



## **CITY COUNCIL REGULAR SESSION**

**Wednesday, April 15, 2020**

265 Strand Street, St. Helens, OR 97051

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

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### **Welcome!**

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

1. **7:00 P.M. - Call Regular Session to Order via Zoom - See meeting options below**
2. **Pledge of Allegiance**
3. **Visitor Comments - Limited to five (5) minutes per speaker**
4. **Deliberations - Amendments to the City of St. Helens Floodplain Regulations. Also, a change to the size (increase) of accessory structures allowed without permitting.**
5. **Ordinances - Final Reading**
  - 5.a. Ordinance No. 3252: An Ordinance Vacating a Portion of Umatilla Street Right of Way  
[Ord No 3252 - Vacate Portion of Umatilla St ROW PENDING 041520.pdf](#)
6. **Resolutions**
  - 6.a. Resolution No. 1880: A Resolution of the City of St. Helens City Council Adopting a Strategic Workplan for 2020-2021  
[Res No 1880 - Adopt Strategic Workplan 2020-2021 PENDING 041520.pdf](#)
  - 6.b. Resolution No. 1881: A Resolution of the City of St. Helens City Council Adopting a Council Team Agreement  
[Res No 1881 - Adopting Council Team Agreement PENDING 041520.pdf](#)

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

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

**7. Award Bid/Contract**

- 7.a. 2020 Sanitary Sewer Rehabilitation Project No S-667 to Black Rock Underground LLC in the amount of \$143,610  
[4-15-20Award2020\\_SewerRehabProjectS-667.pdf](#)

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

- 8.a. Contract with Arete Advisors, LLC for SentinelOne Virus/Ransomware Software  
[Arete Advisors Agreement for SentinelOne Virus&Ransomware Software.pdf](#)
- 8.b. [RATIFY] Agreement with Enterprise Fleet Management to Sell Vehicles  
[Enterprise Fleet Management - Assignment Agreement.pdf](#)
- 8.c. Agreement with Trotter & Morton for HVAC Maintenance at the Police Station  
[Trotter & Morton - PD HVAC Maint.pdf](#)
- 8.d. [RATIFY] Agreement with USDA for Animal & Plant Health Inspection Services  
[USDA Wildlife Services Agreements.pdf](#)
- 8.e. Amended Memorandum of Understanding with AFSCME to Continue Temporary Reassignment of April Messenger to the Municipal Court Clerk Job Classification  
[Amended MOU - Municipal Court Clerk 1.pdf](#)

**9. Consent Agenda for Approval**

- 9.a. Request for Proposals for Janitorial Services  
[RFP - Janitorial Services 2020.pdf](#)
- 9.b. Council Special Session, Work Session, Executive Session, and Regular Session Minutes dated March 11, 18, and April 1, 2020  
[041520 Council Minutes TO BE APPROVED.pdf](#)
- 9.c. Accounts Payable Bill Lists  
[AP Bill Lists.pdf](#)

**10. Mayor Scholl Reports**

**11. Council Member Reports**

**12. Department Reports**

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13. **Other Business**

14. **Adjourn**

**Zoom Meeting Options -**

*On your computer, tablet or phone*

- <https://zoom.us/j/236912786>
- Meeting ID: 236 912 786

*One tap mobile*

- +13462487799,,236912786#

*Dial by your location*

- +1 346 248 7799 US
- Meeting ID: 236 912 786

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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 15<sup>th</sup> day of April, 2020 by the following vote:

Ayes:

Nays:

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

ATTEST:

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

City of St. Helens  
**RESOLUTION NO. 1880**

A RESOLUTION OF THE CITY OF ST. HELENS CITY COUNCIL  
ADOPTING A STRATEGIC WORKPLAN FOR 2020-2021

**WHEREAS**, the City Council of St. Helens is committed to serving our community in adherence to our Vision: To provide quality, effective and efficient service to our community; and

**WHEREAS**, the City Council and staff have participated in an organizational development process to evaluate our vision, mission, goals, and objectives and to create this strategic workplan to direct limited resources to best meet the needs and aspirations of our community; and

**WHEREAS**, the City Council and staff commit to increase transparency, accountability and improve community civic engagement.

**NOW THEREFORE, IT IS HEREBY RESOLVED** that the City of St. Helens Strategic Workplan 2020-2021 adheres to the City’s vision and strives to direct resources in line with strategic goals and work in the best possible manner to meet the needs of the community and to provide Council and staff a “report card” on how we are doing in leading and serving the City; and it is further

**RESOLVED**, that this plan will guide the work in core goal areas: effective and efficient organization, community and civic engagement, livable and safe community, economic development and long-term planning; and it is further

**RESOLVED**, that the City of St. Helens Strategic Workplan 2020-2021, attached hereto as Exhibit A, is hereby adopted.

**Approved and adopted** by the City Council on April 15, 2020, by the following vote:

Ayes:

Nays:

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

ATTEST:

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



### Executive Summary:

We are pleased to present the 2020-2021 City of St. Helens Strategic Workplan. This plan is the result of a series of organizational development workshops, community input and a deeper look at how we can best serve all residents of our city. Through this process, our Council has taken the City's vision and mission to heart, evaluated our goal areas and, in this time of great opportunity, is looking strategically to our future.

**About this plan:** This annual effort began in 2005 with the development and adoption of a Strategic Plan (Adopted December 2005, Resolution 1417). This workplan adheres to the vision of that first plan and strives to meet that same need: to determine if our City government is structured and working in the best possible manner, to meet the needs of the community and to provide Council and staff a "report card" on how we are doing in leading and serving the City. The work 15 years ago defined the mission of the City which sets our core reason for serving.

## VISION: TO PROVIDE QUALITY, EFFECTIVE AND EFFICIENT SERVICE TO OUR COMMUNITY

### Mission:

- Develop and preserve the highest possible quality of life for 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.

Our city is growing rapidly. We have welcomed 2,410 new neighbors since our last strategic plan 15 years ago. Today we serve close to 14,000 residents and are poised to grow rapidly in the next decade.

This plan serves as a road map to meet today's needs and lays a strong foundation for the future in service to you, our residents. This plan will guide the work in core goal areas: effective and efficient organization, community and civic engagement, livable and safe community, economic development and long-term planning.

This approach keeps us transparent and holds us accountable to focusing resources on strategies that best serve the needs and aspirations of our community. In the coming years, we will need support and partnership from all across our community to further St. Helens' continued livability, smart growth, and prosperity. Please read the workplan, ask questions and share your input so that we can continue our progress together.

Sincerely,

Rick Scholl, Mayor



**Goal Area 1: Effective and Efficient Organization**

<b>EFFECTIVE AND EFFICIENT ORGANIZATION</b>		<b>City Department Lead</b>
<b>Objective:</b>	Create and Maintain an Effective Organization	
<b>Tactic:</b>	Review City Goals & Objectives to Prioritize City Projects	All
<b>Tactic:</b>	Maintain a Balanced and Sustainable Budget	Council/Finance
<b>Tactic:</b>	Attend Regional Meetings and Represent the Community	Council/Administration
<b>Objective:</b>	Recruit and Retain Talented Staff	
<b>Tactic:</b>	Review Wage & Benefits with Comparable Cities	Administration
<b>Objective:</b>	Maintain a Professional and Effective City Council	
<b>Tactic:</b>	Provide Support and Guidance for Commissions	Council/Administration
<b>Tactic:</b>	Attend Professional Development Trainings	All
<b>Tactic:</b>	Attend Regional Meetings and Represent Your Community	Council/Administration

**Goal Area 2**

<b>COMMUNITY AND CIVIC ENGAGEMENT</b>		<b>City Department Lead</b>
<b>Objective:</b>	Be Responsive to Community Needs	
<b>Objective:</b>	Expand Communication Efforts	
<b>Tactic:</b>	Encourage & Build Collaboration with Organizations in our Community	All
<b>Objective:</b>	Expand Civic Participation	
<b>Tactic:</b>	Explore new opportunities to enhance civic participation	Administration





Goal Area 3

<b>LIVABLE AND SAFE COMMUNITY</b>		<b>City Department Lead</b>
<b>Objective:</b>	Create and Maintain a Safe Community	
<b>Tactic:</b>	Improve Safety Throughout the Community	Police/Public Works
<b>Objective:</b>	Maintain Safe and Inviting Public Services & Facilities	
<b>Tactic:</b>	Improve Public Services & Facilities	Public Works/Library /Recreation/Finance
<b>Objective:</b>	Create Access to Arts and Cultural Activities in the Community	

Goal Area 4

<b>ECONOMIC DEVELOPMENT</b>		<b>City Department Lead</b>
<b>Objective:</b>	Develop Policies and Programs to Promote Economic Development	
<b>Tactic:</b>	Review City policies and programs to promote economic development	Administration/Finance/ Planning
<b>Objective:</b>	Develop City Owned Property for Development	
<b>Tactic:</b>	Create an Industrial Park Development Plan	Administration/PW/ Planning
<b>Tactic:</b>	Create a Central Waterfront Development Plan	Administration/PW/ Planning
<b>Tactic:</b>	Create a Riverfront District for Development Plan	Administration/PW/ Planning
<b>Tactic:</b>	Review City-owned Property for Development	Administration/Planning
<b>Objective:</b>	Develop an Urban Renewal Agency for Economic Development	
<b>Tactic:</b>	Create and Maintain Urban Renewal Agency	Finance/Planning



Goal Area 5

LONG TERM PLANNING		City Department Lead
<b>Objective:</b>	Maintain Effective Master Plans and Facility Plans	
<b>Tactic:</b>	Create and Maintain Enterprise Master Plans	Finance/PW/Police
<b>Objective:</b>	Maintain Reserves to Ensure Funding for Equipment Replacement	
<b>Tactic:</b>	Build and Maintain IT Infrastructure for City Operations	Finance
<b>Objective:</b>	Maintain City Municipal Code to help guide/enforce City policy	
<b>Tactic:</b>	Identify potential changes and updates to Municipal City Code	Planning/Administration

*City of St. Helens*  
**RESOLUTION NO. 1881**

A RESOLUTION OF THE CITY OF ST. HELENS CITY COUNCIL  
ADOPTING A COUNCIL TEAM AGREEMENT

**WHEREAS**, the City Council of St. Helens is committed to maintaining an effective and efficient organization, serving our community in adherence to our Vision: To provide quality, effective and efficient service to our community; and

**WHEREAS**, the City Council recognizes that a professional and effective city council is required to best serve all residents, businesses, and visitors.

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, that the City of St. Helens City Council adopts, and members will adhere to, this City Council Team Agreement, attached hereto as Exhibit A.

**Approved and adopted** by the City Council on April 15, 2020, by the following vote:

Ayes:

Nays:

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

ATTEST:

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



265 Strand Street  
 St. Helens, OR 97051  
 (503) 397-6272  
 www.ci.st-helens.or.us

### **City Council Team Agreement**

1. Attendance at Council meetings is first priority; please contact City Recorder if you are unable to attend.
2. Be on time to meetings and read the packet prior to the meeting – be prepared to work.
3. Mayor will take the lead in keeping the meeting and discussion focused.
4. Distribute information in advance of Council discussion.
5. Mayor will recognize Councilors when indicating that they wish to speak.
6. Put a time limit on audience testimony and ask them not to repeat previous speakers.
7. Use formal procedure (point of order, call for question, etc.) to focus the meeting. Formal procedure may be used when necessary for effective discussion. Individuals should use procedure appropriately and courteously.
8. Council meetings are televised live; this requires Council to act professionally by:
  - a. Treating the public and each other with courtesy;
  - b. Speaking in turn and on the issue;
  - c. No interrupting;
  - d. No engaging in side conversations;
  - e. No use of personal electronic devices while conducting business at the dais.
9. Refrain from personal attacks, including to presenters, staff and Council.
10. Agree to be diplomatic about disagreement; leave disagreement at the dais and do not try to polarize other Councilors.
11. Call the City Administrator or designee with questions and requests prior to the meeting.

### **Individual Council Member Conduct Agreements**

Council members agree to:

Cultivate exchange of views with other Councilors.

Avoid doing or saying anything that would harm or discredit the City.

### **Commitments as a Council**

Council strives to:


Be straightforward about goals and issues.

Continue to improve citizen involvement, awareness and participation.

Improve follow-up and resolution of citizen concerns or complaints.

Act as an advocate for the City.

## COUNCIL ACTION SHEET

<b>To:</b>	The Mayor and Members of City Council	
<b>From:</b>	Sue Nelson, Interim Public Works Director	
<b>Date:</b>	15 April 2020	
<b>Subject:</b>	Award 2020 Sanitary Sewer Rehabilitation Project, S-667	

**Background:**

The City of St. Helens owns and operates a collection system of approximately 60 miles of sanitary sewer main ranging in size from 6 inches to 34 inches and including over 1,500 manholes and cleanout structures. Since 2007, the City's Inflow and Infiltration Reduction Program, also called the I & I Project, has aimed to identify, repair, and rehabilitate the public sanitary sewer system. The ultimate goal of the overall project is to comply with the EPA and Oregon DEQ mandate to eliminate raw sewage overflows during heavy rain events caused by stormwater and ground water entering the sewer system through leaks, cracks, breaks, and the direct stormwater connections. This project is a continuation of this work to repair, replace, and rehabilitate deficient portions of the public sanitary sewer system.

Plans and specifications have been prepared by the City Engineering Department staff, and an Invitation to Bid was issued on March 1, 2020 with a submittal deadline of April 7, 2020. The following bids were received:

FIRM	LOCATION	BID
Black Rock Underground LLC	Hillsboro, OR	\$143,610
Landis & Landis Construction LLC	Marylhurst, OR	\$245,645
Iron Horse LLC	Fairview, OR	\$204,894

This project is identified in the 2019/2020 Capital Improvement Budget as Sewer Main Replacement with a total budgeted amount is \$200,000 and is expected to carry over into the 2020/2021 budget cycle.

**Recommendation:**

Award the contract for the 2020 Sanitary Sewer Rehabilitation Project, S-667 to Black Rock Underground LLC as the lowest responsive bidder and authorize the Mayor to execute a Public Improvement Contract with Black Rock Underground LLC for the 2020 Sanitary Sewer Rehabilitation Project, S-667. Contract will be at the rate prescribed in that firm's submitted bid, plus standard contingency.

