



COUNCIL REGULAR SESSION

Wednesday, August 04, 2021 at 7:00 PM

COUNCIL MEMBERS:

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

LOCATION & CONTACT:

Council Chambers, 265 Strand Street, St. Helens
Website | www.sthelensoregon.gov
Email | kpayne@sthelensoregon.gov
Phone | 503-397-6272
Fax | 503-397-4016

AGENDA

CALL REGULAR SESSION TO ORDER

PLEDGE OF ALLEGIANCE

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

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

- [1.](#) Agreement with Scappoose Bay Watershed Council for Collaborating on Maintenance & Improvements of Natural Areas on City-Owned Property
- [2.](#) Agreement with Amy Lindgren for Judicial Services
- [3.](#) Contract Payments

CONSENT AGENDA FOR ACCEPTANCE

- [4.](#) Contract with GeoDesign, Inc. dba: NV5 for Geotechnical Services for Soil Stabilization at Campbell Park

CONSENT AGENDA FOR APPROVAL

- [5.](#) Amended Library Circulation Policy
- [6.](#) American Rescue Plan Act (ARPA) Funds Allocation
- [7.](#) Council Minutes dated July 14 and 16, 2021
- [8.](#) Accounts Payable Bill Lists

WORK SESSION ACTION ITEMS

MAYOR SCHOLL REPORTS

COUNCIL MEMBER REPORTS

OTHER BUSINESS

ADJOURN

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.

Intergovernmental Agreement

This Intergovernmental Agreement (the "Agreement") is made on July 15th 2021, by and between St Helens Bay Watershed Council, of 57420 Old Portland Rd Ste 2, Warren, Oregon 97053 (hereinafter referred to as "SBWC") and City of St Helens, 265 Strand St, St Helens OR 97051 (hereinafter referred to as "COSH") for the purpose of achieving the various aims and objectives relating to the maintenance and improvement of natural areas on City owned property (the "Project").

WHEREAS, both parties are authorized to enter into this Intergovernmental Agreement for cooperative endeavor of City of St Helens Natural Area Maintenance and Improvement (Project).

WHEREAS, COSH and SBWC will participate in the Project as partners striving to achieve an improvement of natural areas in COSH Parks and Natural areas for the benefit of St Helens residents.

WHEREAS SBWC and COSH desire to enter into an agreement in which SBWC and COSH will work together to complete the Project;

AND WHEREAS SBWC and COSH are desirous to enter into an IGA between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

UNDERSTANDING It is mutually agreed upon and understood by and among the Partners of this Agreement that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of the Project.
- d. This Agreement is not intended to and does not create any right, benefit, or trust responsibility.
- e. This Agreement will be effective upon the signature of both Partners.
- f. Any Partner may terminate its participation in this Agreement by providing written notice to other Partner.

1. DESCRIPTION OF SERVICES. SBWC ("Provider") will provide to COSH ("Recipient") the services described below (collectively, the "Services") to achieve the mutual goal of maintenance and improvement of natural areas on COSH owned property as identified by the Director of Public Works and Coordinator of SBWC.

The Activities and Services for the Project shall include, but not limited to:
Services to be rendered by the SBWC:

- a. Site assessment and 5-year management plan development for McCormick Park and Godfrey Park.
- b. Spray Treatment Program development for city (policy, forms, process)
- c. Treatment training program development for City Staff and volunteers (how to spray, mechanical treatments, timing, etc).

- d. Deliver 8 hours of field training with staff and volunteers.
- e. Organizing four volunteer work days in the parks to complete tasks identified in the management plan.
- f. Identifying partner programs and funding opportunities to complete management plan tasks.

Services to be rendered by COSH include:

- g. Minimum of six meetings between Park Manager, City staff and SBWC staff to provide input on policy, training program, and management plan
- h. Staff availability to attend trainings
- i. Providing access to properties as needed.
- j. Disposal of vegetation and trash as needed.
- k. Lending tools and equipment for volunteer/community projects as needed.

2. COMMUNICATION STRATEGY

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

3. PAYMENT. Total charged costs shall not exceed **_\$5000_**.

COSH agrees to pay SBWC as follows:

SBWC will submit quarterly invoices for services completed to COSH. Payment by COSH is expected within 30 days of receipt of invoice.

COSH shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if COSH fails to pay for the Services when due, SBWC has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.

4. TERM. This Agreement will terminate automatically on **June 30, 2022** unless mutually agreed upon in writing by both partners. Agreement may be renewed for additional terms by written agreement by both parties of scope of work and budget for subsequent terms.

5. INDEMNIFICATION. Provider agrees to indemnify and hold Recipient harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Recipient that result from the acts or omissions of Provider and/or Provider's employees, agents, or representatives.

6. WARRANTY. Provider shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Provider's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Provider on similar projects.

7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

8. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

10. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees, both in the trial court and on appeal.

11. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

12. FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control

of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

12. LIABILITY No liability will arise or be assumed between the Partners as a result of this Agreement.

13. NOTICE Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

14. GOVERNING LAW This Agreement shall be construed in accordance with the laws of the State of Oregon.

15. ASSIGNMENT Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

16. AMENDMENT This Agreement may be amended or supplemented in writing, if the writing is signed by the party obligated under this Agreement.

17. SEVERABILITY If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

18. PRIOR AGREEMENT SUPERSEDED This Agreement constitutes the entire Agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Agreements, whether written or oral.

Signatories

This Agreement shall be signed on behalf of Scappoose Bay Watershed Council by Dana Pricher, Coordinator, and on behalf of City of St Helens by Mouhamad Zaher. This Agreement shall be effective as of the date first written above.



Scappoose Bay Watershed Council
By Dana Pricher, Coordinator

City of St Helens
By Mouhamad Zaher, Public Works Director

City of St. Helens
PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the **City of St. Helens** ("City"), an Oregon municipal corporation, Amy Lindgren Law LLC, and **Amy Lindgren** (hereinafter individually and collectively referred to as "Judge" or "Lindgren").

RECITALS

- A. The City is in need of judicial services, and Lindgren is qualified and prepared to provide such services. Lindgren is licensed to practice law in the State of Oregon and serves as an attorney, member of the Oregon State Bar and engages in the practice of law as a member of Amy Lindgren Law LLC, an Oregon limited liability corporation.
- B. The purpose of this Agreement is to establish the services to be provided by Lindgren and the compensation and terms for such services.

FIRST AMENDED PERSONAL SERVICES AGREEMENT

1. ENGAGEMENT

The City hereby engages Lindgren to provide services related to **Municipal Court Judge** ("Services"), and Lindgren accepts such engagement. The judicial services compensable under this Agreement, and the discretion and judgments inherent to these services, are personal and not delegable, and shall be performed exclusively by **Amy Lindgren**.

2. SCOPE OF WORK

The duties and responsibilities of Lindgren are described in Attachment A, attached hereto and incorporated herein by reference. The Scope of Work and the Expectations of Work are responsibilities of Lindgren. The Program Objectives are the responsibility of the judicial department as a whole, with Lindgren being responsible to communicate, cooperate and coordinate with the rest of Court staff to ensure that the Program Objectives of the Municipal Court are met to the maximum extent possible.

3. TERM

The term of this Agreement is indefinite and without expiration date. This Agreement shall commence once executed by both parties for an initial period of one (1) year ending **July 31, 2022**. The term of this Agreement shall automatically be extended by one (1) year each February 1st, unless written notice of termination is given during January of that year (so that on February 1st the term shall be extended through July 31st of the following calendar year). "Expiration Date" refers to July 31st in any relevant year. Provided however that nothing in this Agreement shall diminish the discretionary rights of the Mayor and City Council to end Lindgren's employment and appointment as Municipal Court Judge in accordance with the Charter of the City of St. Helens.

4. COMPENSATION

Lindgren will provide such judicial services as the Municipal Court Judge and, as such shall exercise control over all judicial functions and direct the work of the staff of the Municipal Court. Lindgren and the City recognize the importance of judicial independence. Therefore, Lindgren shall not be deemed an employee of the City who is subject to influence or control of other City officials in the exercise of judicial authority and responsibilities, and Lindgren's compensation shall be limited to the remuneration and compensation described in this Agreement. Lindgren waives and disclaims any compensation and

benefits generally provided to employees of St. Helens which are not described in this Agreement, including and not limited to reimbursement for mileage or other expenses not pre-approved by the City Administrator and reasonably incurred on the City's behalf.

- 4.1 Lindgren will be paid through the first anniversary of her judicial service \$5,000 per month for 32 hours of services performed. Additional hourly billing for jury trials and administrative tasks outside of the usual court dates will be billed at \$155 per hour. During the term of this Agreement Lindgren will submit a monthly invoice for services performed. City will make payment within thirty (30) days of the date an invoice is received from Lindgren. From and after each anniversary of Lindgren's appointment the hourly compensation rate shall be an amount determined by the City based on merit and other appropriate factors, which amount shall reflect an increase not less than the twelve month annual change in the All US CPI-W for the prior calendar year.
- 4.2 Lindgren will be entitled to reimbursement of costs incurred associated with membership in the Oregon Municipal Judge Association (OMJA) and continuing legal education for judges including but not limited to the spring and fall conferences of OMJA if attendance is approved by the City Administrator in advance. Lindgren will request authorization for such reimbursement from the City Finance Director, in writing, before the event and provide documentation of expenses related to such reimbursement after the event. Lindgren will submit estimates and participate in the City's budget planning process by submitting Court budget estimates and recommendations to the Finance Director and City Administrator.
- 4.3 If CLE or conference events fall on a judicial day or days, or if such event requires travel on a judicial day or days, Lindgren shall have discretion to modify the court docket, designate a pro-tem to sit, or make such other arrangements as Lindgren determines appropriate, and shall be excused from presiding over the court on that day or days.
- 4.4 City shall authorize one or more pro-tem judges designated by Lindgren in the event of Lindgren's conflict of interest, schedule conflicts, vacation, illness, or Lindgren's unavailability for C-COM calls or other good cause. City shall pay the pro-tem judge the same hourly rate as Lindgren for services provided unless otherwise agreed by the pro-tem designee and the City.
- 4.4 Any business and licenses required for Lindgren's services in the City of St. Helens pursuant to this Agreement will be paid by the City, including but not limited to Lindgren's annual Oregon State Bar dues and OSB PLF expenses if the parties determine that PLF coverage applies to claims made arising from the scope of work. This Agreement shall not be deemed to prevent Lindgren from engaging in the practice of law or providing services to other units of government provided that such services or representation is not in conflict with the City's interests and Lindgren's independent service as St. Helens Municipal Court Judge.

5. PAYMENT

- 5.1 The City agrees to pay Lindgren for and in consideration of the faithful performance of the Services, and Lindgren agrees to accept from the City as and for compensation for the faithful performance of the Services.

- 5.2 Lindgren shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval of the City Finance Director, the City will pay the billing in the next available AP process. The City shall notify Lindgren 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 Lindgren fails to comply with requirements of this Agreement.
- 5.4 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 Lindgren 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: Finance Director
City of St. Helens
265 Strand Street
St. Helens OR 97051

LINDGREN:

Amy Lindgren
PMB 174
6663 SW Beaverton Hillsdale Hwy
Portland, OR 97225
503-806-1436

8. STANDARD OF CARE

Lindgren shall comply with applicable standards of professional care in the performance of the Services. Lindgren 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, Lindgren 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. Lindgren agrees that it will not cancel or reduce said insurance coverage.
- 10.3 Lindgren 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 Lindgren's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for the same from moneys due Lindgren hereunder.
- 10.4 At all times during the term of this Agreement, Lindgren 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.
- 10.5 The insurance provided by Lindgren shall be primary to any coverage available to the City. The insurance policies (other than worker's compensation) shall include provisions for waiver or subrogation. Lindgren shall be responsible for any deductible amounts outlined in such policies.
- 10.6 Provider is currently exempt from the requirement to obtain Professional Liability Fund Insurance through the Oregon State Bar as an attorney solely doing work for a government agency. If Lindgren's status changes and Lindgren is no longer exempt, Lindgren shall obtain, at Lindgren's own expense, Professional Liability Fund insurance of not less than \$300,000 per claim.

11. INDEMNIFICATION

- 11.1 The City shall defend, hold harmless and indemnify Lindgren to the full extent provided by Oregon Revised Statutes related to any claim in tort, professional liability or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Lindgren's duties as Municipal Court Judge or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities as head of the Municipal Court Department or as Judge, unless the act or omission involved malfeasance in office or willful or wanton neglect of duty. Lindgren may request and the City shall not unreasonably refuse to provide defense and indemnification, and independent legal representation of Lindgren's choosing of which the City may not unreasonably withhold approval. Such legal representation, provided by City or its insurer for Lindgren, shall extend until a final determination of the legal action including any appeals brought by either party.

The City shall indemnify Lindgren against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Lindgren in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of Lindgren's duties.

- 11.2 Lindgren recognizes that the City shall have the right to compromise and settle unilaterally on terms which do not prejudice Lindgren; however, if Lindgren in her

personal capacity is a party to the suit then Lindgren shall have a veto authority over any settlement. Further, the City shall pay all reasonable litigation expenses of Lindgren throughout the pendency of any litigation to which the Lindgren is a party, witness or advisor to the City. Such expense payments shall continue beyond Lindgren's service to the City as long as litigation is pending. The City agrees to pay Lindgren reasonable consulting fees and travel expenses when Lindgren serves as a witness, advisor or consultant to the City regarding pending litigation to which the City is a party.

- 11.3 Lindgren shall defend, indemnify, and hold harmless the City, its officers, agents, and employees from any and all claims, actions, costs, judgments damages, and other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction), arising out of or incident to malfeasance, willful and wanton neglect of duty, or knowing and intentional violation of law. Lindgren shall not be responsible for any claims, actions, costs, judgments, damages, or other expenses caused by the actions of the City or City staff. The purpose of this section is to allocate risk for claims between City and Lindgren consistent with public policy as defined by the Oregon Tort Claims Act. Nothing in this Agreement is intended to waive any limitations on liability established by the Oregon Tort Claims Act.

12. NO-CAUSE TERMINATION

As a Charter officer of the City, Lindgren serves at the pleasure of the City Council. Therefore, this Agreement may be terminated effective by either party for any reason. Upon ninety (90) days' written notice of the party's intent to terminate. In the event this Agreement is terminated, Lindgren shall receive compensation only for Services actually performed up to the last day of work performed as Judge. In the event this Agreement is terminated by the City with less than ninety (90) days written notice, Lindgren shall be compensated through the end of the notice period at a rate equivalent to the average monthly compensation paid by the City during the prior twelve (12) calendar months.

13. NO THIRD-PARTY RIGHTS

This Agreement shall not create any rights in, or inure to the benefit of, any party other than the City and Lindgren.

14. MODIFICATION

Any modification of the provisions of this Agreement shall be set forth in writing, signed by the parties, and effective from the date specified in the amending document.

15. WAIVER

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

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 Lindgren 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 The parties contemplate that Lindgren will not employ others to perform services under this Agreement because she is provided support performed by City Court staff. Lindgren shall not do so without the City's written agreement and appropriate amendment to this Agreement.
- 17.4 Lindgren shall not discriminate against any City employee or applicant for City employment because of race, color, religion, sex, age, national origin, physical or mental disability, disabled veteran or veteran status, or any other protected status or activity in violation of state or federal law. Lindgren will administer the Court in compliance with City policy and applicable union collective bargaining agreements.
- 17.5 In non-judicial decisions and actions related to the management and administration of the Municipal Court and the Municipal Court Department, Lindgren will act in appropriate collaboration with and with due deference to the City Administrator and his designees as the City's chief executive, administrative and financial officers.
- 17.6 Lindgren shall comply with all requirements associated with access to and confidentiality of law enforcement data system records and categories of records protected by law which come before the Court. Lindgren shall appropriately direct Court staff with respect to such matters which come to her attention.
- 17.7 Lindgren shall perform the work required by this contract as an independent contractor. Although the City reserves the right (i) to determine (and modify) the scope of work to be performed and (ii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of Lindgren's judicial performance. Lindgren is responsible for determining the appropriate means and manner of performing the work of Judge and the manner of Court staff work under her direction and for which she is judicially responsible. Lindgren represents and warrants that Lindgren (i) is not an employee of the City, (ii) is not currently employed by the Federal Government, and (iii) meets the specific independent contractor standards of ORS 670.600.
- 17.8 Lindgren shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Lindgren under this Agreement and, unless Lindgren is subject to backup withholding, City *will not* withhold from such compensation or payments any amounts(s) to cover Lindgren's federal or state tax obligations. Lindgren is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Lindgren under this Agreement, except as a self-employed individual.

18. **CONFIDENTIALITY**

Lindgren shall maintain the confidentiality, both external and internal, of that confidential information which Lindgren receives in her capacity as Judge, to the extent appropriate. This Agreement shall not be interpreted or applied to affect the proper and public sessions of the Court or proper access to judicial proceedings and Court records not under seal.

19. PUBLICITY

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

20. ASSIGNMENT

This Agreement shall not be assigned by Lindgren without the express written consent of the City. Lindgren shall not assign Lindgren's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City. Appointment of a pro-tem judge is not an "assignment" within the meaning of this Agreement.

21. DEFAULT; TERMINATION FOR DEFAULT; MEDIATION AND ARBITRATION OF DISPUTES

- 21.1 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 possible.
- 21.2 Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Lindgren if Lindgren intentionally or repeatedly breaches material provisions of this Agreement or if Lindgren's breach of contract creates unreasonable risk of injury to any person or damage to property.
- 21.3 Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator and to arbitration. The parties shall exercise good-faith efforts to select a mediator whose compensation shall be shared equally by both parties. Mediation shall be conducted within sixty (60) miles of 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.
- 21.4 The parties agree that any and all disputes regarding the interpretation or implementation of this Agreement shall be resolved under the Employment Dispute Resolution Rules of the American Arbitration Association; provided, however, that arbitration shall be conducted before a panel of three arbitrators; one shall be selected by each party and the third shall be selected by the other two. The parties intend that the arbitration panel shall reflect expertise in employment, municipal and judicial areas of law and administration. Any arbitration shall be held in Portland, Oregon. In any arbitration to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney fees incurred. The parties further agree that arbitration under this paragraph may be enforced by a court of competent jurisdiction.
- 21.5 If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon Law through mediation and arbitration.

- 21.6 Neither City nor Lindgren shall be held responsible for delay or default caused by fire, riot, acts of God, war or other causes which was beyond, respectively, City's or Lindgren's reasonable control. Lindgren shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of obligations under this Agreement.
- 21.7 Lindgren and City agree that time is of the essence in completing the obligations of the parties under this Agreement.

22. 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.

23. INSPECTION AND AUDIT BY THE CITY

- 23.1 Lindgren shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles, and federal circulars (as applicable). Lindgren shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Lindgren's performance hereunder; provided however that Lindgren shall not be required to duplicate or maintain any records created and maintained by the Municipal Court. Lindgren acknowledges and agrees that City and its duly authorized representatives shall have access to such fiscal records and to all other books, documents, electronic files, papers, plans and writings of Lindgren that are pertinent to this Agreement for the purpose of performing examinations and audits, and making excerpts and transcripts. Lindgren further acknowledges records generated as a result of this Agreement may be subject to disclosure pursuant to the Oregon Public Records Act. The City's right to inspect and audit Lindgren's financial records pertaining to this Agreement shall extend to the term of this Agreement and within two (2) years following the termination of this Agreement.
- 23.2 This Section 23 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

24. ENTIRE AGREEMENT

This Agreement sets forth and establishes the entire understanding between the parties. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement or replace it by substitution according to the terms of the Amended 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 and constitutes the **FIRST AMENDED PERSONAL SERVICES AGREEMENT** of the parties which is intended to replace and supersede all prior versions and to be effective from and after the effective date of Lindgren's initial appointment as Judge.

25. SEVERENCE

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 constructed as if the invalid provision had never been included.

