u>1 YR.</u>	<u>08-06-2020</u> ✓
2. <u>LAB Retriever Mix</u>	<u>Lila</u>	<u>Female</u>	<u>10 YRS</u>	<u>03-28-2022</u> ✓
3. <u>Husky Mix</u>	<u>Riley</u>	<u>Female</u>	<u>3 YRS</u>	<u>03-30-2021</u> ✓
4. <u>Husky Mix</u>	<u>Thor</u>	<u>Male</u>	<u>3 YRS</u>	<u>03-15-2021</u> ✓
5. <u>Columbia Red Tail Boa</u>	<u>Scarlett</u>	<u>Female</u>	<u>1 YR</u>	
6.				
Veterinarian Information				
Name: <u>Midway Veterinary Hospital</u>			Phone: <u>(503)-397-6470</u>	
Address: <u>34453 McGary Ln. Astor</u>			City/State/Zip: <u>Warren, Oregon, 97053</u>	
Liability Insurance Information				
Agent's Name: <u>Laura Bishop</u>			Phone: <u>800-531-8111</u>	
Insurance Company: <u>USAA</u>			Policy No.:	
Attach a copy of the policy indicating applicant is covered while maintaining the described animal(s).				

AUTHORIZATION

I, DAN JUSTIS, understand that I am applying for an animal facility license to keep the above listed animal(s) at 58945 Summit View Dr, St. Helens, Oregon. I have read Municipal Code Chapter 6.04 Animal Control Code, and fully understand my obligation as an animal owner and facility operator and agree to comply with the Code and applicable county, state and federal laws. I further understand that this license, if approved, is valid for a period of two years and must be renewed prior to expiration.

Applicant Signature


Date Signed

2/14/20

FOR OFFICE USE ONLY

Date received: <u>2/14/20</u>	Officer assigned: <u>C.O.E. Moreno</u>	Date forwarded to City Recorder: <u>3/9/20</u>
Received by: <u>LS</u>	Date/Time of inspection: <u>3/4/20</u>	Council meeting date: <u>4/1/20</u>
Receipt No.: <u>1563029</u>	Officer recommendation:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Dated forwarded to PD: <u>2/14/20</u>	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Deny	If approved, date license issued:
Forwarded by: <u>LS</u>		Expiration date:

COUNCIL ACTION SHEET

To:	The Mayor and Members of City Council	
From:	Sue Nelson, Interim Public Works Director	
Date:	1 April 2020	
Subject:	Cascades Reserve Allocation Annual Adjustment	

Background:

Each March, the Biochemical Oxygen Demand (BOD) loading rate from the Cascades mill is reviewed and compared with the reserve allocation from the previous year per the terms of the Operation and Use Agreement. This year, the loading from the mill has slightly decreased from the 2018-2019 figures. Last year the reserve was set at 79.8%. Data for the past year shows that the actual loading has decreased to an average of 79.2% (see table).

	2019-20				
	ME BOD	PE BOD	Total		
	Ave lbs/d	Ave lbs/d	Ave lbs/d	ME %	PE %
Mar-19	2373	1092	3465	68.48	31.52
Apr-19	2822	1033	3855	73.20	26.80
May-19	4354	650	5004	87.01	12.99
Jun-19	2175	527	2702	80.50	19.50
Jul-19	3797	516	4313	88.04	11.96
Aug-19	3944	479	4423	89.17	10.83
Sep-19	3103	674	3777	82.16	17.84
Oct-19	2951	806	3757	78.55	21.45
Nov-19	3041	916	3957	76.85	23.15
Dec-19	3657	1135	4792	76.31	23.69
Jan-20	3448	1551	4999	68.97	31.03
Feb-20	4466	1043	5509	81.07	18.93
Totals	40131	10422	50553		
Averages	1854.58	1653.92	3508.50	79.2	20.8

Recommendation:

Adjust Cascades’ reserve to 79.2% per the terms of the Operation and Use Agreement. This number is based on the average loading from Cascades compared to the loading from the City’s Primary lagoon as outlined in section 9.2.3 in the Agreement. Per the agreement, Cascades pays either the reserve minimum or for actual loading, whichever is higher.