**QUOTE**

<b>Customer:</b>	City of St Helens
	265 Strand Street
	St Helens, Oregon 97051

<b>Prepared for:</b>	Matt Brown
<b>Phone:</b>	503.366.8227
<b>Email:</b>	mbrown@ci.st-helens.or.us

<b>Date:</b>	April 2, 2020
<b>Quote Expires:</b>	April 16, 2020
<b>Quote ID</b>	202042-0243A

<b>Prepared by:</b>	Jennifer Gemma
<b>Phone:</b>	813.5450543
<b>Email:</b>	jgemma@areteadvisorsinc.com

Code	Description	Sub Mos	Qty (Seats)	Unit Price	Disc	Unit Net Price	Extended Net Price
COR-501-ES-ED-12	Endpoint Protection Platform Subscription with Core Capabilities, Professional (Standard 9x5, email/web) Support Plan, Platform Updates and Upgrades	36	120	\$144	29%	\$102.24	\$12,268.80
RW-00	Ransomware Warranty	36	120	\$0	0%	\$0.00	\$0.00

**Grand Total: \$12,268.80**

**Payment Terms: Net 30**

**Instructions:**

Sign this Quote (or create a Purchase Order referencing the above Quote ID) and email it to [sales@areteadvisorsinc.com](mailto:sales@areteadvisorsinc.com)

**TERMS AND CONDITIONS**

This Quote and these associated terms and conditions constitute a binding agreement ("Agreement") between the Customer identified herein ("Customer") and Arete Advisors, LLC ("Arete"), which shall become effective upon the receipt of a purchase order ("Purchase Order" or "PO") from Customer. In the event of a conflict between the provisions of this Agreement and any provisions contained in any Purchase Order, the provisions of these terms and conditions shall govern. This Agreement supersedes any previous or contemporaneous communications, statements, or understandings between the parties and can be amended or modified only by means of a written document that expressly purports to amend this Agreement. The terms and conditions on any separate order form or similar document Customer may submit to Arete are rejected by Arete and will have no legal effect.

**1. Acceptance.** All POs are subject to acceptance by Arete, and Arete reserves the right to reject a PO in its sole discretion. A PO shall be deemed to be accepted by Arete, however, unless Arete notifies Customer of Arete's rejection within five (5) business days of Arete' receipt of the PO.

**2. Payment Terms.** Arete will issue an invoice against a PO after shipment. All amounts invoiced shall be due and payable net thirty (30) days from the date of invoice. All payments shall be made to Arete in US dollars via wire transfer or in such other manner as Arete shall reasonably designate. Based on its assessment of Customer's financial situation and/or payment history, Arete may refuse to extend credit terms to Customer, in which case Arete may reject a PO or require advance payment or other indication of security as a condition of acceptance and order fulfillment. In the event any payment to be made hereunder is overdue, such payment shall accrue interest at the rate of one and one-half percent (1.5%) per month or, if it is lower than this, the maximum percentage permitted by law, and in addition, if Arete incurs any legal or collection fees cost in connection with enforcing payment obligations hereunder, Customer shall reimburse Arete for all such costs reasonably incurred.

**3. Taxes.** Prices stated on a PO do not include any taxes or other governmental charges, including, without limitation, import or export duties, value-added, sales, use or privileges taxes, or excise or similar taxes levied by any government, now or hereafter enacted. **Depending on your tax jurisdiction, taxes may be added (at the applicable rate) when your order is invoiced.**

**4. Compliance with Laws; Export.** Customer shall comply with all laws (including but not limited to those relating to payments to officials and to the control of imports and exports) that may be applicable to Customer's import, use, transfer, resale, export or re-export of the Service and shall obtain all licenses, approvals and permits required under applicable laws to import, export, or use the Service and make the payment of fees under the PO. Without limiting the generality of the foregoing, Customer hereby acknowledges that the Service is subject to export controls under the laws and regulations of the United States.

**5. General.** Any waiver, amendment or modification of any right, remedy or other term set forth in these terms and conditions will not be effective unless in writing and signed by an authorized person of the party against whom enforcement is sought. Any modifications of these terms and conditions must make specific reference to the provision(s) hereof to be so modified, and must be in writing and signed by both parties. The validity, interpretation, and performance of a PO and these terms and conditions shall be controlled by and construed under the law of Florida. Exclusive jurisdiction of all disputes arising out of or in connection with these terms and conditions and/or a PO or the performance or breach of either shall reside in the appropriate court in Palm Beach County, Florida, USA. Each PO together with these terms and conditions constitutes the entire agreement between the parties as to the subject matter hereof and supersedes any and all written or oral agreements previously existing between the parties with respect to such subject matter. Nothing herein is intended, however, to limit the effectiveness of any End User License Agreement (EULA) or Terms of Service.

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

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

**Name and Title:** \_\_\_\_\_



### AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and City of St. Helens (hereinafter referred to as "CUSTOMER"), on the other hand on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the "Execution Date").

#### RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

#### TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$ 400.00 or the maximum permitted by law ("Service Fee").
4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. Time for Payment:
  - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
  - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited to, Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.



6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.



18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

“ENTERPRISE”

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

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

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

Date Signed: \_\_\_\_\_, \_\_\_\_\_

“CUSTOMER”

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

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

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

Date Signed: \_\_\_\_\_, \_\_\_\_\_

#### Schedule 1

Enterprise Leasing Company of STL, LLC  
 Enterprise Leasing Company of Georgia, LLC  
 Enterprise Leasing Company of Florida, LLC  
 Enterprise Leasing Company of KS LLC  
 EAN Holdings, LLC  
 Enterprise Leasing Company of Orlando, LLC  
 Enterprise Leasing Company of Indianapolis, LLC  
 Enterprise Rent-A-Car Company of Boston, LLC  
 Enterprise Leasing Company of Denver, LLC  
 Enterprise Leasing Company of Chicago, LLC  
 Enterprise RAC Company of Maryland, LLC  
 Enterprise Leasing Company of Philadelphia, LLC  
 Enterprise RAC Company of Baltimore, LLC  
 Enterprise Leasing Company of Minnesota, LLC  
 Enterprise Leasing Company of Detroit, LLC  
 Enterprise Leasing Co of Norfolk/ Richmond, LLC  
 Enterprise Rent-A-Car Co of San Francisco, LLC  
 ELRAC, LLC  
 SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC  
 Enterprise Rent-A-Car Company of Los Angeles, LLC  
 Enterprise RAC Company of Cincinnati, LLC  
 CLERAC, LLC  
 Enterprise Rent-A-Car Company of Pittsburgh, LLC  
 Enterprise Rent-A-Car Company of Wisconsin, LLC  
 Enterprise Rent-A-Car Company of UT, LLC  
 CAMRAC, LLC  
 Enterprise Rent-A-Car Company of Rhode Island, LLC  
 Enterprise Leasing Company of Phoenix, LLC  
 Enterprise Leasing Company- Southeast, LLC  
 Enterprise Leasing Company- West, LLC  
 Enterprise Leasing Company- South Central, LLC  
 PENRAC, LLC  
 Enterprise Rent-A-Car Company of KY, LLC  
 Enterprise Rent-A-Car Company - Midwest, LLC  
 Enterprise RAC Company of Montana/Wyoming, LLC

Exhibit A

**Enterprise Vehicle Disclosure Form (Exhibit A)**

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

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

Year, Make, Model: \_\_\_\_\_ Color: \_\_\_\_\_

Vehicle Identification Number: \_\_\_\_\_

**Clear title MUST be returned with this paperwork before  
vehicle can be delivered to Enterprise location.**

I, the undersigned owner of the above vehicle wish to sell said vehicle and do hereby represent and warrant: (Please initial each statement)

\_\_\_\_\_ I have provided Enterprise with a clear title to the vehicle referenced above and freely executed all documents necessary to provide clear title.

\_\_\_\_\_ The vehicle has not been in an accident, which has caused any damage deemed not repairable by insurance company and/or issued a Reconditioned/Salvage title.

\_\_\_\_\_ The title is now and always has been conventional (i.e. Not Salvage, Flood, Scrap, etc.)

\_\_\_\_\_ I am aware of no structural or mechanical defects.

\_\_\_\_\_ I certify that the true and actual mileage on this vehicle at the time of trade to be \_\_\_\_\_; and that the odometer is working at this time and has not been repaired or replaced.

- I have removed anything of value from the vehicle. Enterprise shall not be responsible for loss of or damage to items left in vehicles.
- The below signer warrants that signing this agreement on behalf of such party is duly authorized to bind such party.

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

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

Printed Name/Title: \_\_\_\_\_



## MAINTENANCE AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
03/19/2020	PC19259	

**BY AND BETWEEN:**

Trotter & Morton  
 1060-A Industrial Way  
 Longview, WA 98632  
 WA# TEMPCMS065QP / OR CCB# 103165

**AND**

St. Helens Police Dept  
 150 South 13th St  
 St. Helens, OR 97051

hereinafter CONTRACTOR

hereinafter CUSTOMER

**SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):**

**St Helens Police Department**

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

**MAINTENANCE PROGRAM:**

**Customized Professional Maintenance II**

and associated Terms and Conditions

AGREEMENT coverage will commence on April 01, 2020 (date). The AGREEMENT price is \$4,404.00 per year, payable \$1,101.00 per Quarter in advance beginning on the effective date of April 01, 2020.

IN WARRANTY ONLY: During the warranty, the AGREEMENT price will be \_\_\_\_\_ per \_\_\_\_\_. It is understood that the warranty expires on \_\_\_\_\_(date).

**SCHEDULES INCLUDED:**

- 1-Inventory of Equipment
- 2-Air Filter Service
- 5-Special Services/Provisions

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

**CONTRACTOR**

**CUSTOMER**

\_\_\_\_\_  
Signature (Sales Representative) Michael Rigby

\_\_\_\_\_  
Signature (Authorized Representative)

**Approved For Contractor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print/Type)

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM II

Proposal Date	Proposal Number	Agreement No.
03/19/2020	PC19259	

Our Customized Professional Maintenance II (CPM-II) is designed to provide the Customer with an ongoing maintenance program. The CPM-II program will be initiated, scheduled, administered, monitored and updated by the Contractor. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Contractor's own experience. The Customer is informed of the program's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

**CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):**

**TEST AND INSPECT:** Job labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:  
 -TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.  
 -INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

**PREVENTIVE MAINTENANCE:** Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:  
 -CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.  
 -ALIGNING belt drives; drive couplings; air fins, etc.  
 -CALIBRATING safety controls; temperature and pressure controls, etc.  
 -TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.  
 -ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.  
 -LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.  
 -PAINTING, for corrosion control, as directed by our scheduling system and on an as-needed basis.

**CUSTOMIZED PROFESSIONAL MAINTENANCE PROGRAM II TERMS AND CONDITIONS**

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
8. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
9. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
10. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
11. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
12. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
14. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) and/or Safety Data Sheets (SDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
15. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this agreement.
16. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Contractor's rates then in effect.

## Inventory Of Equipment

Proposal Date	Proposal Number	Agreement No.
03/19/2020	PC19259	

Qty	Description	Manufacturer	Model	Serial #	Rating	Location
1	<b>Package Unit(s)</b> 001  1 - Evaporator Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Rudd	RRKA-A018J K04E	1R6228ADA AF31030692 6	0.5 HP  1.5 Tons 0.25 HP	Roof
1	002  1 - Evaporator Fan Motor 1 - Heating Section 1 - Economizer Section 1 - Compressor 1 - Condenser Fan Motor	Ruud	RRKA-A060J K10E	1R6670ADA AF25040880 1	0.75 HP  5 Tons 0.3 HP	Roof
1	003  1 - Evaporator Fan Motor 1 - Heating Section 1 - Economizer Section 1 - Compressor 1 - Condenser Fan Motor	Bard	WA361-A10E XXXE	125J981260 129-02	0.5 HP  3 Tons 0.25 HP	Admin - side of building
1	004  1 - Evaporator Fan Motor 1 - Heating Section 1 - Economizer Section 1 - Compressor 1 - Condenser Fan Motor	Bard	WA361-A10E XXXE	N/A	0.5 HP  3 Tons 0.25 HP	Admin - side of building



## Inventory Of Equipment

Proposal Date	Proposal Number	Agreement No.
03/19/2020	PC19259	

Qty	Description	Manufacturer	Model	Serial #	Rating	Location
	All thermostats related to above equipment.					

## Air Filter Service

Proposal Date	Proposal Number	Agreement No.
March 19, 2020	PC19259	

CONTRACTOR WILL FURNISH AND INSTALL AIR FILTER MATERIAL(S) AS LISTED BELOW:

Unit	Qty	Size	Type	Changes/Yr
<b>Package/Split System(s)</b>				
001	1	24 X 24 X 2.0	Ext. Surface Pleated	4
002	1	24 X 24 X 2.0	Ext. Surface Pleated	4
003	1	16 X 30 X 1.0	Ext. Surface Pleated	4
004	1	16 X 30 X 1.0	Ext. Surface Pleated	4

THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.

If this program is terminated, Contractor reserves the right to remove Contractor's frames.

\*Should experience show that more or less frequent media changes are required, the Agreement price will be adjusted based on Contractor's rate then in effect.

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Schedule 5

**Special Services/Provisions**

Proposal Date	Proposal Number	Agreement No.
03/19/2020	PC19259	

**COMPUTERIZED MAINTENANCE TASK SCHEDULING:**

Will print task scheduled for every visit. It will be based upon the equipment age, make, model, hours of operation, operating environment, and past experience. When the service technician is completed with all tasks, he will solicit an authorized signature and report the maintenance performed. This will assure exactly the right maintenance is performed at exactly the right time. TCMS receives proper feedback and the customer receives the required maintenance. Reports are available for customer review.

**EMERGENCY STICKERS:**

Will be placed on or near the equipment with a unique identification code and 24-hour telephone number.

**AIR FILTERS:**

Contractor to furnish and install air filters for equipment listed on Schedule 1, at a frequency rate listed on Schedule 2.