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

CITY:

CITY OF ST. HELENS

AMY LINDGREN

By: _____

Name: _____

Its: _____

Date: _____

Name: _____

Date: _____

Attested:

By: _____

CITY RECORDER

ATTACHMENT A

DUTIES AND RESPONSIBILITIES

SCOPE OF WORK

For the term of this contract and any subsequent extensions, Lindgren will provide judicial services to the City of St. Helens consisting of the following:

- Preside in court at all times court is scheduled unless excused by prior written or oral permission from the City Administrator or designee (hereinafter "City Administrator") for that particular court day.
- Make her best efforts to be available by telephone to "C-Com" within 10 minutes of their placing the call to answer questions relating to release status and order pertaining to release for individuals who are subject to arrest either because an arrest warrant is outstanding or under circumstances leading a reasonable person to believe that a contempt of court charge or a probation violation charge may be initiated by the court.
- Be generally available, subject to reasonable notice, for meeting with the City Administrator, City Finance Director, the Mayor and/or Council pertaining to the conduct of the Court's business, budget, performance evaluations, etc., as required by the City Administrator and/or City Finance Director.
- Submit all requested reports pertaining to the functioning of the Courts as required by the City Administrator, the Mayor and/or the City Council, as requested.
- Such other judicial functions as may be necessary or advisable under the circumstances.
- Lindgren shall not supervise or direct any City employee but may ask for assistance in the furtherance of the business of court.

EXPECTATIONS OF WORK

For the term of this contract and any subsequent extensions, Lindgren will work within the following expectations of her judicial services to the City of St. Helens consisting of the following:

- Work with the City Administer, Court staff, and Prosecutor to plan Court Days accordingly and ahead of schedule as much as possible encompassing an emphasis to use days as effectively and efficiently as possible.
- Work with Court Staff, Prosecutor, and Finance Director to review all Court processes and potential ideas to become more efficient and cost effective. Remain open to trying new ideas and processes with a scheduled trial period and review time during Court Staff department meetings.
- Establish and quarterly review performance measures that will include:
 1. Clearance Rates
 2. Collection of Monetary Penalties
 3. Cost Per Case

PROGRAM OBJECTIVES

- To provide fair, timely, and speedy resolution of cases involving violations, infractions, and crimes in a manner which is efficient both for the City and for the residents/citizens.
- To ensure strict compliance with judicial orders, including the payment of court-ordered fines and fees and the completion of court-ordered time obligations such as jail time, special counseling, classes, or community service.
- To ensure timely processing of all funds received, as well as the reconciliation of these accounts and forwarding of mandatory payments to the appropriate parties (including the Oregon Department of Revenue, Columbia County, City of St. Helens General Fund, and victims for whom restitution has been ordered).
- To identify and provide statistical analysis information for planning, goal setting, strategic decision-making program analysis, and resource allocation.
- Continue to review Court procedures and modify as needed to increase efficiency remaining within budget guidelines approved by Council. Continue to monitor and re-examine staff stations and other uses of current technology to increase efficiency in responding to daily duties and demands, and to increase responsiveness to the public.
- Provide an accessible, efficient and impartial forum for all participants in cases involving municipal violations and misdemeanors.
- Promote public trust in both the justice system and local government by exemplifying hard work and playing nice.
- Represent the Municipal Court and City of St. Helens in a professional manner when interacting with co-workers and the general public.

ATTACHMENT B
INSURANCE REQUIREMENTS

Item #2.

Lindgren 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 Lindgren. The policy or policies of insurance maintained by Lindgren shall provide at least the following limits and coverage:

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

Lindgren's insurance required by this Agreement 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 if required for Lindgren by law. 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 if such insurance is required by law.

Certificates of Insurance shall be forwarded to:

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

Lindgren agrees to deposit with the City, at the time the executed Agreement 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 Agreement. 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 Lindgren's liability hereunder. Lindgren shall be obligated for the total amount of any damage, injury or loss caused by malfeasance or willful and wanton neglect connected to performance of work under this Agreement.

CONTRACT PAYMENTS

City Council Meeting
July 21, 2021

Emery & Sons Construction Group, LLC

Project: N. Vernonia Rd. Sidewalk Project (PR#5-Final) \$ **27,774.45**

Due to time constraints with the Council's summer schedule, the following invoices have been paid out of the FY20-21 budget but need Council ratification:

Advanced Electrical Technologies

Project: WFF Scada Upgrade (Inv#212943) \$ **99,919.20**

Keller Associates

Project: Stormwater Master Plan (Inv#211530) \$ 9,607.99

Project: Stormwater Master Plan (Inv#211998) \$ 15,494.45

Project: Sanitary Sewer Master Plan (Inv#211531) \$ 12,141.90

Project: Sanitary Sewer Master Plan (Inv#211999) \$ 24,515.80

Total \$ **61,760.14**

Otak

Project: S. 1st & Strand Streets Road & Utility Ext. (Inv#7210267)\$ **54,691.42**



City of St. Helens
Department of Public Works – Engineering Division
265 Strand Street, St. Helens, OR 97051
Phone: 503.397.6272 Fax: 503.366.3782

CONTRACTOR:

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

APPROVED FOR PAYMENT

INIT MM DATE 7-20-21
ACCOUNTS PAYABLE
FINANCE
SUPERVISOR 7-20-2021
205-000-53019

Item #3.

Payment Request #5 - Final

PROJECT: **N. VERNONIA ROAD SIDEWALK (ST. HELENS)**

PROJECT #: R-687

DATE: 7/19/2021

DEPARTMENT: Public Works Department - Engineering Division

Original Contract Amount	\$590,149.50	Previous Contract Payments				
Total Paid in Change Orders	\$33,920.00	PR#	Previous Contractor Billing	Retainage Held	Previous Amount Paid	Invoice Date
Adjusted Contract Amount	\$624,069.50	1	\$ 123,411.00	\$ 6,170.55	\$ 117,240.45	12/28/2020
Total Earned To-Date	\$611,092.50	2	\$ 314,337.71	\$ 15,716.89	\$ 298,620.82	2/9/2021
Total Earned This Month	-\$2,926.50	3	\$ 168,479.29	\$ 8,423.96	\$ 160,055.33	4/12/2021
Less 5% Retainage This Month.....	\$0.00	4	\$ 7,791.00	\$ 389.55	\$ 7,401.45	5/3/2021
Not-to-Exceed Contract Amount	\$649,164.00					
Amount Remaining on Contract	\$12,977.01					
Percent of Project Complete	98%	Total Previous Amount Paid	\$ 583,318.05	Total Retainage Held To-Date:	\$ 30,700.95	

PAYMENT DUE (Retainage minus Materials Testing Credit)

\$27,774.45

Contract Bid Items

Item #	Description	Unit	Qty	Unit Price	Contract Price	Total Quantity Completed To-Date	Total Contract Earned To-Date	Quantity Completed This Pay Period	Total Contract Earned This Pay Period	Remaining or Over	Cost Remaining (or Over)
TEMPORARY FEATURES AND APPURTENANCES											
1	MOBILIZATION	LS	1	\$ 49,500.00	\$ 49,500.00	1.00	\$ 49,500.00		\$ -	0	\$ -
2	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	LS	1	\$ 11,000.00	\$ 11,000.00	1.00	\$ 11,000.00		\$ -	0	\$ -
3	TEMPORARY SIGNS	SF	200	\$ 16.00	\$ 3,200.00	200.00	\$ 3,200.00		\$ -	0	\$ -
4	TEMPORARY BARRICADES, TYPE III	EA	4	\$ 32.00	\$ 128.00	4.00	\$ 128.00		\$ -	0	\$ -
5	STRIPE REMOVAL	FT	30	\$ 13.00	\$ 390.00	36.00	\$ 468.00		\$ -	-6	\$ (78.00)
6	FLAGGERS	HR	750	\$ 60.00	\$ 45,000.00	772.50	\$ 46,350.00		\$ -	-22.5	\$ (1,350.00)
7	EROSION CONTROL	LS	1	\$ 7,500.00	\$ 7,500.00	1.00	\$ 7,500.00		\$ -	0	\$ -
8	CHECK DAM, TYPE 3	EA	8	\$ 50.00	\$ 400.00	8.00	\$ 400.00		\$ -	0	\$ -
9	INLET PROTECTION, TYPE 3	EA	12	\$ 80.00	\$ 960.00	13.00	\$ 1,040.00		\$ -	-1	\$ (80.00)
10	INLET PROTECTION, TYPE 10	EA	1	\$ 80.00	\$ 80.00	1.00	\$ 80.00		\$ -	0	\$ -
11	POLLUTION CONTROL PLAN	LS	1	\$ 650.00	\$ 650.00	1.00	\$ 650.00		\$ -	0	\$ -
ROADWORK											
12	CONSTRUCTION SURVEY WORK	LS	1	\$ 16,000.00	\$ 16,000.00	1.00	\$ 16,000.00		\$ -	0	\$ -
13	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$ 2,300.00	\$ 2,300.00	1.00	\$ 2,300.00		\$ -	0	\$ -
14	ASPHALT PAVEMENT SAW CUTTING	FT	200	\$ 5.00	\$ 1,000.00	935.00	\$ 4,675.00		\$ -	-735	\$ (3,675.00)
15	CLEARING AND GRUBBING	LS	1	\$ 11,500.00	\$ 11,500.00	1.00	\$ 11,500.00		\$ -	0	\$ -
16	GENERAL EXCAVATION	CY	520	\$ 42.00	\$ 21,840.00	913.49	\$ 38,366.58		\$ -	-393.49	\$ (16,526.58)
DRAINAGE AND SEWER											
17	24 INCH CULVERT PIPE, 5 FT DEPTH	FT	7	\$ 215.00	\$ 1,505.00		\$ -		\$ -	7	\$ 1,505.00
18	CONCRETE INLETS, TYPE G-2	EA	1	\$ 2,250.00	\$ 2,250.00	2.00	\$ 4,500.00		\$ -	-1	\$ (2,250.00)
19	ADJUSTING BOXES	EA	21	\$ 130.00	\$ 2,730.00	19.00	\$ 2,470.00		\$ -	2	\$ 260.00
20	MINOR ADJUSTMENT OF MANHOLES	EA	2	\$ 600.00	\$ 1,200.00	2.00	\$ 1,200.00		\$ -	0	\$ -
STRUCTURES											
21	SIDEWALK COPING	FT	212	\$ 50.00	\$ 10,600.00	201.00	\$ 10,050.00		\$ -	11	\$ 550.00
22	WALL # 1	SF	400	\$ 44.00	\$ 17,600.00	342.00	\$ 15,048.00		\$ -	58	\$ 2,552.00
23	WALL # 2	SF	400	\$ 44.00	\$ 17,600.00	335.00	\$ 14,740.00		\$ -	65	\$ 2,860.00

Contract Bid Items

Item #	Description	Unit	Qty	Unit Price	Contract Price	Total Quantity Completed To-Date	Total Contract Earned To-Date	Quantity Completed This Pay Period	Total Contract Earned This Pay Period	Quantity Remaining or Over	Cost Remaining (or Over)
24	WALL # 3	SF	350	\$ 49.00	\$ 17,150.00	235.00	\$ 11,515.00		\$ -	115	\$ 5,635.00
BASES											
25	AGGREGATE BASE	TN	1500	\$ 38.50	\$ 57,750.00	1,415.19	\$ 54,484.82		\$ -	84.81	\$ 3,265.19
WEARING SURFACES											
26	COMMERCIAL ASPHALT CONCRETE PAVEMENT	TN	50	\$ 240.00	\$ 12,000.00	64.00	\$ 15,360.00		\$ -	-14	\$ (3,360.00)
27	18 INCH ASPHALT CONCRETE PAVEMENT REPAIR	SF	43	\$ 24.50	\$ 1,053.50	43.00	\$ 1,053.50		\$ -	0	\$ -
28	EXTRA FOR ASPHALT APPROACHES	EA	2	\$ 550.00	\$ 1,100.00	2.00	\$ 1,100.00		\$ -	0	\$ -
29	CONCRETE CURBS, CURB AND GUTTER	FT	200	\$ 53.50	\$ 10,700.00	152.00	\$ 8,132.00		\$ -	48	\$ 2,568.00
30	CONCRETE CURBS, STANDARD CURB	FT	80	\$ 35.00	\$ 2,800.00		\$ -		\$ -	80	\$ 2,800.00
31	CONCRETE DRIVEWAYS	SF	900	\$ 12.25	\$ 11,025.00	1,290.00	\$ 15,802.50		\$ -	-390	\$ (4,777.50)
32	CONCRETE WALKS	SF	18200	\$ 7.40	\$ 134,680.00	16,044.00	\$ 118,725.60		\$ -	2156	\$ 15,954.40
33	EXTRA FOR CURB RAMPS	EA	22	\$ 700.00	\$ 15,400.00	18.00	\$ 12,600.00		\$ -	4	\$ 2,800.00
34	TRUNCATED DOMES ON NEW SURFACES	SF	264	\$ 35.00	\$ 9,240.00	216.00	\$ 7,560.00		\$ -	48	\$ 1,680.00
PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES											
35	PAVEMENT BAR, TYPE B-HS	SF	48	\$ 13.00	\$ 624.00	81.00	\$ 1,053.00		\$ -	-33	\$ (429.00)
36	RECTANGULAR RAPID FLASHING BEACON	LS	1	\$ 19,300.00	\$ 19,300.00	1.00	\$ 19,300.00		\$ -	0	\$ -
37	SPEED DISPLAY SIGN ASSEMBLY	EA	2	\$ 13,200.00	\$ 26,400.00	2.00	\$ 26,400.00		\$ -	0	\$ -
RIGHT OF WAY DEVELOPMENT AND CONTROL											
38	PERMANENT SEEDING	AC	0.1	\$ 13,500.00	\$ 1,350.00	0.10	\$ 1,350.00		\$ -	0	\$ -
39	SOIL CONDITIONER	CY	25	\$ 53.00	\$ 1,325.00	25.00	\$ 1,325.00		\$ -	0	\$ -
40	DECIDUOUS TREES, 2.5 INCH CALIPER	EA	26	\$ 725.00	\$ 18,850.00	26.00	\$ 18,850.00		\$ -	0	\$ -
41	WOOD CHIP MULCH	CY	26	\$ 53.00	\$ 1,378.00	8.00	\$ 424.00		\$ -	18	\$ 954.00
42	COMPOST MULCH	CY	8	\$ 53.00	\$ 424.00	26.00	\$ 1,378.00		\$ -	-18	\$ (954.00)
43	BOULDERS	EA	10	\$ 275.00	\$ 2,750.00	10.00	\$ 2,750.00		\$ -	0	\$ -
44	ROOT BARRIER	FT	840	\$ 10.00	\$ 8,400.00	840.00	\$ 8,400.00		\$ -	0.00	\$ -
45	CL-4R CHAIN LINK FENCE	FT	212	\$ 28.50	\$ 6,042.00	220.00	\$ 6,270.00		\$ -	-8	\$ (228.00)
46	SINGLE MAILBOX SUPPORTS	EA	4	\$ 275.00	\$ 1,100.00	4.00	\$ 1,100.00		\$ -	0	\$ -
47	MULTIPLE MAILBOX SUPPORTS	EA	5	\$ 450.00	\$ 2,250.00	8.00	\$ 3,600.00		\$ -	-3	\$ (1,350.00)
48	MAILBOX CONCRETE COLLARS	EA	5	\$ 50.00	\$ 250.00	8.00	\$ 400.00		\$ -	-3	\$ (150.00)
WATER SUPPLY SYSTEMS											
49	RELOCATE 1-INCH WATER METER ASSEMBLY	EA	1	\$ 1,875.00	\$ 1,875.00		\$ -		\$ -	1	\$ 1,875.00
					Totals:	\$ 590,149.50	\$ 580,099.00		\$ -		\$ 10,050.51

Contract Change Orders

Item #	Description	Unit	Qty	Unit Price	Contract Price	Total Quantity Completed To-Date	Total Contract Earned To-Date	Quantity Completed This Pay Period	Total Contract Earned This Pay Period	Quantity Remaining or Over	Cost Remaining (or Over)
C1-1	Install 18" Dia N12 Storm Drain Pipe, 0' to 5' Depth	LF	150	\$ 128.00	\$ 19,200.00	190.00	\$ 24,320.00		\$ -	-40.00	\$ (5,120.00)
C1-2	Install 6" Dia DI Storm Drain Pipe, 0' to 5' Depth	LF	40	\$ 240.00	\$ 9,600.00	40.00	\$ 9,600.00		\$ -	0.00	\$ -
C1-3	Rock Excavation	CY	0	\$ 250.00	\$ -		\$ -		\$ -	0.00	\$ -
CTC	Concrete Testing Credit for 3 Conc. Pours which Contractor did not testing on.	LS	1	-\$2,926.50	\$ (2,926.50)	0.00	\$ -	1.00	\$ (2,926.50)	0.00	\$ -
Totals:					\$ 25,873.50		\$ 33,920.00		\$ (2,926.50)		\$ (5,120.00)

Contractor's Application for Payment No.

5


To (Owner):	City of St Helens	Application Period:	Final	Application Date:	15-Jul-2021
		From (Contractor):	Emery & Sons Construction Group	Via (Engineer):	
Project:	N. Vernonia Rd Sidewalk	Contract:			
Owner's Contract No.:	R-687	Contractor's Project No.:	74435	Engineer's Project No.:	

APPLICATION FOR PAYMENT

Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
C1-1	\$19,200.00	
C1-2	\$9,600.00	
Concrete Testing Credit	-\$2,926.50	
Totals	\$25,873.50	\$0.00
Net Changes by Change Orders	\$25,873.50	

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 7/15/2021

1. ORIGINAL CONTRACT PRICE \$ 590,149.50

2. Net change by Change Orders \$25,873.50

3. CURRENT CONTRACT PRICE (Line 1 ± 2) \$ 616,023.00

4. TOTAL COMPLETED AND STORED TO DATE
(From Paymaster Spreadsheet) \$ 611,092.50

5. RETAINAGE:

a. Retainage Bond Submitted - NA N/A

b. 0% x \$0.00 - Stored Material N/A

c. Total Retainage (5%) \$ 30,554.62

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ 611,092.50

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) (From Paymaster Spreadsheet) \$ 583,318.05

8. AMOUNT DUE THIS APPLICATION \$ 27,774.45

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(From Paymaster Spreadsheet + Line 5 above) \$ 35,485.13

Payment of: \$27,774.45
(Line 8 or other - attach explanation of other amount)

is recommended by: _____
(Project Manager) (Date)

Payment of: \$ 27,774.45
(Line 8 or other - attach explanation of other amount)

is approved by: _____
(Owner) (Date)

Work Order

No: R-687

Estimate No:

