



COUNCIL WORK SESSION

Wednesday, September 21, 2022 at 2:00 PM

COUNCIL MEMBERS:

Mayor Rick Scholl
Council President Doug Morten
Councilor Patrick Birkle
Councilor Stephen R. Topaz
Councilor Jessica Chilton

LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below).

Website | www.sthelensoregon.gov

Email | kpayne@sthelensoregon.gov

Phone | 503-397-6272

Fax | 503-397-4016

AGENDA

CALL WORK SESSION TO ORDER

VISITOR COMMENTS - *Limited to three (3) minutes per speaker*

DISCUSSION TOPICS - *The Council will take a break around 4:00 p.m.*

1. 2:10 p.m. Introduction of New Code Enforcement Officer Everardo Medina Atristain
2. 2:15 p.m. Presentation by Small Business Development Center - *Jason Moon, Director*
- [3.](#) 2:30 p.m. Review Proposed Harbor Master Agreement - *John*
- [4.](#) 2:45 p.m. Review Proposed Amendments to Utility Rates Resolution - *John*
- [5.](#) 2:55 p.m. Review Amended Finance Director Job Description - *John*
6. 3:05 p.m. Discussion regarding Establishing Dates/Times for Joint Quarterly Meetings with Planning Commission
7. 3:10 p.m. Report from City Administrator John Walsh

ADJOURN

EXECUTIVE SESSION

Following the conclusion of the Council Work Session, an Executive Session is scheduled to take place to discuss:

- *Real Property Transactions, under ORS 192.660(2)(e); and*
- *Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h).*

Representatives of the news media, staff and other persons as approved, shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the Council Chambers.

FOR YOUR INFORMATION

Upcoming Dates to Remember:

- September 21, **2:00PM**, Council Work Session, Council Chambers/Zoom
- September 21, 5:30PM, Council Special Session, Council Chambers/Zoom
- September 21, 7:00PM, Council Regular Session, Council Chambers/Zoom

Future Public Hearing(s)/Forum(s):

- None scheduled at this time

VIRTUAL MEETING DETAILS

Join: <https://us02web.zoom.us/j/86161391615?pwd=eHILR3INWS9OZE5cFg1Qnc1OWVFUT09>

Meeting ID: 861 6139 1615

Passcode: 708710

Dial: 253-215-8782

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to City Hall at 503-397-6272.

Be a part of the vision and get involved...volunteer for a City Board or Commission! For more information or for an application, go to www.sthelensoregon.gov or call 503-366-8217.



CITY COUNCIL MEMO*TOPIC: ST. HELENS DOCK AND WATERWAY MONITORING**DATE: 9--2022**COUNCIL ACTION REQUEST: DISCUSSION BRIEF/APPROVAL*

Background

As the City seeks to improve the recreational boating experience at our public docks, Council has approved creation of an Ad-hoc Advisory Committee made up of community members to give feedback and set direction. The committee met monthly and as needed between December 2021 and June 2022 and recommended:

- Municipal code changes to section 8.28 City Docks and waterways
- Installation of a registration kiosk
- Installation of signage
- Monitoring for appropriate dock use through funding and installation of cameras
- Law enforcement partnership with Columbia County Sherriff's Department and shared training by the Oregon State Marine board
- Contract harbor master services

Staff Recommendation

City staff have reviewed the Responsible Boating Ad-Hoc Advisory Committee recommendation and respectfully submits the following personal services contract with the St. Helens Marina, LLC for Harbor Master services for Council approval.

PERSONAL SERVICES AGREEMENT

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

RECITALS

A. The City is in need of personal services for monitoring City docks and waterways and enforcing local ordinances, and Contractor represents that it is qualified and prepared to provide such services.

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

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to the monitoring and enforcement of local ordinances of the City's docks and waterway, and Contractor accepts such engagement.

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

3. Term. Subject to the termination provisions of Section 8 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate upon expiration of one (1) year. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

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

5. Payment.

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

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

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

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

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

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

CITY: City of St. Helens
Attn: City Administrator
265 Strand Street
St. Helens OR 97051

CONTRACTOR: **St. Helens Marina LLC**
Attn: Brad Hendrickson
134 N. River Street
St. Helens, OR 97051

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

7. Insurance.

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

7.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to

the City. Contractor agrees that it will not cancel or reduce said insurance coverage without the written permission of City.

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

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

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

8. Termination.

8.1 Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Contractor under any of the following conditions:

8.1.1 If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of service. This Agreement may be modified to accommodate a reduction in funding.

8.1.2 If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

8.1.3 If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, suspended, revoked, or not renewed.

8.1.4 If Contractor becomes insolvent, if a voluntary or an involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

8.1.5 If Contractor is in breach of this Agreement, and such breach is not remedied as contemplated by Section 8.2 of the Agreement.

