



# COUNCIL REGULAR SESSION

Wednesday, January 06, 2021 at 7:00 PM

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## COUNCIL MEMBERS:

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

<https://zoom.us/j/98995356261?pwd=c014c3NXWTISNzlnOGJWOVJtcmpDZz09>

## LOCATION & CONTACT:

Website | [www.sthelensoregon.gov](http://www.sthelensoregon.gov)

Email | [kathy@ci.st-helens.or.us](mailto:kathy@ci.st-helens.or.us)

Phone | 503-397-6272

Fax | 503-397-4016

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## AGENDA

### CALL REGULAR SESSION TO ORDER

### PLEDGE OF ALLEGIANCE

### VISITOR COMMENTS – *Limited to five (5) minutes per speaker*

### DELIBERATIONS

1. Exemption from Competitive Bid Requirements for Campbell Park Sport Court Installation Project

### RESOLUTIONS

2. **Resolution No. 1909:** A Resolution Appointing a Budget Officer for Fiscal Year 2021-22

### AWARD BID/CONTRACT

3. SCADA Upgrade Project at the Water Filtration Facility to Advanced Electrical Technologies for \$146,940

### APPROVE AND/OR AUTHORIZE FOR SIGNATURE

4. Dedication Deed for Portion of Lot 1 Ellsberg Subdivision on N. Vernonia Road for Public Use
5. Agreement with Lane Council of Governments for Compensation Survey for Non-Represented Employees
6. Agreement with Kittelson & Associates, Inc. for Assistance with Oregon Community Paths (OCP) Grant Application & Implementation

### CONSENT AGENDA FOR ACCEPTANCE

7. Parks & Trails Commission Minutes dated October 12, 2020
8. Library Board Minutes dated November 9, 2020

### CONSENT AGENDA FOR APPROVAL

9. Council Work Session, Executive Session, Public Hearing, and Regular Session Minutes dated December 16, 2020

### WORK SESSION ACTION ITEMS

### MAYOR SCHOLL REPORTS

**COUNCIL MEMBER REPORTS**

**OTHER BUSINESS**

**ADJOURN**

**VIRTUAL MEETING DETAILS**

Join Zoom Meeting:

<https://zoom.us/j/98995356261?pwd=c014c3NXWTISNzlnOGJWOVJtcmpDZz09>

Meeting ID: 989 9535 6261

Passcode: 372555

Dial by your location: 1 253 215 8782

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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.

City of St. Helens  
**RESOLUTION NO. 1909**

A RESOLUTION APPOINTING THE BUDGET  
 OFFICER FOR FISCAL YEAR 2021-22

**WHEREAS**, Oregon budget law requires that a Budget Officer be appointed by the Council or designated by Charter for each budget cycle; and

**WHEREAS**, the Budget Officer is responsible for preparing the proposed budget for presentation to the Budget Committee, publishing required notices, and compliance with budget law.

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

**Section 1.** Assistant City Administrator Matthew Brown is appointed as the Budget Officer for fiscal year 2021-21.

**Section 2.** This resolution shall be effective upon its approval and adoption.

**Approved and adopted** by the City Council on January 6, 2021, by the following vote:

Ayes:


Nays:

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

ATTEST:

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

## COUNCIL ACTION SHEET

<b>To:</b>	The Mayor and Members of City Council	
<b>From:</b>	Sue Nelson, P.E., City Engineer	
<b>Date:</b>	6 January 2021	
<b>Subject:</b>	Award SCADA Upgrade Project, W-471	

**Background:** The Water Filtration Facility (WFF) is working with the City's IT staff to upgrade multiple components of their computer and software operating system. The majority of these components are original to the facility are approaching 20 years old. The technology currently being used is not compatible with newer equipment and the hardware is nearing critical failure – some items have already failed and are unable to be restored, requiring replacement. Most of these are anticipated and planned for, including an upgrade/replacement of the Supervisory Control and Data Acquisition system. This is the electronic control system that monitors the operation and function of the WFF and allows the operators to make adjustments, run tests, etc. The existing system is only capable of running off of old computer hardware and is not compatible with new computer systems. This has created several issues with the operation of the WFF and it is critical that this system remains functioning properly.

A Request for Proposals (RFP) and contract documents to replace and upgrade key hardware and the SCADA operating system were developed by Engineering Department staff and the project was advertised for proposals on November 13, 2020 with a bid opening date of December 8, 2020. The following bids were received:

<b>FIRM</b>	<b>LOCATION</b>	<b>BID</b>
Advanced Electrical Technologies	Longview, WA	\$146,940
Control Systems Northwest	Medford, OR	\$165,020
Harris Group	Portland, OR	\$193,372
Portland Engineering Inc.	Portland, OR	\$76,300
Process Solutions	Stanwood, WA	\$192,520

After review by staff and the City's IT consultants, two submittals were determined to be nonresponsive by failing to demonstrate how they would meet the requirements of the RFP. This project is identified in the 2020/2021 Capital Improvement Budget as Water Filtration SCADA Upgrade.

**Recommendation:**

Award the contract for the SCADA Upgrade at the Water Filtration Facility Project, W-471 to Advanced Electrical Technologies as the lowest responsive bidder and authorize the Mayor to execute a Materials and Services Contract with Advanced Electrical Technologies for the SCADA Upgrade at the Water Filtration Facility Project, W-471. The contract will be at the rate prescribed in that firm's submitted bid, plus standard contingency.

**GRANTOR:**

Kenneth Walter Eib & Karen L. Eib  
 310 N Vernonia Rd  
 St Helens, OR 97051

**AFTER RECORDING, RETURN TO GRANTEE:**

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

▲ This Space for Recorder's Use Only ▲

## DEDICATION DEED

Kenneth Walter Eib & Karen L. Eib, husband and wife, hereinafter "Grantor," does hereby forever conveys and dedicates to the City of St. Helens, an Oregon municipal corporation, "Grantee," the following described real property, for the use of the public as a public way:

See Exhibit A, attached hereto and hereby incorporated by reference.

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

[Remainder of Page Intentionally Left Blank]

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

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

Kenneth Walter Eib

Kenneth Walter Eib

Karen L. Eib

Karen L. Eib

December 16, 2020

Date

December 16, 2020

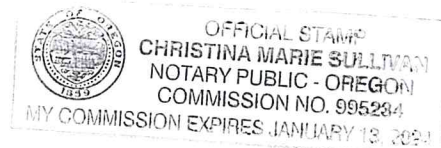
Date

STATE OF OREGON                     )  
County of COLUMBIA            ) ss.

This instrument was acknowledged before me on DECEMBER 16, 2020,

by KENNETH WALTER EIB  
KAREN L. EIB

Christina Marie Sullivan  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: JANUARY 13, 2024



[Remainder of Page Intentionally Left Blank]

[Acceptance and Acknowledgement Page Follows]

The foregoing conveyance is hereby ACCEPTED:

By: \_\_\_\_\_

Rick Scholl, Mayor

City of St. Helens

\_\_\_\_\_  
Date

STATE OF OREGON                    )  
  ) ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_,

by Rick Scholl as Mayor of the City of St. Helens.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON

My Commission Expires: \_\_\_\_\_



KLS Surveying Inc.  
1224 Alder Street  
Vernonia, OR 97064

Phone: (503) 429-6115  
Fax: (503) 429-6115  
Email: dwallace\_kls@msn.com

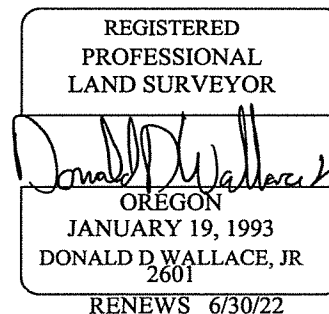
Item #4.

### Exhibit A

A portion of Lot 1, Ellsberg Subdivision located in the Northeast quarter of Section 5, Township 4 North, Range 1 West of the Willamette Meridian, City of St Helens, Columbia County, Oregon being more particularly described as follows:

- Beginning at a point on the Northerly right of way line of North Vernonia Road (C.R. No. 43) located South 67°42'00" West 79.59 feet from a 1 1/4" iron pipe at the Southeast corner of said Lot 1,
- thence North 60°20'17" West 40.26 feet to the Easterly right of way line of said North Vernonia Road;
- thence South 29°02'35" East along said right of way line, 31.93 feet to the Southwest corner of said Lot 1;
- thence North 67°42'00" East along the Northerly right of way line of said North Vernonia Road, 21.06 feet to the Point of Beginning.