St. Helens, OR

Expense Approval Register

Packet: APPKT00034 - AP 3.6.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
AMERICAN PLANNING ASSOCI...	264744-2015	02/12/2020	APA MEMBERSHIP CA A OREG...	100-710-52018	236.00
Harlan, Michael Allan	INV0000110	02/28/2020	Harlan, Michael Allan	100-000-21400	275.00
ERSKINE LAW PRECTICE LLC	02182020	03/03/2020	2/18-2/27	100-704-52019	2,945.00
ROSS RECREATION EQUIPMEN...	I16654	03/03/2020	CABLES	100-708-52001	389.00
ALEGIS CONSTRUCTION	INV0000115	03/03/2020	PARTIAL REFUND PERMIT 143...	100-000-20700	36.17
ALEGIS CONSTRUCTION	INV0000115	03/03/2020	PARTIAL REFUND PERMIT 143...	100-000-35005	238.40
ALEGIS CONSTRUCTION	INV0000115	03/03/2020	PARTIAL REFUND PERMIT 143...	100-000-35006	63.00
MADISON HOLM	INV0000116	03/03/2020	JAN BASKETBALL REFEREE	100-709-52019	120.00
KORBYN LEE	INV0000117	03/03/2020	JANUARY BASKETBALL REFEREE	100-709-52019	80.00
CANON BEISLEY	INV0000118	03/03/2020	JANUARY BASKETBALL REFEREE	100-709-52019	120.00
AMERICAN EXTERMINATION P...	146571	03/04/2020	SENIOR CENTER PEST CONTROL	100-715-52023	232.00
JORDAN RAMIS PC ATTORNEYS..	166233	03/04/2020	ST HELENS GENERAL EVIRON...	100-715-52049	537.00
ORKIN	193625756	03/04/2020	CITY HALL PEST CONTROL SERV..	100-715-52023	85.00
ORKIN	193625756	03/04/2020	PEST CONTROL	100-715-52023	85.00
U.S BANK EQUIPMENT FINANCE	407539105	03/04/2020	CONTRACT PAYMENT 500-049...	100-715-52005	99.00
LEAGUE OF OREGON CITIES	7875	03/04/2020	JOB POSTING PUBLIC WORKS D..	100-702-52011	20.00
MIDWEST TAPE	98609737	03/04/2020	DVD / ABD 2000010011	100-706-52034	22.49
MIDWEST TAPE	98609737	03/04/2020	DVD / ABD	100-706-52035	124.96
MIDWEST TAPE	98609739	03/04/2020	DVD / ABD 2000010011	100-706-52034	22.49
MIDWEST TAPE	98671845	03/04/2020	DVD / ABD 2000010011	100-706-52034	22.49
VERIZON	FEB 2020	03/04/2020	CRYSTAL KING	100-701-52010	36.14
LUCY HEIL ATTORNEY AT LAW	FEB 2020	03/04/2020	ROBINSON EVERSOLE RICHA...	100-704-52019	2,675.00
VERIZON	FEB 2020	03/04/2020	POLICE	100-705-52010	1,504.95
NICOLE WOODRUFF	FEB 2020	03/04/2020	REIMB MILEAGE FOR CITY HAL...	100-706-52024	17.25
VERIZON	FEB 2020	03/04/2020	PAUL GERDES	100-708-52010	17.07
VERIZON	FEB 2020	03/04/2020	CAMERON PAGE	100-708-52010	17.07
VERIZON	FEB 2020	03/04/2020	THAD HOUCK	100-708-52010	39.31
VERIZON	FEB 2020	03/04/2020	TORY SHELBY	100-708-52010	17.07
VERIZON	FEB 2020	03/04/2020	MATT BROWN REC	100-709-52010	36.14
VERIZON	FEB 2020	03/04/2020	MATT BROWN	100-709-52010	52.20
VERIZON	FEB 2020	03/04/2020	MIKE DEROIA	100-711-52010	52.20
SCAPPOOSE PUBLIC LIBRARY	INV0000121	03/04/2020	SHARED RESOURCE LS2	100-706-52006	247.50
LAWRENCE OIL COMPANY	019001-2004601	03/05/2020	247749	100-715-52022	29.03
LAWRENCE OIL COMPANY	019001-2006001	03/05/2020	247749	100-715-52022	28.19
MEREDITH READING FITNESS &..	030120	03/05/2020	YOGA CLUB SHMS	100-709-52019	90.00
CHAVES CONSULTING INC	191012	03/05/2020	MONTHLY USER FEE PER USER...	100-702-52019	296.16
PEAK ELECTRIC GROUP LLC	20115	03/05/2020	LED FIXTURES CITY HALL	100-715-52023	6,727.85
EAGLE STAR ROCK PRODUCTS ...	37407	03/05/2020	ROCK	100-708-52023	146.14
EAGLE STAR ROCK PRODUCTS ...	37417	03/05/2020	ROCK	100-708-52023	301.41
SHRED-IT C/O STERICYCLE INC	8129312208	03/05/2020	CITY HALL SHRED SERVICE	100-715-52019	91.90
BEMIS	8996	03/05/2020	RUBBER STAMP	100-702-52004	22.20
BEMIS	8996	03/05/2020	RUBBER STAMP NOTARY C.K	100-702-52004	23.80
BEMIS	8996	03/05/2020	RUBBER STAMP	100-702-52004	66.40
BEMIS	8996	03/05/2020	RECEIPT BOOKS	100-704-52004	298.00
BEMIS	8996	03/05/2020	RECEIPT BOOKS	100-711-52004	298.00
BEMIS	8996	03/05/2020	RUBBER STAMP	100-711-52004	20.60
ROSS CAHILL	INV0000125	03/05/2020	JAN BASKETBALL REFEREE	100-709-52019	80.00
CITY OF COLUMBIA CITY	INV0000126	03/05/2020	JOHN WALSH	100-701-52018	20.00
CITY OF COLUMBIA CITY	INV0000126	03/05/2020	KEITH LOCKE	100-703-52018	20.00
CITY OF COLUMBIA CITY	INV0000126	03/05/2020	DOUG MORTEN	100-703-52018	20.00
CITY OF COLUMBIA CITY	INV0000126	03/05/2020	RICK SCHOLL	100-703-52018	20.00
CITY OF COLUMBIA CITY	INV0000126	03/05/2020	STEVE TOPAZ	100-703-52018	20.00
CITY OF COLUMBIA CITY	INV0000126	03/05/2020	GINNY CARLSON	100-703-52018	20.00