8.2 Breach of Agreement

8.2.1 Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor fails to remedy a breach within three (3) working days of its actual notice or receipt of written notice from the City, City may terminate that part of the Agreement affected by the breach upon written notice to Contractor, may obtain substitute services in a reasonable manner, and may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.

8.2.2 If the breach is material and Contractor fails to remedy the breach within three (3) working days of receipt of written notice from the City, City may declare Contractor in default, terminate this Agreement and pursue any remedy available for a default.

8.2.3 Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this Section 8.2, Contractor shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Contractor to resume those services after determining Contractor was not at fault, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

8.2.4 In the event of termination of this Agreement due to the fault of the Contractor, City may immediately cease payment to Contractor, and when the breach is remedied, City may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement, along with any additional amounts for loss and damage caused to the City by the breach, and withhold such amounts from amounts owed by City to Contractor. If the amount due Contractor is insufficient to cover City's damages due to the breach, Contractor shall tender the balance to City upon demand.

8.3 Termination for Convenience. City may terminate all or part of this Agreement at any time for its own convenience by providing three (3) days written notice to Contractor. Upon termination under this paragraph, Contractor shall be entitled to compensation for all services properly rendered prior to the termination, including Contractor's and sub consultants reasonable costs actually incurred in closing out the Agreement. In no instance shall Contractor be entitled to overhead or profit on work not performed.

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

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

11. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach. All waivers shall be done in writing.

12. Indemnification.

12.1 Liability of Contractor for Claims Other Than Professional Liability. For claims for other than professional liability, Contractor shall defend, save and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities or omissions of Contractor under this Agreement. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Contractor.

12.2 Liability of Contractor for Claims for Professional Liability. For claims for professional liability, Contractor shall save, and hold harmless City, its officers, agents and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor in the performance of professional services under this Agreement. A claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City.

12.3 Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265.

13. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon.

14. Compliance with Law.

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

14.2 Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the services provided for in the Agreement and shall be responsible for such payment of all persons supplying such labor or material to any subcontractor.

14.3 Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Agreement.

14.4 Contractor shall not permit any lien or claim to be filed or prosecuted against the City or its property on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien or claim so filed or prosecuted.

14.5 Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.

14.6 Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

14.7 No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:

14.7.1 Either:

14.7.1.1 For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

14.7.1.2 For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

14.7.2 For all work performed on Saturday and on any legal holiday specified in ORS 279B.020;

14.7.3 Contractor shall pay employees for overtime work performed under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

14.8 The Contractor must give notice to employees who work on this Agreement in writing, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

14.9 All subject employers working under the Contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

14.10 All sums due the State Unemployment Compensation Fund from the Contractor or any subcontractor in connection with the performance of the Agreement shall be promptly so paid.

14.11 Contractor certifies compliance with all applicable Oregon tax laws, in

accordance with ORS 305.385.

14.12 Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

14.13 The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.

14.14 Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244.

14.15 Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017.

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

14.17 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

14.18 Any other condition or clause required by law to be in this Agreement shall be considered included by this reference.

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

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

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

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

19. Mediation/Dispute Resolution

19.1 Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any arbitration or litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation or binding arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in the City of St. Helens, unless both parties agree in writing otherwise. If arbitration is selected by the parties, the parties shall exercise good faith efforts to select an arbitrator who shall be compensated equally by both parties. Venue for any arbitration shall be the City of St. Helens. Venue for any litigation shall be the Circuit Court for Columbia County.

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

21. Records, Inspection and Audit by the City.

21.1 Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after City makes final payment on this Agreement and all other pending matters are closed.

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

21.3 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within three (3) years after City makes final payment on this Agreement and all other pending matters are closed.

21.4 This Section 21 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

22. Force Majeure. Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood,

epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

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

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

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

CITY:**CITY OF ST. HELENS**

Council Meeting Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:**ST. HELENS MARINA LLC,**

an Oregon limited liability company

Signature: _____

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTACHMENT A
Scope of Work

- Oversees and directs monitoring of City docks and waterways and operations.
- Coordinates and maintains safe and orderly boating traffic.
- Enforces applicable ordinances and ensures enforcement of laws, regulations, and policies concerning City docks and waterways; coordinating harbor police force to assist with this enforcement.
- Participates in training related to new or revised ordinances; work with City regarding issues with current ordinances and recommend potential changes.
- Analyzes City docks and waterways and recommends modifications that will improve safety and efficiency of the area.
- Monitors dock kiosk to ensure proper functioning for vessel registration.
- Maintains records including reports of harbor activities and filed incident reports.
- Maintains effective working relationships with Owner/operators, City staff, marina managers and the public.
- Performs other related duties as assigned.

ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract. It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

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

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

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

Professional liability insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured.

Certificates of Insurance shall be forwarded to:

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

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

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

ATTACHMENT C Terms of Compensation

Initial term:

October 2022 – May 2023	\$1,000 monthly
June 2023- September 2023	\$2,000 monthly

Method of procurement: Direct appointment per St. Helens public contracting code 2.04.120(3)(e) as a personal services agreement not exceeding \$50,000 per year or \$150,000 over the full term (Initial Term of 1 year plus 2 renewal options of 1 year each).

Personal service contracts include those with an independent contractor predominantly for services that require special training, skill, unique/specialized knowledge and for which the quality of the service depends on the attributes that are unique to the service provider.

City of St. Helens

RESOLUTION NO. 1966

A RESOLUTION TO ESTABLISH WATER, SEWER, STORM DRAINAGE UTILITY RATES, CHARGES AND ADMINISTRATION RULES

WHEREAS, St. Helens municipal code chapter 13, section 02.040 states rates, fees, and other charges for utility services, including, but not limited to, delinquent fees, reinstatement fees, and any other account fees, shall be set or amended by council in a public forum after considering a staff report to provide an overview and allowing for public comments and testimony. Council shall pass a rate resolution after the forum; and,

WHEREAS, The St. Helens City Council conducted a work session concerning utility rates and charges on May 4, 2022. At that work session a staff report on utility rates and charges was presented and a quorum of the Council was present and accepted the facts and findings contained in that staff report; and,

WHEREAS, On June 1, 2022, a public meeting was held by the City Council to consider changes to the current schedule of utilities rates and charges. At that meeting the Council afforded the public time to comment on the proposed utilities rates and charges and concluded with adoption of resolution 1957; and,

WHEREAS, upon July 2022 implementation of rates per resolution 1957, staff discovered that the directed changes to the fixed rates applicable to Multiple family for water and sewer failed to designate that the fixed charge was to be multiplied by the number of Equivalent Dwelling Units; and,

WHEREAS, On September 21, 2022, a public meeting was held by the City Council to consider changes to the current schedule of utilities rates and charges. At that meeting the Council afforded the public time to comment on the proposed utilities rates and charges; and,

WHEREAS, the City Council concludes it is appropriate to charge utilities rates, fees, and service charges to fund the operations, maintenance, and capital improvement of the City's municipal utilities systems; and,

WHEREAS, the City Council has determined the proposed schedule of utilities rates, fees, and service charges hereinafter specified and established are just, reasonable, and necessary.

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

Section 1: Amendment and updating of utilities rates, fees, and service charges. In accordance with City municipal code chapter 13, this Resolution reaffirms the methodology and provides the basis for utilities rates, fees, and service charges.

Section 2: Scope of amendment and update of utilities rates, fees, and service charges. The utilities rates, fees, and service charges established by this Resolution are separate from, and in addition to, any other applicable taxes, fees, assessments, or charges, including but not limited to system development charges, which are required by the City of St. Helens or represent a condition of a land use or development approval.

Section 3: Effective date. This Resolution shall become effective upon its adoption by the St. Helens City Council.

Section 4: Review. This Resolution may be reviewed at the pleasure of the City Council, and the rates may be amended as appropriate.

Section 5: Repeal of prior resolution. Resolution No. ~~1835~~ 1957 (February 6, 2019) is hereby rescinded and replaced with new rates, fees, and service charges effective immediately.

Section 6: Schedule of new rates. Itemized in the following table is the schedule of utilities rates, fees, and service charges effective for the first full billing cycle beginning on or after October 15, 2022~~immediately~~.

APPROVED AND ADOPTED by the City Council this 21st day of ~~September~~June 2022, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
Utility Billing Administrative Rules
Approved by City Council as of ~~September 21~~July 16, 2022

Rates to be applied for the first full billing cycle beginning on or after October 15, 2022

1. NEW ACCOUNTS AND DEPOSITS

To begin service a Utility Account Application must be filled out and turned into the Utility Billing office. The application is available at the office and online. Water service will not be turned on until an application is reviewed and approved by the Utility Billing staff. A renter is required to receive a signature from the property owner/property manager approving the renter to begin service. With the owner's signature, the owner is acknowledging responsibility for any unpaid bill that is remaining on the account when service ends.

Water Service can be turned on/off by Public Works employees from Monday through Friday 9 AM – 4 PM for no charge. Outside of the hours listed before, water service can be turned on/off by request for a flat fee of \$100. The \$100 will be placed as a charge on the account.

When a customer is new, any old account at the service address must be paid in full before a new account is started and water service is turned on. In the case of renters, an old account bill responsibility will fall to the homeowner to be paid before a new renter's service will be turned on. It is the owner/renter's responsibility to notify the utility billing department when a renter is moving out so that a final bill can be processed.