**BELT SERVICE:**

Contractor to furnish and install new drive belts annually for equipment listed on Schedule 1; Inventory of Equipment

**DISCLOSURE:**

Contractor will not be liable for any delays, damages or claims made in the event of schedule issues or delays caused by events of force majeure, which events include, but are not limited to acts of God, terrorism, war, transit strikes, contagions, airborne viruses or strikes.

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**CITY OF ST. HELENS (COOPERATOR)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE**  
**WILDLIFE SERVICES (APHIS-WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this Agreement is to conduct wildlife damage management (WDM) activities to manage migratory bird species in order to reduce human health and safety threats and associated maintenance problems.

**ARTICLE 2 - AUTHORITY**

APHIS-WS has statutory authority under the Animal Damage Control Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 8351-352), and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 8353), the Secretary of Agriculture may conduct a program of wildlife services with respect to injurious animal species and take any action the Secretary considers necessary in conducting the program. Additionally, the Secretary of Agriculture, except for management of urban rodents, is authorized to conduct activities to manage nuisance mammals and birds and those mammal and bird species that are reservoirs for zoonotic diseases. In carrying out a program of wildlife services involving injurious and/or nuisance animal species or involving mammal and bird species that are reservoirs for zoonotic diseases, the Secretary is authorized to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions.

Under the Consolidated Appropriations Act, 2017, (Pub. L. No. 115-31, 131 Stat. 144, H.R. 244 — 115th Congress (2017-2018), APHIS is authorized to collect fees to cover the total costs of providing technical assistance, goods, or services requested by States, other political subdivisions, domestic and international organizations, foreign governments, or individuals, provided that such fees are structured such that any entity's liability for such fees is reasonably based on the technical assistance, goods, or services provided to the entity by the Agency, and such fees shall be credited to this account, to remain available until expended, without further appropriation, for providing such assistance, good, or services.

**ARTICLE 3 - MUTUAL RESPONSIBILITIES**

The cooperating parties mutually understand and agree to/that:

- a. Confer and plan a WDM program that addresses the need for managing conflicts caused by Swallows, Migratory and nuisance birds, predatory and wildlife for the City of St. Helens, Oregon. Based on this consultation, WS will formulate, in writing, the program work plan and associated budget and present them to the Cooperator for approval.
- b. Develop a mutually agreed upon Work Plan and Financial Plan which are incorporated into this Agreement by reference. It is understood and agreed that any monies allocated for the purpose of this Agreement shall be expended only towards the activities and related expenses outlined therein.
- c. When either of the Cooperating parties address the media or incorporate information into reports and/or publications, both Cooperating parties must agree, in writing, to have their identities disclosed when receiving due credit related to the activities covered by this agreement.

- d. APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this Agreement.
- e. All equipment with a purchase price of \$5,000 or more per unit, purchased directly with funds from the cooperator for use solely on this project shall be subject to disposal according to APHIS policy, and shall be specifically listed in the Work and Financial Plan. Property title/disposal shall be determined when the project (including all continuations and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to APHIS Policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of \$5,000 or more per unit, carried over from a purchase directly with funds from the cooperator for use solely for this project. All other equipment purchased for the program is and remain the property of APHIS-WS.
- f. APHIS-WS will provide overall direction and control of the program.

#### **ARTICLE 4 - COOPERATOR RESPONSIBILITIES**

The Cooperator agrees to/that:

- a. Designate : Sue Nelson, Public Works, City of St. Helens, 265 Strand Street, St. Helens, OR 97051, (503) 397-6272, [SueN@ci.st-helens.or.us](mailto:SueN@ci.st-helens.or.us) as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;
- b. Reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Work and Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the Work and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of service submitted via an invoice within 30 days of the date of the submitted invoice or invoices as submitted by APHIS-WS. Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996. If the Cooperator is delinquent in paying the full amount of the due service costs submitted by APHIS-WS, and/or is delinquent in paying the due late payments, and/or is delinquent in paying the interest, penalties, and/or administrative costs on any delinquent due service costs, APHIS-WS will immediately cease to provide the respective service associated with the submitted service costs. APHIS-WS will not reinstate or provide the respective service until all due service costs, and/or due late payments, and/or due interest, penalty, and/or administrative costs are first paid in full.
- c. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
- d. As a condition of this Agreement, The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

#### **ARTICLE 5 – WS RESPONSIBILITIES**

WS agrees:

- a. To designate David Williams, State Director, 6035 NE 78th Ct, Ste 100, Portland, OR 97218, 503-326-2346, [david.e.williams@aphis.usda.gov](mailto:david.e.williams@aphis.usda.gov) as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement.
- b. The performance of wildlife damage management actions by WS under this agreement is contingent upon a

determination by WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

- c. To provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work and Financial Plan referenced in 3.a of this Agreement.
- d. To bill the Cooperator for costs incurred in performing WDM activities as authorized in the approved annual Work and Financial Plan as may be amended.
- e. To notify the Cooperator if costs are projected to exceed the amounts estimated and agreed upon in the Financial Plan. WS will cease providing goods or services until a revision to the Work and Financial Plan, as appropriate, have been agreed to and signed by both parties to this Agreement.
- f. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

#### **ARTICLE 6 – CONTINGENCY STATEMENT**

For costs borne by WS, this agreement is contingent upon the passage of the Agriculture, Rural Development, and Related Agencies Appropriation Act for the current fiscal year from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress provides APHIS funds only for a finite period under a Continuing Resolution.

#### **ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE**

Nothing in this agreement shall prevent any other country, State government or its political subdivisions, local government, university, or college, organization, association, or individual from entering into separate agreements with WS for same or similar activities provided under the terms of this Agreement.

#### **ARTICLE 8 – CONGRESSIONAL RESTRICTIONS**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

#### **ARTICLE 9 – APPLICABLE REGULATIONS**

All WDM activities will be conducted in accordance with applicable Federal, State, and local laws and regulations.

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS provides goods or services on a cost recovery basis to nonfederal recipients.

#### **ARTICLE 10 – LIABILITY**

APHIS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

#### **ARTICLE 11 – NON-DISCRIMINATION CLAUSE**

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race,

color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

**ARTICLE 12 – FAILURE TO PAY FEES**

The cooperator is liable for fees assessed for services performed under this agreement. APHIS will assess a late payment penalty for failure to pay fees when due. In addition, the overdue fees shall accrue interest as required by 31 U.S.C. 3717.

**ARTICLE 13 – AGREEMENT EFFECTIVE DATE**

This Agreement shall become effective April 10, 2020, and shall continue to December 31, 2025. Further, this Agreement may be amended or extended at any time by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend at least 30 days prior to expiration of the agreement. It may be terminated by either party upon 60 days notice in writing to the other party.

**AUTHORIZATION:**

City of St. Helens  
Tax Identification Number: 93-6002248

*[Signature]*  
Representative, City of St. Helens

4-7-2020  
Date

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES  
Tax Identification Number: 41-0696271

\_\_\_\_\_  
David Williams, State Director, Oregon

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jason Suckow, Director, Western Region

\_\_\_\_\_  
Date

**USDA APHIS WILDLIFE SERVICES  
WORK AND FINANCIAL PLAN**

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<b>COOPERATOR:</b>	<b>CITY OF ST. HELENS</b>
<b>COOPERATIVE AGREEMENT NO.:</b>	<b>20-7341-7102-RA</b>
<b>ACCOUNT WBS:</b>	<b>AP.RA.RX41.73.0236</b>
<b>AGREEMENT DATES:</b>	<b>April 10, 2020 – December 31, 2020</b>
<b>AGREEMENT AMOUNT:</b>	<b>\$5,000.00</b>

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Pursuant to Cooperative Service Agreement No. 20-7341-7102-RA between City of St. Helens and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work and Financial Plan defines the objectives, plan of action, resources and budget for cooperative wildlife services program.

**OBJECTIVES/GOALS**

APHIS-WS objective is to provide professional wildlife management assistance to reduce or manage damage caused by Swallows, migratory birds, and other nuisance wildlife to protect property and human health and safety.

Specific goals are:

1. To provide direct assistance for City of St. Helens from wildlife conflicts or damage.
2. To provide assistance in the form of educational information.

**PLAN OF ACTION**

The objectives of the wildlife damage management program will be accomplished in the following manner:

1. APHIS-WS will provide technical assistance and or direct management at times and locations for where it is determined there is a need to resolve problems caused by wildlife. Lethal management efforts will be directed towards specific offending individuals or local populations. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.
 

Technical Assistance: APHIS-WS personnel may provide verbal or written advice, recommendations, information, demonstrations or training to use in managing wildlife damage problems. Generally, implementation of technical assistance recommendations is the responsibility of the resource/property owner.

Direct Management: Direct management is usually provided when the resource/property owner's efforts have proven ineffective and or technical assistance alone is inadequate. Direct management methods/techniques may include trap equipment, shooting, and other methods as mutually agreed upon.
2. APHIS-WS District Supervisor Brian Thomas in Salem, Oregon will supervise this project (503) 399-5814. This project will be monitored by David E. Williams, State Director, Portland, Oregon (503) 326-2346.
3. APHIS-WS will invoice City of St. Helens quarterly for actual costs incurred in providing service, not to exceed \$5,000.00. Quarterly invoices consist of four invoices billed quarterly, plus a final invoice one quarter after the agreement has ended, provided there was billable expenses to the agreement. In some cases, the work is done during the period of performance but expenses post outside of the agreement end date, resulting in a final invoice.
4. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS-WS are due and payable within 30 days of the invoice date. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

**PROCUREMENT**

City of St. Helens understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

**STIPULATIONS AND RESTRICTIONS:**

1. All operations shall have the joint concurrence of APHIS-WS and City of St. Helens and shall be under the direct supervision of APHIS-WS. APHIS-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and regulations.
2. APHIS-WS will cooperate with the Oregon Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, Oregon Department of Transportation, Oregon Fire marshal’s Office, county and local city governments, and other entities to ensure compliance with Federal, State, and local laws and regulations.
3. Wildlife Damage Management: A Work Initiation Document for Wildlife Damage Management (WS Form 12A), a Work Initiation Document for Wildlife Damage Management – Multiple Resource Owners (WS Form 12B) or a Work Initiation Document for Management of Wildlife Damage on Urban Properties (WS Form 12C) will be executed between APHIS-WS and the landowner, lessee, administrator before any APHIS-WS work is conducted.

**COST ESTIMATE FOR SERVICES:**

Salary including possible overtime, benefits, vehicle, supplies and material costs charged at actual cost. The distribution of the budget for this work plan may vary as necessary to accomplish the purpose of this Agreement.

**AUTHORIZATION:**

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

*J. Hel* *City Administrator*  
Representative, City of St. Helens

*4-7-2020*  
Date

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES

\_\_\_\_\_  
David Williams, State Director, Oregon

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jason Suckow, Director, Western Region

\_\_\_\_\_  
Date

FINANCIAL PLAN

For the disbursement of funds from

City of St. Helens

to

USDA APHIS Wildlife Services

for

Swallows and migratory bird management

from

4/6/2020

to

12/31/2020

Cost Element		Full Cost
Personnel Compensation	\$	2,871.75
Travel	\$	-
Vehicles	\$	872.88
Other Services	\$	-
Supplies and Materials	\$	-
Equipment	\$	187.74

Subtotal (Direct Charges)	\$		3,932.37
Pooled Job Costs	11.00%	\$	432.56
Indirect Costs	16.15%	\$	635.08
Aviation Flat Rate Collection		\$	-
Agreement Total	\$		5,000.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$5,000.00



**AMENDED MEMORANDUM OF UNDERSTANDING**

This Amended Memorandum of Understanding ("AMOU") is entered into on this \_\_\_ day of \_\_\_\_\_, 2020 by and between the City of St. Helens, Oregon ("City") and the American Federation of State, County, and Municipal Employees ("AFSCME") Local 1789, Council 75, ("Union"), collectively referred to the "Parties".

Whereas, the Parties previously entered into a Memorandum of Understanding ("MOU") wherein the Parties agreed that April Messenger, a City employee and Union bargaining unit member, would be temporarily reassigned from her position of "Utility Billing, Banking, Court Specialist" to that position of "Municipal Court Clerk".

Whereas, the MOU stated the temporary reassignment commenced on January 15, 2019 and continued through January 15, 2020.

Whereas, the Parties desire to extend the temporary reassignment through June 30, 2020.

Now, therefore, the City and Union understand and agree to the following:

1. The Parties agree that the temporary reassignment of April Messenger, a City employee and Union bargaining unit member, in the job classification of "Municipal Court Clerk" shall continue through June 30, 2020.
2. In accordance with Article 10 of the Collective Bargaining Agreement between the Parties, the City employee will continue to be compensated at the City employee's regular rate of pay, plus a 5% differential that will be included in the regular monthly paycheck and will be retroactive to the original date of 1/15/2019 when the City employee was asked to step into the position due to staffing changes in the department.
3. Nothing in this AMOU limits the authority of the City to reorganize the municipal court subject to any applicable provisions of the Collective Bargaining Agreement.
4. Any dispute related to enforcement of the terms of this agreement will be subject to the grievance procedure described in Article 6 of the current Collective Bargaining Agreement.

This AMOU is effective as of January 15, 2020.

**AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES  
LOCAL 1789, COUNCIL 75**

**CITY OF ST. HELENS**

\_\_\_\_\_  
Heidi Davis, President, AFSCME Local 1789

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

\_\_\_\_\_  
Micaela Shapiro-Shellaby, Council 75 Rep.

\_\_\_\_\_  
John Walsh, City Administrator

**REQUEST FOR PROPOSALS**

**Janitorial Services: City of St. Helens Oregon**

**DATE: APRIL 2020**

**City of St. Helens  
265 Strand Street  
St. Helens OR 97051  
(503) 366-8227**

**GENERAL INFORMATION**

The City of St. Helens seeks proposals from companies interested in providing Janitorial Services. We encourage companies to submit the most comprehensive proposal possible offering the highest quality of service and enhancement to improve our janitorial services at City facilities.

Include information about any community involvement and the dedicated resources for serving the public sector. While your format must be consistent with the requirements of the RFP, if you believe there is additional information that would be beneficial to the City, there is a section at the end where you can provide such information.