Containing 334 Square Feet

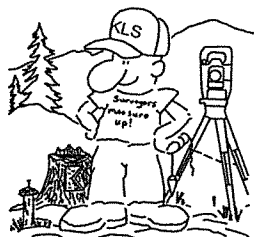
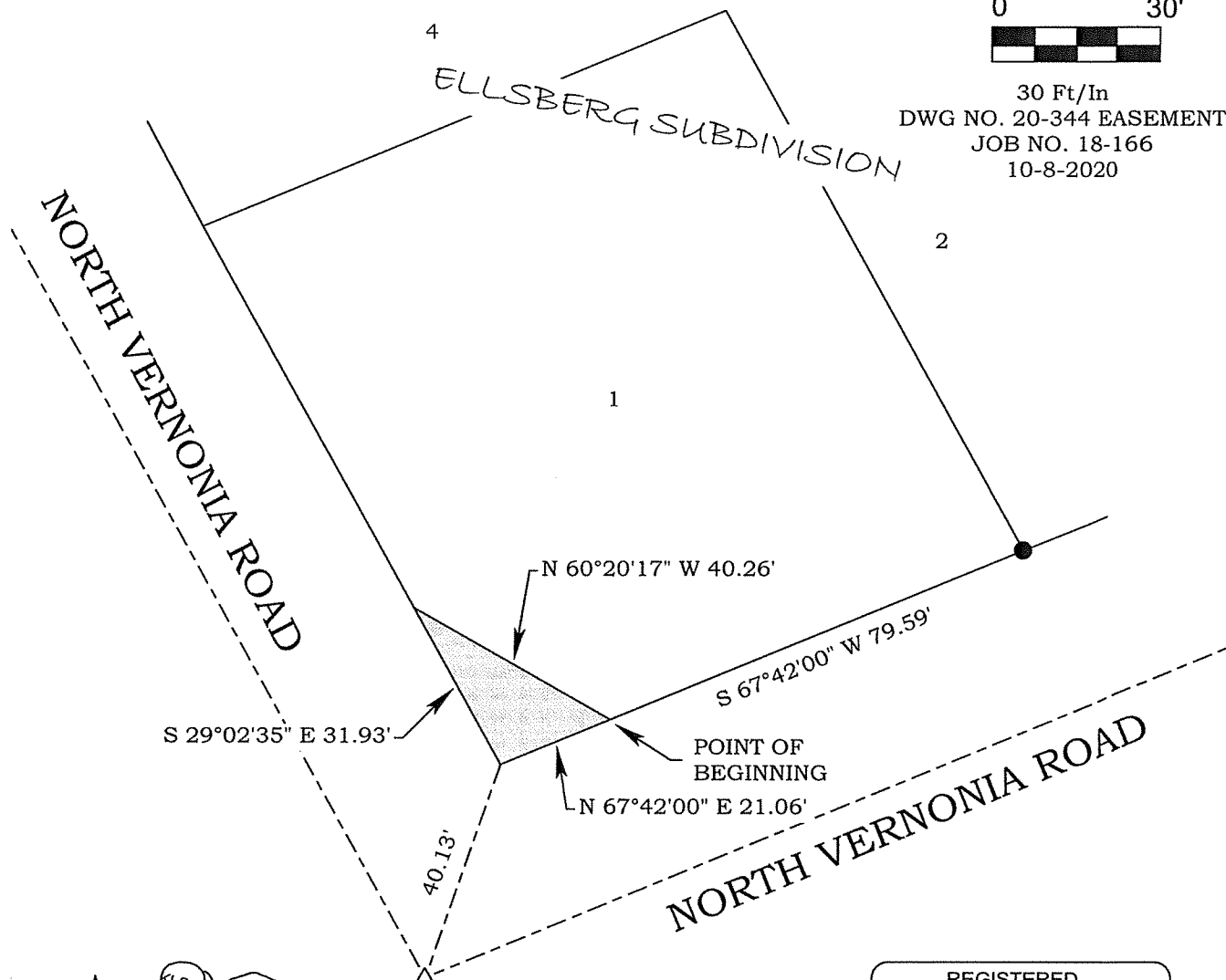




EASEMENT EXHIBIT FOR  
CITY OF ST. HELENS  
IN THE NE 1/4 OF SECTION 5,  
T4N, R1W, W.M.,  
COLUMBIA COUNTY, OREGON



30 Ft/In  
DWG NO. 20-344 EASEMENT  
JOB NO. 18-166  
10-8-2020



K.L.S. SURVEYING INC.  
1224 ALDER STREET  
VERNONIA, OREGON 97064  
(503) 429-6115

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Donald D Wallace*

OREGON  
JANUARY 19, 1993  
DONALD D WALLACE, JR  
2601

RENEWES 6/30/22

File No.: 001**DONATION AGREEMENT**

When a public improvement project requires any government agency or its contractor to acquire or enter upon private property, the owners of that property are entitled to compensation under federal and state law. Federal law is the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, PL 91-646, and state law is in Oregon Revised Statutes, 281.060, as amended.

The above federal and state laws also allow property owners to donate necessary property rights if they wish. To accomplish a donation, you only need to acknowledge that the agency has informed you of the right to compensation and that you wish to donate.

If you elect to donate the property rights as described in the attached Exhibit A or Easement, subject to the above information, please date and sign this Donation Agreement in the space below.

Date:Signature:12-16-20Kenneth W. EibDec 16, 2020Karen Rieib

## INTERGOVERNMENTAL AGREEMENT

**BETWEEN:** Lane Council of Governments (LCOG), an organization of governments within Lane County, Oregon

**AND:** City of St. Helens (CITY), a unit of local government of the State of Oregon

**EFFECTIVE DATE:** December 15, 2020

### RECITALS

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.
- B. Provision of services for the remuneration specified in this agreement will mutually benefit the parties.
- C. CITY and LCOG desire to enter into an agreement where-in Local Government Personnel Services (LCOG) will provide the services described in this agreement and Attachment A (attached hereto and incorporated herein by reference).


### AGREEMENT

- 1. **Duration.** The agreement term shall take effect on the Effective Date and shall continue in place until June 30, 2021 or later by mutual consent.
- 2. **Services to be Provided.** LCOG agrees to provide services to CITY as outlined in Attachment A, Work Program.
- 3. **Compensation.** CITY shall pay LCOG upon receipt of an invoice, which shall be issued quarterly after execution of this agreement unless otherwise agreed to by the parties in writing. The invoice will reflect the hourly rates as identified for Local Government Personnel Services members and non-members, and any direct expenses. All work will be performed as directed by CITY.
- 4. **Termination.** Upon thirty days' prior written notice delivered to the persons designated in Paragraph 6 to receive notice, either party, without cause, may terminate its participation in this agreement.
- 5. **Amendments.** This agreement may be modified or extended by written amendment signed by both parties.
- 6. **Administration.** Each party designates the following person as its representative for purposes of administering this agreement. Either party may change its designated representative by giving written notice to the other as provided in paragraph 14.

For LCOG: Howard Schussler 859 Willamette St., Suite 500 Eugene, OR 97401-2910 Ph: 541-682-4007	For CITY: Matt Brown 265 Strand Street St. Helens, OR 97051 Ph: (503) 366-8227
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- 7. **Records/Inspection.** CITY and LCOG shall each maintain records of its costs and expenses under this agreement for a period of not less than three full fiscal years following completion of this agreement. Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records related to this agreement.

- 8. Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to indemnify, defend, and save the other harmless from any claims, liability or damages including attorney fees, at trial and on appeal, arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.
- 9. Dispute Resolution.** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This mediation procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.
- If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:
- The location of the arbitration shall be in Eugene, Oregon;
  - Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
  - Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
  - Judgment upon the award rendered by the arbitrator may be entered in the Circuit Court in Lane County, Oregon.
- 10. Insurance.** Each party working under this agreement is either a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires each to provide Worker's Compensation coverage for all its subject workers, or is an employer that is exempt under ORS 656.126.
- 11. Subcontracting.** LCOG shall require any approved subcontractor to agree, as to the portion of the Work subcontracted, to comply with all obligations of LCOG specified in this agreement. LCOG shall remain obligated for full performance of this agreement and CITY shall incur no obligation to any sub-contractor.
- 12. Assignment.** Neither party shall assign this agreement in whole or in part, or any right or obligation hereunder, without the other party's written approval.
- 13. Compliance With Laws.** LCOG shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the Work, including all applicable State and local public contracting provisions.
- 14. Notices.** Any notices permitted or required by this agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the representative designated in paragraph 6. Either party may change its address by notice given to the other in accordance with this paragraph.
- 15. Integration.** This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either oral or written, between the parties.
- 16. Interpretation.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

**LANE COUNCIL OF GOVERNMENTS:**

DocuSigned by:  
  
 By: \_\_\_\_\_  
 Brenda Lee S. Wilson, Executive Director  
 12/18/2020  
 Date: \_\_\_\_\_

**CITY OF ST. HELENS:**

By: \_\_\_\_\_  
 John Walsh, City Administrator  
 Date: \_\_\_\_\_

## ATTACHMENT A WORK PROGRAM

On request of CITY, LCOG shall provide the following services:

The following table summarizes principal work tasks and estimated costs during the duration of the agreement:

Phase/Task	Estimated Hours/Amount
<b>Phase I (Preparation &amp; Development Phase)</b>	
Review, discuss, and finalize project scope including comparators and positions for inclusion	4.00
Research & request comparator information including job descriptions, wages, benefits, and PERS information	5.00
Follow up on data requests	3.00
<b>Estimated Time for Phase I</b>	<b>12.00</b>
<b>Estimated Cost for Phase I</b>	<b>1,680.00</b>
<b>Phase II (Salary Survey)</b>	
Review and analyze collected data, draft raw data tables; follow up as needed	21.00
Match comparator jobs to St. Helens jobs	7.00
21 Raw wage data tables (min/mid/max monthly wages, PERS)	3.00
1 Salary Schedule Comparison Chart	1.00
1 Health Insurance Comparison Chart	2.00
1 Paid Leave Comparison	1.00
1 Management/Fringe Benefit Comparison	2.00
<b>Estimated Time for Phase II</b>	<b>37.00</b>
<b>Estimated Cost for Phase II</b>	<b>5,180.00</b>
<b>Phase III (Prepare Recommendations and Report Development)</b>	
Review, evaluate, and analyze data; discuss follow up items as needed	6.00
Draft recommendations for compensation, salary, and salary structure	2.00
Prepare report for client review	3.00
Make changes as necessary and finalize report	2.00
<b>Estimated Time for Phase III</b>	<b>13.00</b>
<b>Estimated Cost for Phase III</b>	<b>1,820.00</b>
<b>Estimated Total Time for Project</b>	<b>62.00</b>
<b>Rate for Project Work</b>	<b>Member Rate 140.00</b>
<b>Total</b>	<b>\$8,680</b>

**City of St. Helens**  
**PERSONAL SERVICES AGREEMENT**

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

**RECITALS**

**A.** The City is in need of consulting services to assist with **Oregon Community Paths Grant application and implementation** and Contractor is qualified and prepared to provide such services.