2. UTILITY ASSISTANCE PROGRAM

The Utility Assistance Program, formally known as the Senior Citizen Discount, was permanently discontinued in December 2013. Customers who previously qualified and were receiving assistance prior to December 2013 will continue to receive a fixed discount of \$10 per month as long as they continue to meet the following criteria each year:

1. Account holder is age 65 or Older
2. Currently reside in the residence that receives the Utility Assistance Program
3. Residence is within City limits
4. Provides proof of residency at property (i.e., Electric bill, tax form, etc.)

Failure to show proof of this criteria will result in a loss of the Utility Assistance Program without the option of reapplying. A review of the Utility Assistance Program and participants may be done periodically by City staff as directed by the Finance Director, City Administrator, or City Council.

3. MONTHLY BILLING

Monthly billings are due on the 10th of every month. Payments can be made by cash, check, money order, credit/debit card, online and by our automated phone payment system. Payments over the phone are not allowed to be taken by staff but can be forwarded to our automated phone payment system. Payments made online are posted to our accounting system daily.

4. BILLING ADJUSTMENTS

Misread Meters

If a meter is misread, the City will refund any/all late fees and re-read the meter and adjust bill accordingly for that period.

Leak Adjustments

- a) The water leak adjustment form is available on the City's website and at the Utility Billing counter. This form must be completed within 45 days of the billing date in question.

- b) The water leak adjustment form must be accompanied by a 3rd party statement (plumbing service, etc.) that the leak was present and repaired and/or receipts for leak repair materials if completed by the homeowner.
- c) If the water leak adjustment is not approved by Utility Billing staff, Finance Director, or City Administrator, the customer will receive notification from the City with a specific reason why from the Finance Director. A customer can request an appeal process with City Council during a public meeting.

If the water leak is approved, the City will use the customer's average seasonal usage for the previous 3 years as a base for consumption. If the customer does not have enough history to complete this, the City will use the previous one to three consecutive months of consumption to calculate the leak and volume adjustment amount. Once approved, the leak adjustment amount will be credited back to the customer's account and the customer will be notified by the City.

- e) The minimum credit issued will be \$15.00.

5. DELINQUENT ACCOUNTS

Late Fee Assessment

A \$25 late fee is assessed on the 21st of every month. Customers who carryover a balance of equal or less than \$25.00 will not be charged a late fee or shut off during the billing process.

Shut-Off Procedure

General Process for Shut-off account status:

- | | | |
|----|--------------------------------|--|
| 1) | Official due date of billing > | 10 th of every month (or next available business day) |
| 2) | Late Fee Assessed > | 21 st of every month (or next available business day) |
| 3) | Shut-Off Process > | Begins on the 20 th of every month |

On the actual shut-off day, if an account is still in shut-off status, an additional \$75 Reconnection Fee is placed onto the account and the account must be paid in full by cash, debit, money order, cashier's check, or credit card. Payments via check at this time will not be accepted. Payments made online during shut-off may be required to wait until the next business day and posting of the payment is made by Utility Billing staff before service is restored.

Utility Workers are not allowed to accept any form of payment. Account "past due" amounts must be paid before the meter and water service is turned back on.

Once an account has their water service shut-off, all past due and current billings must be paid for service to be turned back on. Once water service has been shut off for one week or more, Utility Billing will notify the City Building Official to begin a notice to vacate the property.

6. FINAL BILLING

The City requires that all homeowners and/or tenants give the City notice of the intent to vacate a property to prepare a final bill and shut-off the account. A forwarding address is required for the final bill to be mailed. Final billings, if not paid by the scheduled due date, will be sent to a collection agency for processing and a utility lien is placed on the property for outstanding payments.

7. TEMPORARY SERVICES FOR NEW CONSTRUCTION

The City allows temporary service during construction of a new structure needing water, sewer and storm drainage. The contractor will be required to complete an application just like a new customer. All of the Administration Rules contained herein remain in effect. A \$25.00 non-refundable deposit is required.

8. NSF PAYMENTS

Accounts will only be allowed two NSF (non-sufficient funds) before a note is placed on the account to no longer accept checks as payment. If the City receives an NSF notice for a utility payment, the payment is immediately reversed, and the

account is charged a \$25.00 processing fee. A notice will go out to the owner/renter and payment must be made within three business days of notification or water service will be shut off until full payment is received.

9. TAMPERING WITH METERS & BLOCKING METER ACCESS

It is illegal to tamper with City meters. This includes turning on/off your meter. City staff should be the only people addressing meters on site. If tampering is found to have happened on a meter, the homeowner is ultimately responsible and will be charged a minimum of \$50.00 up to and possibly including the cost of the meter and labor time.