5

Name: N. Vernonia Rd Sidewalk

Pay Period

Final

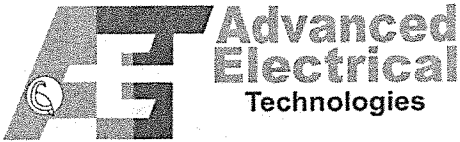
Emery & Sons Construction Group		PROPOSED BID FROM CONTRACTOR FOR WORK TO BE COMPLETED					PREVIOUS WORK COMPLETED BY CONTRACTOR		WORK COMPLETED THIS MONTH BY CONTRACTOR		TOTAL WORK COMPLETED AND STORED BY CONTRACTOR		
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	\$ TOTAL	CO TOTAL	UNITS COMPLETE	\$ COMPLETE	UNITS COMPLETE	Net Paid to Contractor This Month	UNITS COMPLETE	\$ TOTAL COMPLETE	Percent Complete
1	MOBILIZATION	1	LS	\$ 49,500.00	\$ 49,500.00		1.00	\$ 49,500.00		\$ -	1.00	\$ 49,500.00	100.00%
2	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1	LS	\$ 11,000.00	\$ 11,000.00		1.00	\$ 11,000.00		\$ -	1.00	\$ 11,000.00	100.00%
3	TEMPORARY SIGNS	200	SF	\$ 16.00	\$ 3,200.00		200.00	\$ 3,200.00		\$ -	200.00	\$ 3,200.00	100.00%
4	TEMPORARY BARRICADES, TYPE III	4	EA	\$ 32.00	\$ 128.00		4.00	\$ 128.00		\$ -	4.00	\$ 128.00	100.00%
5	STRIPE REMOVAL	30	FT	\$ 13.00	\$ 390.00		36.00	\$ 468.00		\$ -	36.00	\$ 468.00	120.00%
6	FLAGGERS	750	HR	\$ 60.00	\$ 45,000.00		772.50	\$ 46,350.00		\$ -	772.50	\$ 46,350.00	103.00%
7	EROSION CONTROL	1	LS	\$ 7,500.00	\$ 7,500.00		1.00	\$ 7,500.00		\$ -	1.00	\$ 7,500.00	100.00%
8	CHECK DAM, TYPE 3	8	EA	\$ 50.00	\$ 400.00		8.00	\$ 400.00		\$ -	8.00	\$ 400.00	100.00%
9	INLET PROTECTION, TYPE 3	12	EA	\$ 80.00	\$ 960.00		13.00	\$ 1,040.00		\$ -	13.00	\$ 1,040.00	108.33%
10	INLET PROTECTION, TYPE 10	1	EA	\$ 80.00	\$ 80.00		1.00	\$ 80.00		\$ -	1.00	\$ 80.00	100.00%
11	POLLUTION CONTROL PLAN	1	LS	\$ 650.00	\$ 650.00		1.00	\$ 650.00		\$ -	1.00	\$ 650.00	100.00%
12	CONSTRUCTION SURVEY WORK	1	LS	\$ 16,000.00	\$ 16,000.00		1.00	\$ 16,000.00		\$ -	1.00	\$ 16,000.00	100.00%
13	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	\$ 2,300.00	\$ 2,300.00		1.00	\$ 2,300.00		\$ -	1.00	\$ 2,300.00	100.00%
14	ASPHALT PAVEMENT SAW CUTTING	200	FT	\$ 5.00	\$ 1,000.00		935.00	\$ 4,675.00		\$ -	935.00	\$ 4,675.00	467.50%
15	CLEARING AND GRUBBING	1	LS	\$ 11,500.00	\$ 11,500.00		1.00	\$ 11,500.00		\$ -	1.00	\$ 11,500.00	100.00%
16	GENERAL EXCAVATION	520	CY	\$ 42.00	\$ 21,840.00		913.49	\$ 38,366.58		\$ -	913.49	\$ 38,366.58	175.67%
17	24 INCH CULVER PIPE, 5FT DEPTH	7	FT	\$ 215.00	\$ 1,505.00			\$ -		\$ -	0.00	\$ -	0.00%
18	CONCRETE INLETS, TYPE G-2	1	EA	\$ 2,250.00	\$ 2,250.00		2.00	\$ 4,500.00		\$ -	2.00	\$ 4,500.00	200.00%
19	ADJUSTING BOXES	21	EA	\$ 130.00	\$ 2,730.00		19.00	\$ 2,470.00		\$ -	19.00	\$ 2,470.00	90.48%
20	MINOR ADJUSTMENT OF MANHOLES	2	EA	\$ 600.00	\$ 1,200.00		2.00	\$ 1,200.00		\$ -	2.00	\$ 1,200.00	100.00%
21	SIDEWALK COPING	212	FT	\$ 50.00	\$ 10,600.00		201.00	\$ 10,050.00		\$ -	201.00	\$ 10,050.00	94.81%
22	Wall #1	400	SF	\$ 44.00	\$ 17,600.00		342.00	\$ 15,048.00		\$ -	342.00	\$ 15,048.00	85.50%
23	Wall #2	400	SF	\$ 44.00	\$ 17,600.00		335.00	\$ 14,740.00		\$ -	335.00	\$ 14,740.00	83.75%
24	Wall #3	350	SF	\$ 49.00	\$ 17,150.00		235.00	\$ 11,515.00		\$ -	235.00	\$ 11,515.00	67.14%
25	AGGREGATE BASE	1500	TN	\$ 38.50	\$ 57,750.00		1415.19	\$ 54,484.82		\$ -	1415.19	\$ 54,484.82	94.35%
26	COMMERCIAL ASPHALT CONCRETE PAVEMENT	50	TN	\$ 240.00	\$ 12,000.00		64.00	\$ 15,360.00		\$ -	64.00	\$ 15,360.00	128.00%
27	18 INCH ASPHALT CONCRETE PAVEMENT REPAIR	43	SF	\$ 24.50	\$ 1,053.50		43.00	\$ 1,053.50		\$ -	43.00	\$ 1,053.50	100.00%
28	EXTRA FOR ASPHALT APPROACHES	2	EA	\$ 550.00	\$ 1,100.00		2.00	\$ 1,100.00		\$ -	2.00	\$ 1,100.00	100.00%
29	CONCRETE CURBS, CURB AND GUTTER	200	FT	\$ 53.50	\$ 10,700.00		152.00	\$ 8,132.00		\$ -	152.00	\$ 8,132.00	76.00%
30	CONCRETE CURBS, STANDARD CURB	80	FT	\$ 35.00	\$ 2,800.00			\$ -		\$ -	0.00	\$ -	0.00%
31	CONCRETE DRIVEWAYS	900	SF	\$ 12.25	\$ 11,025.00		1290.00	\$ 15,802.50		\$ -	1290.00	\$ 15,802.50	143.33%
32	CONCRETE WALKS	18200	SF	\$ 7.40	\$ 134,680.00		16044.00	\$ 118,725.60		\$ -	16044.00	\$ 118,725.60	88.15%
33	EXTRA FOR CURB RAMPS	22	EA	\$ 700.00	\$ 15,400.00		18.00	\$ 12,600.00		\$ -	18.00	\$ 12,600.00	81.82%
34	TRUNCATED DOMES ON NEW SURFACES	264	SF	\$ 35.00	\$ 9,240.00		216.00	\$ 7,560.00		\$ -	216.00	\$ 7,560.00	81.82%
35	PAVEMENT BAR, TYPE B-HS	48	SF	\$ 13.00	\$ 624.00		81.00	\$ 1,053.00		\$ -	81.00	\$ 1,053.00	168.75%
36	RECTANGULAR RAPID FLASHING BEACON	1	LS	\$ 19,300.00	\$ 19,300.00		1.00	\$ 19,300.00		\$ -	1.00	\$ 19,300.00	100.00%
37	SPEED DISPLAY SIGN ASSEMBLY	2	EA	\$ 13,200.00	\$ 26,400.00		2.00	\$ 26,400.00		\$ -	2.00	\$ 26,400.00	100.00%
38	PERMANENT SEEDING	0.1	AC	\$ 13,500.00	\$ 1,350.00		0.10	\$ 1,350.00		\$ -	0.10	\$ 1,350.00	100.00%
39	SOIL CONDITIONER	25	CY	\$ 53.00	\$ 1,325.00		25.00	\$ 1,325.00		\$ -	25.00	\$ 1,325.00	100.00%
40	DECIDUOUS TREES, 2.5 INCH CALIPER	26	EA	\$ 725.00	\$ 18,850.00		26.00	\$ 18,850.00		\$ -	26.00	\$ 18,850.00	100.00%
41	WOOD CHIP MULCH	26	CY	\$ 53.00	\$ 1,378.00		8.00	\$ 424.00		\$ -	8.00	\$ 424.00	30.77%
42	COMPOST MULCH	8	CY	\$ 53.00	\$ 424.00		26.00	\$ 1,378.00		\$ -	26.00	\$ 1,378.00	325.00%
43	BOULDERS	10	EA	\$ 275.00	\$ 2,750.00		10.00	\$ 2,750.00		\$ -	10.00	\$ 2,750.00	100.00%
44	ROOT BARRIER	840	FT	\$ 10.00	\$ 8,400.00		840.00	\$ 8,400.00		\$ -	840.00	\$ 8,400.00	100.00%

Work Order
No: **R-687**
Name: **N. Vernonia Rd Sidewalk**

Estimate No: 5

Pay Period Final

Emery & Sons Construction Group		PROPOSED BID FROM CONTRACTOR FOR WORK TO BE COMPLETED					PREVIOUS WORK COMPLETED BY CONTRACTOR		WORK COMPLETED THIS MONTH BY CONTRACTOR		TOTAL WORK COMPLETED AND STORED BY CONTRACTOR		
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	\$ TOTAL	CO TOTAL	UNITS COMPLETE	\$ COMPLETE	UNITS COMPLETE	Net Paid to Contractor This Month	UNITS COMPLETE	\$ TOTAL COMPLETE	Percent Complete
45	CL-4R CHAIN LINK FENCE	212	FT	\$ 28.50	\$ 6,042.00		220.00	\$ 6,270.00		\$ -	220.00	\$ 6,270.00	103.77%
46	SINGLE MAILBOX SUPPORTS	4	EA	\$ 275.00	\$ 1,100.00		4.00	\$ 1,100.00		\$ -	4.00	\$ 1,100.00	100.00%
47	MULTIPLE MAILBOX SUPPORTS	5	EA	\$ 450.00	\$ 2,250.00		8.00	\$ 3,600.00		\$ -	8.00	\$ 3,600.00	160.00%
48	MAILBOX CONCRETE COLLARS	5	EA	\$ 50.00	\$ 250.00		8.00	\$ 400.00		\$ -	8.00	\$ 400.00	160.00%
49	RELOCATE 1-INCH WATER METER ASSEMBLY	1	EA	\$ 1,875.00	\$ 1,875.00			\$ -		\$ -	0.00	\$ -	0.00%
	Change Orders												
C1-1	INSTALL 18" DIAMETER N12 STORM DRAIN PIPE, 0' TO 5' DEPTH	150	LF	\$ 128.00		\$ 19,200.00	190.00	\$ 24,320.00		\$ -	190.00	\$ 24,320.00	126.67%
C1-2	INSTALL 6" DIAMETER DI STORM DRAIN PIPE, 0' TO 5' DEPTH	40	LF	\$ 240.00		\$ 9,600.00	40.00	\$ 9,600.00		\$ -	40.00	\$ 9,600.00	100.00%
CREDIT	Concrete Testing Credit	-6	EA	\$ 487.75		\$ (2,926.50)		\$ -	-6.00	\$ (2,926.50)	-6.00	\$ (2,926.50)	100.00%
TOTALS					\$ 590,149.50	\$ 25,873.50		\$ 614,019.00		\$ (2,926.50)		\$ 611,092.50	
	Reference Inspector Ticket # 487865												
								PREVIOUS PAYMENTS (less Retainage)					
	TOTAL AMOUNT COMPLETE TO DATE	\$ 611,092.50						AMOUNT	Comments				
	LESS PREVIOUS PAYMENT	\$ 583,318.05					Payment 1	\$ 117,240.45	Comments				
	Outstanding Retainage	\$30,554.62					Payment 2	\$ 298,620.82	Comments				
	DUE THIS ESTIMATE	\$ 27,774.45					Payment 3	\$ 160,055.33	Comments				
	PERCENT OF PROJECT COMPLETE	99.20%					Payment 4	\$ 7,401.45	Comments				



A Division of Pacific Northern Environmental LLC
 1121 Columbia Blvd. Longview, Wa 98632
 Main 360-423-2245 / Fax 360-423-2272 / Toll Free 800-533-2867
 www.pneco.com

Invoice 212943

Bill to: City of St. Helens 265 Strand St jenniferj@ci.st-helens.or.us St. Helens, OR 97051	Job: 4521054PW St. Helens-H2o SCADA UP 1215 Forth Street guydavis@ci.st-helens.or.us Columbia City, OR 97018 <i>W-471</i>
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Invoice #: 212943 Date: 06/25/21 Payment Terms: Net 30 Customer Code: SAI02	Contract Number: Guy Davis Salesperson:
--	--

Remarks: Progress Billing No.1

Quantity	Description	U/M	Unit Price	Extension
0.680	Water Filtration SCADA Upgrade		146,940.00	99,919.20
Subtotal:				99,919.20
Total:				99,919.20

Progress Billing No.1

68% of job complete

PLEASE PAY FROM
 ACCOUNT # _____
 SIGNATURE _____ DATE _____

APPROVED FOR PAYMENT

INIT _____ DATE _____
 ACCOUNTS PAYABLE _____
 FINANCE *7/20/21*
 SUPERVISOR *7-21-2021*

601-000-53001

FY
20/21



Item #3.

245 Commercial St SE, Suite 210
Salem, OR 97301

(503) 364-2002

July 6, 2021

City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

Transmitting Invoice No. 211530 – St Helens - Stormwater Master Plan

P-511

City of St Helens:

Please find attached invoice in the amount of \$9,607.99 for project number 220060-001. During the month of May, Keller Associates completed the following engineering services:

- Project management
- Meetings and correspondence
- TAC #2 meeting, minutes, and agenda
- Amendment 1 for Mercury TMDL
- Draft report sections
- Report reviews, redlines and revisions
- Figures review

If you have any questions, please do not hesitate to contact me at 503.364.2002.

Sincerely,

KELLER ASSOCIATES, INC.

Peter Olsen

Peter Olsen, P.E.
Project Manager

FY 20/21

APPROVED FOR PAYMENT
INIT MZ ACCOUNTS PAYABLE 7-26-21
DATE 7-23-2021
FINANCE
SUPERVISOR

304-000-52019



City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

June 17, 2021

Project No: 220060-001

Invoice No: 0211530

Project 220060-001 St Helens - Stormwater Master Plan

Project Manager: *[Signature]*Professional Services from May 1, 2021 to May 31, 2021

Task 001 Project Management & Meetings**Fee**

Total Fee 23,715.00

Percent Complete

60.00

Total Earned

14,229.00

Previous Fee Billing

10,908.90

Current Fee Billing

3,320.10

Total Fee**3,320.10****Total this Task****\$3,320.10**

Task 002 Data Acquisition & Surveying

Task 2A: Data Acquisition / Review

Fee

Total Fee 32,448.00

Percent Complete

100.00

Total Earned

32,448.00

Previous Fee Billing

32,448.00

Current Fee Billing

0.00

Total Fee**0.00****Total this Task****0.00**

Task 2B: Survey / Field Work

Billing Limits

Total Billings

Current**Prior****To-Date**

Limit

0.00

10,000.00

10,000.00

10,000.00

Total this Task**0.00****Total this Task****0.00**

Task 003 Technical Analysis

Fee

Total Fee	48,047.00		
Percent Complete	87.00	Total Earned	41,800.89
		Previous Fee Billing	38,918.07
		Current Fee Billing	2,882.82
		Total Fee	2,882.82
		Total this Task	\$2,882.82

Task 004 Engineering Standards and Comprehensive

Fee

Total Fee	5,110.00		
Percent Complete	56.00	Total Earned	2,861.60
		Previous Fee Billing	1,533.00
		Current Fee Billing	1,328.60
		Total Fee	1,328.60
		Total this Task	\$1,328.60

Task 005 Staffing Level Analysis

Fee

Total Fee	3,745.00		
Percent Complete	22.00	Total Earned	823.90
		Previous Fee Billing	823.90
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Task 006 Capital Improvement Plan

Fee

Total Fee	18,877.00		
Percent Complete	11.00	Total Earned	2,076.47
		Previous Fee Billing	0.00
		Current Fee Billing	2,076.47
		Total Fee	2,076.47
		Total this Task	\$2,076.47

Task 007 Final Plan Documentation and Public Meetings

Fee

Total Fee	13,137.00		
Percent Complete	0.00	Total Earned	0.00
		Previous Fee Billing	0.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Total this Invoice \$9,607.99

Outstanding Invoices

Number	Date	Balance
0211357	5/25/2021	6,094.38
		6,094.38

Billings to Date

	Current	Prior	Total
Fee	9,607.99	84,631.87	94,239.86
Consultant	0.00	10,000.00	10,000.00
Totals	9,607.99	94,631.87	104,239.86



July 23, 2021

City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051**Transmitting Invoice No. 211998 – St Helens - Stormwater Master Plan** *P-511*


City of St Helens:

Please find attached invoice in the amount of \$15,494.45 for project number 220060-001. During the month of June, Keller Associates completed the following engineering services:

- Project management
- Meetings and correspondence
- Section 2 city comments revisions, regulatory discussion
- Alternatives evaluation
- Future system evaluation
- Geotech coordination on seismic
- Review/comment on standards
- Cost estimating
- Update/draft report sections

If you have any questions, please do not hesitate to contact me at 503.364.2002.

Sincerely,

KELLER ASSOCIATES, INC.
Peter Olsen, P.E.
Project Manager

FY 20/21

APPROVED FOR PAYMENT

INIT	DATE
<i>ME</i>	<i>7-26-2021</i>
<i>GR</i>	<i>7-23-2021</i>

ACCOUNTS PAYABLE
FINANCE
SUPERVISOR

304-000-52019



City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

July 19, 2021

Project No: 220060-001

Invoice No: 0211998

Project 220060-001 St Helens - Stormwater Master Plan

Project Manager: *[Signature]*

Professional Services from June 1, 2021 to June 30, 2021

Task	001	Project Management & Meetings		
Fee				
Total Fee		23,715.00		
Percent Complete	62.00	Total Earned	14,703.30	
		Previous Fee Billing	14,229.00	
		Current Fee Billing	474.30	
		Total Fee		474.30
		Total this Task		\$474.30

Task	002	Data Acquisition & Surveying		
Task 2A: Data Acquisition / Review				
Fee				
Total Fee		32,448.00		
Percent Complete	100.00	Total Earned	32,448.00	
		Previous Fee Billing	32,448.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00

Task 2B: Survey / Field Work

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	10,000.00	10,000.00	
Limit			10,000.00	
		Total this Task		0.00
		Total this Task		0.00

Task	003	Technical Analysis		
Fee				
Total Fee		48,047.00		
Percent Complete	100.00	Total Earned	48,047.00	
		Previous Fee Billing	41,800.89	
		Current Fee Billing	6,246.11	
		Total Fee		6,246.11
		Total this Task		\$6,246.11

Project	220060-001	St Helens - Stormwater Master Plan	Invoice	0211998
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Task	004	Engineering Standards and Comprehensive
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Fee

Total Fee	5,110.00		
Percent Complete	100.00	Total Earned	5,110.00
		Previous Fee Billing	2,861.60
		Current Fee Billing	2,248.40
		Total Fee	2,248.40
		Total this Task	\$2,248.40

Task	005	Staffing Level Analysis
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Fee

Total Fee	3,745.00		
Percent Complete	22.00	Total Earned	823.90
		Previous Fee Billing	823.90
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Task	006	Capital Improvement Plan
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Fee

Total Fee	18,877.00		
Percent Complete	43.00	Total Earned	8,117.11
		Previous Fee Billing	2,076.47
		Current Fee Billing	6,040.64
		Total Fee	6,040.64
		Total this Task	\$6,040.64

Task	007	Final Plan Documentation and Public Meetings
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Fee

Total Fee	13,137.00		
Percent Complete	0.00	Total Earned	0.00
		Previous Fee Billing	0.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Task	008	TMDL Implementation Plan
------	-----	--------------------------

Fee

Total Fee	9,700.00		
Percent Complete	5.00	Total Earned	485.00
		Previous Fee Billing	0.00
		Current Fee Billing	485.00
		Total Fee	485.00
		Total this Task	\$485.00

Total this Invoice	\$15,494.45
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Project	220060-001	St Helens - Stormwater Master Plan	Invoice	0211998
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Outstanding Invoices

Number	Date	Balance
0211530	6/17/2021	9,607.99
		9,607.99

Billings to Date

	Current	Prior	Total
Fee	15,494.45	94,239.86	109,734.31
Consultant	0.00	10,000.00	10,000.00
Totals	15,494.45	104,239.86	119,734.31



July 6, 2021

City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051**Transmitting Invoice No. 211531 – St Helens – Sanitary Sewer Master Plan**

P-511

City of St Helens:

Please find attached invoice in the amount of \$12,141.90 for project number 220060-002. During the month of May, Keller Associates completed the following engineering services:

- Project management
- Meetings and correspondence
- TAC #2 meeting, minutes, and agenda
- Future growth analysis
- Model calibration
- Draft report, reviews, redlines and revisions
- System evaluation
- Figures updates
- I/I write up
- Review and implement City staff review comments

If you have any questions, please do not hesitate to contact me at 503.364.2002.