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

**AGREEMENT**

**1. Engagement.** The City hereby engages Contractor to provide services (“Services”) related to the **Oregon Community Paths Program** and Contractor accepts such engagement. The principal contact for Contractor shall be Matthew Bell, phone 503-535-7435, email mbell@kittelson.com.

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

**3. Term.** Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on August 1, 2024. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

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

**5. Payment.**

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

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

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

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

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

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

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

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

**CONTRACTOR:** Kittelson & Associates  
Attn: Matt Bell  
851 SW 6th Avenue, Suite 600  
Portland OR 97204

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

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

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

**10. Insurance.**

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

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

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

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

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

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

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

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

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

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



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

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

**17. Compliance with Law.**

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

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

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

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

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

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

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

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

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

**22. Default.**

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

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

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

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

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

**24. Inspection and Audit by the City.**

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

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

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

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

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

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

**CITY:**

**CITY OF ST. HELENS**

Council Meeting Date: 01/06/20

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

Print: \_\_\_\_\_

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

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

**CONTRACTOR:**

**KITTELSON & ASSOCIATES, INC.**

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

Print: Wayne Kittelson

Title: Principal

Date: 12/21/2020

**ATTACHMENT A**  
**Scope of Work & Terms of Compensation**



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

Item #6.

## EXHIBIT A – SCOPE OF WORK

*This scope of work will provide the city with support on their upcoming Oregon Community Paths (OCP) grant application. The tasks identified below reflect our discussions in October and November 2020.*

### Project Management

- Participate in weekly virtual conference calls to coordinate with the City (up to 2)
- General project administration

### OCP Grant Application

- Develop a map illustrating the project location (Task 4.1a)
- Determine if the project improves walking/biking in a transportation-disadvantaged area (Task 5.1)
  - Prepare a map illustrating Transportation Disadvantaged Index (TDI) information for the project area
  - Identify the TDI characteristics for the project area (e.g. percent of non-white, youth senior, low income, etc.)
  - Determine the TDI score and confirm with ODOT
- Describe how the project addresses the needs of transportation-disadvantaged residents (Task 5.2)
- Determine if the project addresses/mitigates a safety barrier to walking, biking and other forms of non-motorized transportation (Task 5.3)
  - Obtain and review the five most recent years of crash data available for the project area
  - Identify the location, type, and severity of bike and ped-related crashes
  - Identify Crash Risk Factors for the project area
- Provide a summary of the public outreach plan (Task 6.5)
- Determine if the design approach is consistent with state guidelines (Task 7.3)
- Describe design approach (Task 7.4)

- Determine if the property is owned or if there is an easement (Task 7.5)
  - Prepare maps illustrating property and right-of-way lines
- Determine if the path will go through a restricted area and would require a special-use permit (Task 7.6)
  - Prepare maps illustrating existing zoning and land use
  - Review land City and County land use code
- Prepare a project schedule by task

## Project Budget Form

Project Name: St Helens OCP Grant Application  
 Project Manager: CAD  
 KAI Project Number: 25719.P  
 Date: Dec 18, 2020

## LABOR ESTIMATE - St Helens OCP Grant Application

Task	Notes	Staff	Wright, Susan SLY	Bell, Matthew MJB	Dartnell, Camilla CAD	Sommerville, Jon JKS					WORK TASK/ TASK HOURS	WORK TASK/ TASK COST
<b>001</b>	<b>Project Management</b>											
	Weekly conference calls (2)			1	1						2	\$300
	Project administration			1							1	\$174
	Reimbursable Expense											\$0
	Task #001 - Subtotal		0	2	1	0	0	0	0	0	3	\$474
<b>002</b>	<b>OCP Grant Application</b>											
	Project map				1	2					3	\$397
	TDI Information (map, characteristics, score)				2						2	\$251
	TD description			0.5	1						1.5	\$213
	Safety Information (crash data, crash risk factors)				2						2	\$251
	Pulic Outreach			1.5							1.5	\$261
	Design Approach (state guidelines, description)			1							1	\$174
	Property information (property and right-of-way map)				0.5	1					1.5	\$199
	Restricted area information (land-use and zoning map, code review)				1.5	1					2.5	\$324
	Project schedule			1.5							1.5	\$261
	Revisions			1	1						2	\$300
	Reimbursable Expense											\$0
	Task #002 - Subtotal		0	5.5	9	4	0	0	0	0	18.5	\$2,632
TOTAL HOURS			0	7.5	10	4	0	0	0	0		
LABOR RATE			\$250.00	\$174.12	\$125.71	\$135.83						
LABOR COST			\$0	\$1,306	\$1,257	\$543						
											<b>TOTAL HOURS</b>	<b>TOTAL LABOR</b>
											22	\$3,106

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

**TOTAL REIMBURSABLES**  
\$0

**TOTAL KAI FEES**  
\$3,106

**TOTAL SUB FEES**  
\$0

**TOTAL PROJECT BUDGET**  
\$3,106



**City of St. Helens**  
**OCP Grant Application Rate Schedule**  
*As of December 2020*

<b>Classification</b>	<b>Hourly Rate</b>	<b>Overhead @ 203.35%</b>	<b>Profit @ 12%</b>	<b>Hourly Billing Rate*</b>
Senior Principal Engineer/Planner	\$77.97	\$158.55	\$28.38	\$264.90
Principal Engineer/Planner	\$66.01	\$134.22	\$24.03	\$224.25
<i>Susan Wright</i>	\$63.78	\$129.70	\$23.22	\$216.69
Associate Engineer/Planner	\$57.08	\$116.06	\$20.78	\$193.92
Senior Engineer/Planner	\$48.78	\$99.19	\$17.76	\$165.72
<i>Matt Bell</i>	\$51.25	\$104.22	\$18.66	\$174.12
Engineer/Planner	\$37.78	\$76.83	\$13.75	\$128.36
<i>Camilla Dartnell</i>	\$37.00	\$75.24	\$13.47	\$125.71
Transportation Analyst	\$31.35	\$63.75	\$11.41	\$106.51
Technician I	\$26.71	\$54.30	\$9.72	\$90.73
Technician II	\$33.65	\$68.43	\$12.25	\$114.34
Senior Technician	\$39.92	\$81.18	\$14.53	\$135.64
<i>Jon Sommerville</i>	\$39.98	\$81.30	\$14.55	\$135.83
Associate Technician	\$46.97	\$95.51	\$17.10	\$159.57
Office Support	\$24.47	\$49.75	\$8.91	\$83.12
Software Technician	\$22.66	\$46.08	\$8.25	\$76.99
Data Analyst / Software Technician	\$34.05	\$69.24	\$12.39	\$115.69
Data Scientist/Developer	\$45.40	\$92.32	\$16.53	\$154.25
Senior Data Scientist/Developer	\$59.07	\$120.12	\$21.50	\$200.69

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



## ATTACHMENT B INSURANCE REQUIREMENTS

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

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

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

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

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

Certificates of Insurance shall be forwarded to:

City Administrator  
City of St. Helens  
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 Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

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



## **PARKS AND TRAILS COMMISSION**

Monday, October 12, 2020 at 4:00 PM

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### **MINUTES**

#### **PRESENT**

Chair Carmin Dunn  
Vice Chair Elisa Mann  
Commissioner Howard Blumenthal  
Commissioner John Brewington  
Commissioner Jacob Woodruff  
Commissioner Lynne Pettit  
Commissioner Jerry Belcher

#### **ABSENT**

Commissioner Walter Fowler  
Commissioner Paul Barlow

#### **STAFF PRESENT**

Sue Nelson  
Doug Morten  
Sheri Ingram  
Thad Houk  
Shanna Duggan  
Ginny Carlson  
Matt Brown

#### **OTHERS PRESENT**

Jason Smith, CREST

#### **CALL TO ORDER – 4:02 P.M.**

#### **APPROVE MINUTES**

1. Approve Minutes of September 14, 2020

**Motion** made by Commissioner Brewington, Seconded by Commissioner Pettit to approve the Minutes of September 14, 2020.