If a customer is currently on the City's shut-off list and it is found that the water meter was turned on illegally after City staff turned the service off for non-payment, the account will be charged a minimum of \$100 up to and possibly including the cost of the meter plus labor time if it needs to be replaced. The \$100 fee will be placed on the account and must be paid immediately before service will be properly restored.

If a customer's meter is currently on "lock" status by City staff and it is found that the meter and/or shut-off attachment has been tampered in any way to turn water service on illegally, the account will be charged a minimum of \$200 up to and including the cost of replacing the meter, labor time and potentially including a ticket from the Police Department for tampering which will include a separate fee amount and an appearance day in Municipal Court.

If an account is in shut-off status and the meter is blocked, a fee up to \$75 will be assessed including potential towing/moving costs if necessary, that will be the responsibility of the registered owner of the property moved.

City of St. Helens
Water Utility Rates and Charges Amended 9/21/22

Rates to be applied for the first full billing cycle beginning on or after October 15, 2022

Billings for customers include two components: Fixed rate and a volume charge for the amount consumed. The two components are added together to compute an invoice for each customer. ~~Fixed rates are based on costs associated with maintaining/reading meters and the costs associated with billing and are charged for connection to the water system. Fixed rates include the price the customer pays as a base charge to help cover fixed costs associated with maintaining existing infrastructure, repaying debt used to build that infrastructure, the costs associated with maintaining/reading meters, and the costs associated with billing. Fixed rates are charged for the connections to the water system and are applied based on combination of connection and Equivalent Dwelling Units (EDU) associated to the water connection.~~ Volume rates are based on the customer class for each 100 cubic feet (CCF) of water. The following table lists rates for customers within the City of St. Helens, retail customers outside the City of St. Helens, and wholesale customers.

City of St. Helens rates and charges are effective for billing cycles starting on or after dates shown below. Rates and charges shall be applied to all accounts on a monthly or bi-monthly basis. ~~Certain designated accounts that may be deemed "Large Volume" accounts are billed monthly.~~

WATER UTILITY RATE COMPONENTS	INSIDE CITY LIMITS <u>Effective 7/16/2022</u>	OUTSIDE CITY LIMITS <u>Effective 7/16/2022</u>
Fixed Rate		
Monthly Billing Residential	11.37	22.74
<u>Multifamily</u>	<u>11.37 multiplied by number of Equivalent Dwelling Units (EDU)</u>	<u>22.74 multiplied by number of Equivalent Dwelling Units (EDU)</u>
<u>Commercial / industrial</u>	<u>11.37</u>	<u>22.74</u>
<u>Wholesale</u>		<u>22.74</u>
Volume Rate		
Residential	5.6596	11.3193
Multifamily:		
Duplex	5.4634	10.9269
Apartments	5.3538	10.7077
Commercial / Industrial	4.5895	9.1789
Wholesale		3.4203

Outside the City limits of the City of St. Helens

Except as indicated in the Enterprise Zone Ordinance No. 2500, all properties outside the city limits shall be charged rates identified above.

Application for new service connection outside the city limits for surplus city water shall be reviewed by the Public Works Director and the City Council for facilities planning. Such application shall not be approved by the City Council unless the necessary size of main is extended to serve anticipated growth in the relevant area of the City's Urban Growth Boundary.

No Connection for new service outside the city limits for City water shall be installed unless a consent to annex is submitted to the Planning Department and an outside City water user agreement is signed and received by the City Administrator.

Hydrant Meter

Any customer who receives a permit for a hydrant meter shall pay a deposit of \$200 and shall pay Commercial/Industrial rates for such water usage. Such customer shall also pay a monthly rental fee for the meter of \$25 per month, or portion thereof. Meters must be returned every 12 months for assessment of condition, meter readings and billings of usage.

Water Testing Charges

Upon request by a City water customer, the City will provide testing for total coliform and fecal coliform. The City will charge the customer \$45 for testing. This charge also applies to construction requests for the same test on new pipelines.

Meter Testing

A customer may request the meter providing water service to their property be tested for accuracy. The test will require the following deposits to be collected before testing:

METER SIZE	DEPOSIT
One inch or less	\$100
> One inch and < One and a half inches	\$150
> One and a half inches	\$200

If testing results show the meter was faulty, the deposits will be refunded; if not, then no refund will be given. Adjustments will be governed by the Utility Billing Administrative Rules.

City of St. Helens
Sewer Utility Rates and Charges Amended 9/21/22

Rates to be applied for the first full billing cycle beginning on or after October 15, 2022

Billings for customers include two components: Fixed rate and a volume charge for the amount consumed. The two components are added together to compute an invoice for each customer. ~~Fixed rates are based on costs associated with maintaining/reading meters and the costs associated with billing and are charged for connection to the water.~~ Fixed rates include the price the customer pays as a base charge to help cover fixed costs associated with maintaining existing infrastructure, repaying debt used to build that infrastructure, the costs associated with maintaining/reading meters, and the costs associated with billing. Fixed rates are charged for the connections to the sewer system and are applied based on combination of connection and Equivalent Dwelling Units associated to the sewer connection.