Sincerely,

KELLER ASSOCIATES, INC.Peter Olsen, PE
Project ManagerFY 20/21
APPROVED FOR PAYMENT

INIT

DATE

ME

ACCOUNTS PAYABLE

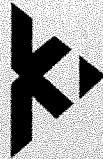
FINANCE

SUPERVISOR

7-26-21

7-23-21

303-000-52019



City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

June 17, 2021

Project No: 220060-002

Invoice No: 0211531

Project 220060-002 St Helens - Sanitary Sewer Master Plan

Project Manager: *[Signature]*

Professional Services from May 1, 2021 to May 31, 2021

Task 001 Project Management & Meetings

Fee

Total Fee 23,715.00

Percent Complete

60.00 Total Earned 14,229.00

Previous Fee Billing 10,908.90

Current Fee Billing 3,320.10

Total Fee 3,320.10

Total this Task \$3,320.10

Task 002 Data / Survey

Task 2A: Data Gathering / Review / I&I Evaluation

Fee

Total Fee 47,483.00

Percent Complete

94.00 Total Earned 44,634.02

Previous Fee Billing 44,634.02

Current Fee Billing 0.00

Total Fee 0.00

Total this Task 0.00

Task 2B: Survey / Field Work

Billing Limits

Total Billings 0.00

Limit

Prior To-Date

5,000.00 5,000.00

5,000.00

Total this Task 0.00

Total this Task 0.00

Task	003	Technical Analysis			
Fee					
Total Fee		46,852.00			
Percent Complete		75.00	Total Earned	35,139.00	
			Previous Fee Billing	29,985.28	
			Current Fee Billing	5,153.72	
			Total Fee		5,153.72
			Total this Task		\$5,153.72

Task	004	Engineering Standards and Comprehensive Plan			
Fee					
Total Fee		5,110.00			
Percent Complete		56.00	Total Earned	2,861.60	
			Previous Fee Billing	1,533.00	
			Current Fee Billing	1,328.60	
			Total Fee		1,328.60
			Total this Task		\$1,328.60

Task	005	Staffing Level Analysis			
Fee					
Total Fee		3,745.00			
Percent Complete		22.00	Total Earned	823.90	
			Previous Fee Billing	823.90	
			Current Fee Billing	0.00	
			Total Fee		0.00
			Total this Task		0.00

Task	006	Capital Improvement Plan			
Fee					
Total Fee		21,268.00			
Percent Complete		11.00	Total Earned	2,339.48	
			Previous Fee Billing	0.00	
			Current Fee Billing	2,339.48	
			Total Fee		2,339.48
			Total this Task		\$2,339.48

Task	007	Final Plan Documentation and Public Meetings			
Fee					
Total Fee		13,138.00			
Percent Complete		0.00	Total Earned	0.00	
			Previous Fee Billing	0.00	
			Current Fee Billing	0.00	
			Total Fee		0.00
			Total this Task		0.00

Total this Invoice	<u>\$12,141.90</u>
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Outstanding Invoices

Number	Date	Balance
0211358	5/25/2021	7,423.94
		7,423.94

Billings to Date

	Current	Prior	Total
Fee	12,141.90	87,885.10	100,027.00
Consultant	0.00	5,000.00	5,000.00
Totals	12,141.90	92,885.10	105,027.00



Item #3.

245 Commercial St SE, Suite 210
Salem, OR 97301

(503) 364-2002

July 23, 2021

City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

Transmitting Invoice No. 211999 – St Helens – Sanitary Sewer Master Plan **P-511**

City of St Helens:

Please find attached invoice in the amount of \$24,515.80 for project number 220060-002. During the month of June, Keller Associates completed the following engineering services:

- Project management
- Meetings and correspondence
- Review and implement City staff review comments
- Model updates/revision and QA/QC
- Pump station
- Alternatives evaluation
- Sump pump evaluation
- Geotechnical coordination for seismic
- Review/comment on standards
- Cost estimating
- Update/draft report sections

If you have any questions, please do not hesitate to contact me at 503.364.2002.

Sincerely,

KELLER ASSOCIATES, INC.

Peter Olsen, PE
Project Manager

FY 20/21

APPROVED FOR PAYMENT

INIT

DATE

MZ
gm

ACCOUNTS PAYABLE

FINANCE

SUPERVISOR

7-26-21
7-23-2021

303-000-52019



Item #3.

245 Commercial St SE, Suite 210
Salem, OR 97301

(503) 364-2002

City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

July 19, 2021

Project No: 220060-002

Invoice No: 0211999

Project 220060-002 St Helens - Sanitary Sewer Master Plan

Project Manager: *[Signature]*

Professional Services from June 1, 2021 to June 30, 2021

Task	001	Project Management & Meetings		
Fee				
Total Fee		23,715.00		
Percent Complete		62.00	Total Earned	14,703.30
			Previous Fee Billing	14,229.00
			Current Fee Billing	474.30
			Total Fee	474.30
			Total this Task	\$474.30

Task	002	Data / Survey		
Task 2A: Data Gathering / Review / I&I Evaluation				
Fee				
Total Fee		47,483.00		
Percent Complete		100.00	Total Earned	47,483.00
			Previous Fee Billing	44,634.02
			Current Fee Billing	2,848.98
			Total Fee	2,848.98
			Total this Task	\$2,848.98

Task 2B: Survey / Field Work

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	5,000.00	5,000.00	
Limit			5,000.00	
			Total this Task	0.00
			Total this Task	\$2,848.98

Task	003	Technical Analysis		
Fee				
Total Fee		46,852.00		
Percent Complete		100.00	Total Earned	46,852.00
			Previous Fee Billing	35,139.00
			Current Fee Billing	11,713.00
			Total Fee	11,713.00
			Total this Task	\$11,713.00

Project	220060-002	St Helens - Sanitary Sewer Master Plan	Invoice	0211999
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Task	004	Engineering Standards and Comprehensive Plan
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Fee

Total Fee	5,110.00		
Percent Complete	100.00	Total Earned	5,110.00
		Previous Fee Billing	2,861.60
		Current Fee Billing	2,248.40
		Total Fee	2,248.40
		Total this Task	\$2,248.40

Task	005	Staffing Level Analysis
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Fee

Total Fee	3,745.00		
Percent Complete	22.00	Total Earned	823.90
		Previous Fee Billing	823.90
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Task	006	Capital Improvement Plan
------	-----	--------------------------

Fee

Total Fee	21,268.00		
Percent Complete	45.00	Total Earned	9,570.60
		Previous Fee Billing	2,339.48
		Current Fee Billing	7,231.12
		Total Fee	7,231.12
		Total this Task	\$7,231.12

Task	007	Final Plan Documentation and Public Meetings
------	-----	--

Fee

Total Fee	13,138.00		
Percent Complete	0.00	Total Earned	0.00
		Previous Fee Billing	0.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Total this Invoice	<u>\$24,515.80</u>
---------------------------	---------------------------

Outstanding Invoices

Number	Date	Balance
0211531	6/17/2021	12,141.90
		12,141.90

Billings to Date

	Current	Prior	Total
Fee	24,515.80	100,027.00	124,542.80
Consultant	0.00	5,000.00	5,000.00
Totals	24,515.80	105,027.00	129,542.80



FY 20/21

Progress Report

July 23, 2021

Sue Nelson, PE
City Engineer
265 Strand Street
St. Helens, OR 97051

APPROVED FOR PAYMENT
INIT MZ ACCOUNTS PAYABLE 7-26-2021
gn FINANCE 7-26-2021
SUPERVISOR
202-723-52019

RE: **Otak Project No. 019823.000**
S. 1st and Strand Streets, Road and Utility Extensions P-525
Design, Construction, and Permit Documents
Invoice No. 000007210267

Dear Sue:

Enclosed is Otak's invoice for the **S. 1st and Strand Streets, Road and Utility Extensions**, for the period starting June 12, 2021 and ending June 30, 2021 (Fiscal year 2020-2021). Note that due to timing of subconsultant invoices, some work on this invoice extends back to late April. The total fee for work completed during this time period is \$54,691.42.

The following is a summary of the activities performed under each phase activities:

Phase 110 Project Management and Administration

- Day-to-day project management and coordination.
- Prepared Invoice and progress reporting.

Phase 120 Project Coordination, Meetings, Schedule

- Coordination of meeting agendas and setup.

Phase 210 Topographic Survey

- Survey of requested utility information
- Coordination from subconsultant on additional requested information

Phase 220 Geotechnical

- Drafting of geotechnical investigation report
- Coordination from subconsultant on locations for borings

Phase 230 Environmental Investigation

- Attended project coordination meetings.

I:\project\19800\19823\accounting\attachments\4-19823 progress report june fy 2021.docx

- Begin coordination of environmental investigation based on preferred alignment.

Phase 310 Planning Code-Zoning Requirements

- None.

Phase 320 Alignment Alternatives

- Attendance at weekly meetings by subconsultants.
- Internal reviews and discussions on location of alignment alternatives from subconsultants.
- Reviewed gateway concepts for 1st and Strand intersection.
- Reviewed pedestrian route interaction with Riverwalk.

Phase 330 Concept Development Plan

- Subconsultant provided input to prepare up landscape / streetscape exhibits for the two alternatives.
- Prepared exhibits for City Council meeting.

Phase 340 Scoring Criteria/Worksession

- Prepare for and attend one (1) City Council meeting / worksession to present the alignment alternatives and concept development plans. This presentation will include the recommendation from the staff advisory committee, and a clear list of pros and cons for the two options.

Phase 410 30% Roll-Map Plans

- Began to prepare 30% design level plans that show the roadway horizontal (1"=20') and vertical alignments (1"=5') on the topographic survey basemap.
- Began to prepare typical sections for 1st and Strand Streets.
- Otak will establish communication with public utilities and private utility companies to notify them of this project and timeline, identify existing infrastructure in the project limits, and develop a composite list of potential utility conflicts and necessary demolition.
- Began development of background data request and review of data, including wet-weather and dry weather flow records.
- Began development of preliminary layout of utilities, including coordination with Otak on storm and other dry utilities.
- Began plan sheet set up, light fixture selection, photometric analysis.

Phase 420 Stormwater Management

- Began to prepare preliminary Stormwater Management Report for the project, including evaluation of regional stormwater facility option versus multiple smaller facilities within project limits.
- Began stormwater analysis. Stormwater analysis includes conveyance, water quality treatment, and stormwater outfall to the Columbia River.

July 23, 2021

Phase 430 Lift Station Relocation Analysis

- Began development of background data request and review of data, including wet-weather and dry weather flow records.

Phase 440 30% Cost Est/Construct Review

- None

Phase 510 90% and Final PS&E

- None

Phase 520 Stormwater Management

- None

Phase 530 Lift Station Design Documents

- None

Phase 610 Lift Station – DEQ

- None

Phase 620 1200-C Erosion Control DEQ

- None

Phase 630 Grading Permit – City

- None

Phase 640 Building Permit – City

- None

Issues that may affect the schedule:

- *None at this time.*

If you have any questions, please do not hesitate to call me at 503.415.2337.

Sincerely,

Otak, Inc.

Keith Buisman, PE
Senior Project Manager

**INVOICE**

Remit Payment to:
Otak Inc
P.O. Box 894448
Los Angeles, CA 90189-4448

Item #3.

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

July 23, 2021
Project No: 019823.000
Invoice No: 000007210267

Project 019823.000 City of St. Helens - 1st and Strand Streets

For Professional Services Ending June 30, 2021

Phase 110 Project Management and Admin

Professional Personnel

	Hours	Rate	Amount
Civil Engineer VIII			
Buisman, Keith	6.00	173.00	1,038.00
Project Administrative Assistant			
Gutierrez, Kayla	.75	83.00	62.25
Sr. PIC/Sr. PM Civil			
Peebles, Michael	.50	240.00	120.00
Totals	7.25		1,220.25
Total Labor			1,220.25
Total this Phase			\$1,220.25

Phase 120 Project Coord, Mtgs, Schedule

Professional Personnel

	Hours	Rate	Amount
Civil Engineer IV			
Hollen, Daniel	2.50	128.00	320.00
Civil Engineer VIII			
Buisman, Keith	3.50	173.00	605.50
Construction Manager VI			
Williams, Michael	3.00	202.00	606.00
CM Documentation Specialist III			
Flett, Amanda	5.50	120.00	660.00
Totals	14.50		2,191.50
Total Labor			2,191.50
Total this Phase			\$2,191.50

Phase 210 Topographic Survey

Professional Personnel

	Hours	Rate	Amount
PIC/PLS Sr. Manager			
Yamashita, Jon	3.00	220.00	660.00

A finance charge will be assessed to all overdue accounts.

808 SW Third Avenue, Suite 800 Portland, OR 97204 Phone (503) 287-6825 **otak.com**

Page 44

Project	019823.000	City of St. Helens - 1st and Strand Sts.	Invoice	000007210267
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Professional Land Surveyor III

Conklin, David	3.50	150.00	525.00
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Survey Crew Chief II

Hawes, Robert	3.00	103.00	309.00
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Totals	9.50		1,494.00
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Total Labor			1,494.00
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Consultants

Direct Cost Subconsultants

6/17/2021	Leeway Engineering Solutions	346	1,473.50
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Total Consultants	1.05 times	1,473.50	1,547.18
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Total this Phase	\$3,041.18
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Phase	220	Geotechnical
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Consultants

Direct Cost Subconsultants

6/17/2021	Leeway Engineering Solutions	346	537.49
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Geotechnical Consultants

6/30/2021	NV5	220672	4,054.00
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Total Consultants	1.05 times	4,591.49	4,821.06
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Total this Phase	\$4,821.06
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Phase	230	Environmental Investigation
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Consultants

Geotechnical Consultants

6/30/2021	NV5	220385	2,304.75
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Total Consultants	1.05 times	2,304.75	2,419.99
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Total this Phase	\$2,419.99
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Phase	320	Alignment Alternatives
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Consultants

Direct Cost Subconsultants

6/17/2021	Leeway Engineering Solutions	346	3,035.01
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6/30/2021	Mayer Reed	12842	6,197.00
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Traffic Consultants

6/15/2021	DKS Associates, Inc.	0077724	1,640.00
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6/30/2021	DKS Associates, Inc.	0077906	1,100.00
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Total Consultants	1.05 times	11,972.01	12,570.61
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Total this Phase	\$12,570.61
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Phase	330	Concept Development Plan
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Project	019823.000	City of St. Helens - 1st and Strand Sts.	Invoice	000007210267
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Consultants

Direct Cost Subconsultants

6/30/2021	Mayer Reed	12842		3,490.50	
	Total Consultants		1.05 times	3,490.50	3,665.03
			Total this Phase		\$3,665.03

Phase 340 Scoring Criteria / Worksession
Professional Personnel

	Hours	Rate	Amount	
Landscape Architect IV				
North, Kaitlin	3.00	128.00	384.00	
Sr. PIC/Sr. PM LA/Master Planner				
Hanson, Donald	3.00	240.00	720.00	
Totals	6.00		1,104.00	
Total Labor				1,104.00
			Total this Phase	\$1,104.00

Phase 410 30% Roll-map Plans
Professional Personnel

	Hours	Rate	Amount	
Civil Engineer IV				
Hollen, Daniel	30.00	128.00	3,840.00	
Civil Engineer IX				
Ballou, Kristen	1.75	193.00	337.75	
Civil Engineer VIII				
Buisman, Keith	35.50	173.00	6,141.50	
Engineering Designer IV				
Sibert, Hailey	33.75	112.00	3,780.00	
Engineering Technician IV				
Bornsheuer, Jeff	3.00	101.00	303.00	
Engineering Technician V				
Haynes, Michael	8.00	120.00	960.00	
CM Documentation Specialist III				
Flett, Amanda	2.00	120.00	240.00	
Totals	114.00		15,602.25	
Total Labor				15,602.25

Consultants

Direct Cost Subconsultants

6/17/2021	Leeway Engineering Solutions	346		1,950.04	
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Traffic Consultants

6/30/2021	DKS Associates, Inc.	0077906		3,417.50	
	Total Consultants		1.05 times	5,367.54	5,635.92
			Total this Phase		\$21,238.17

Project	019823.000	City of St. Helens - 1st and Strand Sts.	Invoice	000007210267
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Phase 420 Stormwater Management

Professional Personnel

	Hours	Rate	Amount	
Civil Engineer IV Kenyon, Philip	.50	128.00	64.00	
Civil Engineer VI Horton, Rose	3.50	149.00	521.50	
Engineering Designer III Tiffany, Roger	2.00	98.00	196.00	
Totals	6.00		781.50	
Total Labor				781.50
Total this Phase				\$781.50

Phase 430 Lift Station Relocation Analysis

Consultants

Direct Cost Subconsultants				
6/17/2021 Leeway Engineering Solutions	346		1,504.99	
Total Consultants		1.05 times	1,504.99	1,580.24
Total this Phase				\$1,580.24

Phase 900 Direct Expenses

Consultants

Geotechnical Consultants				
6/30/2021 NV5	220672		55.13	
Total Consultants		1.05 times	55.13	57.89
Total this Phase				\$57.89
Total this Invoice				\$54,691.42

Invoice Summary

Description	Contract Amount	Prior Billed	Current Billed	Total Billed	Remaining
Project Management and Admin	51,506.00	7,532.50	1,220.25	8,752.75	42,753.25
Project Coord, Mtgs, Schedule	30,405.00	7,650.25	2,191.50	9,841.75	20,563.25
Topographic Survey	74,788.00	66,867.50	3,041.18	69,908.68	4,879.32
Geotechnical	16,916.00	12,020.40	4,821.06	16,841.46	74.54
Environmental Investigation	21,023.00	1,282.06	2,419.99	3,702.05	17,320.95
Planning Code-Zoning Requiremnts	2,653.00	2,527.50	0.00	2,527.50	125.50
Alignment Alternatives	53,333.00	37,836.81	12,570.61	50,407.42	2,925.58
Concept Development Plan	29,942.00	25,395.25	3,665.03	29,060.28	881.72
Scoring Criteria / Worksession	16,214.00	8,673.00	1,104.00	9,777.00	6,437.00
30% Roll-map Plans	172,464.00	0.00	21,238.17	21,238.17	151,225.83

Project	019823.000	City of St. Helens - 1st and Strand Sts.			Invoice	000007210267
Stormwater Management	17,370.00	2,293.50	781.50	3,075.00	14,295.00	
Lift Station Relocation Analysis	14,453.00	0.00	1,580.24	1,580.24	12,872.76	
30% Cost Est/Construct Review	14,284.00	0.00	0.00	0.00	14,284.00	
90% and Final PS&E	438,297.00	0.00	0.00	0.00	438,297.00	
Stormwater Mgmt Design and Report	28,640.00	0.00	0.00	0.00	28,640.00	
Lift Station Design Documents	7,212.00	0.00	0.00	0.00	7,212.00	
Lift Station - DEQ	10,451.00	0.00	0.00	0.00	10,451.00	
1200-C Erosion Control - DEQ	12,083.00	0.00	0.00	0.00	12,083.00	
Grading Permit - City	7,940.00	0.00	0.00	0.00	7,940.00	
Building Permit - City	3,501.00	0.00	0.00	0.00	3,501.00	
Direct Expenses	115,345.00	16,510.76	57.89	16,568.65	98,776.35	
Total	1,138,820.00	188,589.53	54,691.42	243,280.95	895,539.05	

**INVOICE**

720 SW Washington St., Suite 500
 Portland, OR 97205
 503.243.3500
 www.dksassociates.com

Mike Peebles
 OTAK, Inc
 Attn: Accounts Payable
 808 SW 3rd Avenue, Suite 800
 Portland, OR 97204

June 15, 2021
 Project No: 21058-000
 Invoice No: 0077724

Project 21058-000 City of St Helens 1st and Strand Streets Road and Utility Extensions
 City of St. Helens: 1st and Strand Streets: **Otak Project 019823.000**, NTP Effective 3-23-21; Prime agreement expiration 12/31/2023.