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Expense Approval Register

Packet: APPKT00034 - AP 3.6.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JOSHUA FENDER	INV0000127	03/05/2020	REFUND PUBLIC REC REQUEST...	100-000-37004	20.00
AMY LINDGREN LAW LLC	03072020	03/09/2020	JUDICIAL SERVICES DEC JAN F...	100-704-52019	9,945.00
AMY LINDGREN LAW LLC	INV0000128	03/09/2020	SPRING CONFERENCE DUES / ...	100-704-52018	275.00
Fund 100 - GENERAL FUND Total:					29,344.58
Fund: 201 - VISITOR TOURISM					
MASONIC BUILDING LLC	INV0000119	03/03/2020	UTILITIES REIMBURSMENT	201-000-52003	398.40
E2C	4383	03/05/2020	PRINT	201-000-52011	67.55
E2C	4383	03/05/2020	ADVERTISING	201-000-52011	1,296.81
E2C	4383	03/05/2020	STAFF	201-000-52019	1,021.25
E2C	4383	03/05/2020	ENTERTAINMENT	201-000-52059	1,250.00
E2C	4383	03/05/2020	EQUIPMENT	201-000-52059	557.60
E2C	4383	03/05/2020	PROPS	201-000-52059	1,210.00
Fund 201 - VISITOR TOURISM Total:					5,801.61
Fund: 202 - COMMUNITY DEVELOPMENT					
EAGLE STAR ROCK PRODUCTS ...	37446	03/05/2020	ROCK	202-723-52023	140.45
EAGLE STAR ROCK PRODUCTS ...	37497	03/05/2020	ROCK	202-724-52001	570.68
EAGLE STAR ROCK PRODUCTS ...	37507	03/05/2020	ROCK	202-724-52001	417.93
Fund 202 - COMMUNITY DEVELOPMENT Total:					1,129.06
Fund: 205 - STREETS					
EAGLE STAR ROCK PRODUCTS ...	37472	03/05/2020	ROCK	205-000-52001	65.62
Fund 205 - STREETS Total:					65.62
Fund: 601 - WATER					
UNITED FIRE INC	18087302	03/04/2020	WFF HYDRO TEST	601-732-52023	1,641.52
VERIZON	FEB 2020	03/04/2020	SUE NELSON	601-731-52010	40.01
VERIZON	FEB 2020	03/04/2020	SUE NELSON	601-731-52010	40.01
VERIZON	FEB 2020	03/04/2020	WFP 2	601-732-52010	40.01
VERIZON	FEB 2020	03/04/2020	WFP 1	601-732-52010	40.01
VERIZON	FEB 2020	03/04/2020	GUY DAVIS	601-732-52010	17.09
VERIZON	FEB 2020	03/04/2020	HOWIE BURTON	601-732-52010	36.14
LAWRENCE OIL COMPANY	019001-2004601	03/05/2020	247752	601-732-52022	147.59
LAWRENCE OIL COMPANY	019001-2006001	03/05/2020	247752	601-732-52022	20.89
CITY OF COLUMBIA CITY	02262020	03/05/2020	001754-001	601-732-52003	80.06
HACH	11862080	03/05/2020	REAGENT SET CHLORINE FREE ...	601-731-52001	71.48
HACH	11862080	03/05/2020	REAGENT SET CHLORINE FREE ...	601-732-52023	132.74
Fund 601 - WATER Total:					2,307.55
Fund: 603 - SEWER					
EUROFINS TESTAMEERICA ASL	7800000848	03/03/2020	QUARTERLY BIOASSAY TESTING	603-737-52064	4,057.50
VERIZON	FEB 2020	03/04/2020	STEWART HARTLEY	603-736-52010	12.04
VERIZON	FEB 2020	03/04/2020	AARON KUNDERS	603-736-52010	12.04
VERIZON	FEB 2020	03/04/2020	JOHNNY LEAVY	603-736-52010	17.39
VERIZON	FEB 2020	03/04/2020	STEWART HARTLEY	603-737-52010	12.05