A City review panel, consisting of staff from multiple departments will review your RFP for pricing and services. We intend to establish an initial two-year contract with the option to renew annually. The City will retain the right to cancel the contract for any reason with ninety (90) days written notice.

The complete RFP will be made available on the City’s website ([www.ci.st-helens.or.us/rfps](http://www.ci.st-helens.or.us/rfps))

**ESTIMATED TIMETABLE OF RFP:**

Distribution of RFP	APRIL 16, 2020
Deadline for Questions	MAY 8, 2020
Proposal Submission	MAY 15, 2020 @ 3:00 PM
City Panel Review	MAY 18-22, 2020
Notification of Finalist(s)	MAY 22, 2020
Interview Finalist(s) (TBD-If Needed)	MAY 25-29, 2020
Notification of Selected Provider	MAY 29, 2020
Contract Signing	JUNE 2020
Work Begins	JULY 1, 2020

We have made every effort to include sufficient information within this RFP for a vendor to prepare a responsive, comprehensive proposal. The timing of the proposal process is as follows:

- a) Distribution of Request for Proposal: April 16, 2020
- b) Deadline for Questions is May 8, 2020. All questions must be emailed to [mbrown@ci.st-helens.or.us](mailto:mbrown@ci.st-helens.or.us) no later than this date to ensure that all proposers can receive the information.
- c) Proposal Submission: Proposals must be delivered directly to the City no later than **May 15, 2020 @ 3:00 PM**. Late submissions after the deadline or proposals delivered via fax/email will not be accepted. A total of five (5) identical proposals must be submitted and labeled as follows:

ATTENTION: MATT BROWN  
City of St. Helens  
265 Strand Street  
St. Helens OR 97051

- d) Notification: We anticipate sending notification to all vendors regarding the outcome of the review and begin the contract process with the selected vendor by May 29, 2020.
- e) Conversion Activities: The awarded vendor will be required to coordinate with our staff all the activities necessary to ensure smooth transition.

We will make every effort to administer the proposal process in accordance with the terms and dates discussed in the RFP. However, we reserve the right to modify the proposal process and dates as deemed necessary.

**Cleaning Services – Facilities & Specifications**

Below is an outline of Janitorial Services that are requested for each facility.

**CITY HALL & ANNEX BUILDING – 265 Strand Street in St. Helens**

*Service 3 days per week*

Regular Tasks:

- Clean toilets, toilet seats and urinals
- Clean restroom fixtures and all door handles
- Refill all dispensers as needed from stock
- Clean restroom mirrors and dust stalls
- Clean entranceways and lobbies
- Vacuum carpeted areas and spot clean where needed
- Clean all vinyl floors
- Clean drinking fountain
- Clean all doorknobs and handles
- Gather all garbage where able and place in dumpster for disposal
- Gather recycling from office containers and place in large main recycling bin
- If specific offices/areas are locked, do not enter or clean that office/area
- Clean main counter surfaces upstairs and downstairs in lobby areas
- Dust desks, chairs, tables, bookshelves and other furniture in public view
- Clean all entrance doors
- Clean interior window in main lobby area
- Clean all ledges and other flat areas
- Remove fingerprints and soil spots from woodwork and walls
- Sweep walkways at all building entrances
- Remove cobwebs around entrances and porch lights
- Dust mini-blinds and windowsills
- Clean kitchen countertops and fixtures (Fridge/Microwave)
- Clean stair railing
- Check and lock doors upon completion of work

Semi-Annual Tasks (June/Dec)

- Clean exterior windows
- Deep clean carpets and restroom floors

Annual Tasks (Dec)

- Strip wax from vinyl floors and re-wax

POLICE STATION – 150 S. 13<sup>th</sup> Street in St. Helens

*Service 5 days per week*

*Service anytime except thirty minutes before or thirty minutes after 6:00 AM; 2:00 PM and 10:00 PM so as not to interfere with daily shift change activity.*

Regular Tasks:

- Clean toilets, toilet seats and urinals
- Clean restroom fixtures and all door handles
- Refill all dispensers as needed from stock
- Clean restroom mirrors
- Clean restroom floors
- Clean entranceways and lobby
- Vacuum carpeted areas
- Clean drinking fountain
- Clean all doorknobs and handles
- Gather all garbage where able and place in dumpster for disposal
- Gather recycling from office containers and place in large main recycling bin
- If specific offices/areas are locked, do not enter or clean that office/area
- Check and lock doors upon completion of work
- Clean main counter surfaces
- Dust desks, chairs, tables, bookshelves and other furniture in public view
- Clean all entrance doors
- Clean all ledges and other flat areas
- Remove fingerprints and soil spots from woodwork and walls
- Sweep walkways at all building entrances
- Dust mini-blinds and windowsills
- Dust all walls and ceilings
- Clean kitchen countertops and fixtures

Semi-Annual Tasks (June/Dec)

- Clean exterior surfaces of exterior windows
- Deep clean carpets and restroom floors

COLUMBIA LEARNING CENTER – 2375 S. 18<sup>th</sup> Street in St. Helens

*Service 5 days per week for Common/Library  
Service 2 days per week for CCET Offices*

*Common Areas*

Regular Tasks

- Clean toilets, toilet seats and urinals
- Clean restroom fixtures and all door handles
- Refill all dispensers as needed from stock
- Clean restroom mirrors
- Clean restroom floors
- Clean entranceways and lobby
- Vacuum carpeted areas
- Clean drinking fountain
- Clean all doorknobs and handles
- Gather all garbage where able and place in dumpster for disposal
- Gather recycling from office containers and place in large main recycling bin
- If specific offices/areas are locked, do not enter or clean that office/area
- Check and lock doors upon completion of work
- Clean main counter surfaces
- Dust desks, chairs, tables, bookshelves and other furniture in public view
- Clean all entrance doors
- Clean all ledges and other flat areas
- Remove fingerprints and soil spots from woodwork and walls
- Sweep walkways at all building entrances
- Dust mini-blinds and windowsills
- Dust all walls and ceilings

Semi-Annual Tasks (June/Dec)

- Clean exterior surfaces of exterior windows
- Deep clean carpets and restroom floors

### *CCET Offices*

#### Regular Tasks

- Clean entranceways and lobby
- Vacuum carpeted areas
- Clean all doorknobs and handles
- Gather all garbage where able and place in dumpster for disposal
- Gather recycling from office containers and place in large main recycling bin
- Check and lock doors upon completion of work
- Dust desks, chairs, tables, bookshelves and other furniture in public view
- Clean all entrance doors
- Clean all ledges and other flat areas
- Remove fingerprints and soil spots from woodwork and walls
- Dust mini-blinds and windowsills
- Dust all walls and ceilings

### *Library*

#### Regular Tasks

- Clean entranceways and lobby
- Vacuum carpeted areas
- Clean all doorknobs and handles
- Gather all garbage where able and place in dumpster for disposal
- Gather recycling from office containers and place in large main recycling bin
- If specific offices/areas are locked, do not enter or clean that office/area
- Check and lock doors upon completion of work
- Clean main counter surfaces
- Dust desks, chairs, tables, bookshelves and other furniture in public view
- Clean all entrance doors
- Clean all ledges and other flat areas
- Remove fingerprints and soil spots from woodwork and walls
- Sweep walkways at all building entrances
- Dust mini-blinds and windowsills
- Dust all walls and ceilings

#### Semi-Annual Tasks (June/Dec)

- Clean exterior surfaces of exterior windows
- Deep clean carpets and restroom floors

WASTEWATER TREATMENT PLANT – 451 Plymouth Street in St. Helens

*Service 2 days per week  
Service during regular office hours.*

Regular Tasks:

- Clean toilets, toilet seats and urinals
- Clean restroom fixtures and all door handles
- Refill all dispensers as needed from stock
- Clean restroom mirrors
- Clean restroom floors
- Clean shower/locker room area
- Clean entranceways and lobby
- Clean drinking fountain
- Clean all doorknobs and handles
- Gather all garbage where able and place in dumpster for disposal
- Gather recycling from office containers and place in large main recycling bin
- If specific offices/areas are locked, do not enter or clean that office/area
- Check and lock doors upon completion of work
- Clean main counter surfaces upstairs and downstairs in lobby areas
- Dust desks, chairs, tables, bookshelves and other furniture in public view
- Clean all entrance doors
- Clean all ledges and other flat areas
- Remove fingerprints and soil spots from woodwork and walls
- Sweep walkways at all building entrances
- Dust mini-blinds and windowsills
- Clean kitchen countertops and fixtures (Fridge/Microwave)
- Dust all walls and ceilings

PUBLIC WORKS PARKS SHOP – 475 S. 18<sup>th</sup> Street

*Service 1 day per week*

Regular Tasks:

- Clean toilets, toilet seats and urinals
- Clean restroom fixtures and all door handles
- Refill all dispensers as needed from stock
- Clean restroom mirrors
- Clean restroom floors
- Gather all garbage where able and place in dumpster for disposal
- Gather recycling from office containers and place in large main recycling bin
- Vacuum carpeted areas and Mop floors
- Clean countertops in office area



PUBLIC WORKS WATER FILTRATION FACILITY – 1215 4<sup>TH</sup> Street in Columbia City

*Service 1 day per week  
Service during regular office hours.*

Regular Tasks:

- Clean toilets, toilet seats and urinals
- Clean restroom fixtures and all door handles
- Refill all dispensers as needed from stock
- Clean restroom mirrors
- Clean restroom floors
- Gather all garbage where able and place in dumpster for disposal
- Gather recycling from office containers and place in large main recycling bin

RECREATION/COMMUNITY CENTER – 1810 Old Portland Road in St. Helens

*Service 1 day per week*

Regular Tasks:

- Clean toilets, toilet seats and urinals
- Clean restroom fixtures and all door handles
- Refill all dispensers as needed from stock
- Clean restroom mirrors
- Clean restroom floors

OTHER NOTES AND SPECIFICATIONS TO CONSIDER:

- Contractor will provide janitorial supplies except for paper goods and hand soap.
- Contractor will provide all janitorial equipment.
- Contractor will provide and maintain required MSDS, OSHA documentation and blood borne pathogen documentation and provide training for staff and anyone working at the sites that might be using cleaning products provided by Contractor.
- Except for the Police Department, service will begin after 5 PM and finish before 8 AM so as to not interfere with daily work activity.
- Contractor will complete a security clearance background check and provide documentation to the City for themselves and all employees who will work at the sites listed. The City Police Department will do an additional background check. The contractor or its employees will not be allowed in any building listed until the outcome of both background checks are received and reviewed by the City. The City reserves the right to prohibit entrance into its buildings.
- The contractor will provide emergency services at a rate not to exceed \$25.00 per hour.
- Contractor may receive, upon successful City Council review, an opportunity to renew on an annual basis the Materials and Services Contract for up to five years when mutually agreed by both parties.

### **Required Format Proposal**

In order for us to adequately compare and evaluate proposals objectively, **all proposals must be submitted with this format. Not doing so will be reflected in the overall scoring.**

- Title Page/Cover: It should include the name of the proposing vendor, principle business address, phone number and email address of a specific contact individual.
- Table of Contents: One printed page maximum.
- Transmittal Letter: The letter should address the vendor’s willingness and commitment, if selected, to provide the services, and why the vendor believes it should be selected. The letter should be addressed to Matt Brown, City of St. Helens, Oregon, 265 Strand Street, St. Helens OR 97051 and signed by the manager assigned to our account.

#### **Section 1 – Business Profile and Staff**

Respond to the following sections:

- a) Overview: Provide an overview of your business, when it started, how many employees, and why you are responding to this RFP.
- b) Experience: Describe your experience in providing services. Provide three (3) references that are most comparable to our size and needs that we may contact if you are chosen as a finalist. Include a brief description of the services provided for each reference and a contact person and telephone number for each client described.
- c) Relationship Manager: Describe the relationship team that will be assigned to service our buildings. Describe individual roles, their responsibilities and briefly detail credentials and related experience.

#### **Section 2 – Pricing Schedule**

Provide in this section, the pricing for services proposed by vendor. Pricing should include an hourly rate or monthly fixed cost for services provided and outlined in this RFP.

#### **Section 3 – Other Info / Services**

This is YOUR opportunity to include any services that it may require that are not listed and any other services you would make available to the City of St. Helens that are not mentioned in the RFP. This may include services that help the City of St. Helens become more efficient and help in the business activities of the City and other Service Enhancements you could suggest here. In this section, you may also provide any such information that you feel you need to share to help the City make the best selection for a provider.

### **EVALUATION OF PROPOSALS**

The evaluation criteria will include the following:

- A. **Comprehensiveness of Services Provided:** Overall capabilities of the vendor to meet the service levels described in this RFP. (Scoring = 0-5)
- B. **Public Sector Experience and Resources:** The vendor’s experience in providing janitorial services, as well as dedicated resources and personnel. (Scoring = 0-5)
- C. **Reference List:** Points provided on positive reviews when interviewed. (Scoring = up to 3 points) (1 pt. for each positive reference)
- D. **Assigned Relationship Manager / Team:** The credentials and experience of the person(s) assigned to our relationship. (Scoring = 0-5)
- E. **Service Enhancements:** The vendor’s efforts to understand our needs and goals. (Scoring = 0-5)
- F. **Community Involvement:** The vendor’s role as a corporate citizen and related contributions to our local community. Points will be scored based on current level of community involvement examples as well as location of services located in/around the City of St. Helens, volunteerism around the community, partners with businesses and/or non-profits in/around St. Helens. (Scoring = 0-3)
- G. **Other Factors:** Any other factors that we believe are in our best interest to consider which were not previously described above. (Scoring 0-2)
- H. **Format Completeness:** Full points awarded if the vendor has followed the format proposal reflected in this RFP. (Scoring = 0-2)

Total Points Possible = 30 Points MAX

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

**CITY COUNCIL MINUTES**

Presented for approval on this 15<sup>th</sup> day of April, 2020 are the following Council minutes:

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2020

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- Special Session Minutes dated March 11, 2020
- Special Session Minutes dated March 18, 2020
- Work Session, Executive Session, and Regular Session Minutes dated April 1, 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

Special Session Minutes

March 11, 2020

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

**Members Absent:** Councilor Stephen R. Topaz

**Staff Present:** John Walsh, City Administrator  
Matt Brown, Assistant City Administrator  
Rachael Barry, Government Affairs and Special Projects Coordinator  
Kathy Payne, City Recorder

**Others:** None

1) **4:14 P.M. - Call Special Meeting to Order**

2) **Council Development**

2.A **Review Group Agreements**

Council discussed that improvement is needed with:

- Asking questions prior to the meeting to be prepared.
- Being clear when giving direction to staff during meetings.
- Following-up with citizens after public comment is made during meetings.
- Managing presentation time. Include time allotted on the agenda or use the timer.
- Reminders prior to meetings.