Professional Services for Period May 1, 2021 Through May 31, 2021

Phase 001 3.2 Alignment Alternatives (10%)

Professional Personnel

	Hours	Rate	Amount	
Grade 16				
Anganis, George	3.00	130.00	390.00	
Grade 18				
Fleskes, Kayla	2.75	140.00	385.00	
Grade 30				
Boice, Steven	4.00	200.00	800.00	
Tech T				
Norwood, Eva	.50	130.00	65.00	
Totals	10.25		1,640.00	
Total Labor				1,640.00
		Total this Phase		\$1,640.00

Billing Limits	Current	Prior	To-Date
Total Billings	1,640.00	1,540.00	3,180.00
Limit			91,751.00
Remaining			88,571.00
		Total this Invoice	\$1,640.00

Outstanding Invoices

Number	Date	Balance
0077374	5/14/2021	1,540.00
Total		1,540.00

PROGRESS REPORT

City of St Helens 1st and Strand Streets Road and Utility Extensions
 Otak Project 019823.000, subconsultant agreement NTP effective 3-23-21
 Contract Begin (NTP) 3/23/31; Expires: 3/15/2023

DKS Inv #: 0077724

Period: 5/1/21 through 5/31/21

DKS Project #: 21058-000
 DKS PM: Steve Boice



Task Number / Name	Budget	Invoiced This Period	Previously Billed	Billed to Date	Remaining Budget	Est. % Complete	Percent Billed
3.2 Alignment Alternatives (10%)	\$ 4,310.00	\$ 1,640.00	\$ 1,540.00	\$ 3,180.00	\$ 1,130.00	74%	74%
4.1 Development of 40% Roll-map Plans	\$ 42,435.00	\$ -	\$ -	\$ -	\$ 42,435.00	0%	0%
4.4 30% Cost Estimate/Constructability Review	\$ 1,610.00	\$ -	\$ -	\$ -	\$ 1,610.00	0%	0%
5.1 90% and Final PS&E	\$ 41,650.00	\$ -	\$ -	\$ -	\$ 41,650.00	0%	0%
Direct Expenses	\$ 1,746.00	\$ -	\$ -	\$ -	\$ 1,746.00	0%	0%
		\$ -	\$ -	\$ -	\$ -	0%	0%
PROJECT TOTAL:	\$91,751.00	\$1,640.00	\$1,540.00	\$3,180.00	\$88,571.00	3%	3%

Authorized Budget: \$ 91,751.00
 Authorized Amount Remaining: \$ 88,571.00

Amount This Invoice: \$ 1,640.00
 Amount Previously Invoiced: \$ 1,540.00
 Total Billed to Date: \$ 3,180.00

Activity This Period	
Task 3:	Attendance at weekly meetings, input on alignment alternatives

**INVOICE**

720 SW Washington St., Suite 500
 Portland, OR 97205
 503.243.3500
 www.dksassociates.com

Mike Peebles
 OTAK, Inc
 Attn: Accounts Payable
 808 SW 3rd Avenue, Suite 800
 Portland, OR 97204

July 8, 2021
 Project No: 21058-000
 Invoice No: 0077906

Project 21058-000 City of St Helens 1st and Strand Streets Road and Utility Extensions
 City of St. Helens: 1st and Strand Streets: **Otak Project 019823.000**, NTP Effective 3-23-21; Prime agreement expiration 12/31/2023.

Professional Services for Period June 1, 2021 Through June 30, 2021

Phase	001	3.2 Alignment Alternatives (10%)		
Professional Personnel				
		Hours	Rate	Amount
Grade 16				
Anganis, George		2.00	130.00	260.00
Grade 18				
Fleskes, Kayla		6.00	140.00	840.00
Totals		8.00		1,100.00
Total Labor				1,100.00
			Total this Phase	\$1,100.00

Phase	002	4.1 Development of 40% Roll-map Plans		
Task	002	4.1.2 Traffic Analysis & Memo		
Professional Personnel				
		Hours	Rate	Amount
Grade 13				
Suwandhaputra, Kezia		2.50	115.00	287.50
Grade 16				
Anganis, George		6.50	130.00	845.00
Grade 18				
Fleskes, Kayla		5.25	140.00	735.00
Grade 30				
Boice, Steven		7.75	200.00	1,550.00
Totals		22.00		3,417.50
Total Labor				3,417.50
			Total this Task	\$3,417.50
			Total this Phase	\$3,417.50

Billing Limits	Current	Prior	To-Date
Total Billings	4,517.50	3,180.00	7,697.50
Limit			91,751.00
Remaining			84,053.50

TERMS: Net 30 Days
 Remit To: 720 SW Washington St. #500
 Portland, OR 97205

Project 21058-000 St Helens 1st and Strand Streets

Invoice 0077906

Item #3.

Total this Invoice **\$4,517.50**

Outstanding Invoices

Number	Date	Balance
0077374	5/14/2021	1,540.00
0077724	6/15/2021	1,640.00
Total		3,180.00

PROGRESS REPORT

City of St Helens 1st and Strand Streets Road and Utility Extensions
 Otak Project 019823.000, subconsultant agreement NTP effective 3-23-21
 Contract Begin (NTP) 3/23/31; Expires: 3/15/2023

DKS Inv #: 0077906

Period: 6/1/21 through 6/30/21

DKS Project #: 21058-000

DKS PM: Steve Boice



Task Number / Name	Budget	Invoiced This Period	Previously Billed	Billed to Date	Remaining Budget	Est. % Complete	Percent Billed
3.2 Alignment Alternatives (10%)	\$ 4,310.00	\$ 1,100.00	\$ 3,180.00	\$ 4,280.00	\$ 30.00	100%	99%
4.1 Development of 40% Roll-map Plans	\$ 42,435.00	\$ 3,417.50	\$ -	\$ 3,417.50	\$ 39,017.50	8%	8%
4.4 30% Cost Estimate/Constructability Review	\$ 1,610.00	\$ -	\$ -	\$ -	\$ 1,610.00	0%	0%
5.1 90% and Final PS&E	\$ 41,650.00	\$ -	\$ -	\$ -	\$ 41,650.00	0%	0%
Direct Expenses	\$ 1,746.00	\$ -	\$ -	\$ -	\$ 1,746.00	0%	0%
		\$ -	\$ -	\$ -	\$ -	0%	0%
PROJECT TOTAL:	\$91,751.00	\$4,517.50	\$3,180.00	\$7,697.50	\$84,053.50	8%	8%

Authorized Budget: \$ 91,751.00
 Authorized Amount Remaining: \$ 84,053.50

Amount This Invoice: \$ 4,517.50
 Amount Previously Invoiced: \$ 3,180.00
 Total Billed to Date: \$ 7,697.50

Activity This Period	
Task 3:	Attendance at weekly meetings, input on alignment alternatives
Task 4:	Plan sheet set up, light fixture selection, photometric analysis



"Providing the freedom to act and change"

INVOICE

Leeway Engineering Solutions LLC

12597 NW Majestic Sequoia Way
Portland, Oregon 97229
Ph: (503) 828-7542

Mr Mike Peebles, PE

OTAK, Inc.
808 SW Third Avenue
Portland, OR 97204-2426

Project: St Helens 1st/Strand Street (P-525 PSA)
Client Project Number: 019823.000
Leeway Project Number: 134.21
Invoice Number: 346
Project Invoice: 1
Invoice Date: 6/17/2021

Invoice for activity between 4/19/2021 through 5/28/2021

Leeway Project Manager: Robert Lee

Labor, Subconsultants and Other Expenses Summary (per attached Billing Support Schedule)

Labor	\$2,691.00
Subconsultants and Other Expenses	\$5,810.03

Invoice Total	\$8,501.03
----------------------	-------------------

Summary of Account

Previous Balance	\$0.00	Invoiced to Date	\$8,501.03
Payments Since Last Invoice	\$0.00	Payments to Date	\$0.00
Balance Forward	\$0.00	Total Balance Due	\$8,501.03

Total Project Budget	\$233,214.00
Remaining Budget	\$224,712.97

Please remit payment to Leeway Engineering Solutions LLC



"Providing the freedom to act and change"

INVOICE

Leeway Engineering Solutions LLC

12597 NW Majestic Sequoia Way
Portland, Oregon 97229
Ph: (503) 828-7542

Mr Mike Peebles, PE

OTAK, Inc.
808 SW Third Avenue
Portland, OR 97204-2426

Project: St Helens 1st/Strand Street (P-525 PSA)
Client Project Number: 019823.000
Leeway Project Number: 134.21
Invoice Number: 346
Project Invoice: 1
Invoice Date: 6/17/2021

Invoice for activity between 4/19/2021 through 5/28/2021

Billing Support Schedule

Phase 2 Topographic Survey and Geotechnical / Environmental Investigation

Labor

Staff	Role	Rate	Hours	Cost
Robert Lee	Principal Engineer	\$234.00	4	\$936.00
Subtotal			4	\$936.00

Subconsultants and Other Expenses

Description	Unit Cost	Quantity	Unit	Cost
Grayling Engineers Invoice #303 (May 31, 2021) Topographic Survey and Geotechnical	\$1,023.80	1.05	multiplier	\$1,074.99
Subtotal				\$1,074.99
Phase 2 Subtotal				\$2,010.99



"Providing the freedom to act and change"

INVOICE

Leeway Engineering Solutions LLC

12597 NW Majestic Sequoia Way
Portland, Oregon 97229
Ph: (503) 828-7542

Mr Mike Peebles, PE

OTAK, Inc.
808 SW Third Avenue
Portland, OR 97204-2426

Project: St Helens 1st/Strand Street (P-525 PSA)
Client Project Number: 019823.000
Leeway Project Number: 134.21
Invoice Number: 346
Project Invoice: 1
Invoice Date: 6/17/2021

Invoice for activity between 4/19/2021 through 5/28/2021

Phase 3 Alignment Alternatives/Concept Development Plans

Labor

Staff	Role	Rate	Hours	Cost
Robert Lee	Principal Engineer	\$234.00	7.5	\$1,755.00
Subtotal			7.5	\$1,755.00

Subconsultants and Other Expenses

Description	Unit Cost	Quantity	Unit	Cost
Grayling Engineers Invoice #303 (May 31, 2021) Alignment Alternatives Engineering and CAD	\$1,219.06	1.05	multiplier	\$1,280.01
Subtotal				\$1,280.01

Phase 3 Subtotal **\$3,035.01**

Phase 4 Road and Utility Extensions: Preliminary Design (30%)

Subconsultants and Other Expenses

Description	Unit Cost	Quantity	Unit	Cost
Grayling Engineers Invoice #303 (May 31, 2021) 30% Plans and Lift Station Relocation Analysis	\$3,290.50	1.05	multiplier	\$3,455.03
Subtotal				\$3,455.03

Phase 4 Subtotal **\$3,455.03**

Invoice Total **\$8,501.03**

Grayling Engineers
654 Officers Row
Vancouver, WA 98661 US
360.347.6399
billing@graylingeng.com
www.graylingeng.com



Item #3.

INVOICE

BILL TO

Leeway Engineering Solutions,
LLC
12597 NW Majestic Sequoia
Way
Portland, OR 97229

INVOICE # 303

DATE 05/31/2021

DUE DATE 06/30/2021

TERMS Net 30

CATEGORY	DESCRIPTION	QTY	RATE	AMOUNT
Service	2.1 Topographic Survey, Senior Engineer	2.50	204.76	511.90
Service	2.2 Geotechnical, Senior Engineer	2.50	204.76	511.90
Service	3.2 Alignment Alternatives (2) (10%), Senior Engineer	2	204.76	409.52
Service	3.2 Alignment Alternatives (2) (10%), CAD/ GIS Technician	8.50	95.24	809.54
Service	4.1 Development of 30% Roll-map Plans, CAD/ GIS Technician	19.50	95.24	1,857.18
Service	4.3 Lift Station Relocation Analysis, Senior Engineer	7	204.76	1,433.32

1st and Strand Streets, Road and Utility Extensions; weekly meetings,
coordination with survey and geotechnical, develop 10% roll plots,
evaluate lift station location.

BALANCE DUE

\$5,533.36

I N V O I C E

OTAK
808 SW Third Avenue, Suite 300
Portland, OR 97204

INVOICE NUMBER: 12842
INVOICE DATE: 06/30/2021
PROJECT: SHS-21014 City of St. Helens - 1st and Strand Street
Professional services through 06/30/2021

	HOURS/ UNITS	RATE	BILLED
Task 3 Alignment Alternatives			
Principal	4.50	\$210.00	\$945.00
Principal	0.25	\$210.00	\$52.50
Landscape Designer	57.00	\$100.00	\$5,700.00
Project Manager	26.00	\$115.00	\$2,990.00
Subtotal:			\$9,687.50

TOTAL THIS INVOICE:	\$9,687.50
----------------------------	-------------------

MAXIMUM FEE:	AMOUNT BILLED TO DATE:
\$94,675.00	\$20,063.75

INVOICE

Federal Tax ID# 91-1780825



GeoDesign, Inc., DBA NV5

Remittance Address Change:

GeoDesign, Inc., DBA NV5
 PO Box 74008680
 Chicago, IL 60674-8680

Remittance ACH Transfer Change:

ABA Routing Number 063100277
 Account Number 898052466590

Email ACH/Wire remittance details to RemittanceNotifications@nv5.com

Remittance Wire Transfers Change:

ABA Routing Number 026009593
 Account Number 898052466590
 Swift Code INTL. BOFAUS3N

Project Manager: Colby Hunt

Otak, Inc.
 808 SW Third Avenue, Suite 800
 Portland, OR 97204

July 7, 2021
 Project No: 124221-1000017.02
 Invoice No: 220385
 Due Date: August 6, 2021

Project 124221-1000017.02 StHelens-3-02 S. 1st and Strand Streets

Professional Services through June 30, 2021

Phase 01 Environmental Services

Professional Personnel

	Hours	Rate	Amount
Principal	4.50	224.00	1,008.00
Project Assistant	.25	90.00	22.50
Project Manager I	6.25	154.00	962.50
Senior Technician	1.25	101.00	126.25
Senior CAD Technician	.25	112.00	28.00
Technical Editor	1.75	90.00	157.50
Totals	14.25		2,304.75
Total Labor			2,304.75
Total this Phase			\$2,304.75

Billing Limits	Current	Prior	To-Date
Total Billings	2,304.75	1,221.00	3,525.75
Limit			62,222.00
Remaining			58,696.25
Total this Invoice			\$2,304.75

Questions? Call 503.968.8787 or email orwil-projectadministrators@nv5.com

INVOICE

Federal Tax ID# 91-1780825



GeoDesign, Inc., DBA NV5

Remittance Address Change:

GeoDesign, Inc., DBA NV5
PO Box 74008680
Chicago, IL 60674-8680

Remittance ACH Transfer Change:

ABA Routing Number 063100277
Account Number 898052466590

Email ACH/Wire remittance details to RemittanceNotifications@nv5.com

Remittance Wire Transfers Change:

ABA Routing Number 026009593
Account Number 898052466590
Swift Code INTL. BOFAUS3N

Project Manager: Shawn Dimke

Otak, Inc.
808 SW Third Avenue, Suite 800
Portland, OR 97204

July 07, 2021
Project No: 124121-1000062.01
Invoice No: 220672
Due Date: August 06, 2021

Project 124121-1000062.01 StHelens-3-01 City of St. Helens - 1st and Strand Streets

Professional Services through June 30, 2021

Phase 01 Geotechnical Engineering Services

Professional Personnel

	Hours	Rate	Amount
Engineering/Geological Staff III	10.00	133.00	1,330.00
Principal	10.25	224.00	2,296.00
Project Assistant	.25	90.00	22.50
Senior Technician	3.00	101.00	303.00
Scheduler	.25	133.00	33.25
Technical Editor	.50	90.00	45.00
Senior Technical Editor	.25	97.00	24.25
Totals	24.50		4,054.00
Total Labor			4,054.00

Consultants

ACS Testing Inc			
6/30/2021	ACS Testing Inc	Inv 40102	55.13
	Total Consultants		55.13
		Total this Phase	\$4,109.13

Billing Limits

	Current	Prior	To-Date
Total Billings	4,109.13	24,821.66	28,930.79
Limit			37,154.00
Remaining			8,223.21
		Total this Invoice	\$4,109.13

Questions? Call 503.968.8787 or email orwil-projectadministrators@nv5.com

MATERIALS AND SERVICES CONTRACT

BETWEEN: City of St. Helens, a municipal corporation of the State of Oregon ("City")

AND: GeoDesign, Inc., DBA NV5 ("Contractor")

DATED: 7-26-2021

RECITALS

A. The City is in need of geotechnical services for soil stabilization, and Contractor is qualified and prepared to provide materials and services to fill that need.

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

NOW, THEREFORE, the parties mutually agree as follows:

1. Engagement. The City hereby engages Contractor to furnish the materials ("Materials") and services ("Services") specified in Attachment A, Scope of Work, attached hereto and incorporated herein by reference, and Contractor accepts such engagement. The principal contact on behalf of Contractor shall be Krey Younger, phone 503-968-8787.

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A. Any changes to this Contract shall be in writing, signed by both parties, and shall be attached to and become a part of this Contract. The scope of work may include supplying "goods," as defined in ORS 72.1050. References to "Work" herein refer to the provisions of both Materials (or goods) and Services.

3. Contract Documents.

3.1 The term "Contract Document" means this form, the Scope of Work, and any specifications, quotation, extensions, amendments, exhibits and documents incorporated by reference.

3.2 This Contract shall constitute the entire agreement between the parties concerning the Materials and Services. References to "this Contract" or "the Contract" include all Contract Documents.

3.3 Each party shall notify the other party of inconsistencies in the Contract Documents. If inconsistencies occur, the document or provision that will result in a better quality of Services shall have priority. Amendments have priority over all other Contract Documents, including amendments of an earlier date. Specifications have priority over this form. This form and specifications have priority over the quotation. The City may issue a written interpretation to resolve any inconsistencies in the Contract Documents, which shall be binding on Contractor so long as such interpretation is not unreasonable.

3.4 If any term or provision of a Contract Document is held by a court of competent jurisdiction to be invalid, the validity of the remaining terms and provisions will not

be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract Document did not contain the particular term or provision held to be invalid.

3.5 Notwithstanding Subsection 3.1, Contract Documents include any amendments or addenda issued by the City with the Request for Quotations that are attached to this form as attachments. After this Contract is signed, the Contract Documents may be changed only by written amendments signed by authorized representatives of both parties.

4. Contract Term.

4.1 The initial term of this Contract begins on July 5, 2021, and ends on December 31, 2021 ("Contract Term"). The parties may agree to extend the Contract Term for two (2) successive periods of twelve (12) months each. Such extension shall begin on the day following the end of the initial term or the first extension. Extensions must be set forth in writing and signed by authorized representatives of both parties. The party requesting the extension must deliver a request for extension at least sixty (60) days before the Contract Term is scheduled to end.

4.2 A schedule of performance may be included in the specifications.

4.3 Notwithstanding Subsection 4.1, this Contract may be terminated before the end of the Contract Term, as provided in the Contract Documents.

5. Approvals. If the Contract Documents require approval of any thing, act, or document, the request for approval and the response must be given by persons with proper authority under the Contract Documents in the same manner as notices under Section 6. Approval will not be withheld unreasonably.

6. Notices.

6.1 Notices required by this Contract must be given in writing by personal delivery or by United States mail, first-class postage-prepaid, unless some other means or method of notice is required by law.

6.2 All notices to the City must be directed to the City Administrator. The City's address for notices is:

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

6.3 Contractor's address for notices is:

NV5
Attn: Krey Younger
9450 SW Commerce Circle, Suite 300
Wilsonville, OR 97070
503.968.8787

6.4 Each party shall notify the other of any change of address for notices.

7. Contractor's Responsibility for the Work.

7.1 Time is of the essence on this Contract. Contractor shall perform the Work promptly and efficiently and in accordance with the provisions set forth in Attachment A. Contractor shall provide all labor, materials, tools, equipment and incidentals that are necessary for proper performance of the Work, including items that may be inferred from the specifications or from prevailing custom or trade usage as being necessary to produce the intended results.

7.2 Unless the specifications require certain means or methods, Contractor shall be responsible for the means and methods used for the Services.

7.3 Materials provided by Contractor must be of good quality and will be subject to the warranties provided by ORS 72.3120, ORS 72.3130, ORS 72.3140 and ORS 72.3150.

7.4 Contractor shall provide and properly supervise qualified workers. Workers must have any licenses and certificates required by applicable laws.

7.5 Contractor shall not assign any interest in this Contract or enter into subcontracts for the Services without the prior written approval of the City.

8. Use of Premises.

8.1 Provisions of this Contract that refer to "the Premises" will apply to the Work only if it is performed at the Premises, defined as real property, including buildings or other improvements that are owned or occupied by the City.

8.2 Contractor shall confine the Work performed at the Premises to areas and times stated in Attachment A, and Contractor shall avoid any unnecessary interference with the use of the Premises.

8.3 Contractor shall take reasonable precautions to prevent injury to persons and damage to property that may result from Contractor's use of the Premises. Contractor shall remedy any damage to the Premises and other property of the City resulting from the Work.

9. Hazardous Chemicals. Contractor shall implement and bear the cost of precautions required for protection from "hazardous chemicals," as defined in ORS 654.750 or OAR Chapter 437, that may be encountered at the Premises or used for the Work. The City and Contractor shall exchange material safety data sheets, label information, and instructions for precautionary measures for hazardous chemicals kept at the Premises by the City or used for the Work by Contractor. The City may prohibit use of particular hazardous chemicals.