Voting Yea: Chair Dunn, Vice Chair Mann, Commissioner Blumenthal, Commissioner Brewington, Commissioner Woodruff, Commissioner Pettit

#### **TOPICS FROM THE FLOOR:** From attendees not otherwise of the agenda

## COUNCILOR'S REPORT

Morten said Belcher has been instrumental in working on the Urban Trail and there has been a lot of time put into how it could work out and function in an urban environment. The Parks Commission has been on the right track with developing an urban trail and he hopes it will get some traction with staff. He would like to see someone on the staff take the lead and get traction on it. Dunn asked how they get movement on it and Morten said he thought Nelson could take it back to staff meetings. We are a small community and we should be able to make it happen.

Dunn said we have made motions before so do they need to make a new one? Nelson said she does not have staff capacity at this time and won't until maybe early next year because of other current projects that are time sensitive. She has a large construction project ready to start and three fast-track projects ready to go out the door in the next few weeks that are going to take quite a bit of time. She does not have staff capacity to walk this through right now and she knows Houk doesn't either since he is short-staffed.

Morten asked if Duggan was aggressively looking at developing trails in the recreation sector. Duggan said her trail involvement is just recreational so she is not involved in planning trails. Morten asked if she would be interested in that and she said she would have to look into it to see what it involves. She is with the Recreation Department which is separate from Parks. Morten talked to Barlow about new trails and he said he is slammed for time. Brewington asked if Parks and Parks & Rec were both out of the general fund and Morten said that is correct. Morten said Parks & Trails has already come up with a plan for an urban trail and he doesn't think the roadblocks are that big of a hurdle to get over. Brewington suggests they make it an action item to Council.

Blumenthal says we have the basic trail designed and with the new steps at Grey Cliffs Park and the new 5<sup>th</sup> Street Trail, he thinks we just need signage and delineation on a few streets. The biggest hurdle is we need a little bit of staff time. Signage should be under tourism so we should be able to tap some of that money.

Belcher said that over a year ago they came up with a plan for the urban trail and last week he went for a walk with Rachael Barry and she is in favor of it. It promotes the city and gives people a place to exercise and he thinks it would bring money in here. The thing he keeps harping on is they spent a lot of time designing the figure eight and he thinks we should get one loop done and then they can start adding things to it.

Pettit said we need to make sure we get public access at south end of Dalton Lake and Madrona Ct. It would give a lot of people on the south end of town access.

Dunn said the biggest roadblock is not enough staff to accomplish things. Is there a possibility for suggesting the City add additional Parks staff so we can explore these things. Morten said he brought up Recreation and Tourism so there are other people on staff who can help with planning and identify what is needed to get this going.

Carlson had a conversation with Morten and she is getting calls from citizens on recreational opportunities for kids in lieu of P.E. and we have a huge resource on trails already in existence and she was embarrassed she couldn't find any info to direct them. She could take people to them but there is not an easy way to get info. There was public input in the wayfinding program and info was given on the trails and lots of citizens were at the town hall meetings. She knows that info was put on a map so she knows there's information about the current trail inventory somewhere and she knows there used

to be a trail brochure. If we had an inventory, we could go off the plan Belcher had and get grants to implement it. She doesn't know how long we will be distance learning but she wants the community to see all of the work they have done.

Dunn thought Brown was updating website info and Nelson said he reformatted brochure and it is on the website on the Parks page and a lot of the trails are on the brochure. Blumenthal said maybe they could do walking tours after Covid is over. Carlson suggested they do a "Trail of the Month". Belcher said most of the trails are bits and pieces and the urban trail they designed hooks a lot of them up. Carlson said she is a walker and she doesn't think people realize that there are paths at PUD and Scappoose Bay and by the animal shelter. We have a bigger regional draw for outdoor recreation than we realize.

Belcher said the big issue is money and people to make it happen and Morten said big issue is taking it to staff and getting it done. He wants to go forward, no excuses. If staff has to drop what they are doing and pick up the pieces and go forward, that is what he is going to ask them to do.

**Motion** made by Commissioner Blumenthal, Seconded by Commissioner Brewington to ask the City Council and Staff to look at the Urban Trail proposal and move it forward.

Voting Yea: Chair Dunn, Vice Chair Mann, Commissioner Belcher, Commissioner Blumenthal, Commissioner Brewington, Commissioner Pettit

Morten said one of the highlights of past year was meeting up with Jason Smith of CREST and Pettit and touring Dalton Lake to see what can be done.

Carlson said she wanted to make sure the all-inclusive playground didn't get lost in the weeds and they overthink it. She had a project that she took to Thad and had him use his expertise and take the lead and the project came out flawlessly with Public Works staff and they got it done. She thinks we forget what a resource he is and what knowledge he has. He has a lot of knowledge and is a champion for inclusion and she wants to make sure his work is not diminished. She heard he had it ready to go and they changed paths. She wants to make sure it doesn't get lost.

## NEW BUSINESS

### 2. CREST - Proposals for Dalton Lake Restoration - Jason Smith

Jason Smith is with the Columbia River Estuary Study Task Force. They are a Council of Governments and they serve local governments surrounding the Columbia River Estuary with a variety of services. They have an in-house planner and monitoring crew that monitors pre and post restoration monitoring and they have a crew of habitat restoration managers and that is what he is. In the past ten years, they have mainly been assisting Bonneville Power Administration and the Army Corps of Engineers in salmon recovery. They formed in 1974 and members include jurisdictions in Oregon and Washington. Salmon habitat is very important to the culture and economy. The power system and 13 dams have had a huge impact on the 13 salmon and steelhead species in the Columbia River. There are a series of mitigation measures required and one is restoring habitat in Columbia River estuaries. Dalton Lake fits into this. They want to build upon all nearby restoration projects and make this stretch of river high quality for salmon because as they head upstream, there are no restoration opportunities in Portland. Dalton Lake doesn't have fish access right now and has been on the radar for some time but it has taken a while to get to it because it's more technical. Salmon tend to find things very quickly no matter how long it has been blocked off. They have put out an RFP for consultants and received proposals from six firms. They have worked with most of them before and any one of them would do a great job. He wants

to know if any of them would be interested in being on the scoring board and they can all go through all of the proposals. They have a scoring system to pick the best candidate. He can get the proposals to all of them if they would like even if they aren't on the scoring committee so they can see the levels of expertise of these firms.

Belcher said he would like to be on the scoring committee.

3. Park of the Month

Belcher asked for it to be on the agenda. It was brought up at the last meeting but the Communications Officer is out on leave but they could discuss it and see where people want to go. Brewington said maybe we should wait until the first of the year. Dunn said we should wait until King is back and have a discussion with her? Blumenthal thought it would be good to put in the monthly newsletter. They requested it be put on agenda in January.

## OLD BUSINESS

4. All-Inclusive Playground Equipment

Dunn said we got MODA funding of \$37,000. It is half MODA/half Blazers. Nelson said we are trying to fast track this as much as we can. We all appreciated the research Houk did when we first looked at this but we didn't have as much all-inclusive components as much as now because the MODA grant didn't exist early on. We also, by law, have to get competitive bids and we have a lot more eyes on this project because of MODA and we have been getting contact from vendors who have participated before so we need to make sure we do this legally and go through the correct procurement process. We have to make sure it is right for the space and right for the community and that is where the input of Houk and Duggan has come in. Since we found out we won, we have been looking at types of equipment that are available. Last week, she and Dunn and Duggan went to Portland and looked at some all-inclusive playgrounds including another one that was funded by MODA. She showed pictures of equipment they had taken at the parks and talked about the different features. They are examples of the types of things they would like to install. They have contacts with the different manufacturers that are approved by the State and we will give a list of what we want and they will come up with a layout and cost. Fall protection is going to be a big part of it. She put up a map of McCormick of where it is proposed to go. We know our budget and basic type of equipment and should have some sort of a plan by the next meeting. Our budget is about \$200,000. This is another reason we have to go through the proper channels for such a large purchase. Dunn said Parks members will get to do scoring. Nelson asked if they wanted to have a group of Parks Comm & staff or do they want to do it as a whole Commission? Belcher said he wanted to be part of the committee and are they going to have some citizens on it? Nelson said that depends on what they want to do. They are trying to get it done as soon as possible so it's good to get feedback but could take more time if they were in on selecting pieces. Duggan said they should just have it on the agenda so people can provide feedback that way. She asked Brown if they could announce how much the MODA grant was for and an update so they may do a small article on that.

5. Master Plan List Additions - None

**DISCUSSION ITEMS**

Duggan said they are still doing Let's Play every week and rotating parks. They have been getting the most participants at Godfrey and Campbell. That is providing a theme and physical activity for elementary age kids. They just started a Nature Buddies program for small children ages 1-4 walking on trails at McCormick.

Blumenthal had 22 ladies from Portland Garden Club out last week to see the park and where some of the \$500 grant money is going. They will have their semi-annual work party first Saturday in November with plants from a native plant nursery on Sauvies Island. People will bring their own tools and snacks because of COVID. He saw a large buck laying down in the park the other day. He said there is more dumping than ever at Grey Cliffs so they need to figure out something better than calling Code Enforcement.