Council read the group agreement.

2.B **Roles: Governance vs. Administration**

- Council sets the mission, vision, goals, and policy.
  - Council and staff define objectives.
    - Staff develops tactics and delivers projects.
  - Council and staff evaluate and identify improvements.
    - Staff implements improvements.

3) **Review 2/26 Goal Session and Updates**

Reviewed the current mission:

**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**.

Reviewed the proposed mission and vision:

**Mission:**

To provide quality, effective and efficient service to our citizens.

**Vision:**

- 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.

Five main goals:

1. Effective Organizational Structure
2. Enhance Community Engagement
3. Support and Enhance a Safe and Livable Environment
4. Economic Development
5. Long-Term Planning

4) **Working Dinner**

5) **Debrief Independence Visit**

The Council members who attended the visit to Independence to see their project shared what they learned. They briefly went through the PowerPoint that was shown at the visit. A copy of the PowerPoint and visit notes are included in the archive meeting packet.

6) **Break to Clean-up & Regroup (10 minutes)**

7) **Group Exercise**

7.A S.W.O.T. & Mark Top 3 Priorities

STRENGTHS:

- Sense of community (Scholl)
- City-owned property (Locke)
- Location (Morten)
- View (Locke)
- River (Locke) / Waterfront (Topaz via Walsh)
- Watershed property (Scholl)
- Room to grow (Morten)
- Railroad connection (Topaz via Walsh)
- Workforce (Topaz via Walsh)
- Assets (Locke)
- Recreation Opportunities (Carlson)

- Partnerships (Scholl)
- Cultural assets (Topaz via Walsh)
- Service groups/Non-Profits (Locke)
- Physical infrastructure/utility capacity (Walsh)
- Political and agency support/relationships (Walsh)
- Control destiny of City-owned property (Locke)
- Tourism/community events (Scholl)
- Risk tolerant (Walsh)

#### WEAKNESSES:

- Cleanliness
- Budget - only a \$1.908 tax base (Scholl)
- Family-wage job loss (Carlson)
- Limited public transportation (Carlson)/Poor roads (Topaz)
- Location (off the main I-5) (Locke)
- Railroad divides city (Morten)
- Too much City-owned property (Locke)
- Building permit process; includes serving Columbia City (Scholl)
- Staff overworked; everybody is busy; look at 2007 staffing levels (Scholl)
- Organization Chart/Efficiencies
- Economic property development (Locke)
- Lack of Communication/Trust (Topaz)
- Aging labor force (Topaz)
- No vocational training facilities (Topaz)/Trained workforce (Barry)
- Incubators to improve economic development in community/partner with high school (Morten)
- Youth activities (Locke)
- Patchwork planning and no neighborhood associations/community planning (Topaz)
- Communication and marketing to the community of what the City is doing (Locke)
- Not having a standard definition of a standard wage job (Topaz)
- Not accepting outsiders (Topaz)/Non-exclusivity (Carlson)
- Lack of working relationship with the County (Topaz)
- Poverty mindset (Topaz)
- Need more positive thinking (Topaz)

#### OPPORTUNITIES:

- City-owned properties (mixed uses) (Scholl)
- City department efficiencies (Locke)
- Teamwork at all levels (Morten)
- Grant writing (Carlson)
- Partnerships (Carlson)
- Community and business reach-outs (Morten)
- Hiring experts for projects (Locke)
- Empower staff to work on projects (Scholl)
- Leadership capacity (Scholl)
- Clarity on properties and projects
- Measurable results
- Financing - low interest funding (Scholl)



- Waterfront property (Topaz)
- Basalt (Topaz)
- Fiber optics (Topaz)
- Abundant land for industry and housing (Topaz)
- Space - room to grow (Carlson)
- Watershed property - timber revenue (Scholl)
- Leadership to instill more pride in community (Morten)
- Council Orientation/On-boarding/Role of liaison (Locke)

THREATS:

- COVID-19 Pandemic (Scholl)
- Recession (Brown)
- Special interest groups (Scholl)
- Politics (Scholl)
- Media misinformation or lack of (Scholl/Carlson)
- Fear/hesitation
- No unified voice (Topaz)
- No measurement/evaluation (Topaz)
- Emergency preparedness/Cascadia threat
- Cyber threats (Scholl)

Council marked their top three priorities for each category.

**8) Discussion to Synthesize**

Next Steps - Connect Goals to Priorities

Barry will compile the priorities and bring it back to the next meeting.

Discussion of a community project to put down dirt and grass seed on the Waterfront property.

**9) Adjourn - 7:00 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

March 18, 2020

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This Special Session was held electronically via conference call.

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

**Staff Present:** John Walsh, City Administrator  
Matt Brown, Assistant City Administrator  
Kathy Payne, City Recorder  
Ed Trompke, City Attorney

**Others:** Patrick Birkle  
Kathy Innocenti  
Lynn Pettit  
Howard Blumenthal



1. **4:00 p.m. – Call Special Session to Order** – Mayor Scholl
2. **Resolution No. 1878:** A Resolution Declaring a Local State of Emergency in the City of St. Helens as a Result of the COVID-19 Pandemic

**Motion:** Topaz moved and Carlson seconded to adopt Resolution No. 1878.

### Discussion

City Administrator Walsh said that Municipal Court Judge Amy Lindgren issued an Order Imposing “Level 3” Restrictions on Court Operations. In addition, Walsh signed in a Temporary Policy Response to COVID-19 Pandemic & Public Health Emergency. This temporary policy addresses issues the City can anticipate due to the coronavirus with regards to employees.

There was discussion about closing the parks. The consensus was to close the playground structures and put up clear signage so that people do not play on them.

City Attorney Trompke said that the liability involved with the play structures isn’t clear under these circumstances. As long as there are signs up not to use the play equipment, that the play equipment is not sanitized, and also signs near bathrooms to wash hands, he believes that is sufficient to satisfy the need under today’s circumstances. He believes that under these circumstances, juries and courts would be more flexible.

The Council unanimously adopted Resolution No. 1878. [Ayes: Locke, Carlson, Topaz, Morten, Scholl; Nays: None]

3. **Senior Center Discussion.** The Senior Center submitted a request to the City for financial support.

Senior Center Manager Kathy Innocenti was present on the line and said that they have crunched the numbers and are going to be about \$9,300/month short. This is due to the slow down of business in the Top Notch Thrift Store that supports the Senior Center and because of the coronavirus and the need to close the Senior Center.

Mayor Scholl proposes giving the Senior Center \$5,000.

Innocenti said that while the Senior Center is closed, they are still operating the Meals on Wheels program, which is a nutritional program for seniors in St. Helens and Scappoose that delivers meals directly to their home.

Council President Morten expressed a concern about the total budget for the Senior Center and ask Innocenti if they have been cutting back. Innocenti said that they have cut payroll at the Senior Center and at the Thrift Store. They've also decreased open hours at the Thrift Store. The majority of the budget is the Meals on Wheels program.

Morten said he would like to see a breakdown of the expenses better. He has no problem helping out, especially the Meals on Wheels program. It is a very important program and he's a strong supporter of that. It is very much needed under today's circumstances. He wants to know how it is all going to work. He asked Innocenti how they are going to be sustainable in moving forward...\$5,000 is just a band-aid. There's some way he needs to be convinced that the Senior Center Board is working on ways to be sustainable.

Innocenti said that the Board understands that they need to have multiple streams of income coming in. The Board met and discussed different ways to achieve this. She contacted Betsy Johnson and the Board of Commissioners to ask for help or ideas of funding sources. They have posted some things online to sell. They have asked restaurants that have closed for food. They are going to try to continue operating as long as they can.

Councilor Topaz asked if the Senior Center receives anything from the Columbia Pacific Food Bank. Innocenti said that the Food Bank received milk and some other items from the United States Department of Agriculture (USDA). Sometimes the Senior Center is given some of those items. Topaz confirmed that federal law governs what the Senior Center can use from the Food Bank in their nutritional program.

Councilor Carlson feels it is prudent to help the Senior Center in this situation they are in now but that there needs to be more discussion.

Councilor Locke agreed that we need to help out. He recommended that the Senior Center put out a GoFundMe page and that the City could help advertise it.

Morten said that they should look at different funding sources. He also said that he'd like to see more integration in our community with pooling resources collectively so that we are all pulling in the same direction together, especially for the Meals on Wheels program. He sees the Food Bank being in the center of that. He hopes that there is a strong integration of people who are working on this problem. He doesn't want us to be pulling against each other.

Topaz suggested that people might be able to donate the types of food that is acceptable for the program. He asked Innocenti if the nutritional standards are being lax in this

emergency. Innocenti said that sometimes there is a little bit of wiggle room. They are regulated by the Area Agency on Aging (AAA).

**Motion:** Carlson moved to give the Senior Center \$5,000 and that the Senior Center look into resources. Morten seconded.

**Discussion**

Mayor Scholl asked Innocenti to work with the Food Bank to get more bang for the buck.

Morten would like the Senior Center Board to focus their direction on integrating resources in the community.

The Council unanimously approved giving the Senior Center \$5,000 out of Council discretionary funds. [Ayes: Morten, Carlson, Locke, Scholl, Topaz; Nays: None]

4. **Adjourn** - There being no further business, the meeting adjourned at 4:55 p.m.



Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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

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

# City of St. Helens City Council

Work Session Minutes

April 1, 2020

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*Meeting was held electronically via Zoom.*

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

**Staff Present:** John Walsh, City Administrator  
Matt Brown, Assistant City Administrator  
Kathy Payne, City Recorder  
Margaret Jeffries, Library Director  
Brian Greenway, Police Chief  
Sue Nelson, Interim Public Works Director  
Mike DeRoia, Building Official  
Rachael Barry, Government Affairs & Project Support Specialist  
Lisa Scholl, Deputy City Recorder  
Heidi Davis, Building & Administration Secretary  
Shanna Duggan, Recreation Manager  
Christina Sullivan, Community Development Administrative Assistant  
Tina Curry, Event Coordinator  
Ed Trompke, City Attorney with Jordan Ramis  
Matthew Kahl, City Attorney with Jordan Ramis

**Others:** Anna Del Savio, Spotlight Newspaper  
Patrick Birkle  
Margretta Brinson  
Jessica

- 1) **1:12 P.M. - Call Work Session to Order**
- 2) **Review Guidelines for Electronic Public Meetings**
- 3) **Visitor Comments - Limited to five (5) minutes per speaker**
  - ◆ **Patrick Birkle.** Kudos to the City Council, administrative staff, and all employees for the way they have responded to these trying times. He gave a big shout-out to Public Works for their work on the 5<sup>th</sup> Street trail. [His audio was lagging and made it very hard to understand him.]

#### 4) Discussion Topics

##### 4.A IT Future Upgrades Discussion - Matt

Assistant City Administrator Brown discussed with the Council an issue the City has been having with Centerlogic. A third party came in to evaluate our system, which has brought on more questions. It has become increasingly frustrating to work with Centerlogic. After the 30-day waiting period, he recommends ending the contract that was recently signed. More Power submitted a proposal at the same time as Centerlogic. Brown has been pleased with their interactions and capabilities and recommends entering into a contract with them.

City Administrator Walsh expressed how impressed he was with More Power. City Recorder Payne added that More Power has been very responsive. Their knowledge, experience, and willingness to partner with the City has been very impressive. More Power has been very descriptive of what they could provide as well as what our system needs. The relationship with our IT Specialist is very important to them, which has not been reflective by Centerlogic. More Power will be a much better working partner.

Discussion ensued. Council agreed with staff's recommendation.

**Motion:** Upon Topaz's motion and Carlson's second, Council unanimously approved disbanding from Centerlogic and moving to More Power.

##### 4.B Review New Job Descriptions for Administrative Billing Specialist and Recreation Program Specialist - Matt

Brown reviewed the job descriptions. They are included on tonight's agenda for approval. Copies of the job descriptions are included in the archive meeting packet. The Administrative Billing Specialist is the Utility, Billing and Court Specialist job revamped. There is no salary change. The Recreation Program Specialist is a part-time, 0.75FTE. They average 30 hours per week. This position would be eligible to be a union member.

Councilor Topaz noted the 35 lb. weight limit listed under physical demands. He pointed out the federal guidelines of 50 lbs. for a male and 35 lbs. for a female. Brown will investigate it and make changes if needed.

There were no other concerns.

##### 4.C Review Ordinance Vacating a Portion of Umatilla Street Right of Way - Jenny

Associate Planner Dimsho reported that the ordinance is included in tonight's agenda. A copy of the ordinance is also included in the archive meeting packet. The public hearing was held in August. It was on hold until their water line was moved.

##### 4.D Associate Planner Report - Jenny

Associate Planner Dimsho reviewed her report:

- The Food Bank project is moving forward. The renovation building permit has been submitted.
- The 5<sup>th</sup> Street Trail boardwalk has been constructed. It looks really cool. She is really happy about how easy Public Works has been to work with
- Working on personal service agreements (PSA) with Walsh.

- PSA with Kittelson & Associates to assist with the BUILD grant application cycle. They will help prepare cost estimates, cost benefit analysis, and help prepare a site plan for road improvements.
- PSA update with Alta Planning + Design for two different Parks and Recreation grants that will be submitted next week.
- PSA for Urban Renewal Agency incremental tax financing update.