10. Liability of City's Officers, Employees and Agents. Officers, employees and agents of the City shall not have any direct, personal liability to Contractor.

11. No Agency. Contractor is engaged by the City as an independent contractor in accordance with ORS 670.600. Contractor, subcontractors, and their principals, employees and agents are not agents of the City as that term is used in ORS 30.265.

12. Indemnification.

12.1 Except as provided in Subsection 12.2, or as otherwise provided by applicable law, Contractor shall defend and indemnify the City and the City's officers, elected officials, volunteers, employees and agents from all third-party claims arising from the Work, including third-party claims arising from injury to any person or damage to property, breach of this Contract by Contractor, or violation of applicable law by Contractor.

12.2 Contractor shall not be responsible for third-party claims resulting solely from the negligence or other wrongful acts or omissions of the City or the City's officers, elected officials, volunteers, employees or agents.

13. Liability Insurance.

13.1 At all times while Contractor is performing Work at the Premises, Contractor shall, at Contractor's expense, maintain in force insurance policies as set forth in Attachment B, which is attached hereto and incorporated herein by reference.

13.2 Prior to starting Work at the Premises, Contractor shall provide certificates of insurance for coverage required by this section, which will be subject to review and approval by the City Attorney. Each certificate must obligate the insurer to give written notice to the City thirty (30) days prior to termination or restriction of coverage. The City may reject a certificate which states that the insurer will merely "endeavor to mail" written notice.

14. Governing Laws. This Contract shall be interpreted and construed in accordance with the laws of the State of Oregon.

15. Compliance with Law.

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

15.2 Contractor shall comply with applicable laws, including ORS 279B.020, ORS 279B.220, ORS 279B.225, ORS 279B.230 and ORS 279B.235, which are incorporated herein.

15.3 Pursuant to ORS 279B.020, no person shall be employed for the Work for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency, or when the public policy absolutely requires it. Except for persons who are exempt from overtime pay, persons who perform the Work shall be paid at least time and a half pay for legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b) and for time worked in excess of ten (10) hours a day or in excess of forty (40) hours a week, whichever is greater.

15.4 If Contractor is a nonresident bidder, as defined in ORS 279A.120(1)(a), and the compensation, as set forth in Attachment C attached hereto and hereby incorporated by reference, exceeds Ten Thousand Dollars (\$10,000), Contractor shall comply with ORS 279A.120(3).

15.5 Pursuant to ORS 279A.120(2)(a), Contractor shall use products that have been manufactured in Oregon, provided that price, fitness, availability and quality are otherwise equal.

15.6 Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of the City in connection with this Contract in violation of ORS Chapter 244.

15.7 Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017. Contractor shall provide workers' compensation coverage for "subject workers," as defined in ORS 656.005(28), employed to perform the Work. Before performing any Work, Contractor shall provide a certificate of insurance for workers' compensation coverage or other proof of coverage, or certify that no subject workers will perform Work.

15.8 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. 00909]

16. Nondiscrimination.

16.1 Contractor shall comply with all applicable federal, state and local laws, rules and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions or disability.

16.2 Contractor shall comply with the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 30.670 through ORS 30.685, ORS 659A.425, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training, educational or otherwise, conducted by Contractor.

17. Compensation. The terms of compensation shall be as provided in Attachment C. The compensation stated in Attachment C constitutes the total compensation payable to Contractor for the Work.

18. Payment.

18.1 Unless otherwise provided in Attachment C, Contractor shall be paid on a time and materials basis.

18.2 Contractor shall make and keep reasonable records of Work performed pursuant to this Contract and, unless provided otherwise in Attachment C, 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 the date 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. Payment to Contractor shall be complete once the City pays compensation as provided in Section 17.

18.3 The City may suspend or withhold payments if Contractor fails to comply with the requirements of this Contract.

18.4 The City's obligation to make payments is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565. The City certifies that funds for this Contract are included in the City's budget for the current fiscal year, which ends on June 30 next following the date that this Contract is signed. If funds are not appropriated for this Contract for any subsequent fiscal year during the Contract Term, the City shall notify Contractor and this Contract shall be terminated on June 30 of the last fiscal year for which funds are appropriated.

18.5 Any provision of this Contract that is held by a court to create an obligation that violates the debt limitation of Article XI, Section 9 of the Oregon Constitution shall be void.

19. Waiver. Compliance with the provisions of this Contract may be waived only by a written waiver signed by the party waiving its rights. Waiver of compliance with one provision shall not be deemed to waive compliance with any other provision.

20. Default.

20.1 A party will be in default under this Contract if that party fails to comply with any provision of this Contract 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.

20.2 Notwithstanding Subsection 20.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Contract or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

20.3 Should a dispute arise between the parties to this Contract, 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 Contract.

20.4 If a default occurs, the party injured by the default may terminate this Contract 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.

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

22. Termination for Convenience. The City may terminate this Contract if the City determines in good faith that termination is in the best interest of the public. The City shall endeavor to give Contractor written notice thirty (30) days prior to the date of termination under this section, but failure to give notice will not invalidate the decision to terminate. Termination under this section will not affect the rights of the parties existing at the time of termination. If Contractor is not in default, Contractor shall be paid for Work in progress at the time of termination, and Contractor shall be reimbursed for reasonable costs resulting directly from termination. Contractor shall not be entitled to recover lost profits or overhead for Work that is precluded by termination under this section.

23. Action Upon Termination. Upon receiving notice of termination, Contractor shall cease performance of the Work and terminate subcontracts.


CITY:

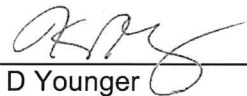
CONTRACTOR:

CITY OF ST. HELENS

GEODESIGN, INC. DBA NV5

Council Meeting Date: _____

Signature: 
 Print: JOHN WALSH
 Title: CITY Administrator
 Date: 7/26/21

Signature: 
 Print: Krey D Younger
 Title: Principal
 Date: July 21, 2021

APPROVED AS TO FORM:

By: _____
 City Attorney

ATTACHMENT A
Scope of Work and Compensation



February 22, 2021

City Hall
265 Strand Street
St. Helens, OR 97051

Attention: Sue Nelson, P.E.

Proposal
Geotechnical Engineering Services
Campbell Park – Soil Stabilization
150 McMichael Avenue
St. Helens, Oregon
Project: StHelens-5-01

INTRODUCTION

GeoDesign, Inc., DBA NV5 (GeoDesign) is pleased to present this proposal to provide geotechnical engineering services for the proposed soil stabilization at Campbell Park located at 150 McMichael Avenue in St. Helens, Oregon. Based on discussions with you, we understand the City of St. Helens (City) is planning on improving Campbell Park, specifically constructing some new concrete-surfaced courts. We understand that the subgrade in the proposed court location is unstable and wet. Consequently, the City is considering cement stabilization of the soil and has asked for geotechnical design and construction observation services.

SCOPE OF SERVICES

The purpose of our scope is to explore the subsurface conditions within the footprint of the proposed courts, develop recommendations for cement-amended soil stabilization, and provide observation support during construction. Our specific scope of services will include the following:

- Obtain right-of-way permits from the City if required.
- Coordinate and manage the field explorations, including utility locates, access preparation, and scheduling City and GeoDesign staff.
- Observe test pit excavations and soil conditions at four locations to depths of up to 5 feet below ground surface. The City will provide equipment and personnel to excavate test pits.

- Collect representative soil samples from the explorations. Classify the materials encountered in the explorations and maintain a continuous log of each exploration.
- Perform the following laboratory analyses on disturbed soil samples collected from the explorations:
 - Up to five moisture content determinations in general conformance with ASTM D2216
 - One Atterberg limits test in general conformance with ASTM D4318
- Provide recommendations for cement soil stabilization.
- Provide recommendations for materials and construction.
- Provide geotechnical engineering construction recommendations for site preparation, structural fill compaction criteria, and wet/dry weather earthwork procedures.
- Provide a report summarizing our conclusions and recommendations.
- Provide construction observation services for up to 18 total hours by engineering staff for one day of cement stabilization observation and one day of proof roll observation.

SCHEDULE

We are prepared to schedule explorations for the geotechnical evaluation immediately following your written authorization to proceed. We estimate that the geotechnical exploration program will take one day and that our report will be available two weeks after our explorations are complete. Preliminary results can be provided as they are developed. Our services will be provided on a time-and-expense basis in accordance with our current Schedule of Charges. The approximate breakdown of our estimated fees is summarized below.

<u>Activity</u>	<u>Expenditures</u>
Field Exploration and Report	
Field Work and Laboratory Testing	\$2,800
Analysis and Report Preparation	<u>2,950</u>
Subtotal	\$5,750
Geotechnical Construction Observation	
Cement Amendment Observation (1 12-hour day)	\$2,200
Proof Roll Observation (1 6-hour day)	<u>950</u>
Subtotal	\$3,150
Total	\$8,900

Our estimated fee is based on the following assumptions:

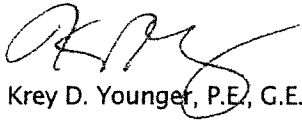
- Site access will be arranged by others.
- The City will supply equipment and personnel to excavate test pits.
- Permitting fees will not be required.
- Contaminated soil will not be encountered in the explorations.

♦ ♦ ♦

We appreciate the opportunity to serve you on this project. If you have any questions, please do not hesitate to call.

Sincerely,

GeoDesign, Inc., DBA NV5



Krey D. Younger, P.E., G.E.
Senior Associate Engineer



George Saunders, P.E., G.E.
Principal Engineer

KDY:GPS:sn

Attachment

One copy submitted (via email only)

Document ID: StHelens-5-01-022221-geop.docx

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GEOTECHNICAL, GEOLOGICAL, AND MINE CONSULTING SCHEDULE OF CHARGES

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a fixed fee amount is so indicated in the proposal or services agreement. Contracted professional and technical services will be charged at the applicable hourly rates as listed below. Staff time spent in depositions, trial preparation, and court or hearing testimony will be billed at 1.5 to 2 times the below rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made. Current rates are as follows:

Personnel	Hourly Rate	Personnel	Hourly Rate
Support Staff	\$ 77	Los Angeles Deputy Grading Inspector	\$ 107
Project Assistant/Technical Editor	\$ 90	Technical Specialist I	\$ 144
Senior Project Assistant/Technical Editor	\$ 97	Technical Specialist II	\$ 160
Technician I	\$ 83	Senior Technical Specialist	\$ 174
Technician II	\$ 95	Project Manager I	\$ 154
Senior Technician	\$ 101	Project Manager II	\$ 164
CAD	\$ 101	Senior Project Manager	\$ 175
Senior CAD Technician	\$ 112	Associate	\$ 192
Staff I	\$ 106	Senior Associate	\$ 204
Staff II	\$ 121	Principal	\$ 224
Staff III	\$ 133		

Equipment	Rate
Air compressor (per day)	\$ 59
Bladder pump (per day) (includes generator)	\$ 123
Brass/stainless steel rings	\$ 12
Cement amending field tool	\$ 24
Cement scale and pan (per day)	\$ 29
Concrete field equipment	\$ 29
Core drill (per day)	\$ 236
Crack monitor	\$ 35
Cross-hole sonic logger (CSL) (per half day)	\$ 265
Cross-hole sonic logger (CSL) (per day)	\$ 531
D&M sampling kit	\$ 24
Data recorder	\$ 13
Datalogger (per day)	\$ 12
Datalogger (per week)	\$ 45
Datalogger (per month)	\$ 112
Disposable bailers (per item)	\$ 17
Double-ring infiltrometer	\$ 77
Drilled shaft inspection camera (DSIC) (per half day)	\$ 531
Drilled shaft inspection camera (DSIC) (per day)	\$ 1,062
Drilled shaft inspection camera (DSIC) (per week)	\$ 2,005
Drive probe (per hour)	\$ 12
Dynamic cone penetrometer (DCP) (per day)	\$ 112
Electric sampling pump (per day)	\$ 31
Field California bearing ratio (CBR) equipment (per day)	\$ 260
Falling weight deflectometer (FWD) (per day)	\$ 2,000
Falling weight deflectometer (FWD) with GPR (per day)	\$ 3,415
Field equipment	\$ 12
Field vane	\$ 59
Flag tape rolls (each)	\$ 6
Generator	\$ 59
Global positioning system (GPS) - differential (per day)	\$ 112
Global positioning system (GPS) - hand-held (per day)	\$ 34
Ground penetrating radar (GPR) - cart mounted (per day)	\$ 590
Ground penetrating radar (GPR) - truck mounted (per day)	\$ 1,416
Hand auger (per day)	\$ 41
Hydroacoustic monitoring equipment (per day)	\$ 295
Incremental borer (timber)	\$ 56
Laptop computer use (per day)	\$ 18
Mobile laboratory (per month)	\$ 1,200
Nuclear density gauge (per hour)	\$ 12
pH/conductivity/temperature meter (per day)	\$ 50
Pile Driving Analyzer® (PDA) (per day)	\$ 590
Pile Integrity Tester (per day)	\$ 236
Post pounder (per day)	\$ 12

GEOTECHNICAL, GEOLOGICAL, AND MINE CONSULTING SCHEDULE OF CHARGES

Equipment	Rate
Pressure Transducer Datalogger (per day)	\$ 150
Range finder (per day)	\$ 12
Resistivity meter (per day)	\$ 118
Roto-hammer drill (per day)	\$ 88
Roto-hammer drill (per week)	\$ 324
Sand cone field density kit	\$ 24
Satellite phone (per day)	\$ 24
Saximeter	\$ 24
Schmidt hammer	\$ 118
Seismic equipment (per day)	\$ 590
Seismic source	\$ 236
Shelby tube with caps	\$ 24
Sidewalk closure signage	\$ 22
Site reconnaissance kit	\$ 24
Slope inclinometer reading (per day)	\$ 171
Soil sample rings (per sample)	\$ 12
Sondex settlement probe (per week)	\$ 118
Spectral analysis of surface waves	\$ 1,770
Specialty software (MODFLOW, PLAXIS, Slope/W, etc., per day)	\$13 - 59
Thermometer – infrared	\$ 12
Total Station – survey equipment	\$ 59
Transit level and tripod	\$ 35
Turbidity monitor	\$ 41
Unmanned aerial vehicle (DJI Mavic 2) (per day)	\$ 500
Unmanned aerial vehicle (Trimble Ux5-HP) (per day)	\$ 1,000
Vehicle (company) usage (full day, plus \$0.67 per mile charge)	\$ 24
Vehicle (personal) usage (per mile)	\$ 0.67
Vibrating wire piezometer	\$ 590
Vibration monitoring equipment (per day)	\$ 62
Vibration monitoring equipment (per week)	\$ 298
Vibration monitoring equipment (per month)	\$ 876
Vibration monitoring equipment (per month, long term)	\$ 535
Vibrocore	\$ 472
Water level meter (per day)	\$ 50
WSDOT bridge toll	\$ 4
Ziplevel Pro 2000 (per day)	\$ 53
Reproduction	Black/White Color
8 1/2 x 11 (per finished page)	\$ 0.11 \$ 0.17
11 x 17 (per finished page)	\$ 0.21 \$ 0.34
C- or D-size plots (per finished plot)	\$26.75
D-size scan	\$13.38

OTHER SERVICES, SUPPLIES, AND SPECIAL TAXES

Outside services (equipment, supplies, and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations) are charged at cost plus 12 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance that may be required. Specialized equipment will be quoted on a per-job basis. In-house disposable field supplies (routinely used field supplies stocked in-house by GeoDesign) at current rates. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

All rates are subject to change upon notification.

GEOTECHNICAL AND GEOLOGICAL LABORATORY SCHEDULE OF CHARGES

TYPE OF TEST	UNIT PRICE
Atterberg Limits (ASTM D4318-05)	\$ 191
CBR with 3-Point Proctor (ASTM D1883-07)	\$ 730
Compaction (ASTM D1557-07/ASTM D698-07; Methods A, B, and C)	
1 Point	\$ 112
4 Points	\$ 270
Consolidation (ASTM D2435-04; with two timed rebounds)	\$ 494
Direct Shear (ASTM D3080-04)	
1 Point	\$ 273
3 Points	\$ 520
Expansion Index of Soil (ASTM D4829)	\$ 278
Moisture Content – Oven Method (ASTM D2216-05)	\$ 29
Moisture/Density (ASTM D7263)	
Rings	\$ 44
Shelby tubes	\$ 44
Organic Content (ASTM D2974)	\$ 99
Particle-Size Analysis	
Sieve (ASTM C117-04/ASTM C136-06) (includes -200 Wash, Dry Sieve)	\$ 149
Percent passing No. 200 (ASTM C117-04/ASTM D1140-00)	\$ 93
Combined sieve and hydrometer (ASTM D422-63)	\$ 248
Oversize sieve analysis (ASTM C117-04/ASTM C136-06)	\$ 248
Permeability	
Rigid wall constant/falling head (Army Corps Eng. EM 1110-2-1906, VII-13)	\$ 434
Flexible wall with triaxial cell (ASTM D5084-03)	\$ 495
Flexible wall for cohesive soil (ASTM D5084/ASTM D4767)	\$ 671
pH of Soil (ASTM G51)	\$ 99
Resilient Modulus (AASHTO T 307-99)	
In situ sample	\$ 708
Remolded sample (includes compaction and sample preparation)	\$1,062
Rice Density (ASTM D2041)	\$ 149
Sand Equivalent (ASTM D2419)	\$ 223
Soil Resistivity (ASTM G57)	\$ 229
Specific Gravity	
Bulk specific gravity – asphalt (Parafilm coated) (ASTM D1188)	\$ 55
Maximum specific gravity – asphalt (Rice) (ASTM D2041)	\$ 112
Specific gravity - bulk specific gravity – asphalt (ASTM D2726)	\$ 19
Specific gravity – coarse aggregate (ASTM C127)	\$ 88
Specific gravity – fine aggregate (ASTM C128)	\$ 118
Soil (ASTM D854)	\$ 124
Swell (ASTM D4546)	
Method A	\$ 390
Method B	\$ 273
Method C	\$ 682

GEOTECHNICAL AND GEOLOGICAL LABORATORY SCHEDULE OF CHARGES

TYPE OF TEST	UNIT PRICE
Triaxial Compression	
Unconsolidated, undrained (back pressure saturation) (ASTM D2850-03)	\$ 377
Consolidated, undrained, 1 point (ASTM D4767-06)	\$ 495
Consolidated, undrained, strength envelope (ASTM D4767-06)	\$1,486
Load-controlled cyclic (ASTM D5311)	\$1,486
Unconfined Compression	
Undisturbed soil (ASTM D2166-06)	\$ 143
Amended soil (ASTM D1633-00)	\$ 97
Sample Preparation (per hour)	\$ 77
Cyclic Direct Simple Shear	

<u>Test No.</u>	<u>Test Description</u>	<u>Unit Price</u>
1	<u>Strain-Controlled Cyclic Direct Simple Shear Test:</u> Determine secant shear modulus and damping ratio using up to 100 cycles at a specified single shear strain amplitude of between 0.1% and 2%. Test conducted using a sinusoidal wave with a frequency of up to 5 Hz and a vertical stress of up to 1 MPa. One sample and up to three strain levels. Consolidation periods for each stage of up to 24 hours.	\$1,350
2	<u>Stress-Controlled Cyclic Direct Simple Shear Test:</u> Determine cyclic stress ratio and vertical stress ratio using up to 100 cycles at three specified stress ratios using a sinusoidal wave with a frequency up to 5 Hz. Test conducted with vertical stresses of up to 1 MPa. Three samples with one cyclic stress level each. Consolidation period of up to 24 hours per sample.	\$1,800
3	<u>Strain Rate-Controlled Static Direct Simple Shear Test:</u> Determine stress-strain relationship of a single sample at specified strain rates. Tests conducted with vertical stresses of up to 1 MPa. One sample at three strain rates.	\$1,000
4	<u>Stress-Controlled Cyclic Direct Simple Shear Test:</u> Test conducted on one sample at a specified stress ratio using a sinusoidal wave with a frequency up to 5 Hz for up to 100 cycles with maximum vertical stresses of 1 MPa. One sample with one cyclic stress ratio.	\$750
5	<u>Post-Cyclic Static Direct Simple Shear Test:</u> Stress-strain relationship at specified shear strain rate. Tests conducted with vertical stresses of up to 1 MPa. One sample in combination with tests 1, 2, and 4.	\$250
6	<u>Post-Cyclic Consolidation in Direct Simple Shear Test:</u> Determine post-cyclic volumetric strain over time. Conducted with vertical stresses of up to 1 MPa. One sample in combination with tests 1, 2, and 4.	\$250
7	<u>Shear Wave Velocity:</u> Measure shear wave velocity using Bender Elements based on first shear wave arrival. One sample in combination with tests 1, 2, and 4.	\$160
8	<u>Shear Wave Velocity:</u> Measure shear wave velocity using Bender Elements based on first shear wave arrival. Stand-alone sample without DSS testing.	\$250
9	Cost per additional day for consolidation of DSS sample	\$300

Other tests charged at hourly rates. GeoDesign, Inc. reserves the right to subcontract any laboratory testing listed in our scope of work and to apply charges for subcontracted testing at the rates listed above.