~~system.~~ Volume rates are based on the customer class for each 100 cubic feet (CCF) of water. The following table lists rates for customers within the City of St. Helens, retail customers outside the City of St. Helens, and wholesale customers.

City of St. Helens rates and charges are effective for billing cycles starting on or after dates shown below. Rates and charges shall be applied to all accounts on a monthly or bi-monthly basis. Certain designated accounts that may be deemed "Large Volume" accounts are billed monthly.

SEWER UTILITY RATE COMPONENTS	INSIDE CITY LIMITS Effective 7/16/22	OUTSIDE CITY LIMITS Effective 7/16/22
Fixed Rate		
Monthly Billing Residential (SFR)	17.35	21.69
Multifamily	<u>17.35 multiplied by number of Equivalent Dwelling Units (EDU)</u>	<u>21.69 multiplied by number of Equivalent Dwelling Units (EDU)</u>
Commercial	<u>17.35</u>	<u>21.69</u>
Wholesale	<u>17.35</u>	<u>21.69</u>
Volume Rate		
Residential (SFR)	6.6636	8.3266
Multifamily		
Two Residential Sewer	7.3698	9.2151
Duplex	5.3195	6.6408
Apartments	5.1144	6.4016
Commercial		
Low Strength	5.9803	7.4723
Medium Strength	7.5634	9.4544
High Strength	10.5250	13.1448
Wholesale		2.0276

Residential Sewer Accounts – Winter Averaging

Volume will be based on a 4-month winter averaging of water consumption. The winter average period will be defined as the 4-month period starting with the first full billing cycle starting on or after December 15th of each year.

Accounts with an average usage of less than 1 CCF of water consumption are automatically assessed at the 5.50 CCF average.

Customers may request in writing to have the sewer based on actual usage if the property is vacant or consistently averages below 1 CCF per billing cycle over a 12-month period.

The assigned average for water consumption may be appealed to the Finance Director and could be modified pending a review of the account and findings thereof.

Table Utilized to Define Commercial Strengths

Strength Classification	BOD (mg/l)	TSS (mg/l)
Low	0-250	0-300
Medium	251-500	301-600
High	501-1,000	601-1,200
Special	1,001+	1,201+

The responsible person for paying the sewer charge may appeal the strength classification made by the City. Such appeal shall be made in writing to the Finance Director. The person appealing must provide sufficient information as to the strength of the sewer discharge created by their use so that the Finance Director or designee may evaluate the evidence and determine the proper strength of the waste generated.

Outside City Limit Customers

Except as indicated in the Enterprise Zone Ordinance No. 2500, all properties outside the city limits shall be charged rates identified above or designated specifically by address in Exhibit 5 of this resolution.

Application for new service connection outside the city limits for City sewer shall be reviewed by the Public Works Director and the City Council for facilities planning. Such application shall not be approved by the City Council unless the necessary size of main is extended to serve anticipated growth in the relevant area of the City's Urban Growth Boundary.

No connection for new service outside the city limits for City sewer shall be installed unless a consent to annex is submitted to Planning Department and an outside City sewer user agreement are signed are received by the Water Department.

Dormant Sewer Lines

Testing of a dormant existing sewer line connected to an old building or to be reused for a new building will be at a cost of time and materials.

Surcharges – Special Strength

All surcharges shall be based on total metered water supply into the premises for flow and customers will provide to the City regular testing results of samples. A sewer flow meter and alternative sampling or re-sampling at customer expense may be approved by the Wastewater Treatment Plant Superintendent. The concentration of each pollutant in excess of the above limits shall be used to determine the monthly surcharge for the period throughout the time interval between sample periods. The concentration shall be the average value of five consecutive daily tests taken over a period of five days, except when another period is specified by the Wastewater Treatment Plan Superintendent. Samples shall be taken at an approved manhole or other location determined by the Wastewater Treatment Plant Superintendent to be suitable so that samples will be representative.

Surcharges – Special Strength charges are as follows:

<u>BOD (mg/l)</u>	<u>TSS (mg/l)</u>	<u>Rate per ccf of Usage</u>
1,001-2,000	1,201-2,400	\$13.56
2,001-4,000	2,401-4,800	\$21.01
4,001-8,000	4,801-9,600	\$34.68
8,001-16,000	9,601-19,200	\$60.64
16,001-32,000	19,201-38,400	\$112.14

Acceptance and pricing for loads in excess of table above will be at the discretion of the Wastewater Treatment Plan Superintendent.