**4.E Review Dedication Deed to Public from St. Helens Place Apartments, LLC for Property off Matzen Street - Jacob**

City Planner Graichen showed the Google Earth view of the property. The ROW dedication reflects the progress of the project. They want to acquire occupancy as the construction happens. A sidewalk was placed around a fire hydrant, causing the sidewalk to go into the property. This is an easement for that part of the sidewalk.

Discussion ensued about the development. There are 18 buildings and 204 units.

**4.F Review Annual Recommendation to Adjust Cascades Reserve Allocation - Sue**

Interim Public Works Director Nelson reported that this is done annually. The Technical Advisory Committee meets and makes a determination based on the use of the secondary lagoon. They determine the percentages used and make an adjustment to the amount that Cascades will pay towards the secondary treatment. This year, it stayed almost exactly the same as last year, dropping to 79.2%. The last couple of years, it has been fairly consistent. It is part of our use agreement with them. This is included on tonight's agenda for a decision.

**4.G Legislative Update - Rachael**

Government Affairs & Project Support Specialist Barry reported that this can come off the agenda. The Oregon Legislature is going to meet in special session. They will be discussing aid for struggling communities. There will be a legislative ask from the League of Oregon Cities (LOC) to allow us to continue our operations. There may be an ask for flexibility in the 120-day rule for land use decisions.

**4.H Tourism and Events Discussion - John**

Walsh reported that the Council needs to decide today if they are going to have fireworks on July 4. Curry added that she and Walsh have been discussing postponing events. She recommends postponing fireworks until the Christmas Ships Parade time. Given the fact that June is also likely going to be closed, it is going to put a tremendous stretch on us to get things in place by July 4. She thinks it creates more stress on people in general.

Councilor Carlson pointed out that Portland canceled the Waterfront Blues Festival over a week ago. She doesn't think people should be crowding together.

Mayor Scholl likes the idea of moving fireworks to Christmas. He recommends smaller shells and allowing people to move closer to the fireworks. It makes it more intimate.

Councilor Topaz agreed with cancelling events on July 4 but would still like to do fireworks. He suggests opening the Waterfront property for parking in the evening, having a smaller show, but show the flag on the 4<sup>th</sup>. Curry expressed concerns about the inability to raise funds. Businesses can't financially give right now. Councilor Topaz pointed out that no one has been asked to donate. He wants to publicly announce that we're in trouble. The community needs to

know how they can help. He suggested setting up a donation drop drive thru. Curry said she could set up a few places to donate but they do need to order the fireworks by a certain day.

Discussion ensued about a fireworks deadline. If they don't raise enough money in time, they could put it towards fireworks during the Christmas Ships. Walsh will contact Western Display Fireworks about a deadline and inquire about storing the fireworks until Christmas if they don't have time to raise the funds.

Curry reported that she still plans to hold 13 Nights on the River. It may not start until August. She will need to work with the musicians to find out the best schedule for them. They already have sponsors and vendors lined up.

Curry reported that the Luminight Lantern group is willing to postpone their display until August, September, and October. That would be better for including it in Spirit of Halloweentown activities. They would also be flexible to moving it to next year, if needed.

Curry reported that there is potential grant money from Travel Oregon and Travel Portland that must be reallocated due to cancelled events and projects. Mayor Scholl expressed the importance of local events to help recover from the financial hardship.

Discussion ensued about keeping the public informed about postponing events.

## 5) Department Reports

City Administrator Walsh reported...

- The City has done a lot to social distance employees and the public. Staff has been able to be more productive. Mayor Scholl gave a shoutout to Building Official Mike DeRoia. He has done a phenomenal job catching up the Building Division. Walsh agreed.
- He spoke with the City Forester about the harvest. All the bid documents are ready to go. He's concerned about the market with the uncertain times right now. He's taking some time keep an eye on it.
- We have received several applications for the Public Works Director position. It was announced open until filled. He requested direction from the Council on how to proceed. It was the consensus of the Council to postpone the first review for 45 days.
- He talked about the debrief from the Independence waterfront project tour. Tokola is still ready to work with us. Council President Morten talked about how it benefited the City by not being able to develop sooner. Right now, is a good time to review the options and considerations. Discussion ensued as well as review of the area map.

Interim Public Works Director Nelson reported...

- Tonight's agenda includes an IGA with the City of Scappoose for Public Works Infrastructure Inspection Services. Scappoose has been contracting out for inspection services for all their Public Works projects. They no longer have a need for a full-time inspector and requested assistance.
- Water Filtration Facility Supervisor Howie Burton is retiring at the end of April. He agreed to work contractually until his position is filled. The position is key to the facility operation. She requested permission to fill that position. Council President Morten stated for the record that it is of the utmost importance that the community has safe drinking water. Council was in consensus to move forward with filling Howie's position and allowing him to work contractually until his position is filled.



- Have reviewed the 95% N. Vernonia Road sidewalk drawings and sent them back for minor revisions.
- Currently reviewing the 90% S. 1<sup>st</sup> Street intersection drawings. There will be some minor revisions.

Council President Morten appreciates Nelson's written and verbal reports. He asked what the status is of filling the Parks Specialist position. Nelson reported that they conducted interviews and selected a candidate. Unfortunately, they did not pass all the required tests. They have since offered the job to the second candidate, who is an existing Parks employee. He has accepted the position. He will have a one-year probation. Morten asked if there will be an arborist on staff. Nelson explained that they do have an arborist they contract with, and they also encourage staff to obtain additional certifications. However, that requirement was not part of the application process.

Councilor Topaz asked for an update about the leaks in the two-million-gallon reservoir. Nelson responded that there is currently no water in the reservoir. The original contractor has put together a proposal to install a different type of liner. The liner that was installed does not function correctly and it is their responsibility. The City has agreed to the installation.

Library Director Jeffries reported...

- Since closure of the Library, they have taken several actions to serve library patrons.
  - An email was distributed to all patrons notifying them of the changes.
  - Due dates for materials have been extended and fines will not be applied.
  - Library card expirations have been extended, allowing them to continue to check out digital applications.
  - Introduced a digital library card that's available to ALL members of the community. You can apply for it online. It gives access to e-books, audio books, streaming music, and digital magazines. Most of their vendors are providing free access during the crisis.
  - The Youth Librarian has been creating virtual story times.
  - Formed a social media team to identify, create, and post content for things you can do from home.
  - Some staff are still working in the building, and some are working remotely. They are trying to minimize contact with each other.
  - Incoming materials, such as book drop-offs, are set aside for a quarantine period.
  - They have chosen not to offer a curbside pickup of library materials. Some libraries have elected to do that.
  - They have been in discussions with Public Works about conducting maintenance projects in the building while the public is not there. She would like to see interior painting done before replacing carpet.

Police Chief Greenway reported...

- Nothing to report.

Mayor Scholl asked if there has been an increase in domestic violence. Greenway said domestic violence and DUIs have increased. Officers are out there 24/7. They have contingency plans in case one of their officers gets the virus. The White House briefing reported grim times over the next two weeks. This should not be taken lightly. Social distancing is real. Stay home and wash your hands.

Councilor Topaz asked if they have enough masks and gloves. Greenway responded that they have been in contact with Columbia County Public Health Director Anne Parrot. There are plans to get more. They have also been in contact with Sheriff Pixley to support each other if needed.

Council President Morten asked if Greenway is satisfied in terms of standard operating procedures for disinfecting and cleaning facilities and vehicles. Greenway said no. They do not have the cleaning material or staff to clean the office or vehicles. They are doing the best they can to keep the officers safe. There is a shortage of proper cleaning equipment.

Councilor Carlson asked if patrol vehicles are no long being shared under the new lease agreement. Greenway said no. The leasing program has helped greatly but there is still one vehicle per every two officers. They are disinfecting as best they can when they come on duty.

Councilor Carlson asked if the Police Department orders their own cleaning supplies or does someone else do it. Greenway said the Police Department orders their own. They need more industrial strength wipes and cleaner that first responders use. The fire department does have a supply that they can use as well. Local first responders are working together as a team.

Mayor Scholl suggested Brown contact the Portland based distillery that's making hand sanitizer to see if they can get some for the Police Department. Council President Morten suggested contacting the local distillery as well. Brown will reach out.

Assistant City Administrator Brown reported...

- The Informational Budget Committee meeting is tomorrow night at 6:30 p.m. It will be held via Zoom.

City Recorder Payne reported...

- Nothing to report.

## 6) **Council Reports**

Councilor Locke reported...

- Announced the scores for the MODA Assist program. St. Helens is in the lead!
- He would like to see drive thru procedures improved for cleanliness. Councilor Topaz suggested the Health Department reach out to the restaurants.
- Stay safe!

Councilor Carlson reported...

- She is very encouraged with how the school district has been responding to this situation. Her son was contacted by a teacher today to check on him, not just about schoolwork but to see how he has been doing personally.
- She attended a Chamber Board meeting yesterday. They have closed the building but are moving forward with the Ambassador program. They have a dozen people who really want to help small businesses be successful.
- She's an essential worker. She works with people who have not left their home since March 12.
- They need to be careful of the mental health concerns during the crisis.

Councilor Topaz reported...

- There are a lot of people going hungry. The Food Bank is doing everything they can to supply food. Please share the resource with anyone who needs it.

- Did the Fire Marshal approve the use of the Masonic Building? There is a lot of plastic being stored in there.

Council President Morten reported...

- Kudos to staff and crews on how they are working together. He hopes that City Hall is safe and clean. He was down there earlier and saw that people were distancing. He hopes everyone feels safe as well.
- It's very insightful to do this Zoom meeting to allow for social distancing.
- The Parks & Trails Commission wants to have a meeting on April 13. He told them that he would ask the Council. Nelson does not think it sets a good precedence. Non-essential commissions and boards have been told not to meet. Mayor Scholl suggested revisiting it in May. Councilor Carlson agreed that May will give staff more training in how to conduct a meeting.

Mayor Scholl reported...

- Good work staff on moving forward.
- Citizens are cared about and not alone. This has been very difficult for everyone. He can empathize. We are okay and will get through this. He asked community members to reach out if their needs are not being met. They're not alone and are cared about.

7) **Other Business**

8) **Adjourn** – 3:35 p.m.

### **Executive Session**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Rick Scholl, Mayor

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

**Executive Session Summary**

**April 1, 2020**

*Meeting was held electronically via Zoom.*

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

**Staff Present:** John Walsh, City Administrator  
Matt Brown, Assistant City Administrator  
Kathy Payne, City Recorder  
Ed Trompke, City Attorney with Jordan Ramis  
Matthew Kahl, City Attorney with Jordan Ramis

**Others:** Anna Del Savio, Spotlight Newspaper



At 3:43 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call.

City Attorney Trompke said that with regards to (h) Consult with Counsel/Potential Litigation, the Attorney General’s Public Meetings Manual, page 167, covers the ability for the Council to have open and frank discussions with the City Attorney but if we get into talking about policy discussions that arise out of the discussion, then that needs to be done in open session. He will advise you when you start to talk more about policy to bring it back to executive session discussion. The media is allowed to listen but not allowed to report on anything in executive session. If they have questions, they can call Mr. Trompke at 503-522-7113.

- **Real Property Transactions, under ORS 192.660(2)(e)**
  - Updated on the progress being made with the purchase of City property by ACSP.
- **Exempt Records/Confidential Memos, under ORS 192.660(2)(f)**
- **Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h)**
  - Discussion regarding the City’s response to the Governor’s order regarding the current COVID-19 pandemic and how this affects City staff. Reference is made to a memo from the City Attorney.
  - Mr. Trompke warned Council about not holding serial meetings.

The Executive Session was adjourned at 4:35 p.m.



ATTEST:

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Kathy Payne, City Recorder

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Rick Scholl, Mayor

# City of St. Helens City Council

Regular Session Minutes

April 1, 2020

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*Meeting was held electronically via Zoom. Recording began late.*

**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  
Kathy Payne, City Recorder  
Brian Greenway, Police Chief  
Margaret Jeffries, Library Director  
Sue Nelson, Interim Public Works Director  
Shanna Duggan, Recreation Manager

**Others:** Patrick Birkle  
Carmin Dunn

- 1) **7:02 P.M. - Call Regular Session to Order**
- 2) **Pledge of Allegiance**
- 3) **Visitor Comments - Limited to five (5) minutes per speaker**

No visitor comments.

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](#)

Mayor Scholl read Ordinance No. 3250 by title for the final time. **Motion:** Upon Carlson's motion and Topaz's second, the Council unanimously adopted Ordinance No. 3250. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

- 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](#)

Mayor Scholl read Ordinance No. 3251 by title for the final time. **Motion:** Upon Carlson's motion and Topaz's second, the Council unanimously adopted Ordinance No. 3251. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

5) **Ordinances - First Reading**

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

Mayor Scholl read Ordinance No. 3252 by title for the first time. The final reading will be held at the next regular session.

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]

Mayor Scholl read Resolution No. 1876 by title. **Motion:** Upon Carlson's motion and Topaz's second, the Council unanimously adopted Resolution No. 1876. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

- 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]

Mayor Scholl read Resolution No. 1877 by title. **Motion:** Upon Carlson's motion and Topaz's second, the Council unanimously adopted Resolution No. 1877. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

- 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

Mayor Scholl read Resolution No. 1879 by title. **Motion:** Upon Locke's motion and Carlson's second, the Council unanimously adopted Resolution No. 1879. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

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

- 7.a Fourth Amendment to Sewer Service Agreement for 35262 Fir Street (McFeron)  
7.b Dedication Deed to the Public from St. Helens Place Apartments, LLC  
7.c ~~Agreement with Western Display Fireworks LTD for 4th of July Fireworks~~  
7.d Quote from MuniCode for Meetings & Agenda Management System  
7.e Work Order No. 2 with Alta Planning + Design, Inc. for BUILD Grant Assistance  
7.f Agreement with Kittelson & Associates, Inc. for 2020 BUILD Grant Assistance  
7.g Agreement with Tiberius Solutions, LLC for Services Related to the Update of the St. Helens Urban Renewal Financial Projections  
7.h Agreement with City of Scappoose for Public Improvement Inspection Services  
7.i Contract Payments

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

8) **Consent Agenda for Acceptance**

- 8.a Planning Commission Minutes dated February 11, 2020  
8.b Library Board Minutes dated January 13, 2020

**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) **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
- 9.b Administrative Billing Specialist Job Description
- 9.c Recreation Program Specialist Job Description
- 9.d OLCC Licenses
- 9.e Animal Facility Licenses
- 9.f Cascades Reserve Allocation Annual Adjustment from 79.8% to 79.2%
- 9.g Accounts Payable Bill Lists

**Motion:** Upon Carlson's motion and Topaz's second, the Council unanimously approved '9a' through '9g' above. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

10) **Mayor Scholl Reports**

- It was a good, productive meeting earlier in the day. He is proud of staff for taking on electronic meetings.
- Citizens are not alone. We're all in this together. Be grateful for what you can.