ATTACHMENT B INSURANCE REQUIREMENTS

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

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

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	YES
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	YES

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.



CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM) 7/26/2021
Item #4.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Continental Insurance Company	35289
	INSURER B : National Fire Insurance Co of Hartford	20478
	INSURER C : Transportation Insurance Company	20494
	INSURER D : Berkley Insurance Company	32603
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 17723998 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Cross Liab Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Deductible: None	Y	N	7014856125	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	7014842659	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	7014841883	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ XXXXXXXX
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7014842824(AOS) 7014842810(CA)	5/1/2021 5/1/2021	5/1/2022 5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D A A	Prof/Poll Liab Bus Per Prop Leased/Rented Equip	N	N	AEC-9044114-05 7014856125 7014900785	5/1/2021 5/1/2021 5/1/2021	5/1/2022 5/1/2022 5/1/2022	Ea Claim/Agg \$10mil/\$20mil Limit \$19,429,515 Limit \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Campbell Park StHelens-5-01. The city, its officers, agents and employees are included as additional insureds if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. A 30-day notice of cancellation is included if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER

CANCELLATION See Attachments

17723998
 City of St. Helens
 City Administrator
 265 Strand Street
 St. Helens OR 97051

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
 then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance

CNA75079XX (10-16)

Policy No: 7014856125

Page 1 of 2

Effective Date: 05/01/2021

Insured Name: NV5 Global, Inc

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
--

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.
--



It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date: 05/01/2021

Policy No: 7014856125, 7014842659, 7014841883

CNA

**CNA71526XX
(Ed. 10/12)**

ADDITIONAL INSURED ENDORSEMENT - CONTRACTUAL OBLIGATION

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

AS REQUIRED BY CONTRACT

1. Paragraph A.1. Who Is An Insured of Section II - LIABILITY COVERAGE is amended to include as an additional insured the person or organization scheduled above, but only if you are required by "written contract" to make that person or organization an additional insured under this policy.

2. The insurance provided to the additional insured is limited as follows:

- a. The person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of a covered "auto" and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
- b. The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
- c. We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:

- (1) Required by the "written contract"; or
- (2) Afforded to you under this policy.

3. Condition 2. Duties In the Event of Accident, Claim, Suit or Loss of Section IV - BUSINESS AUTO CONDITIONS

is amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- a. Give us written notice of an "accident" which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- b. Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
- c. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- d. Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the "written contract" requires this insurance to be primary and non-contributory, this provision d. does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a "suit."

4. Only for the purpose of the insurance provided by this endorsement, SECTION V - DEFINITIONS is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

Policy No: 7014842659

Effective Date: 5/1/2021

Insured Name: GeoDesign Inc. / NV5 Global, Inc.

CNA71526XX (Ed. 10/12)

**ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY**

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE**Name of Additional Insured Persons Or Organizations**

AS REQUIRED BY CONTRACT

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

POLICY NUMBER: 7014842659

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: NV5 Global, Inc

Endorsement Effective Date: 05/01/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE SUCH RIGHT OF RECOVERY IN A WRITTEN CONTRACT OR AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CC68021A (02-2013)
Endorsement Effective Date: 05/01/21

Policy No: 7014842824; 7014842810

CNA

**POLICY NO: 7014842824
WORKERS COMPENSATION**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations. All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC00 03 13 (04-1984)

Endorsement Effective Date: 5/1/2021

Policy: 7014842824

CNA

WORKERS COMPENSATION

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver
☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: Waiver of Subrogation Operations

Premium:

The premium charge for this endorsement shall be premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

1. Advance Premium: Waiver of Subrogation Advance Premium

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No:WC.:42 03 04 B (06-2014)
Endorsement Effective Date:05/01/2021
Policy No. 7014842824

CNA

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 43 03 05 (07-2000)

Endorsement Effective Date: 05/01/2021

Policy No. 7014842824



Workers' Compensation

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is Blanket Waiver of Subrogation Percentage Charge%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Berkley Insurance Company**Notice of Cancellation to Certificate Holder(s) Endorsement**

In consideration of the premium paid for this Policy, it is understood and agreed that Section VII, Conditions, H. Notice of Cancellation, is amended by adding the following provision:

In the event this Policy is to be cancelled by you or by us, we agree to give thirty (30) days prior notice to the certificate holder(s) with mailing addresses on file with the agent of record.

This provision does not apply if cancellation is due to nonpayment of premiums to us or to a finance company authorized to cancel this Policy.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to the **Policy Period** stated in Declarations, Item 2.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us or our agents or representatives.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured NV5 Global, Inc.		Policy Number AEC-9044114-05	
Effective Date of This Endorsement 05/01/2021		Authorized Representative	

Berkley Insurance Company**Change Endorsement****Other Insurance**

In consideration of the premium paid for this Policy, it is understood and agreed that Section VII. Conditions, I. Other Insurance is deleted and replaced with the following:

I. Other Insurance

If there is other collectible insurance, including but not limited to other professional liability insurance or project specific insurance, that applies to a **Claim** covered by this Policy, the other insurance shall be primary and this Policy shall be excess over the other insurance, unless the other insurance is written specifically excess of this Policy. This Policy will then apply to the amount of the **Claim** that exceeds the available limits of liability and any deductibles or retention amounts of the other insurance, as well as the Deductible under this Policy. If such other insurance has a duty to defend a **Claim** or assumes the defense of a **Claim**, this Policy shall not be obligated to defend that **Claim**.

Solely as respects Insuring Agreement B — Contractor's Pollution Liability, when required in a signed, written agreement executed prior to the report date of a **Claim**, this policy shall be primary to other collectible insurance that applies to those **Claims** resulting from the performance of your **Contractor Services**. Any other collectible insurance that applies to a **Claim** covered by Insuring Agreement B shall be excess and non-contributory.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured NV5 Global, Inc.	Policy Number AEC-9044114-05
Effective Date of This Endorsement 05/01/2021	Authorized Representative

BERKLEY INSURANCE COMPANY

2. The each Claim limit shown in Item 3A of the Declarations is the most we will pay for the sum of all Damages and Claim Expenses arising out of any single Claim. Two or more Claims considered a single Claim shall collectively be subject to the each Claim limit of liability shown in Item 3A of the Declarations.
3. The each Claim limit is the most we will pay for the sum of all Damages and Claim Expenses arising out of any single Claim regardless of how many Insuring Agreements may apply to such Claim.
4. The Policy Year Aggregate limit shown in Item 3B of the Declarations is the most we will pay for the sum of all Damages and Claim Expenses for all Claims made and reported during each Policy Year.
5. The payment of Damages and Claim Expenses will reduce the each Claim limit.

F. Deductible

You must pay the Deductible for Claim Expenses and Damages covered by this Policy before we are obligated to make any payment under the each Claim limit. The Deductible must be paid from your own account, and payments by other parties or insurers on your behalf shall not satisfy the Deductible. We have the right to determine the reasonableness of Claim Expenses that qualify to satisfy the Deductible. The Deductible for each Claim is set forth in Item 4A of the Declarations. The Policy Year Aggregate Deductible shown in Item 4B of the Declarations is the most the Named Insured must pay as a Deductible for the sum of all Claims made and reported during each Policy Year.

G. Deductible Credits

1. Mediation Credit: Your Deductible obligation may be reduced by 50%, subject to a maximum reduction of \$15,000 if you agree with our decision to use Mediation and the Claim is fully and finally resolved by such Mediation.
2. Risk Management Credit: Your Deductible obligation may be reduced by 50%, subject to a maximum reduction of \$25,000 if prior to the report date of a Claim, there is a signed, written and enforceable agreement for the Professional Services involved in the Claim, and it includes a clause limiting your liability to \$250,000 or less.
3. First Claim Deductible Credit: If the first Claim you ever report to us is made against you:
 - a. Greater than 24 months after the Knowledge Date shown on the Policy Declarations, then your Deductible obligation for that Claim may be reduced by 25%, subject to a maximum reduction of \$40,000; or
 - b. Greater than 36 months after the Knowledge Date shown on the Policy Declarations, then your Deductible obligation for that Claim may be reduced by 50%, subject to a maximum reduction of \$40,000.

If more than one Deductible Credit applies, your Deductible obligation will be reduced by 50%, subject to a maximum reduction of \$50,000.

H. Notice of Cancellation and Nonrenewal

This Policy may be canceled by the Named Insured identified in the Declarations, by surrender of the Policy to us or our authorized representative or by giving us written notice stating when, thereafter, such cancellation shall be effective. We will not cancel this Policy except for nonpayment of premium, fraud or material misrepresentation in procuring this insurance or in relation to any Claim, or changes in law affecting this Policy. If we cancel this Policy, we will mail or deliver to the first Named Insured, on behalf of all Insureds, written notice of cancellation. We will provide you at least ten (10) days-notice before the effective date of cancellation if we cancel for nonpayment of premium. If we cancel for any other reason, we will provide at least sixty (60) days-notice before the effective date of cancellation. If this Policy is canceled, we will send the first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

We will give you written notice sixty (60) days prior to the expiration of this Policy if we do not intend to renew this insurance subject to any state requirements. The notice will include our reason for nonrenewal. Proof of mailing will be sufficient proof of notice.

I. Other Insurance

If there is other collectible insurance, including but not limited to other professional liability insurance or project specific insurance, that applies to a Claim covered by this Policy, the other insurance shall be primary and this Policy shall be excess over the other insurance, unless the other insurance is written specifically excess of this Policy. This Policy will then apply to the amount of the Claim that exceeds the available limits of liability and any deductibles or retention amounts of the other insurance, as well as the Deductible under this Policy. If such other insurance has a duty to defend a Claim or assumes the defense of a Claim, this Policy shall not be obligated to defend that Claim.

J. Subrogation

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery against any person or organization. You must do everything reasonably necessary to secure such rights and must do nothing after a Claim is made to jeopardize them. We hereby waive our subrogation rights against a client of yours to the extent that you had, prior to a Claim or Circumstance, entered into a written agreement to waive such rights. Any recovery shall first be paid to us up to the extent of any Damages or Claim Expenses paid by us and the balance shall be paid to you.

K. First Named Insured as Sole Agent

The first Named Insured in Item 1 of the Declarations will be the sole agent and will act on behalf of all Insureds for the payment or return of premium, receipt and acceptance of any endorsements, notices or provisions of this Policy, giving or receiving notice of cancellation or nonrenewal, the payment of any Deductibles, and to exercise the rights provided in Section Q Extended Reporting Period Option.

L. Alteration and Assignment

St. Helens Public Library Circulation Policy

How to sign up for a library card with the St. Helens Public Library

To sign up for any library card at the St. Helens Public Library (SHPL) we require proof of identity and proof of address. A valid **state driver's license, driver's permit, or identification card** with your current address may be used as both proof of identity and proof of address (this includes temporary IDs and IDs with address change stickers). Patrons age 16 or older must be present with their ID to sign up for a library card.

All cards ~~except business license cards are active for one year and~~ must be renewed by showing proof of identity and address.

1. Proof of Identity includes:
 - a. **Any state driver's license or permit**
 - b. **Any state identification card**
 - c. US Passport
 - d. US Military ID (with photo)
 - e. Green card
 - f. Tribal ID (with photo)
 - g. Oregon Concealed Handgun License

2. Proof of address must match the name on your proof of ID. **Digital forms of proof of address may be accepted on a case-by-case basis. Proof of address** can include:
 - a. **Any state driver's license or permit with current residential address**
 - b. **Any state identification card with current residential address**
 - c. Rental agreement
 - d. County tax statement
 - e. Utility bill
 - f. Voter registration card
 - g. Pay stub
 - h. Bank statement
 - i. Insurance statement or card
 - j. Vehicle title or registration card
 - k. First class mail

Card Types

Resident cards:

1. Resident cards offer patrons full borrowing privileges at no cost.
 - a. Checkouts may include:
 - i. Up to 10 DVDs or BluRays total
 - ii. Up to 50 of any other item in the library's collection total
 - iii. No more than 50 items total may be checked out on an account at any time.
 - b. Resident cards have full access to digital services (Library2go, Freegal, Flipster, etc.)
2. Resident status within St. Helens city limits is determined by local tax codes (tax codes 0201, 0202, 0291, and 0294)
3. To sign up for a resident card you will only need proof of identity and proof of address.
4. Residents may also sign up children and teens under 16 for *juvenile resident cards*. These accounts must be made by an adult who will act as the responsible party for the cardholder. Juvenile cards may be made by the responsible party at any time using their own proof of identity and address. Juvenile cards cannot check out Library of Things items or cultural passes, however checkout allowances for juvenile resident cards are otherwise the same as standard resident cards.
5. Both resident cards and juvenile resident cards must be renewed after **two years** from the date created by showing proof of address and identity.

Non-resident cards:

1. Those who live outside of the city limits of St. Helens as determined by local tax codes (codes 0201, 0202, 0291, and 0294) may sign up for a non-resident card with proof of identity and address.
 - a. Non-resident card fees are \$10 for a quarterly (3 month) card, and \$35 for a yearly (12 month) card. Non-resident fees are assessed per household and multiple cards may be created at no extra cost. The first card created will be considered the "primary" account to which other accounts are attached.
2. Non-resident cards offer the same checkout privileges and limits as resident cards:
 - a. Up to 10 DVDs or BluRays total
 - b. Up to 50 of any other item in the library's collection total
 - c. No more than 50 items total may be checked out on an account at any time.
3. Non-resident cards have full access to digital services (Library2go, Freegal, Flipster, etc.)

4. Non-residents may also sign up children and teens under 16 for *juvenile non-resident cards*. Juvenile cards must be associated with an adult who will act as a responsible party. Juvenile cards may be made by the responsible party at any time. Non-resident juvenile cards cannot check out Library of Things items or cultural passes, however checkout allowances for juvenile cards are otherwise the same as non-resident cards.
5. Non-resident cards must be renewed after their active period ends by providing proof of identity and address, as well as paying the appropriate fee (\$10 for a quarterly card, \$35 for a yearly card).
6. To create additional library cards attached to the primary account, all rules regarding proof of address and identity apply. The primary cardholder must be present to make additional cards, and will be considered the responsible party to all associated cards.

Passport cards:

Standard passport cards:

1. Passport cards are free, reciprocal library cards available through the Oregon Library Passport Program. Only people with an active library card at a participating library (your “home library”) may sign up for a passport card. A list of participating libraries is available at <https://www.olaweb.org/passport-directory>.
 - a. Checkouts may include:
 - i. Up to 10 Items (Books, DVDs, audiobooks, etc.) may be checked out on a passport account at any time.
 - b. Passport cards do not have access to cultural passes, Library of Things items, or some digital services (Library2Go, Freegal, and Flipster).
2. Items must be checked out and returned to their originating library.
3. To sign up for a passport card you will need to provide proof of identity and address, as well as your active “home library” card.
4. Passport cardholders may sign up teens under 16 for *juvenile passport cards*. Juvenile passport cards must be associated with an adult who will act as the responsible party. Juvenile cards may be made by the responsible party at any time. Limits for juvenile passport cards are the same as adult passport cards.
5. Both passport cards and juvenile passport cards must be renewed after one year from when they are created by showing their active home library card and proof of address and identity.

Scappoose passport cards:

1. Scappoose passport cards are free, reciprocal library cards available to cardholders of the Scappoose Public Library through the Oregon Library Passport program. Scappoose passport cards may only be made by active members of the Scappoose Public Library.
 - a. Checkouts may include:
 - i. Up to 10 DVDs or BluRays total
 - ii. Up to 50 of other items in the library's collection total
 - iii. No more than 50 items total may be checked out on an account at any time.
 - b. Scappoose passport cards do not have access to cultural passes, Library of Things items, or some digital services (Library2Go, Freegal, and Flipster).
2. Items must be checked out and returned to their originating library.
3. To sign up for a Scappoose passport card you will need to provide proof of identity and address, as well as your active Scappoose library card.
4. Scappoose passport cardholders may sign up children and teens under 16 for *juvenile Scappoose passport cards*. Juvenile passport cards must be associated with an adult who will act as the responsible party. Juvenile cards may be made by the responsible party at any time. Limits for juvenile passport cards are the same as adult Scappoose passport cards.
5. Both Scappoose passport cards and juvenile Scappoose passport cards must be renewed after one year from when they are created by showing an active Scappoose library card and proof of address and identity.

Business license library cards:

1. Non-residents who have a licensed business in St. Helens may qualify to register for a business license library card. Business licenses must be current in order to qualify for a business license library card. Please contact the library director for more details.
 - a. Checkouts may include:
 - i. Up to 10 DVDs or BluRays total
 - ii. Up to 50 of any other item in the library's collection total
 - iii. No more than 50 items total may be checked out on an account at any time.
2. Business license library cards are active until the end of the calendar year in which they were created, and must be renewed after that point by providing an updated business license.
3. To sign up for a business license library card, you must provide your proof of identity and **physical address** as well as an original copy of your current business license.
4. Business license library card holders may provide a letter listing the people who will be using the library card.

Library Usage Policies:

Cardholder rights and responsibilities:

1. The cardholder is responsible for returning all items checked out on time and in good condition.
2. The cardholder agrees to pay for any lost or damaged items.
3. Possession of a library card is considered permission to use that library card. Those whose names do not match the information listed on the account may not discuss what items are checked out on the account, discuss fees on the account, or make changes to account information. If you would like to allow these privileges to someone other than the cardholder, they must be made an *authorized user* by presenting their proof of identity while the cardholder is present.
4. Cardholders are expected to notify the library of a lost or stolen card or they will be held liable for any items checked out.
5. Proof of **identity (listed on pg. 1, #1)** may be used as an alternative to a library card
6. Cardholders must keep personal and contact information (address, phone number, e-mail, name changes etc.) up-to-date on their account.

Checkout periods:

1. The standard check-out period is 21 days for all items in the library's collection except cultural passes.
2. *Cultural passes* generally have a 3-day checkout period except when noted on their case.

Renewing items:

1. Items may be renewed for an additional 21 days up to 3 times.
2. Items cannot be renewed in the following cases:
 - a. If another patron has a hold on an item.
 - b. The item is marked "new."
 - c. The item is from the Library of Things or Cultural Pass collections.
 - d. The account has already reached the 3-renewal limit on the item.
 - e. The account meets any of the conditions listed below in "Checkout restrictions."

Checkout restrictions:

1. Cardholders may not check out any items and their account may be blocked if fines exceed \$10 or are older than 6 months.
2. Cardholders may not check out items if their account is expired until it has been renewed.
3. Lost or damaged items on an account will result in a blocked account until they have been paid for or returned.
4. Additional items may not be checked out if the total checkouts exceeds the total limit for the card type. DVD/BluRay limits will not prevent cardholders from checking out additional, non-DVD/BluRay items within their total item limit.
5. All accounts may be subject to a “relationship block” if any account with the same responsible party meets any of the previous conditions.

Placing holds:

1. Patrons may place as many items on hold as their card allows. Holds may include items currently checked out to another borrower or items currently available in the library.
2. Patrons will be contacted by phone or by e-mail when their holds are available to be picked up.
3. Patrons have up to 7 days to retrieve their hold, with the exception of cultural passes which may be held for 3 days. After that period the item will be taken out of hold status and shelved.

Purchase requests:

1. Patrons may submit a purchase request form for items that are not currently available at the library. The request will be processed based on the library's criteria (availability, pricing, publication date, etc.) and may be added at that time. If an item is added, the person who submitted the request form will have a first hold on that item. A purchase request is not a guarantee that an item will be added to the library's collection.