VERIZON	FEB 2020	03/04/2020	JOHNNY LEAVY	603-737-52010	17.40
VERIZON	FEB 2020	03/04/2020	AARON KUNDERS	603-737-52010	12.04
VERIZON	FEB 2020	03/04/2020	JOHNNY LEAVY	603-738-52010	17.41
VERIZON	FEB 2020	03/04/2020	STEWART HARTLEY	603-738-52010	12.05
VERIZON	FEB 2020	03/04/2020	AARON KUNDERS	603-738-52010	12.06
ALLSTREAM	16680246	03/05/2020	ALLSTREAM PHONE ACCT 754...	603-736-52010	24.63
ALLSTREAM	16680246	03/05/2020	ALLSTREAM PHONE ACCT 754...	603-737-52010	24.63
Fund 603 - SEWER Total:					4,231.24
Fund: 701 - EQUIPMENT					
VERIZON	FEB 2020	03/04/2020	BRETT LONG	701-000-52010	52.20
Fund 701 - EQUIPMENT Total:					52.20
Fund: 702 - INFORMATION SYSTEMS					
COMCAST	02212020	03/04/2020	COMCAST CABLE 8778108990...	702-000-52003	1,054.22
COMCAST	02252020	03/05/2020	COMCAST CABLE 8778102010...	702-000-52003	108.35
TYLER TECHNOLOGIES INC	025-286808	03/05/2020	SOFTWARE CONVERSION	702-000-52006	9,288.09
ALLSTREAM	16680246	03/05/2020	ACCT PHONE LINE 754802	702-000-52010	49.26

Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CENTURY LINK	INV0000123	03/05/2020	966B	702-000-52010	346.12
Fund 702 - INFORMATION SYSTEMS Total:					10,846.04
Fund: 703 - PW OPERATIONS					
GREG PAYNE	1	03/03/2020	PROJECT PLAN REVIEW #1	703-733-52019	350.00
WILCOX	0475262-IN	03/03/2020	BIO DYED ULTRA DIESEL 5	703-734-52022	107.58
ADVANCED ELECTRICAL	210890	03/04/2020	WWTP ELECTRIC WORK	703-734-52019	700.82
VERIZON	FEB 2020	03/04/2020	SUE NELSON	703-733-52010	52.20
VERIZON	FEB 2020	03/04/2020	CURT LEMONT	703-733-52010	17.07
VERIZON	FEB 2020	03/04/2020	SHARON DARROUX	703-733-52010	57.07
VERIZON	FEB 2020	03/04/2020	TIM UNDERWOOD	703-733-52010	52.20
VERIZON	FEB 2020	03/04/2020	DAVE ELDER	703-734-52010	52.20
VERIZON	FEB 2020	03/04/2020	SCOTT WILLIAMS	703-734-52010	52.20
VERIZON	FEB 2020	03/04/2020	WATER TRUCK	703-734-52010	52.20
VERIZON	FEB 2020	03/04/2020	ETHAN STERLING	703-734-52010	52.20
LAWRENCE OIL COMPANY	019001-2004601	03/05/2020	247748	703-734-52022	1,041.00
LAWRENCE OIL COMPANY	019001-2004601	03/05/2020	247750	703-734-52022	50.62
LAWRENCE OIL COMPANY	019001-2006001	03/05/2020	247748	703-734-52022	821.55
LAWRENCE OIL COMPANY	019001-2006001	03/05/2020	247750	703-734-52022	55.04
EAGLE STAR ROCK PRODUCTS ...	37427	03/05/2020	ROCK	703-734-52023	562.52
ETHAN STIRLING	INV0000122	03/05/2020	BACKFLOW ASSEMBLY TESTER...	703-734-52018	255.86
Fund 703 - PW OPERATIONS Total:					4,332.33
Fund: 704 - FACILITY MAJOR MAINTNANCE					
PEAK ELECTRIC GROUP LLC	20013	03/05/2020	TELEPHONE UPGRADE WIRING...	704-000-53018	10,349.72
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					10,349.72
Grand Total:					68,459.95