City of St. Helens
Storm Utility Rates and Charges Amended 9/21/22

Rates to be applied for the first full billing cycle beginning on or after October 15, 2022

Billings for customers are based upon either measured impervious surface or number of Drainage Residential Units (DRU) on amount of impervious surface for a property. The measurements are broken down into components of single-family units or equivalent residential units.

~~City of St. Helens rates and charges are effective for billing cycles starting on or after dates shown below. Rates and charges shall be applied to all accounts on a monthly or bi-monthly basis. Certain designated accounts may be deemed "Large Volume" accounts are billed monthly.~~

STORM DRAINAGE UTILITY RATES	MONTHLY <u>Fix charge*Effective</u> <u>7/16/2022</u>
Residential	14.39
<u>Single Family Home (1 DRUs)</u>	
<u>Duplex (2 DRUs)</u>	
<u>Triplex (3 DRUs)</u>	
<u>Fourplex (4 DRUs)</u>	
<u>Five or more (Based on Impervious surface)</u>	
Commercial <u>(Based on impervious surface)</u>	14.39
Industrial <u>(Based on impervious surface)</u>	14.39
All other Users <u>(Based on impervious surface)</u>	14.39

*Fixed charge represents 1 DRU or 2,500 sq ft of impervious surface. As dwelling units or impervious surface measurements increase the fixed charge increases accordingly.

City of St. Helens**McNulty PUD Water Users – Sewage Charges by City of St. Helens Amended 9/21/22****Rates to be applied for the first full billing cycle beginning on or after October 15, 2022**

The City of St. Helens is establishing Sewage rates for customers that have locations outside of City Limits that are receiving water from McNulty PUD. Volume rates are based on each 100 cubic feet (ccf) of water averaged over a Calendar's previous year.

Estimated Schedule of Utility Rates:

McNulty Usage Reports on Volume from previous calendar year cycle will determine Sewage rates to be effective July 16, 2022.

The following table lists rates for customers outside the City of St. Helens receiving water from McNulty PUD.

LOCATION OF CUSTOMER	CITY SEWAGE RATE
35369 Millard Road	101.71
58581 Columbia River Highway	83.06
58606 Kavanagh Avenue	67.25
58563 Columbia River Highway	27.94
35531 Firway Lane	40.66
35031 Millard Road	43.55
58209 Columbia River Highway	49.32
35285 Millard Road	26.99
34950 Pittsburg Road	160.36
35092 Pittsburg Road	194.93



Finance Director

DEPARTMENT: Administration
DIVISION: Finance
SUPERVISOR: City Administrator
CLASSIFICATION: Exempt
UNION: No
CONFIDENTIAL: Yes

POSITION SUMMARY

Manages and coordinates the activities of Finance and, Utility Billing, ~~Municipal Court, and Information Technology (IT).~~

SUPERVISION RECEIVED

Works under the general supervision of the City Administrator.

SUPERVISION EXERCISED

Manages staff in Finance and, Utility Billing, ~~Municipal Court, and IT.~~

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following, but ~~are~~ not limited to:
 Finance and, Utility Billing, ~~Municipal Court, and IT Operations~~

- Plans, directs, and evaluates the staff of the division; develops concepts and a philosophy that guides the operations of the division.
- Establishes procedures and performance standards to assure efficient and accurate activities in compliance with City policies, guidelines, goals, and objectives.
- Develops and evaluates assigned staff; reviews progress and directs changes as needed.
- Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations within the division.
- Issues written and oral instructions; assigns duties and examines work for accuracy and conformance to policies and procedures.

Finance

- Manages the preparation of all financial reports.
- Manages the development, maintenance and reporting of financial systems and records that provide for proper evaluation, control, and documentation of City financial operations.
- Manages the City's yearly audit process and reports to City Administrator and City Council audit findings and recommendations along with presentation of the yearly completed audit. Reports audit completion to State of Oregon and posting on City website.
- Designs, recommends, and oversees the implementation of approved City financial management policies. Ensures adherence to federal, state and/or Governmental Accounting Standards Board financial practices, laws, rules, and regulations.