11) **Council Member Reports**

Council President Morten reported...

- Thanks to staff and everyone for implementing Zoom meetings. It seems to be working very effectively. He looks forward to the next time.

Councilor Carlson reported...

- She is finding good music, getting fresh air, and sharing the toilet paper.
- Encouraged staff to respond with new and creative ways to serve the community. She appreciates what's already been done and looks forward to more creative solutions.

Councilor Locke reported...

- He just heard on the news that hospitals in New York City will begin turning people away soon.
- Stay safe. Stay apart.

Councilor Topaz reported...

- He finds happiness or relief that we live in St. Helens and that we're so spread apart. We need to be a strong community to get through this.

12) **Department Reports**

Chief Greenway reported...

- Nothing to report.

Interim Public Works Director Nelson reported...

- Nothing to report.

Library Director Jeffries reported...

- Nothing to report.

Assistant City Administrator Brown reported...

- Nothing to report.

City Recorder Payne reported...

- Nothing to report.

City Administrator Walsh reported...

- The crisis has brought the staff together, and he imagines Council as well.

13) **Other Business**

14) **Adjourn** – 7:15 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Rick Scholl, Mayor





St. Helens, OR

# Expense Approval Register

Packet: APPKT00047 - AP 3.25.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
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
<b>Fund 100 - GENERAL FUND Total:</b>					<b>9,352.50</b>
<b>Fund: 201 - VISITOR TOURISM</b>					
E2C	4389	03/25/2020	TINA CURRY CONSULTING MA...	201-000-52019	10,000.00
<b>Fund 201 - VISITOR TOURISM Total:</b>					<b>10,000.00</b>
<b>Fund: 603 - SEWER</b>					
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
<b>Fund 603 - SEWER Total:</b>					<b>588.90</b>
<b>Fund: 703 - PW OPERATIONS</b>					
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
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>8,144.00</b>
<b>Fund: 704 - FACILITY MAJOR MAINTNANCE</b>					
MACKENZIE	1066312	03/25/2020	SERVICES JAN 27-FEB 23 PROF...	704-000-53018	1,647.09
<b>Fund 704 - FACILITY MAJOR MAINTNANCE Total:</b>					<b>1,647.09</b>
<b>Grand Total:</b>					<b>29,732.49</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
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
<b>Grand Total:</b>	<b>29,732.49</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
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
<b>Grand Total:</b>	<b>29,732.49</b>	

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	29,732.49
<b>Grand Total:</b>	<b>29,732.49</b>



St. Helens, OR

# Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
JORDAN RAMIS PC ATTORNEYS..	166842	03/30/2020	AUDIT	100-707-52019	354.50
JORDAN RAMIS PC ATTORNEYS..	166845	03/30/2020	TOPAZ ETHICS COMPLAINT	100-715-52049	927.50
JORDAN RAMIS PC ATTORNEYS..	167596	03/30/2020	GENRAL	100-701-52019	2,190.00
JORDAN RAMIS PC ATTORNEYS..	167598	03/30/2020	PLANNING	100-710-52019	1,429.00
PEAK ELECTRIC GROUP LLC	20316	03/30/2020	COL VIEW PARK ELECTRIC AND...	100-708-52019	1,412.99
INEXPENSIVE TREE CARE	9470	03/30/2020	115 8TH ST	100-708-52019	900.00
DREW ERICKSON	INV0000273	03/30/2020	ST. HELENS BASKETBALL REFE...	100-709-52019	420.00
ASHLEY BAYLOR	INV0000274	03/30/2020	MIDDLE SCHOOL AFTER SCHO...	100-709-52019	90.00
STACY PIEPER	INV0000275	03/30/2020	MIDDLE SCHOOL AFTER SCHO...	100-709-52019	90.00
SOLUTIONS YES	INV232531	03/30/2020	PRINT CHARGES CITY HALL PRI...	100-707-52005	60.09
CENTRO PRINT SOLUTIONS	220823	04/01/2020	PAYROLL CHECK STOCK ORDE...	100-707-52004	230.94
AMY LINDGREN LAW LLC	410	04/01/2020	JUDICIAL SERVICES	100-704-52019	5,448.00
INGRAM LIBRARY SERVICES	44153031	04/01/2020	BOOKS / AUDIO BOOKS	100-706-52033	11.46
INGRAM LIBRARY SERVICES	44210473	04/01/2020	BOOKS / AUDIO BOOKS	100-706-52033	290.41
INGRAM LIBRARY SERVICES	44261402	04/01/2020	BOOKS / AUDIO BOOKS	100-706-52033	11.79
INGRAM LIBRARY SERVICES	44328824	04/01/2020	BOOKS / AUDIO BOOKS	100-706-52033	478.08
INGRAM LIBRARY SERVICES	44328824	04/01/2020	CREDIT	100-706-52033	-31.72
INGRAM LIBRARY SERVICES	44328824	04/01/2020	CREDIT	100-706-52033	-16.17
INGRAM LIBRARY SERVICES	44330686	04/01/2020	BOOKS / AUDIO BOOKS	100-000-21300	7.82
INGRAM LIBRARY SERVICES	44330687	04/01/2020	BOOKS / AUDIO BOOKS	100-706-52033	49.29
INGRAM LIBRARY SERVICES	44330688	04/01/2020	BOOKS / AUDIO BOOKS	100-706-52033	35.44
INGRAM LIBRARY SERVICES	44330691	04/01/2020	BOOKS / AUDIO BOOKS	100-706-52033	19.18
INGRAM LIBRARY SERVICES	44330692	04/01/2020	BOOKS / AUDIO BOOKS	100-706-52033	54.97
INGRAM LIBRARY SERVICES	44330694	04/01/2020	BOOKS / AUDIO BOOKS	100-706-52035	600.43
WEX BANK	645088353	04/01/2020	FUEL PURCHASES	100-705-52022	2,869.67
TIAA COMMERCIAL FINANCE I...	7061104	04/01/2020	CONTRACT PAYMENT 414520...	100-715-52021	150.00
NET ASSETS	95-202003	04/01/2020	ESCROW TITLE SERVICES	100-707-52019	615.00
VERIZON	INV0000278	04/01/2020	CRYSTAL KING	100-701-52010	36.14
VERIZON	INV0000278	04/01/2020	POLICE	100-705-52010	1,503.43
VERIZON	INV0000278	04/01/2020	TORY SHELBY	100-708-52010	17.07
VERIZON	INV0000278	04/01/2020	CAMERON PAGE	100-708-52010	17.07
VERIZON	INV0000278	04/01/2020	THAD HOUCK	100-708-52010	39.31
VERIZON	INV0000278	04/01/2020	PAUL GERDES	100-708-52010	17.07
VERIZON	INV0000278	04/01/2020	MATT BROWN	100-709-52010	52.20
VERIZON	INV0000278	04/01/2020	MATT BROWN REC	100-709-52010	36.14
VERIZON	INV0000278	04/01/2020	MIKE DERIOIA	100-711-52010	52.20
NW NATURAL GAS	INV0000281	04/01/2020	5638	100-705-52003	156.21
NW NATURAL GAS	INV0000281	04/01/2020	7673	100-706-52003	549.87
NW NATURAL GAS	INV0000281	04/01/2020	3047	100-708-52003	34.75
NW NATURAL GAS	INV0000281	04/01/2020	8563	100-708-52003	21.26
NW NATURAL GAS	INV0000281	04/01/2020	0109	100-709-52003	169.39
NW NATURAL GAS	INV0000281	04/01/2020	5285	100-715-52003	109.46
NW NATURAL GAS	INV0000281	04/01/2020	2848	100-715-52003	99.53
EASYPERMIT POSTAGE	INV0000284	04/01/2020	METER REFILL POSTAGE	100-715-52009	500.00
MARGARET JEFFRIES - AP	INV0000287	04/01/2020	MILEAGE REIMBURSEMENT M...	100-706-52018	185.60
LAWRENCE OIL COMPANY	019001-2007501	04/03/2020	247749	100-715-52022	29.66
JORDAN RAMIS PC ATTORNEYS..	166844	04/03/2020	FINANCE FRANCHISE	100-701-52019	158.50
CHAVES CONSULTING INC	191090	04/03/2020	MONTHLY USER FEE PER USER...	100-702-52019	296.16
COLUMBIA COUNTY COMM. J...	20203CSH	04/03/2020	WORK CREW	100-708-52019	375.00
STANS REFIGERATION AND AIR...	96048	04/03/2020	LIM REPAIR PARKS HOUSE	100-708-52019	60.00
COLUMBIA COUNTY CLERK	INV0000289	04/03/2020	RECORD DEEDS	100-710-52011	429.00
ARISA CUPP	INV0000290	04/03/2020	REFUND PARK RES	100-000-35018	130.00
LINNEA HEICHELHEIN	INV0000291	04/03/2020	MIDDLE SCHOOL PROGRAM H...	100-709-52019	270.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MARIANNE M WHEELER	INV0000292	04/03/2020	RESTITUTION WHEELER	100-000-21000	75.00
ERSKINE LAW PRACTICE LLC	INV0000293	04/03/2020	3/18-3/30	100-705-52019	1,170.00
COLUMBIA COUNTY TRANSFER..	INV0000295	04/03/2020	DUMP FEES	100-708-52001	173.42
SOLUTIONS YES	INV233037	04/03/2020	PRINT CHARGES CITY HALL PRI...	100-702-52005	181.53
LUCY HEIL ATTORNEY AT LAW	MARCH 2020	04/03/2020	LEGAL SERVICES	100-704-52019	1,775.00
<b>Fund 100 - GENERAL FUND Total:</b>					<b>27,418.64</b>

**Fund: 201 - VISITOR TOURISM**

JORDAN RAMIS PC ATTORNEYS..	166968	03/30/2020	ST. HELENS GENRAL ENVIRON...	201-000-52019	175.00
CITY OF ST. HELENS	INV0000276	03/30/2020	01-00178-001 MASONIC BUILD..	201-000-52003	40.83
MASONIC BUILDING LLC	INV0000277	03/30/2020	REIMB.	201-000-52003	204.02
NW NATURAL GAS	INV0000281	04/01/2020	9614	201-000-52003	15.99
COLUMBIA RIVER PUD	INV0000286	04/01/2020	POWER 231 S 1ST MASONIC 9...	201-000-52003	69.35
<b>Fund 201 - VISITOR TOURISM Total:</b>					<b>505.19</b>

**Fund: 202 - COMMUNITY DEVELOPMENT**

3J CONSULTING, INC	5771	03/30/2020	ST. HELENS INDUSTRIAL BUSIN...	202-722-52098	3,691.21
3J CONSULTING, INC	5817	04/01/2020	PROJECT MAN / PROF SERVICES	202-722-52019	1,836.00
LOWER COLUMBIA ENGINEER...	5937	04/01/2020	PARACLETE INVOICES	202-721-52096	19,076.37
JORDAN RAMIS PC ATTORNEYS..	166841	04/03/2020	GENERAL	202-721-52019	4,128.00
AKS ENGINEERING & FORESTRY	6486-09	04/03/2020	ST. HELENS INDUSTRIAL PARK ...	202-724-52019	1,228.75
AKS ENGINEERING & FORESTRY	6486-11	04/03/2020	ST. HELENS INDUSTRIAL PARK ...	202-724-52019	1,308.75
AKS ENGINEERING & FORESTRY	7867-01	04/03/2020	ST. HELENS MILL SITE 7867	202-724-52019	4,986.89
AKS ENGINEERING & FORESTRY	7867-02	04/03/2020	ST. HELENS MILL SITE 7867	202-724-52019	367.50
AKS ENGINEERING & FORESTRY	7867-03	04/03/2020	ST. EHLENS MILL SITE 7867	202-724-52019	116.00
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>36,739.47</b>

**Fund: 205 - STREETS**

KITTELSON & ASSOCIATES	0108973	03/30/2020	CONCEPT AND FINAL DESIGN	205-000-53001	9,840.62
DAVID EVANS AND ASSOCIATE...	463003	03/30/2020	N VERNONIA RD SIDEWALKS S...	205-000-53019	14,740.71
<b>Fund 205 - STREETS Total:</b>					<b>24,581.33</b>

**Fund: 601 - WATER**

JORDAN RAMIS PC ATTORNEYS..	167599	03/30/2020	PUBLIC WORKS ENGINEERING	601-731-52019	2,630.00
NORTHSTAR CHEMICAL	164775	04/01/2020	SODIUM HYPOCHLORITE 12.5%	601-732-52083	496.86
ALEXIN ANALYTICAL	39391	04/01/2020	TESTING	601-731-52064	719.00
VERIZON	INV0000278	04/01/2020	SUE NELSON	601-731-52010	40.01
VERIZON	INV0000278	04/01/2020	SUE NELSON	601-731-52010	40.01
VERIZON	INV0000278	04/01/2020	GUY DAVIS	601-732-52010	17.11
VERIZON	INV0000278	04/01/2020	WFP 2	601-732-52010	40.01
VERIZON	INV0000278	04/01/2020	HOWIE BURTON	601-732-52010	36.14
VERIZON	INV0000278	04/01/2020	WFP 1	601-732-52010	40.01
NW NATURAL GAS	INV0000281	04/01/2020	2942	601-732-52003	1,353.36
LAWRENCE OIL COMPANY	019001-2007501	04/03/2020	247752	601-732-52022	75.47
JORDAN RAMIS PC ATTORNEYS..	166843	04/03/2020	PUBLIC WORKS ENGINEERING	601-731-52019	1,832.00
<b>Fund 601 - WATER Total:</b>					<b>7,319.98</b>