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	29,344.58
201 - VISITOR TOURISM	5,801.61
202 - COMMUNITY DEVELOPMENT	1,129.06
205 - STREETS	65.62
601 - WATER	2,307.55
603 - SEWER	4,231.24
701 - EQUIPMENT	52.20
702 - INFORMATION SYSTEMS	10,846.04
703 - PW OPERATIONS	4,332.33
704 - FACILITY MAJOR MAINTNANCE	10,349.72
Grand Total:	68,459.95

Account Summary

Account Number	Account Name	Expense Amount
100-000-20700	State Surcharge	36.17
100-000-21400	Accounts Payable Pending	275.00
100-000-35005	Plumbing Permits	238.40
100-000-35006	Mechanical Permits	63.00
100-000-37004	Miscellaneous - General	20.00
100-701-52010	Telephone	36.14
100-701-52018	Professional Development	20.00
100-702-52004	Office Supplies	112.40
100-702-52011	Public Information	20.00
100-702-52019	Professional Services	296.16
100-703-52018	Professional Development	100.00
100-704-52004	Office Supplies	298.00
100-704-52018	Professional Development	275.00
100-704-52019	Professional Services	15,565.00
100-705-52010	Telephone	1,504.95
100-706-52006	Computer Maintenance	247.50
100-706-52024	Miscellaneous	17.25
100-706-52034	Visual Materials	67.47
100-706-52035	Audio Materials	124.96
100-708-52001	Operating Supplies	389.00
100-708-52010	Telephone	90.52
100-708-52023	Facility Maintenance	447.55
100-709-52010	Telephone	88.34
100-709-52019	Professional Services	490.00
100-710-52018	Professional Development	236.00
100-711-52004	Office Supplies	318.60
100-711-52010	Telephone	52.20
100-715-52005	Small Equipment	99.00
100-715-52019	Professional Services	91.90
100-715-52022	Fuel/Oil	57.22
100-715-52023	Facility Maintenance	7,129.85
100-715-52049	Litigation Settlement	537.00
201-000-52003	Utilities	398.40
201-000-52011	Public Information	1,364.36
201-000-52019	Professional Services	1,021.25
201-000-52059	Events - General	3,017.60
202-723-52023	Facility Maintenance	140.45
202-724-52001	Operating Supplies	988.61
205-000-52001	Operating Supplies	65.62
601-731-52001	Operating Supplies	71.48
601-731-52010	Telephone	80.02
601-732-52003	Utilities	80.06
601-732-52010	Telephone	133.25
601-732-52022	Fuel / Oil	168.48
601-732-52023	Facility Maintenance	1,774.26

Account Summary

Account Number	Account Name	Expense Amount
603-736-52010	Telephone	66.10
603-737-52010	Telephone	66.12
603-737-52064	Lab Testing	4,057.50
603-738-52010	Telephone	41.52
701-000-52010	Telephone	52.20
702-000-52003	Utilities	1,162.57
702-000-52006	Computer Maintenance	9,288.09
702-000-52010	Telephone	395.38
703-733-52010	Telephone	178.54
703-733-52019	Professional Services	350.00
703-734-52010	Telephone	208.80
703-734-52018	Professional Development	255.86
703-734-52019	Professional Services	700.82
703-734-52022	Fuel / Oil	2,075.79
703-734-52023	Facility Maintenance	562.52
704-000-53018	Capital Outlay - City Hall	10,349.72
	Grand Total:	68,459.95