- Plans, organizes, and manages the specific financial operations for the City including payroll, purchasing, accounts payable, utility billing, licensing services, and assessment billing services.
- Directs the preparation of state and federal reports.
- Supervises the collection of taxes, fees, and other receipts in accordance with laws and regulations.
- Oversees the posting and reconciliation of ledgers and accounts.
- Provides monthly reports to Departments/Divisions for budget and expenditure tracking.
- Issues quarterly financial reports to the City Administrator and Council if directed.
- Oversees the central computerized financial system.
- Acts as Budget Officer for the City and develops the annual City budget.
- Manages, designs, and negotiates lending agreements, special financing agreements, and finance-related intergovernmental agreements, and service contracts.
- Manages the sale of City bonds and other financial obligations in accordance with state and federal regulations.
- Provides financial advisory services, technical advice, and assistance to staff and Council.
- Provides financial advisory services, planning, analysis, scenarios projections, and assistance for City departments and City Council.
- Regularly updates City rates and fees of services and makes recommendations to City Administrator.
- Regularly update long-term financial planning; Evaluate revenue and expenditure assumptions and financial models with recommendations to departments and City Administrator.
- Evaluates and recommends best business practices for all departments related to fiscal management.
- Representation as the City's financial advisor during collective bargaining and to other outside agencies/businesses.
- Resolves inquiries, complaints, problems, or emergencies affecting the availability or quality of City financial services.
- Responds to sensitive or complex inquiries or service complaints from City Council, committees, media, and citizens.

Utility Billing

- Regularly evaluates City's Utility Billing Administrative Rules and makes recommendations to City Administrator.
- Approves leak adjustments within Utility Billing Administrative Rules.

~~Municipal Court~~

- ~~• Works with Municipal Court Judge on evaluation of Court operations and staffing.~~
- ~~• Manages all third-party service contracts for Court services, recommending changes as needed to City Administrator.~~

Information Technology (IT)

- ~~Oversees the central information system of the City.~~
- ~~Manager all 3rd party service contracts for IT services, recommending changes as needed to City Administrator.~~

Other Duties and Assignments

- May oversee or manage specific projects identified and agreed upon with City Administrator.

MINIMUM QUALIFICATIONS**EDUCATION AND EXPERIENCE**

- a. Bachelor's degree or post baccalaureate certificate in accounting, business administration, or related field; and
- b. Five years progressively responsible experience in municipal accounting, including supervision and/or management; or
- c. Any equivalent combination of education and experience which provides the applicant with the knowledge, skills, and abilities required to perform the job.

KNOWLEDGE, SKILLS, AND ABILITIES

- a. Practices, principles and procedures of municipal accounting, auditing, budgeting, and financial planning at the advanced level.
- b. Fiscal management including budget development, expenditure control, and recordkeeping in mid- to large-size organizations.
- c. Management and supervisory principles, practices, and methods.
- d. Laws, rules, and regulations applicable to assigned operations and generally accepted accounting principles.
- e. Generally Accepted Accounting Principles and understanding of internal controls at an advanced level.
- f. Production of financial statements according to Generally Accepted Accounting Principles.
- g. City services and the financing and accounting of those services including public safety, public works, utilities, community and economic development, and internal support services.
- h. Plan, organize, and oversee assigned work programs, including monitoring work schedules and evaluating the work of subordinates.
- i. Develop work unit's goals and objectives consistent with the City's strategic planning documents.
- j. Develop City financial goals and perform strategic planning.
- k. Analyze and evaluate business operations and develop and implement corrective action to resolve problems.
- l. Establish and maintain effective working relationships with City Council, staff, committees, and customers.
- m. Establish and maintain effective partnerships with external public and private organizations conducting business with the City.
- n. Communicate effectively, both orally and in writing.
- o. Develop and maintain a team oriented working environment.

DESIRED QUALIFICATIONS

- a. Experience with ERP Software (Currently Tyler Technologies Incode Software).

SPECIAL REQUIREMENTS

- Must pass a background check.

TOOLS AND EQUIPMENT USED

- Use of computer or laptop for use in word processing, spreadsheets, databases, and other related software.
- Copier/printer/fax machine; ten-key calculator; and telephones.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this position, the employee is frequently required to sit, stand, bend, kneel, and stoop. The employee is required to use hands to finger, handle, or operate objects, tools, or controls and reach with hands and arms. Duties involve moving materials weighing up to 20 pounds on a regular basis and infrequently weighing up to 50 pounds. Close vision, color vision, peripheral vision, depth perception, low-light vision, and ability to adjust focus are required. The employee is required to hear and talk.

WORKING CONDITIONS

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is typically performed in an office/laboratory environment and exposure to video display terminals occurs on a regular basis. The noise level in the work area is typical of most office environments with telephones, office equipment, personal interruptions, and background noises but may be moderately loud depending on the activities in the space.

EMPLOYEE ACKNOWLEDGMENT

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

I acknowledge that I have received a copy of the **Finance Director** job description. I understand that it is my responsibility to adhere to the Essential Duties and Responsibilities as outlined within this job description.

My signature below is evidence that I have reviewed and concurred that the above detailed job description appropriately describes the work of the position, including essential job functions, the minimum education and experience required of the position, and the physical demands of the position.

Signatures:

Finance Director

Date

Print Name: _____

City Administrator

Date