**Fund: 603 - SEWER**

RICHARD BAILEY CONSTRUCTI...	20200319-1	03/30/2020	50% CITY COST SHARE	603-000-53010	11,206.00
ALLSTREAM	16736390	04/01/2020	ALLSTREAM PHONE ACCT 754...	603-736-52010	24.63
ALLSTREAM	16736390	04/01/2020	ALLSTREAM PHONE ACCT 754...	603-737-52010	24.63
VERIZON	INV0000278	04/01/2020	JOHNNY LEAVY	603-736-52010	17.39
VERIZON	INV0000278	04/01/2020	AARON KUNDERS	603-736-52010	12.04
VERIZON	INV0000278	04/01/2020	STEWART HARTLEY	603-736-52010	12.04
VERIZON	INV0000278	04/01/2020	AARON KUNDERS	603-737-52010	12.04
VERIZON	INV0000278	04/01/2020	STEWART HARTLEY	603-737-52010	12.05
VERIZON	INV0000278	04/01/2020	JOHNNY LEAVY	603-737-52010	17.40
VERIZON	INV0000278	04/01/2020	AARON KUNDERS	603-738-52010	12.06
VERIZON	INV0000278	04/01/2020	JOHNNY LEAVY	603-738-52010	17.41
VERIZON	INV0000278	04/01/2020	STEWART HARTLEY	603-738-52010	12.05
NW NATURAL GAS	INV0000281	04/01/2020	5750	603-736-52003	77.25
NW NATURAL GAS	INV0000281	04/01/2020	7720	603-736-52003	8.00
NW NATURAL GAS	INV0000281	04/01/2020	7720	603-737-52003	7.99
NW NATURAL GAS	INV0000281	04/01/2020	5750	603-737-52003	7.99

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## Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MAILBOXES NORTHWEST	INV0000285	04/01/2020	POSTAGE	603-736-52001	26.31
MAILBOXES NORTHWEST	INV0000285	04/01/2020	POSTAGE	603-737-52001	26.31
OREGON DEQ BUSINESS OFFICE	INV0000297	04/03/2020	APP WATER OP TREATMENT C...	603-736-52018	150.00
OREGON DEQ BUSINESS OFFICE	INV0000297	04/03/2020	APP WATER OP TREATMENT C...	603-737-52018	150.00
<b>Fund 603 - SEWER Total:</b>					<b>11,902.86</b>
<b>Fund: 701 - EQUIPMENT</b>					
EATONS TIRE AND AUTO REPA...	74941	03/30/2020	LAWN MOWER TUBE	701-000-52001	20.00
MYERS TIRE SALT LAKE CITY #20	52002111	04/01/2020	COATS RC TIRE CHAN SWING ...	701-000-52001	3,500.00
VERIZON	INV0000278	04/01/2020	BRETT LONG	701-000-52010	52.20
CARQUEST AUTO PARTS STOR...	FEB 2020	04/03/2020	AUTO PARTS ACCT 151010 31...	701-000-52001	407.74
<b>Fund 701 - EQUIPMENT Total:</b>					<b>3,979.94</b>
<b>Fund: 702 - INFORMATION SYSTEMS</b>					
CENTURY LINK	1487926984	03/30/2020	88035002	702-000-52010	118.42
TYLER TECHNOLOGIES INC	025-288407	04/01/2020	CRM MANAGEMENT INCODE	702-000-52006	6,518.19
COMCAST	03122020	04/01/2020	WFF ACCT 8778102040493238	702-000-52003	155.44
COMCAST	03142020	04/01/2020	PARKS COMCAST 8778102010...	702-000-52003	96.04
COMCAST	032120	04/01/2020	COMCAST CABLE 8778108990...	702-000-52003	1,054.22
ALLSTREAM	16736390	04/01/2020	ACCT PHONE LINE 754802	702-000-52010	49.26
CENTURY LINK	INV0000280	04/01/2020	369B	702-000-52010	82.27
QWEST DBA CENTURYLINK AC...	3263X201-S-20074	04/03/2020	5163X201S3	702-000-52010	164.44
COMCAST	INV0000294	04/03/2020	COMCAST CABLE 8778102010...	702-000-52003	108.35
<b>Fund 702 - INFORMATION SYSTEMS Total:</b>					<b>8,346.63</b>
<b>Fund: 703 - PW OPERATIONS</b>					
SOLUTIONS YES	INV231672	03/30/2020	PRINTS	703-734-52005	87.67
VERIZON	INV0000278	04/01/2020	SUE NELSON	703-733-52010	52.20
VERIZON	INV0000278	04/01/2020	TIM UNDERWOOD	703-733-52010	52.20
VERIZON	INV0000278	04/01/2020	SHARON DARROUX	703-733-52010	57.07
VERIZON	INV0000278	04/01/2020	CURT LEMONT	703-733-52010	17.07
VERIZON	INV0000278	04/01/2020	DAVE ELDER	703-734-52010	52.20
VERIZON	INV0000278	04/01/2020	SCOTT WILLIAMS	703-734-52010	52.20
VERIZON	INV0000278	04/01/2020	ETHAN STERLING	703-734-52010	52.20
VERIZON	INV0000278	04/01/2020	WATER TRUCK	703-734-52010	52.20
NW NATURAL GAS	INV0000281	04/01/2020	8675	703-734-52003	77.05
LAWRENCE OIL COMPANY	019001-2007501	04/03/2020	247750	703-734-52022	66.50
LAWRENCE OIL COMPANY	019001-2007501	04/03/2020	247748	703-734-52022	975.56
LAWRENCE OIL COMPANY	019001-2007501	04/03/2020	247751	703-734-52022	37.48
KANAITEK INC	1474	04/03/2020	HOSTING LATERAL SEWER AND..	703-733-52006	720.00
COLUMBIA COUNTY COMM. J...	20203CSH	04/03/2020	WORK CREW	703-734-52019	375.00
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>2,726.60</b>
<b>Grand Total:</b>					<b>123,520.64</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	27,418.64
201 - VISITOR TOURISM	505.19
202 - COMMUNITY DEVELOPMENT	36,739.47
205 - STREETS	24,581.33
601 - WATER	7,319.98
603 - SEWER	11,902.86
701 - EQUIPMENT	3,979.94
702 - INFORMATION SYSTEMS	8,346.63
703 - PW OPERATIONS	2,726.60
<b>Grand Total:</b>	<b>123,520.64</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
100-000-21000	Court Restitution Paymen...	75.00
100-000-21300	Library Replacement Fines	7.82
100-000-35018	Park Rental Fees	130.00
100-701-52010	Telephone	36.14
100-701-52019	Professional Services	2,348.50
100-702-52005	Small Equipment	181.53
100-702-52019	Professional Services	296.16
100-704-52019	Professional Services	7,223.00
100-705-52003	Utilities	156.21
100-705-52010	Telephone	1,503.43
100-705-52019	Professional Services	1,170.00
100-705-52022	Fuel / Oil	2,869.67
100-706-52003	Utilities	549.87
100-706-52018	Professional Development	185.60
100-706-52033	Printed Materials	902.73
100-706-52035	Audio Materials	600.43
100-707-52004	Office Supplies	230.94
100-707-52005	Small Equipment	60.09
100-707-52019	Professional Services	969.50
100-708-52001	Operating Supplies	173.42
100-708-52003	Utilities	56.01
100-708-52010	Telephone	90.52
100-708-52019	Professional Services	2,747.99
100-709-52003	Utilities	169.39
100-709-52010	Telephone	88.34
100-709-52019	Professional Services	870.00
100-710-52011	Public Information	429.00
100-710-52019	Professional Services	1,429.00
100-711-52010	Telephone	52.20
100-715-52003	Utilities	208.99
100-715-52009	Postage	500.00
100-715-52021	Equipment Maintenance	150.00
100-715-52022	Fuel/Oil	29.66
100-715-52049	Litigation Settlement	927.50
201-000-52003	Utilities	330.19
201-000-52019	Professional Services	175.00
202-721-52019	Professional Services	4,128.00
202-721-52096	CDBG Grant Expenses	19,076.37
202-722-52019	Professional Services	1,836.00
202-722-52098	Industrial Park Master Plan	3,691.21
202-724-52019	Professional Services	8,007.89
205-000-53001	Capital Outlay	9,840.62
205-000-53019	North Vernonia Improve...	14,740.71
601-731-52010	Telephone	80.02
601-731-52019	Professional Services	4,462.00
601-731-52064	Lab Testing	719.00

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
601-732-52003	Utilities	1,353.36
601-732-52010	Telephone	133.27
601-732-52022	Fuel / Oil	75.47
601-732-52083	Chemicals	496.86
603-000-53010	Sewer Main Replacement	11,206.00
603-736-52001	Operating Supplies	26.31
603-736-52003	Utilities	85.25
603-736-52010	Telephone	66.10
603-736-52018	Professional Development	150.00
603-737-52001	Operating Supplies	26.31
603-737-52003	Utilities	85.25
603-737-52010	Telephone	66.12
603-737-52018	Professional Development	150.00
603-738-52010	Telephone	41.52
701-000-52001	Operating Supplies	3,927.74
701-000-52010	Telephone	52.20
702-000-52003	Utilities	1,414.05
702-000-52006	Computer Maintenance	6,518.19
702-000-52010	Telephone	414.39
703-733-52006	Computer Maintenance	720.00
703-733-52010	Telephone	178.54
703-734-52003	Utilities	77.05
703-734-52005	Small Equipment	87.67
703-734-52010	Telephone	208.80
703-734-52019	Professional Services	375.00
703-734-52022	Fuel / Oil	1,079.54
	<b>Grand Total:</b>	<b>123,520.64</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	123,520.64
<b>Grand Total:</b>	<b>123,520.64</b>



St. Helens, OR

# Expense Approval Register

Packet: APPKT00061 - AP 4.10.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
LAWRENCE COMPANY	13685	04/06/2020	UNEMPLOYMENT SERVICES	100-715-52019	100.00
ST. HELENS SCHOOL DISTRICT	INV0000302	04/06/2020	QTRLY BUILDING EXCISE TAX P...	100-000-20400	70,471.00
TIM HANCOCK	INV0000303	04/06/2020	ST. HELENS BASKETBALL REFE...	100-709-52019	70.00
TYLER TECHNOLOGIES INC	025-291861	04/09/2020	UB TRANSACTION FEES	100-707-52019	7,806.25
TYLER TECHNOLOGIES INC	025-292118	04/09/2020	FINANCIAL MANAGEMENT	100-707-52019	62.50
RICOH USA INC	103510226	04/09/2020	POLICE EQUIPMENT LEASE 14...	100-705-52023	193.70
GILLESPIE GRAPHICS	27858011	04/09/2020	CAR POLICE WRAP	100-705-52021	3,275.46
LEAGUE OF OREGON CITIES	8012	04/09/2020	JOB POSTING	100-702-52011	20.00
Liebelt, Nathan Michael	INV0000304	04/09/2020	Liebelt, Nathan Michael	100-000-21400	115.00
BONITA BOOZER	INV0000305	04/09/2020	19CR000196 PAUL TREAT REST...	100-000-21000	100.00
MARTA READ	INV0000306	04/09/2020	19CR000234 MARLYNNE REY...	100-000-21000	20.00
SOLUTIONS YES	INV233853	04/09/2020	PRINT CHARGES COURT PRIN...	100-704-52005	18.74
<b>Fund 100 - GENERAL FUND Total:</b>					<b>82,252.65</b>
<b>Fund: 601 - WATER</b>					
CITY OF COLUMBIA CITY	INV0000307	04/09/2020	001754-001	601-732-52003	80.06
<b>Fund 601 - WATER Total:</b>					<b>80.06</b>
<b>Fund: 701 - EQUIPMENT</b>					
BOBCAT OF PORTLAND	01-3802	04/09/2020	BOBCAT M1221 BOBCAT 7233...	701-000-53001	63,733.58
CARQUEST AUTO PARTS STOR...	MARCH 31	04/09/2020	AUTO PARTS ACCT 315752	701-000-52001	745.84
<b>Fund 701 - EQUIPMENT Total:</b>					<b>64,479.42</b>
<b>Fund: 702 - INFORMATION SYSTEMS</b>					
TYLER TECHNOLOGIES INC	025-290994	04/06/2020	FINANCIAL MANAGEMENT	702-000-52006	375.00
TYLER TECHNOLOGIES INC	025-290995	04/06/2020	FINANCIAL MANAGEMENT	702-000-52006	4,312.50
TYLER TECHNOLOGIES INC	025-292270	04/09/2020	GL CONVERSION	702-000-52006	2,750.00
<b>Fund 702 - INFORMATION SYSTEMS Total:</b>					<b>7,437.50</b>
<b>Fund: 703 - PW OPERATIONS</b>					
U.S BANK EQUIPMENT FINANCE	410041735	04/09/2020	CONTRACT PAYMENT 500-049...	703-733-52005	99.00
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>99.00</b>
<b>Grand Total:</b>					<b>154,348.63</b>



**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	82,252.65
601 - WATER	80.06
701 - EQUIPMENT	64,479.42
702 - INFORMATION SYSTEMS	7,437.50
703 - PW OPERATIONS	99.00
<b>Grand Total:</b>	<b>154,348.63</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
100-000-20400	School Excise Tax	70,471.00
100-000-21000	Court Restitution Paymen...	120.00
100-000-21400	Accounts Payable Pending	115.00
100-702-52011	Public Information	20.00
100-704-52005	Small Equipment	18.74
100-705-52021	Equipment Maintenance	3,275.46
100-705-52023	Facility Maintenance	193.70
100-707-52019	Professional Services	7,868.75
100-709-52019	Professional Services	70.00
100-715-52019	Professional Services	100.00
601-732-52003	Utilities	80.06
701-000-52001	Operating Supplies	745.84
701-000-53001	Capital Outlay	63,733.58
702-000-52006	Computer Maintenance	7,437.50
703-733-52005	Small Equipment	99.00
<b>Grand Total:</b>	<b>154,348.63</b>	

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	154,348.63
<b>Grand Total:</b>	<b>154,348.63</b>