Project Account Summary

Project Account Key	Expense Amount
None	68,459.95
Grand Total:	68,459.95



St. Helens, OR

Expense Approval Register

Packet: APPKT00038 - AP. 3.13.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
RUBENS LAWN SERVICE	0002939	03/11/2020	MONTHLY LAWN SERVICE	100-705-52023	80.00
RICOH USA INC	103379851	03/11/2020	POLICE EQUIPMENT LEASE 14...	100-705-52023	255.37
SHRED-IT C/O STERICYCLE INC	8129314997	03/11/2020	POLICE DEPT SHRED SERVICE	100-705-52019	71.07
METRO PRESORT	IN621077	03/11/2020	UB BILL PRINTING	100-707-52008	3,755.24
SOLUTIONS YES	INV229875	03/11/2020	PRINT CHARGES CITY HALL PRI...	100-715-52005	163.08
COUNTRY MEDIA INC	408996	03/12/2020	PUBLIC NOTICE	100-702-52011	14.00
COUNTRY MEDIA INC	410633	03/12/2020	PUBLIC NOTICE	100-702-52011	14.00
COUNTRY MEDIA INC	411820	03/12/2020	PUBLIC NOTICE	100-702-52011	14.00
COUNTRY MEDIA INC	411821	03/12/2020	PUBLIC NOTICE	100-710-52011	258.85
COUNTRY MEDIA INC	411822	03/12/2020	PUBLIC NOTICE	100-710-52011	407.65
HUDSON GARBAGE SERVICE	INV0000137	03/12/2020	7598	100-705-52003	467.74
HUDSON GARBAGE SERVICE	INV0000137	03/12/2020	7547	100-705-52023	194.18
HUDSON GARBAGE SERVICE	INV0000137	03/12/2020	7636	100-708-52023	180.79
HUDSON GARBAGE SERVICE	INV0000137	03/12/2020	7601	100-715-52023	355.52
HUDSON GARBAGE SERVICE	INV0000137	03/12/2020	7539	100-715-52023	225.33
MAILBOXES NORTHWEST	INV0000138	03/12/2020	POSTAGE	100-715-52009	41.43
HUDSON GARBAGE SERVICE	INV0000139	03/12/2020	1554	100-706-52003	119.60
HUDSON GARBAGE SERVICE	INV0000139	03/12/2020	4562	100-708-52023	301.06
HUDSON GARBAGE SERVICE	INV0000139	03/12/2020	7056	100-709-52023	193.18
LEGISLATIVE COUNSEL	INV0000142	03/12/2020	2020 EDITION OF THE CRIMIN...	100-704-52004	210.00
ENTERPRISE FM TRUST	596107	03/09/2020	LEASE FOR RANGER BUILDING...	100-711-52026	522.55
ENTERPRISE FM TRUST	FBN3893698	03/09/2020	LEASE FOR RANGER BUILDING...	100-711-52026	522.55
Fund 100 - GENERAL FUND Total:					8,367.19
Fund: 201 - VISITOR TOURISM					
E2C	4386	03/11/2020	PROPS PERMIT INSURANCE	201-000-52059	2,261.59
Fund 201 - VISITOR TOURISM Total:					2,261.59
Fund: 202 - COMMUNITY DEVELOPMENT					
BOISE WHITE PAPER LLC	INV0000133	03/11/2020	NOTE PAYEMNT	202-722-55001	12,500.00
BOISE WHITE PAPER LLC	INV0000134	03/11/2020	NOTE PAYEMNT	202-722-55001	12,500.00
COUNTRY MEDIA INC	408997	03/12/2020	PUBLIC NOTICE	202-721-52019	161.85
HUDSON GARBAGE SERVICE	INV0000140	03/12/2020	1026	202-722-52023	255.00
OREGON DEPARTMENT OF ST...	INV0000143	03/12/2020	WATERWA LEASE APPLICATIO...	202-721-52019	750.00
Fund 202 - COMMUNITY DEVELOPMENT Total:					26,166.85
Fund: 601 - WATER					
ONE CALL CONCEPTS INC	00204	03/11/2020	REGULAR / MODEM DELIVERY ...	601-731-52019	98.79
H.D FOWLER COMPANY	I5389262	03/12/2020	PVC HAND PUMP	601-731-52001	188.00
BUREAU OF LABOR AND INDS...	INV0000136	03/12/2020	PUBLIC WORKS FEE	601-000-53001	337.10
Fund 601 - WATER Total:					623.89
Fund: 603 - SEWER					
ONE CALL CONCEPTS INC	00204	03/11/2020	REGULAR / MODEM DELIVERY ...	603-735-52019	98.79
COLUMBIA RIVER PUD	03022020	03/12/2020	38633 594 S 9 ST POWER	603-737-52003	7,014.65
HUDSON GARBAGE SERVICE	INV0000137	03/12/2020	8333	603-736-52003	137.82
HUDSON GARBAGE SERVICE	INV0000137	03/12/2020	8333	603-737-52003	137.81
Fund 603 - SEWER Total:					7,389.07
Fund: 702 - INFORMATION SYSTEMS					
CENTERLOGIC INC	57823	03/11/2020	IT SUPPORT	702-000-52019	862.50
CENTERLOGIC INC	57944	03/11/2020	IT SUPPORT	702-000-52019	1,202.50
CENTERLOGIC INC	58094	03/11/2020	AGREEMENT OFFICE 365	702-000-52006	562.50
COMCAST	INV0000135	03/11/2020	REC ACCT 8778 10 201 0914924	702-000-52003	168.40
CENTERLOGIC INC	57955	03/12/2020	MSP FAAS CSAAS WAAS CRYPT	702-000-52006	5,016.50

Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON	INV0000141	03/12/2020	CELL SERVICE ACCT 242060134..	702-000-52010	170.04
Fund 702 - INFORMATION SYSTEMS Total:					7,982.44
Fund: 703 - PW OPERATIONS					
H.D FOWLER COMPANY	I5383838	03/12/2020	FLOURESCENT GREEN MARKI...	703-734-52001	98.04
HUDSON GARBAGE SERVICE	INV0000137	03/12/2020	7555	703-734-52003	107.29
Fund 703 - PW OPERATIONS Total:					205.33
Fund: 704 - FACILITY MAJOR MAINTNANCE					
WAYNE MARTIN FLORRING INC	1906	03/11/2020	POLICE DEPT FLOORING	704-000-53018	329.00
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					329.00
Grand Total:					53,325.36

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	8,367.19
201 - VISITOR TOURISM	2,261.59
202 - COMMUNITY DEVELOPMENT	26,166.85
601 - WATER	623.89
603 - SEWER	7,389.07
702 - INFORMATION SYSTEMS	7,982.44
703 - PW OPERATIONS	205.33
704 - FACILITY MAJOR MAINTNANCE	329.00
Grand Total:	53,325.36

Account Summary

Account Number	Account Name	Expense Amount
100-702-52011	Public Information	42.00
100-704-52004	Office Supplies	210.00
100-705-52003	Utilities	467.74
100-705-52019	Professional Services	71.07
100-705-52023	Facility Maintenance	529.55
100-706-52003	Utilities	119.60
100-707-52008	Printing	3,755.24
100-708-52023	Facility Maintenance	481.85
100-709-52023	Facility Maintenance	193.18
100-710-52011	Public Information	666.50
100-711-52026	Equipment Fund Charges	1,045.10
100-715-52005	Small Equipment	163.08
100-715-52009	Postage	41.43
100-715-52023	Facility Maintenance	580.85
201-000-52059	Events - General	2,261.59
202-721-52019	Professional Services	911.85
202-722-52023	Facility Maintenance	255.00
202-722-55001	Principal	25,000.00
601-000-53001	Capital Outlay	337.10
601-731-52001	Operating Supplies	188.00
601-731-52019	Professional Services	98.79
603-735-52019	Professional Services	98.79
603-736-52003	Utilities	137.82
603-737-52003	Utilities	7,152.46
702-000-52003	Utilities	168.40
702-000-52006	Computer Maintenance	5,579.00
702-000-52010	Telephone	170.04
702-000-52019	Professional Services	2,065.00
703-734-52001	Operating Supplies	98.04
703-734-52003	Utilities	107.29
704-000-53018	Capital Outlay - City Hall	329.00
Grand Total:	53,325.36	

Project Account Summary

Project Account Key	Expense Amount
None	53,325.36
Grand Total:	53,325.36



St. Helens, OR

Expense Approval Register

Packet: APPKT00041 - AP 3.13.20 FOOD BANK CK

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
COLUMBIA PACIFIC FOOD BANK	INV0000144	03/13/2020	DONATION FROM CITY COUNC...	100-703-52041	5,000.00
				Fund 100 - GENERAL FUND Total:	5,000.00
				Grand Total:	5,000.00