Woodruff has noticed more people in McCormick Park, especially in the skate park. And they filmed a Netflix show there.

Pettit said surveyors came out and put stakes on the north end of the Dalton Lake property. Nelson shared pics of them to show how far people in the neighborhood are encroached on the property. Morten thinks Columbia City needs to be aware of it so they can deal with it.

She said the kiosk, bike racks, benches are going to get installed in the next couple of weeks weather permitting.

**OTHER BUSINESS****ADJOURNMENT**

5:43

City of St. Helens  
***Library Board***  
**Minutes from Monday, November 9, 2020**  
 St. Helens Public Library via ZOOM

**Members Present**

Becky Bean  
 Patrick Birkle  
 Dan Davis  
 Melisa Gaelrun-Maggi, Chair  
 Amanda Heynemann, Past Chair  
 Margie Stanko

**Members Absent**

Lisa Beardslee

**Guests**

**Councilors in Attendance**

Stephen Topaz

**Staff Present**

Margaret Jeffries, Library Director  
 Dan Dieter, Library Board Secretary



**CALL MEETING TO ORDER:** The meeting was called to order at 7:18pm by Chair Gaelrun-Maggi.

**INVITATION TO CITIZENS FOR PUBLIC COMMENT:** N/A

**PREVIOUS MEETING MINUTES:** Minutes were reviewed and approved.

**DISCUSS NEEDED REVISIONS TO THE LIBRARY MUNICIPAL CODE:** The group discussed recent events, i.e., Board Member Patrick Birkle winning his election bid for City Council. Several Members expressed a desire to see him remain on the board. Director Jeffries stated that she would check with Kathy Payne to see if Board Member Patrick Birkle can stay on the Library Board or if his recent election to the City Council prevents him from keeping his board position. It was agreed that the Boards provide citizen input to the Council so it would be desirable to fill the position with another citizen that could add to the Council's perspective. Councilor Topaz stated that the Mayor makes assignments for new councilors at the January Meeting, so Board Member Birkle should be able to remain on the Library Board at least until then. The group discussed the need to create a committee to review applications, and to limit that

committee to three members to avoid creating a quorum. Member Stanko, Chair Gaelrun-Maggi and Past Chair Heynemann all agreed to be members of the committee. The group discussed how to hold meetings and interviews while following State requirements for social distancing. The committee agreed to look at options for meeting prospective board members when the time comes. The group discussed the legal requirement for posting in the paper of record, the Chronicle, and other forms of advertising for new board members. The group discussed interview questions and access to the statements on the Library's website, statements that the group has agreed to ask all prospective board members to read.

Director Jeffries stated that the Library Municipal Code is out of date, and has spoken with City Administrator Walsh about how to make changes to bring it up to date. The Library Municipal Code is unique in that it describes the Library and the Library Board in the same document. Other commissions and boards aren't described this way. The group read through the Municipal Code and raised questions about several items in Section 2.28.080 Duties and Powers. The group thought that this section should be renamed Roles and Responsibilities instead. The group discussed item number five (5) in that section and felt it should be removed. The group felt that the word 'policies' in item number six (6), and that 'terms for contracts' should be taken out of item number nine (9). Item number eleven (11) should have 'state library' removed. The group discussed Section 2.28.090 Gifts and bequests, and Director Jeffries stated that she would get advice from the City on this Section. Director Jeffries stated that there should be two items added, one to describe the board's role in reviewing reconsideration of materials, and one to describe the board's role in reinstating library privileges to patrons who have lost them and want to regain those privileges. This role as an appeal panel is written into the Library's Rules of Conduct. Director Jeffries stated that lastly the language would be looked at for clarity. Once the Municipal Code is reviewed and updated, the Library Board should review the Bylaws, which also need to be updated.

**LIBRARY DIRECTOR'S REPORT:** Director Jeffries congratulated Member Birkle on his election to the City Council. Director Jeffries reminded the group that Member Bean wanted to review the Library's Mission Statement. Director Jeffries also stated that we should prepare to review the last strategic plan as a way to begin the work on a strategic plan for the next 5 years. Director Jeffries also stated that there will be environmental factors to consider such as the new housing development that is being considered adjacent to the wetlands property west of McCormick Park. The group discussed the success of the 'Drive Through Boo', this year's Trunk or Treat program.

**CITY COUNCILOR'S REPORT:** Councilor Topaz stated that the group should also look to include changes brought about by new State and Federal requirements.

**BOARD MEMBER CONCERNS / COMMENTS / QUESTIONS:** Chair Gaelrun-Maggi asked that questions for potential board members be distributed.

**SUMMARIZE ACTION ITEMS:** N/A



**NEXT MEETING:** The next regularly scheduled meeting will be Monday, December 14, 2020 at 7:15 p.m. via Zoom.

Item #8.

**ADJOURNMENT:** Chair Gaelrun-Maggi adjourned the meeting at 8:50 pm.

✂

Respectfully submitted by:

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Library Board Secretary, Dan Dieter

# 2020-2021 Library Board Attendance Record

Item #8.

P=Present E=Excused Absence U=Unexcused Absence

Date	Bean	Beardslee	Birkle	Davis	Gaelrun-Maggi	Heynemann	Stanko	VACANT	VACANT
07-10-2020	Meeting Cancelled								
08-10-2020	P	P	P	E	P	P	E		
09-14-2020	P	E	E	P	P	P	E		
10-12-2020	P	P	P	P	P	E	P		
11-9-2020	P	E	P	P	P	P	P		
12-14-2020									
01-11-2021									
02-08-2021									
03-08-2021									
04-12-2021									
05-10-2021									
06-14-2021									

**City of St. Helens**  
*Consent Agenda for Approval*  
**CITY COUNCIL MINUTES**

Presented for approval on this 6<sup>th</sup> day of January, 2021 are the following Council minutes:

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2020

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- Work Session, Executive Session, Public Hearing, and Regular Session Minutes dated December 16, 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 file name & signature block on Word document & copy Word document into Council minutes folder in Shared Drive
- ☐ Upload & publish in MuniCode
- ☐ Email minutes link to distribution list
- ☐ Add minutes to HPRMS
- ☐ Add packet and exhibits to HPRMS
- ☐ File original in Vault
- ☐ Update minutes spreadsheet



# COUNCIL WORK SESSION

Wednesday, December 16, 2020

## DRAFT MINUTES

### MEMBERS PRESENT

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

### STAFF PRESENT

John Walsh, City Administrator  
Matt Brown, Assistant City Administrator  
Kathy Payne, City Recorder  
Lisa Scholl, Deputy City Recorder  
Mouhamad Zaher, Public Works Director  
Sue Nelson, City Engineer  
Rachael Barry, Government Affairs & Project Support Specialist

Crystal King, Communications Officer  
Margaret Jeffries, Library Director  
Jenny Dimsho, Associate Planner  
Bill Monahan, City Attorney  
Shanna Duggan, Recreation Manager  
Jennifer Johnson, Accountant  
Melanie Payne, Municipal Court Clerk

### OTHERS

Dana Pricher	Howard Blumenthal	Lynne Pettit
Angela Wayman	Dean Kampfer	Art Leskowich
Jerry Belcher	Carmin Dunn	

### CALL WORK SESSION TO ORDER – 1:00 p.m.

### FAREWELL TO COUNCILOR LOCKE & COUNCILOR CARLSON

Councilor Topaz expressed his appreciation of suggestions made by Councilor Locke when he began serving. It was very helpful.

Public Works Director Mouhamad Zaher thanked Councilor Locke and Councilor Carlson. He wishes he had the opportunity to spend more time with them. They have been great from the day he met them. Farewell and best wishes!

Recreation Manager Shanna Duggan thanked Councilor Locke and Councilor Carlson. They have been amazing advocates, especially for youth. She has enjoyed working with them.

City Recorder Kathy Payne has been here almost 20 years, almost as long as Councilor Locke. He is leaving an indelible mark on his service. He has done so much for the community in more ways than what people can see. Councilor Carlson has been a tireless leader in making things inclusive. She is appreciative of that and has learned a lot from her. She wants everyone to be involved and feel loved. Payne thanked her for the impact she made on her life.

Councilor Topaz shared that he has learned a lot from Councilor Carlson about people who need extra care. He thanked her.

Assistant City Administrator Matt Brown thanked Councilor Locke and Councilor Carlson. Their guidance and historical knowledge have been very helpful. He will miss seeing them. He will miss the conversations with Councilor Carlson after meetings. He appreciates their time and effort.

Councilor Carlson expressed that the loss of Councilor Locke is huge to the Council and community. He has worked tirelessly to make sure no one is left behind. His voice and calm will be missed.

Library Director Margaret Jeffries always appreciated Councilor Carlson's insights. She had a strength of gleaning ideas from other jurisdictions and bringing them to our community. Jeffries appreciated that and the interest Councilor Carlson had in the library. Jeffries had the opportunity of having Councilor Locke as a liaison early on. She thanked him for his leadership. Her parting thought is, "Role Tide!"