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	5,000.00
Grand Total:	5,000.00

Account Summary

Account Number	Account Name	Expense Amount
100-703-52041	Council Funds	5,000.00
Grand Total:		5,000.00

Project Account Summary

Project Account Key	Expense Amount
None	5,000.00
Grand Total:	5,000.00



St. Helens, OR

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Packet: APPKT00047 - AP 3.25.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
U.S BANK EQUIPMENT FINANCE	409556859	03/25/2020	CONTRACT PAYMENT 500-049...	100-715-52005	150.00
ERSKINE LAW PRACTICE LLC	INV0000180	03/25/2020	3/2-3/16	100-704-52019	3,677.50
SAM LIEBELT	INV0000181	03/25/2020	ST. HELENS BASKETBALL	100-709-52019	60.00
BRITTANI JAMES	INV0000182	03/25/2020	COACH REFUND	100-709-52019	40.00
TIM HANCOCK	INV0000183	03/25/2020	COACH REFUNDS	100-709-52019	60.00
MICHELLE KISH	INV0000184	03/25/2020	COACH REFUND	100-704-52019	60.00
MICHELLE KISH	INV0000185	03/25/2020	COACH REFUND	100-704-52019	60.00
GRUMPYS TOWING	INV0000186	03/25/2020	STORAGE OF VEHICLE FOR POL...	100-705-52019	4,880.00
JARED PHILLIPS	INV0000192	03/25/2020	COACH REFUND	100-704-52019	120.00
AMY GARVER	INV0000193	03/25/2020	COACH REFUND	100-704-52019	65.00
MACHENZIE SOLTERO	INV0000194	03/25/2020	COACH REFUND	100-704-52019	60.00
NICOLE WAITE	INV0000195	03/25/2020	COACH REFUND	100-704-52019	60.00
CORRINA MUSSER	INV0000196	03/25/2020	COACH REFUND	100-704-52019	60.00
Fund 100 - GENERAL FUND Total:					9,352.50
Fund: 201 - VISITOR TOURISM					
E2C	4389	03/25/2020	TINA CURRY CONSULTING MA...	201-000-52019	10,000.00
Fund 201 - VISITOR TOURISM Total:					10,000.00
Fund: 603 - SEWER					
JOHN SAVAGE	INV0000188	03/25/2020	TUITION REIMBURSMENT PCC...	603-736-52018	232.00
JOHN SAVAGE	INV0000188	03/25/2020	TUITION REIMBURSMENT PCC...	603-737-52018	232.00
COMCAST	INV0000190	03/25/2020	0082	603-736-52003	62.45
COMCAST	INV0000190	03/25/2020	0082	603-737-52003	62.45
Fund 603 - SEWER Total:					588.90
Fund: 703 - PW OPERATIONS					
MARK COMFORT	INV0000179	03/25/2020	NUISANCE ABATEMENT 406 S ...	703-734-52084	4,072.00
MARK COMFORT	INV0000187	03/25/2020	NUISANCE ABATEMENT 406 S...	703-734-52084	4,072.00
Fund 703 - PW OPERATIONS Total:					8,144.00
Fund: 704 - FACILITY MAJOR MAINTNANCE					
MACKENZIE	1066312	03/25/2020	SERVICES JAN 27-FEB 23 PROF...	704-000-53018	1,647.09
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					1,647.09
Grand Total:					29,732.49

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	9,352.50
201 - VISITOR TOURISM	10,000.00
603 - SEWER	588.90
703 - PW OPERATIONS	8,144.00
704 - FACILITY MAJOR MAINTNANCE	1,647.09
Grand Total:	29,732.49

Account Summary

Account Number	Account Name	Expense Amount
100-704-52019	Professional Services	4,162.50
100-705-52019	Professional Services	4,880.00
100-709-52019	Professional Services	160.00
100-715-52005	Small Equipment	150.00
201-000-52019	Professional Services	10,000.00
603-736-52003	Utilities	62.45
603-736-52018	Professional Development	232.00
603-737-52003	Utilities	62.45
603-737-52018	Professional Development	232.00
703-734-52084	Abatement Expense	8,144.00
704-000-53018	Capital Outlay - City Hall	1,647.09
Grand Total:	29,732.49	

Project Account Summary

Project Account Key	Expense Amount
None	29,732.49
Grand Total:	29,732.49