Council President Morten first met Councilor Locke around 2002. Council President Morten was racing on a sailboat and ran out of gas. He was welcomed by Councilor Locke at St. Helens Marina. He was so warm and inviting. He thanked Councilor Locke for always being an ambassador for the City.

An unnamed participant said hi to Councilor Carlson and Councilor Locke.

Brown shared a video from St. Helens Youth Council thanking Councilor Locke and Councilor Carlson for their service and leadership.

Howard Blumenthal thanked Councilor Locke and Councilor Carlson for their support of parks, trails, and neighborhoods. He also thanked Councilor Locke for his hard work on the Bicycle & Pedestrian Commission.

## **VISITOR COMMENTS**

None.

## **DISCUSSION TOPICS**

### **1. Employee Length of Service Awards**

1:19 p.m.

Three employees have reached a milestone in their employment with the City of St. Helens. The following individuals will receive a certificate and pin.

#### 15 Years

Melanie Payne started her career at St. Helens on December 12, 2005 as a part-time Deputy Court Clerk. Five years later, she was promoted to a full-time Legal Assistant to the Prosecuting Attorney. In July of 2013, her title was changed to Municipal Court Assistant to the City Prosecutor, and then again in 2016, it was changed to Legal Assistant. Most recently, in April of 2019, she was transferred to Municipal Court Clerk where she currently serves the citizens of St. Helens.

#### 10 Years

Jennifer Johnson was hired in December of 2010 as a Utility Billing Specialist. In 2016, she was promoted to Accounting Assistant. Just this year, her title changed to Accountant.

Shanna Duggan was hired in December of 2010 as a Utility Billing Specialist. The position was reclassified in 2017 to Utility, Banking, & Court Specialist. In 2018, the City developed a new Recreation Program. Shanna was offered the part-time Recreation Coordinator position, so, she worked part-time as a Utility, Banking, & Court Specialist and part-time as the Recreation Coordinator. In July of 2019, the Recreation Coordinator position was changed to Recreation Manager.

Congratulations, Melanie, Jennifer, and Shanna, and thank you for your service!

Council thanked them for their service in the office and in the community.

Brown talked about the work they each do and thanked them.

**2. Scappoose Bay Watershed Council Update - Dana Pricher, SBWC**

1:24 p.m.

Scappoose Bay Watershed Council Coordinator Dana Pricher reviewed her report. A copy is included in the archive packet for this meeting.

A few of the projects over the next year will be:

- Focus attention on treating primary limiting factors affecting Coho and Steelhead based on 2012 Limiting Factor Analysis
- Work with partners to prioritize and implement multi-agency restoration projects
- Expand noxious weed survey and control efforts on both public and private lands
- Offer educational opportunities for all age groups on watershed health
- Shade Our Streams program

Councilor Topaz talked about the report mentioning that they are not meeting goals for E. Coli in lower Scappoose Creek (East of Highway 30), Scappoose Bay, and Milton Creek. He asked if freshwater clams could help clean it? Dana is not aware of that.

Council President Morten reported that steelhead are spawning on N. Milton creek near Firlok Park, which was the norm when he was a child. There are native species coming back to that area. His uncle used to trap fish near Morten Drive in the early 1900s.

Mayor Scholl talked about his experience with fish growing up in St. Helens. He would like to see creeks stocked with fish that no longer have fish and enhance the runs.

Councilor President Morten pointed out the Gateway sculptures on Milton Creek. Those images celebrate the salmon life cycle in our creeks.

Councilor Carlson suggested Dana publicly share the work she does. People may not know what they can do with wetlands and streams.

Scappoose Bay Watershed Council is completely grant funded. They do not receive tax money. Dana talked about how COVID has reduced the number of volunteers and funds. They have partnered with the City of Scappoose to maintain and improve streamside natural areas in parks and watershed properties. She would like to have the same partnership with St. Helens.

Councilor Carlson suggested a family backyard habitat program that could be done through the Recreation Program. Dana said that is actually something they are working on. They do need more members on their Board if anyone is interested.

**3. Discussion Regarding Urban Trail - Council President Morten & PTC Chair Carmin Dunn**

2:13 p.m.

Council President Morten introduced Parks & Trails Commission Chair Carmin Dunn. The presentation is a pre-cursor to a resolution that he would like to adopt tonight. He thanked Dana Pricher for her work and suggestion of 'friends' groups for our parks.

Carmin reviewed the St. Helens Urban Trail/Pathway report. A copy is included in the archive packet for this meeting. She reviewed the suggested route and the need.

Jerry Belcher talked about the overlooks they want at Nob Hill Nature Park and Wyeth Street. Councilor Locke's background appears to be the overlook at Wyeth Street. He received a request for a bench at Wyeth Street. The trail's uniqueness will help the community and give regional recognition.

Councilor Carlson expressed her excitement of the trail. It will improve the livability for people in the community. She encouraged adding benches for people to rest while walking. She appreciates their efforts.

Mayor Scholl appreciates that it is inclusive. The trail near Wyeth Street is very well walked. He would like to see some kind of wire or cable added so people do not fall over the edge.

Howard Blumenthal added that boaters are often looking for areas to walk as well. He suggested adding stencils to direct people where to walk until signage can be installed.

Council President Morten acknowledged how great the Parks & Trails Commission members are.

Carmin thanked Council members, Parks & Trails Commission members, and staff for their support.

#### **4. Discussion Regarding Renewal of Drop Box Franchise - John**

2:35 p.m.

City Administrator Walsh reported that the request is for a renewal of a 10-year agreement. Dean Kampfer is available if there are any questions. He will bring back an Ordinance to the next meeting for approval.

#### **5. Review New City Engineer Job Description - Mouhamad**

2:38 p.m.

Public Works Director Zaher thanked City Engineer Sue Nelson for her role, hard work, and support at the City. She is a great asset and has been a great role model. He requested Council approve her modified job description. A copy is included in the archive packet for this meeting. It is on tonight's agenda for approval.

Councilor Topaz commented on some of the things listed on the job description, they were more appropriate in the 1850s. It mentions word processing and spreadsheets. There is no mention about AutoCAD or... The level of description appears to be more for an Engineering Tech and not a Chief Engineer.

Zaher explained that the job description does not list all duties and tools. They can amend it if Council desires. Councilor Topaz would like to see it updated.

Council President Morten pointed out that the job description could go on forever if it lists everything. Councilor Topaz disagreed. They are much further technologically. The wording should be updated. Zaher added that the job description was reviewed by staff and Lane Council of Governments. If there is a particular tool he wants to see, it can be added. Councilor Topaz just wants to see it general.

Councilor Carlson noted how impressed she is by how much Zaher has already done after only being here a month.

#### **6. Strategic Action Plan Updates**

2:45 p.m.

Assistant City Administrator Brown reviewed the following:

- The final Public Safety Facility meeting was held last night. They will present their recommendation in January. No matter what is decided, there will be a public engagement process. They are working behind the scenes on what that will look like. They are continuing to work with McKenzie, who has done a lot of the initial planning. They have contracted with them to do additional work because the building is in a flood zone. They will be working with the City Planner, the State, and FEMA on ways to mitigate that risk. Council can contact him, City Administrator Walsh, Government Affairs & Project Support Specialist Barry, or Police Chief Greenway if there are questions.

- Leah Tillotson will not be seeking reappointment on the Budget Committee. He talked about the way members are appointed on that Committee. Rather than an application and interview process, like the other Boards and Commissions, Budget Committee members are designated by one Council member representing their position. Brown is requesting the process be changed to be consistent with the other Boards and Commissions.

Discussion ensued. It is slightly different because there is not a Board or Commission to make a recommendation to Council for an appointment. Council would make the final decision.

Mayor Scholl suggested an interview process and make a recommendation. It can be done during a public meeting with Council and staff.

Councilor Carlson talked about the way we are recruiting for open Board and Commission positions and it not attracting very many applicants. She suggested that we accept new applications all year to use during vacancies. Members should represent all citizens.

## **7. City Administrator Report**

3:01 p.m.

- The change with the Budget Committee promotes openness and transparency and encourages involvement.
- The regular session agenda includes two bid contracts:
  - McCormick Park playground equipment
    - Received a recommendation from the Parks & Trails Commission
  - Columbia Pacific Food Bank renovation
    - City sponsored with a Community Development Block Grant (CDBG)

City Engineering Nelson reviewed the McCormick Park proposals. A copy is included in the archive packet for this meeting. The Parks & Trails Commission met on Monday and reviewed the proposals. They recommended the Play & Park Structures, which is the second proposal listed in the evening packet. The proposal does exceed the budget by more than \$40,000. They could remove features if they need to. Councilor Carlson suggested contacting civic organizations for donations. Many want to give back to the community. Nelson and Brown said that SDC funds could also be used for this project.

Councilor Topaz asked about the water supply to hose it down. Nelson responded that there is a hose bib at the adjacent covered shelter.

Nelson hopes this can be approved tonight. Prices will increase between 3-5% next year.

If approved, the company could begin manufacturing end of January, deliver middle of March, and install end of March and April. It will take about a month to install. It is exciting!

- The last meeting in December is a time of feel good, appreciation. He will save his farewell remarks for tonight.
- Projects in 2021
  - Food bank
  - Play equipment
  - Public safety facility
  - Waterfront
    - Riverwalk
    - Street and utility extensions
  - St. Helens Industrial Business Park
    - Utilities
    - Parcelization



- Communications is being leaned on more. There is a need for more than what Communications Officer Crystal King can do on her own. He is proposing to add a half-time communications person for the next six months. Funding would come from the Community Development Funds. Mayor Scholl agreed with the idea. They have to keep people informed. Council President Morten voiced his support. Brown will add it tonight's agenda for approval.

**OTHER BUSINESS**

3:25pm

Councilor Topaz talked about the toxic waste in the river in front of the mill and the cleanup process. He read articles in the Vernonia Voice about how timber has treated this part of Oregon. The timber industry has not been kind to Oregon. They have taken our trees but left terrible legacies of what they have done. Another article he read said the timber industry has not given any money to schools. The company who owns the mill are working with DEQ on how to handle the toxic cleanup. There is a possibility they could lose the Waterfront. He wants Walsh to explain to Council how bad the situation could get.

Walsh reported that they are educating themselves on the issue.

**ADJOURNMENT – 3:28 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

December 16, 2020

*This 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  
 Bill Monahan, City Attorney with Jordan Ramis PC

**Others:** None



At 3:36 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call.

- **Real Property Transactions, under ORS 192.660(2)(e)**
  - Update on potential purchase of property on Gable Road
  - Update on St. Helens Industrial Business Park Tenant Operations Waterway Lease

The Executive Session was adjourned at 3:56 p.m.



ATTEST:

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 Kathy Payne, City Recorder

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



# COUNCIL PUBLIC HEARING

Wednesday, December 16, 2020

## DRAFT MINUTES

### MEMBERS PRESENT

Mayor Rick Scholl  
 Council President Doug Morten  
 Councilor Keith Locke (arrived at 6:41 p.m.)  
 Councilor Ginny Carlson  
 Councilor Stephen R. Topaz

### STAFF PRESENT

John Walsh, City Administrator  
 Matt Brown, Assistant City Administrator  
 Kathy Payne, City Recorder  
 Sue Nelson, City Engineer  
 Jenny Dimsho, Associate Planner

### OTHERS

Howard Blumenthal

### OPEN PUBLIC HEARING – 6:16 p.m.

### TOPIC

#### 1. Street Vacation - Part of S. 2nd Street Right-of-Way (Zender)

Associate Planner Dimsho presented the staff report. A copy is included in the archive packet for this meeting. Based upon the facts and findings, staff recommends Council only grant the street vacation petition along Lot 22 with the provisions that:

1. The S. 2<sup>nd</sup> street ROW abutting the adjusted Lot 21 shall remain public right-of-way.
2. The legal description and exhibit from a private surveyor be provided within one year from the date Council approves the vacation request.
3. Lot Line Adjustment (LLA.2.20) shall be recorded within one year from the date Council approved the vacation request.
4. Conditions two and three are required prior to the ordinance that completes this right-of-way vacation.

Councilor Topaz asked if the owner can still access the property even without the vacation of the little triangle. Dimsho confirmed they can because it is public. The purpose of vacating it was for a bigger front yard and contiguous access. Councilor Topaz talked about the piece going down the cliff. Could anything be built there other than a stairway? Dimsho will not say, "no," but it is very steep. It does not meet buildable lot size for a structure.

Council President Morten asked if citizens would lose anything by vacating the small triangle. How would that benefit the builder? Dimsho responded that the builder would gain control over what happens on that little parcel. The trees would not be publicly protected and could be cut. Council President Morten asked about a deck. Dimsho said they would have to comply with setbacks.

Council President Morten asked if the Planning Commission discussed transportation issues. Are there issues with turning around at the end? Dimsho responded that their main focus was preserving public views. She had to do a four-point turn to get out of there. It is a dead-end site with topography challenges.

Council President Morten suggested looking at that site for a future trail and viewing platform.

### TESTIMONY

- ◆ Howard Blumenthal. He voiced his concern about giving up control of the beautiful oak trees in that area.

Councilor Carlson asked if there is anything in the Code to protect the stability of the bluff. Dimsho responded that when a lot is more than 15% in grade, they have to obtain a Sensitive Lands Permit. Building Official Mike De Roia also has authority to require a geotechnical report to determine if the land is buildable and suitable for the proposed development. Councilor Carlson wants to be extra careful about vegetation on a hillside.

Council President Morten pointed out that the ground is solid basalt. The first thing he did on his property was to get a geotechnical report to find out if it was buildable. It gives reassurance.

Keith Locke arrived at 6:41 p.m.

Discussion ensued.

### CLOSE PUBLIC HEARING – 6:43 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



# COUNCIL REGULAR SESSION

Wednesday, December 16, 2020

## DRAFT MINUTES

### MEMBERS PRESENT

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

### STAFF PRESENT

John Walsh, City Administrator  
 Matt Brown, Assistant City Administrator  
 Kathy Payne, City Recorder  
 Mouhamad Zaher, Public Works Director  
 Sue Nelson, City Engineer  
 Jenny Dimsho, Associate Planner  
 Christina Sullivan, Community Development Administrative Assistant

### OTHERS

Howard Blumenthal                      Carmin Dunn  
 Scott Keith                                Brady Preheim  
 Patrick Birkle

### CALL REGULAR SESSION TO ORDER – 7:00 p.m.

### PLEDGE OF ALLEGIANCE

Mayor Scholl said the Pledge of Allegiance.

### FAREWELL TO COUNCILOR LOCKE & COUNCILOR CARLSON

Christina Sullivan thanked Councilor Locke for his commitment to the community. She is grateful to have met him through St. Helens Community Foundation and receive his mentorship with 13 Nights on the River. His presence at local events brought a sense of connection to the community and the Council. She appreciates that he is around and available. She enjoyed seeing him walking his dogs and visiting with residents. His creative mind was and still is refreshing. His dedication to making sure the Flying Eagle Canoe had a place and purpose was admirable. She hopes to see a permanent home for it, possibly at the Library. He has a way of exciting others to get involved. His support will be truly missed. Councilor Carlson is the heartbeat and important piece to the community. Her willingness to speak up and include everyone is amazing. She is thankful to have met her through community events and their mutual friend, Laura. It takes a very special person to be a caregiver. Councilor Carlson wears her heart on her sleeve and has a way of making people feel important and needed. That is a quality that every city needs in a council member. She is thankful this is not goodbye but a new adventure. She cannot wait to see what mischief she will get in to next. To both of the councilors, change is good and important for moving forward. She thanked them both for all they gave.

Patrick Birkle thanked Councilor Carlson and Councilor Locke for their years of service. As an incoming Council member, he is excited to build on the foundation they have built. He agreed with Christina's sentiments. Councilor Carlson has a great heart to include community members who are often overlooked. How can he fill Councilor Locke's position after 20 years? He thanked him for his 20 years of dedication. He has helped this town become a safe harbor, tourist destination, and a place of great jobs for our citizens.

Mayor Scholl talked about Councilor Carlson's big heart. The inclusivity she brought to Council is going to be missed. He loves her sense of humor and their talks. She has a unique relationship between Council members. To Councilor Locke, 20 years is a long time! He brought in a lot of history. He usually had the answer or researched it and knew a lot about it. Some of the projects he has worked on has been the canoe, taking care of Sand Island, fireworks, and 13 Nights on the River. Councilor Locke has a big heart. It has been an honor to serve with them both. Watching the Youth Council members talk about them brought a tear to his eye. Youth Council will survive. Civic engagement is part of what makes America, America. He thanked them both.

Councilor Carlson said she is not leaving town but will see less of Councilor Locke. In the last eight years, she has buried her mom, survived cancer twice, and had her husband walk out of her life. Councilor Locke has taught her kids to drive, held her hand for cancer, and reached out to her in many ways. It was not because of politics but because of the guy he is. There is still good stewardship on the Council to move the City on in a forward way.

Council President Morten talked about how Councilor Carlson has brought statesmanship to the Council. He is astounded at how she can put meaningful words together and respond effectively to issues. She is a phenomenal speaker. The first time he heard her speak was back when they were doing the Gateway project. She spoke so well and was so effective. She was behind the imagination and creativity of getting those kinds of things going in the city. She stands for "habitat." Not just Habitat for Humanity, but also habitat for the environment that is inclusive to St. Helens. She is an icon. He will miss her dearly on the Council. He talked earlier about Councilor Locke and his overwhelming ambassadorship to the city. All the work he has done in the last 20 years has been astounding. It is interesting that he is going out during a pandemic. When he came on the Council in 2000, it was Y2K. Those are two worldwide issues that are phenomenal. He listed several noted accomplishments.

- Served 20 years as Councilor
- Prior to Council, he served from 1995 – 1996 on the Riverfront Committee
- Council liaison for:
  - Planning, two years
  - Public Works, two years
  - Police, 15 years
  - Library, 2 years
  - Building and Community Development, 13 years
  - Tourism, 10 years
  - Youth Council, 6 years
  - Representative for Paper Mill property, 5 years
  - Regional Organized Crime Narcotics (ROCN), 6 years
  - Columbia Emergency Planning Associations (CEPA), 13 years
  - Economic Development
    - St. Helens Merchants Association, 2 years,
    - Columbia Pacific Economic District (COLPAC), 2003 – 2010
    - St. Helens Economic Development Committee (SHEDCO), 2007 – 2010
    - Columbia County Economic Team (CCET), 2007 – 2011

- Chamber of Commerce Liaison, 1999 – 2006
- St. Helens Community Federal Credit Union Board, 1998 – 2004
- Some of his projects included:
  - Grey Cliffs Park
  - Sand Island Park
  - Columbia View Park amphitheater, 2005 – 2016
  - Lewis & Clark 150 Year Celebration Campfire & Canoes, 2006
  - Flying Eagle Canoe, 15 years
  - 13 Nights on the River, 8 years
  - Friday Night Movies, 2008 – 2010
  - 4<sup>th</sup> of July fireworks, 1985 – 2017
  - Christmas Ships, Captains Dinner, Santa, and Tree Celebration, 11 years
  - Tourism & Spirit of Halloweentown, 2001 – 2009
  - FORD Leadership, Crown Zellerbach Trail, Scappoose, 2006 – 2007
  - Sand Island Shuttle – 2010
- Service organizations:
  - Community Action Team (CAT) Board Officer, 10 years
  - Kiwanis Noon Club, 10 years
  - Kiwanis Parade Committee Chair, 3 years
  - Citizens Emergency Response Team (CERT), 2005
  - St. Helens Community Foundation, 8 years
  - Teen Center Ad-hoc Committee, 2 years
  - Columbia Center Foundation Board Technology, 1996 – present
  - Police Board Committee
  - Chamber award, 2011
  - Police Department First Citizen Award, 2020
  - United Food and Shelter Subcommittee, 9 years

This is just a portion of Councilor Locke's involvement over the last 20 years. Thank you, Councilor Locke.

Keith Locke expressed that he could not have done this without the support of his wife, Kathy. Second, he thanked the staff. There are only a few remaining from when he first began. Looking back at some of the projects he did, he wonders what they were doing letting him do it. It is really rough out there and sometimes you have to press the limits to get things done. He learned how to do that over the years. Most everything has worked out well. His biggest advice to councilors is that if you get an idea, try to get a few people to buy into it so you are not alone. Do not be afraid to talk to each other and throw ideas off each other. Do not be afraid to dream and act on your dream.

Councilor Topaz asked how many years he shepherded the fireworks. Councilor Locke did it off and on for 33 years. When he was at the Mill, he hung out with Steve Young, who oversaw the fireworks. Mayor Scholl added that Ed Lokken was the main fireworks organizer.

Councilor Locke thanked the staff. It has been fun and a very rewarding experience.

Councilor Topaz first met Councilor Carlson on SHEDCO. She can go help them again now that she has spare time.

Assistant City Administrator Brown read a comment that was on Facebook from Jeanne Crawford, as she was unable to access the Zoom meeting, "Ginny and Keith have been a very positive force for the community, pro small business, and very supportive of our youth. As a former business owner, she appreciates the support shown. Her daughter joined Youth Council from the suggestion from them both. I love you both."

Brown displayed a slideshow with memories of them both.

Councilor Locke thanked staff for the thoughtful card, beautiful plaque, and gift certificates for a couple of his favorite restaurants.

Brady Preheim thanked them both for their years of service. He appreciates all they have done for the City. They will be missed.

City Administrator Walsh acknowledged the honor and privilege to work with them both. Councilor Carlson has been a wonderful councilor. She brought her own voice and a unique perspective. He has a lot of memories with Councilor Locke. Watching all that history walk out the door is a little bit emotional, but it is an opportunity for new voices and new perspectives. They will be missed.

Mayor Scholl expressed that being a councilor is all about networking. They will do their best to get the new councilors plugged in. They are moving forward full speed.

### **Deliberations - Street Vacation - Part of S. 2nd Street Right-of-Way (Zender)**

**Motion:** Motion made by Councilor Topaz and second by Council President Morten to approve the street vacation as recommended. Voting Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz

### **VISITOR COMMENTS**

No visitor comments.

### **RESOLUTIONS**

- 1. Resolution No. 1907:** A Resolution of the Common Council of the City of St. Helens, Oregon, Amending Resolution No. 1889, the City Employee Compensation Plan, to Change the Public Works Engineering Director Title to City Engineer

Mayor Scholl read Resolution No. 1907 by title. Motion made by Councilor Locke and seconded by Council President Morten to adopt Resolution No. 1907. Voting Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz

- 2. Resolution No. 1908:** A Resolution of the St. Helens City Council to Honor Citizen Engagement and Promote Community Health and Livability

Council President Morten expressed how important this resolution is to citizens and visitors. It gives the Parks & Trails Commission flexibility to continue their endeavors with trail connectivity and parks.

Mayor Scholl read Resolution No. 1908 by title. Motion made by Councilor Carlson and seconded by Councilor Topaz to adopt Resolution No. 1908. Voting Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz

### **AWARD BID/CONTRACT**

3. McCormick Park Playground Equipment (*see packet materials*)
4. Columbia Pacific Food Bank Renovation Project to JH Kelly for \$1,615,777

Walsh clarified that the staff recommendation is to award the McCormick Park Playground project to Wildwood Playgrounds Northwest.

Motion made by Councilor Carlson and seconded by Councilor Topaz to approve '3' and '4' above, as recommended by staff. Voting Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz

### **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**

5. Extension of Agreement with Pauly, Rogers, & Co. PC for Auditing Services
6. Statement of Work for Professional Services with David Evans & Associates for N. Vernonia Road Sidewalks Project



7. Contract Payments
8. Master Services Agreement with NW Regional Education Service District for Library Services

Motion made by Councilor Carlson and seconded by Councilor Topaz to approve '5' through '8' above. Voting Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz

### **APPOINTMENTS TO CITY BOARDS & COMMISSIONS**

9. Reappoint Jerry Belcher & Carmin Dunn to Parks & Trails Commission

Motion made by Councilor Locke and seconded by Council President Morten to approve '9' above. Voting Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz

### **CONSENT AGENDA FOR ACCEPTANCE**

10. Planning Commission Minutes dated November 10, 2020

Motion made by Councilor Carlson and seconded by Councilor Topaz to approve '10' above. Voting Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz

### **CONSENT AGENDA FOR APPROVAL**

11. Council Work Session, Executive Session, and Regular Session Minutes dated December 2, 2020
12. New City Engineer Job Description
13. Accounts Payable Bill Lists

Motion made by Councilor Carlson and seconded by Council President Morten to approve '11' through '13' above. Voting Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz

### **WORK SESSION ACTION ITEMS**

#### **1st Item:**

Request to hire a part-time communications staff member through June 30.

**Motion:** Motion made by Councilor Locke and seconded by Council President Morten to approve hiring a part-time communications staff member through June 30. Voting Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz

#### **2nd Item:**

Align Budget Committee application and appointment process to be consistent with other boards and commissions recruitment. The interview process will be public in front of Council.

**Motion:** Motion made by Councilor Topaz and seconded by Councilor Locke for the recruitment of Budget Committee members to be consistent with other boards and commissions. Voting Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz

### **MAYOR SCHOLL REPORTS**

- Christmas Ships was a wonderful event. It looked like everyone did a good job at social distancing. The weather held out.
- Continuing to move forward. A lot of stuff is going on. He is looking forward to getting back to the basics with new Council members coming on. He has not forgotten why he signed up to do this.
- Merry Christmas! Be safe. Hopefully, 2021 will be a better year than 2020. There was a lot of resilience in the community. Everything is okay. They are in it together.
- Happy New Year!

**COUNCIL MEMBER REPORTS**

Council President Morten reported...

- There is a light at the end of the pandemic tunnel. Hopefully, getting back will create good health and a good economy.
- He thanked Government Affairs & Project Support Specialist Rachael Barry for her work creating Resolution No. 1908. It is great for the community.
- Have a great holiday! See you next year.

Councilor Locke reported...

- Thank you to Council, staff, and the community. There are a lot of huge projects happening right now. There are towns 10 times our size that do not have half the projects going on.
- The new proposed police station is important to our police force and the community. Let's make this happen.

Councilor Carlson reported...

- Thanked staff and Council for their patience, understanding, and being there to answer her questions.
- The Planning Commission will be interviewing next week. A recommendation will come to the Council in January. They have a very diverse population, and she would like to see our government reflect that.
- She would like to see that the investigation not fall through the cracks. People need to be able to work and volunteer in a safe environment.
- This little squirrel is going to take her nutty ideas somewhere else.

Councilor Topaz reported...

- Library staff and Library Board have done an incredible job of changing directions to continue serving the community without letting them into the Library. It also gave the Library a chance to redo a number of things within the building. The Library and Recreation Program have coordinated to create projects in the parks. He hopes these things continue, even after the pandemic is over.
- The Library is reviewing operating rules for updates.
- Unfortunately, the Library cannot be used as a warm place for the homeless.
- There is an investigation about the waste products from the mill. He is requesting that Walsh continuing monitoring and updating Council on the status.

**OTHER BUSINESS**

Council President Morten welcomed the new Council members. They have tough boots to fill.

**ADJOURN – 8:07 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