Interlibrary Loans:

1. Patrons may make interlibrary loan (ILL) requests on items that are not currently available in our collection, but are available at nearby libraries. An ILL request is not a guarantee that the item will be made available.
2. Patrons may have up to two ILL items at one time on their account.
3. Due dates for ILL items will be set based on due dates set by the lending library.
4. There is a postage fee of \$3 for all ILL items.
 - a. Items that are determined to be unavailable for ILL will have the \$3 postage fee refunded in full.
5. ILL items may not be renewed and will accrue overdue fines
6. Patrons may lose ILL privileges if items are not returned by their due date or are returned in poor condition.

Fines and Fees

Overdue fines:

1. Overdue fines are \$0.15 per day per overdue items.
 - a. Adult DVDs accrue fines of \$0.50 per day per item.
 - b. Cultural passes accrue fines of \$1.50 per day per item.
2. All items from the children's and young adult collections do not accrue overdue fees.
3. Overdue fines are capped at \$10 per item or at the replacement cost of the item, whichever is less.

Damaged items:

1. Damaged items are items that have been returned in a condition that prohibits them from being further circulated in the library's collection. Examples may include items that have been extensively water damaged, are moldy or have mildew, have been in contact with hazardous materials, or have been otherwise physically damaged beyond repair.
 - a. When possible, library staff will do their best to repair items returned with minor damage.
2. The replacement cost of damaged items is based on the list price of that item.
3. Patrons may keep damaged items they have paid for.
4. Damaged items will prevent a patron from checking out further items until the damaged item has been paid for.
5. We cannot accept replacement copies for damaged items.
6. The following is a sample letter notifying the cardholder of a damaged item:

Dear [Patron],

*Library materials that had been checked out on your card # **24018000XXXXXX** were recently returned to the library in damaged condition.*

*The item(s) listed below were returned to the library on **XX/XX/XXXX**. Due to damages to the materials, the library must assess a replacement cost for each item. Please note that there may be additional overdue fees which may have been charged to your account. If you have items out, they may not be renewed until this matter is resolved.*

The item(s) in question are:

[Item(s) listed along with the replacement cost(s)]

Please come to the library to make arrangements to pay these charges at your earliest convenience. If you are unable to pay the entire amount, please call and make arrangements for a payment plan.

Please understand that our intention is to maintain our library's collection by replacing lost or damaged materials. We will hold the items for viewing for 30 days. After that, they will be disposed of and no longer available for your inspection.

If you have questions, please contact me.

Sincerely,

[Staff member]

Lost items:

1. Overdue items receive three notices by mail or e-mail before they are considered lost. The item will accrue the corresponding late fee during this time. The timeline for the lost process is:
 - a. 1st notice: 1 week after the item is considered overdue
 - b. 2nd notice: 2 weeks after the item is considered overdue
 - c. Final notice: 3 weeks after the item is considered overdue.
 - i. At this time the item is considered "Lost" and the account will be prohibited from checking out or renewing items until the item is returned or paid for. The item will no longer accrue additional late fees.
 - ii. The final notice will always be sent by mail.
2. Items may be self-declared lost in situations where the patron is certain the book is irretrievable and is ready to pay for the item at that time.
3. Lost items must be either returned in good condition or paid for in order to reinstate borrowing privileges.
4. Once an item is paid for, there is a 3 month period during which the cost of a lost item may be refunded if it is returned in good condition.
 - a. In order to receive a refund, the patron must provide both the original receipt and the orange "lost item" slip they received at the time of payment.
 - b. Late fees accrued on a lost item will not be refunded if the item is returned
5. Sample overdue notice letter:

"You have items overdue. If this is not your final notice, you may renew your items online at www.ci.sthelens.or.us/library or by telephone 503.397.4544. Please note you may have additional overdue fines not listed on this notice."

- a. There will also be an itemized list of the overdue items, as well as an indication of 1st/2nd/final notice.
- b. Final notices will have a red "final notice" stamp at the top.

6. *Collections*: Items that have not been returned within 6 weeks of their due date may be sent to collections.
 - a. The item is considered “lost” 3 weeks after the item is overdue.
 - b. Patrons may be sent to collections for library materials. A notice will be sent out at 4 weeks overdue, notifying the patron that they have 14 days to return or pay for outstanding materials.
 - c. The following is a sample letter reminding the patron about outstanding materials or fines which may be sent to collections:

Dear [Patron],

*The purpose of this letter is to remind you that you have outstanding materials from the St. Helens Public Library checked out on card number **24018000XXXXXX**. These items are now in “Lost” status. Please return the following items in good condition to the St. Helens Public Library or pay the replacement fees within 14 days to avoid this account balance being turned over to a collections agency.*

[Item(s) listed along with the replacement cost(s)]

If you have any questions, please do not hesitate to contact the St. Helens Public Library at (503)-397-4544.

*Respectfully,
St. Helens Public Library*

Complete list of fines and fees:

1. Overdue adult books, magazines, audio records, and CDs: **\$0.15 per day**
2. Overdue adult DVDs: **\$0.50 per day**
3. Overdue cultural passes: **\$1.50 per day**
4. Interlibrary loan postage fee: **\$3.00**
5. Lost and damaged items: **List price**
6. Cultural pass replacement: **\$30**
7. Lost card replacement: **\$2**
8. Lost or damaged CD and DVD cases: **\$5**
9. Lost or damaged CD and DVD inserts: **\$7**
10. Barcode label replacement: **\$2**



CITY COUNCIL MEMO**TOPIC: AMERICAN RESCUE PLAN ACT FUNDS (ARPA FUNDS)****ACTION: FOR APPROVAL****DATE: 7-21-2021**

BACKGROUND

American Rescue Plan Act (ARPA) funding to the State of Oregon is approximately \$4.2 Billion. Funds are allocated per-capita to each city/county. **St. Helens is allocated \$3,049,921.17** through the formula. This amount is estimated by the League of Oregon Cities to be used for planning purposes. The money must be used in eligible categories related to COVID-19 response and recovery for the period **March 3, 2021 through December 31, 2024.**

Eligible uses:

- **Support public health expenditures:** funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff.
- **Address negative economic impacts caused by the public health emergency:** economic harms to workers, households, small businesses, non-profits, impacted industries, children and families, and the public sector.
- **Replace lost public sector revenue:** provide government services to the extent of the reduction in revenue experienced due to the pandemic.
- **Provide premium pay for essential workers:** offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors.
- **Invest in water, sewer, and broadband infrastructure:** investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Ineligible Uses:

- Reducing taxes by legislation, regulation or administration.
- Deposits into pension funds.
- Payments of outstanding debt or costs associated with issuing new debt.
- Payments of settlements or judgments.
- Replenishing rainy day funds.

<u>ITEM DESCRIPTION</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>TOTAL</u>	<u>GOAL - STRATEGIC PLAN</u>
<u>Addressing negative impacts - families/community</u>					
Parks & Rec Admin Assistant (1.0 FTE)	85,000	85,000	85,000	\$255,000	3 - Livable and Safe Community
Parks & Rec Building Renovation	75,000	-	-	\$75,000	3 - Livable and Safe Community
Parks & Rec Program Specialist	75,000	75,000	75,000	\$225,000	3 - Livable and Safe Community
Library Activities (Staff/Programs)	100,000	100,000	-	\$200,000	3 - Livable and Safe Community
				\$755,000	
<u>Addressing negative impacts -Small business support</u>					
Main Street Coordinator (.50 FTE)	30,000	30,000	30,000	\$90,000	4 - Economic Development
Small Business Center Assistance	20,000	20,000	10,000	\$50,000	4 - Economic Development
				\$140,000	
<u>Revenue Replacement</u>					
General Fund	315,000	315,000	315,000	\$945,000	1 - Effective & Efficient Organizaiton
<u>Infrastructure - Water/Wastewater/IT/Broadband</u>					
Industrial Business Park	400,000	-	-	\$400,000	4 - Economic Development
Water & Sewer Infrastructure	230,000	200,000	-	\$430,000	4 - Economic Development
IT Specialist (Pays for .75 of 1.0 FTE)	100,000	100,000	100,000	\$300,000	1 - Effective & Efficient Organization
Broadband Study	80,000	-	-	\$80,000	4 - Economic Development
				\$1,210,000	
TOTAL	1,510,000	925,000	615,000	\$3,050,000	
		ARPA Allottment	\$3,049,921		
		Remaining Funds	(\$79)		

City of St. Helens
Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 4th day of August, 2021 are the following Council minutes:

2021

- Special Session Minutes dated July 14, 2021
- Work Session, Executive Session, and Regular Session Minutes dated July 21, 2021

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

City of St. Helens

CITY COUNCIL

Special Session Minutes
July 14, 2021

Council Members Present: Rick Scholl, Mayor
 Doug Morten, Council President
 Patrick Birkle, Councilor
 Jessica Chilton, Councilor

Council Members Absent: Stephen R. Topaz, Councilor

Staff Present: John Walsh, City Administrator
 Kathy Payne, City Recorder
 Crystal King, Communications Officer
 Shanna Duggan, Parks & Recreation Manager

Others:	Casey Garrett	Howard Blumenthal	Rob & Amanda Renner
	Roy & Jan Reed	Lawrence Wait	Maria Elena Alvaro
	Carmin Dunn	Sandy Salisbury	Linda Sheffield
	Autumn Oliver		



6:02PM – Call Special Session to Order – Mayor Scholl

Citizen's Day in the Park Planning Meeting

McCormick Park Pavilion

Citizen's Day in the Park is scheduled for Saturday, August 7 from noon to 3:00 p.m.

Mayor Scholl listed off the donation commitments he currently has:

Sunshine Pizza	Pasta salads
IGA	Hamburgers, hot dogs, buns, BBQ, pot for hot dogs
Safeway	Chips and cookies
Skinny's	Bottled water
Stan's Refrigeration	Bags of ice

Mayor Scholl said that Highway 30 Cruisers is committed to having a car show. The National Guard is interested in being there. Don's Rentals usually will donate tables and chairs. Shanna Duggan said that she has reached out to the Columbia River Fire & Rescue and Dutch Bros. but hasn't heard back yet. American Heritage Girls, who has helped out every year, is also willing to volunteer but they have another commitment that day, as well. There will be a band setting up under the Veterans' shelter.

Mayor Scholl said that anybody who wants to be involved can be. There are no fees. We just ask that anybody who charges something to discount your prices to the community.

The grand opening of the new McCormick Park playground will be on this day as well. It's going to be a big day.

Rob Renner with Highway 30 Cruises asked where they will be parking the cars for the car show. He would ideally like them to park in the grassy area behind areas 1 and 2, behind the pavilion and veterans' memorial area. Councilor Chilton asked how many cars would be in attendance. Renner said that he really doesn't know. Councilor Morten thought it was a good idea to get them out of the parking lot but that there should be someone accountable for parking the cars and then directing traffic when they leave the area. Renner said that that is part of what they do. They will attract more car show participants if the cars are getting parked in an area with some shade, so, this area is good. He anticipates a good showing because since COVID had everyone inside, there are a lot of people who want to get out. Mayor Scholl asked Renner to reach out to Les Schwab to arrange for the awards for the car show. Renner assured everyone that they will take care of anything related to the cars.

Mayor Scholl said that this year's event is likely to draw a big crowd with the opening of the new playground equipment. Blaze, the mascot for the Portland Trail Blazers basketball team, will be in attendance. (The City received a grant from the MODA Assist program to assist with the purchase of the all-abilities playground equipment.) There's no guarantee that any actual Blazer players will be attending.

Duggan said that vendors will be set up in the parking area. There may be up to 30 vendors. The food will be served under the pavilion. First responder vehicles will be over in the parking area closest to the exit for easy exit in case of an emergency.

After some discussion it was decided that volunteers and vendors should arrive around 10:00 a.m. to set-up; begin cooking at 11:00 a.m.; grand opening ceremony at 11:45 a.m.; and be ready to serve food by noon.

Duggan will try to get a portable basketball hoop.

Duggan, Renner, and Councilor Chilton will work together on a layout for the whole event. Renner has some experience with this and offered his services.

Anybody interested in participating or volunteering should contact Lisa Scholl at the City, no later than July 30.

Crystal King will be taking care of all of the press releases and social media posts.

Duggan said that we can do the sand pile again this year. She is also thinking about doing a fun run to get people to explore the park. She said that Barlow Bikes will be here and handing out helmets to children.

Mayor Scholl said that the Council typically uses their discretionary funds for some of this event. He suggested that we reach out to the local 4H Club and see if, for a \$200 donation, they would come out and hold a petting zoo at the event. He wanted the Council's approval. Council President Morten asked that this request be brought up at the next Council meeting for consideration.

Mayor Scholl asked everyone if they knew of any other businesses that would like to donate anything to the event, to please let him know.

Council President Morten expressed a concern about the quantity of food this year, remembering that last time, we ran out of food. Mayor Scholl said that the Council may need to use some of its money to buy more food. Duggan said that she believes there will be a lot of people here

with the playground opening and the fact that COVID precautions have been lifted. With that many people, it might be a good idea to spread out the cooking into more than one location. She suggested that we might need to use the 13 Night's trailer and some canopies.

Mayor Scholl said that if anybody can think of any other food sources that would be willing to donate, to ask the business or let him know.

Duggan emphasized the need for volunteers. There's a lot of moving parts and we need as many people as possible to help out.

Adjourn - There being no further business, the meeting adjourned at 6:35 p.m.



ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL WORK SESSION

Wednesday, July 21, 2021

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

John Walsh, City Administrator
 Matt Brown, Deputy City Administrator
 Kathy Payne, City Recorder
 Mouhamad Zaher, Public Works Director
 Brian Greenway, Police Chief
 Joe Hogue, Police Lieutenant
 Jose' Castijella, Police Sergeant
 Dustin King, Police Corporal
 Kolten Edwards, Police Officer

Jacob Graichen, City Planner
 Rachael Barry, Government Affairs Specialist
 Mike De Roia, Building Official
 Amy Lindgren, Municipal Court Judge
 Bill Monahan, City Attorney
 Tina Curry, Event Coordinator
 Jesse Templin, Utility Worker II
 Jamie Edwards, Administrative Billing Specialist

OTHERS

Jennifer Anderson
 Carl Coffman
 Connor Delaney

CALL WORK SESSION TO ORDER – 1:01 p.m.

VISITOR COMMENTS - Limited to five (5) minutes per speaker

Mayor Scholl introduced Carl Coffman and talked about the Conex box housing project on N. 7th Street.

- ◆ Carl Coffman. Distributed project information to the Council. A copy is in the archive packet for this meeting. They are on project number 40 right now and have learned ways to improve through those builds. They will be featured at the Street of Dreams in Portland. They have run into an issue of spray foam being unavailable, which is used to reduce sound between multi-family units. These are one-bedroom, 640 square foot units. He hopes to be done by September. Council is welcome to come look at them. Government has available land for affordable housing, and this is a way to use it. He was hoping to sell each unit for \$125,000-150,000. Unfortunately, due to the rise in costs, it will be closer to \$185,000-200,000.

DISCUSSION TOPICS

1. Employee Length of Service Recognition - Jesse Templin (15 years) & Jamie Edwards (5 years)

Two employees have reached milestones in their employment with the City of St. Helens.

15 Years

Jesse Templin began working for the City on July 10, 2006, as a Utility Worker I. In 2012, he moved into the Utility Worker II position, where she still serves today.

5 Years

Jamie Edwards began working for the City on July 5, 2016, as a Utility Billing Specialist. In 2017, her title was changed, and duties added to include court payments. Then in 2020, her title was changed again to encompass all her duties as an Administrative Billing Specialist, where she still serves today.

Congratulations, Jesse and Jamie, and thank you for your service!

2. Request from Habitat for Humanity - Jennifer Anderson, Executive Director

Jennifer Anderson reviewed her request and talked about the Habitat for Humanity organization. A copy is included in the archive packet for this meeting. Habitat for Humanity is preparing to build a house at the corner of S. 8th Street and Plymouth Street. The sidewalk fee in-lieu-of is \$22,541.25 and System Development Charges is \$15,412.48. She is requesting the City use ARPA funds to cover those costs.

Discussion of fees. Deputy City Administrator Brown explained that the Council cannot legally waive SDC fees. The funds would need to come from another source. Government Affairs Specialist Barry talked about the sources of funding she has been investigating. City Planner Graichen provided background information. The Code allows the City to require the sidewalk be installed or allow a fee in-lieu-of.

Council will discuss the request at the regular session.

3. American Rescue Plan Act (ARPA) Spending Recommendations - John/Rachael

City Administrator Walsh & Government Affairs Specialist Barry presented the recommendations. A copy is included in the archive packet for this meeting. The recommendations align with the City's Strategic Plan and responds to the COVID pandemic and recovery. They have learned a lot about the impact on families, businesses, and the City team. Investing heavily in the Recreation Center and Library activities addresses educational disparities.

Councilor Topaz asked about the Industrial Business Park line item and if those funds can be used for the toxic dump cleanup. Barry has not seen that as an eligible or recommended use. They will be looking for funds to address that. Mayor Scholl clarified that Boise and OfficeMax is responsible for that cleanup. Council President Morten added that as long as they continue operating the industry on that property, there is no cleanup that can start. Walsh said there is an indemnification with OfficeMax, a parent of Boise, to clean it up to the desired standard. OfficeMax is in negotiations with DEQ about that property. The DEQ liaison has been in communication with Barry. They will be issuing a timeline by the end of this year. Discussion ensued about that property.

Councilor Chilton pointed out the Mainstreet line item and thought it was already being funded. Barry explained that it is an eligible use and directly related to recovery. Brown added that the funds will pay for a part-time staff person. That is money from the General Fund or Community Development Fund that will not have to be used. The ARPA funds were already added to the Budget in anticipation of them being received.

Councilor Chilton pointed out the \$80,000 line item for a Broadband study. Brown talked about the initial presentation and study done. The study listed is to move forward with the next study. They will report the study results back to Council to be directed whether or not to proceed.

Councilor Chilton asked about the funds for Parks & Recreation. What types of projects are they working on? Barry explained that it includes the renovation and upgrade for the new building, administrative assistant, and program specialist. The impact of the Parks & Recreation programs has been instrumental to the community during the pandemic. They were out in the community providing hotspots, take-home kits, outdoor activities, etc. It falls under addressing educational disparities.

Council President Morten expressed his appreciation of the Strategic Plan Goal for each line item being included.

Councilor Birkle requested the funds that were designated for Mainstreet be used to help support families with housing and nutrition. Council President Morten talked about Mainstreet being part of Economic Development. If you take away from Mainstreet to support families, it will change to Goal 3 Livable and Safe Community. Councilor Chilton suggested taking from Parks & Recreation instead of Mainstreet. Barry reminded them to consider these funds from a City role. They will be coordinating with other nonprofit partners who will be receiving funds as well, such as Community Action Team.

6. Presentation on City Docks - *Lt. Hogue and Corporal King*

Lieutenant Joe Hogue and Corporal Dustin King reviewed their presentation. A copy is included in the archive packet for this meeting.

They met with the Port of Brookings who had issues in the past and were able to clean it up and offer recommendations. Hogue pointed out that the oversight is not handled by their Police Department.

Recommendations from City of Brookings:

- Increased oversight
- Update Ordinances to an enforceable level
- Kiosk for dock registration
- Camera installation

Options for the City:

- Create an oversight position
- Expand existing position
- Acquire City boat

King talked about the enforcement issue they have at Sand Island. The Police Department has no direct access to the Island. They have had to utilize transportation from citizens which is not acceptable. He equated it to handcuffing a violator and putting them in the back of someone's personal vehicle. Training for marine patrol is 40 hours. Without the proper equipment and training, the City can only respond if it's a life-or-death situation on the Island.

Council President Morten asked if they are requesting the purchase of a boat. Hogue responded that they do need the proper tools if they are responsible for enforcement. Chief Greenway talked about the difference between dock enforcement and Sand Island enforcement. He is in favor of a kiosk automated system at the docks to reduce staff time and recommends it be installed before Christmas Ships. He also recommends Parks & Recreation take over the dock oversight and call the Police Department when enforcement is needed. As far as Sand Island, the city is at an extreme risk by having a park that is not properly policed.

Councilor Birkle arrived in-person at 2:31 p.m.

Discussion ensued about enforcement of boats on the docks. The City cannot do anything with the boat for at least 10 days after a citation is issued.

Councilor Chilton agrees with the kiosk. She questioned the security the Sand Island lease holder provides. Mayor Scholl explained that the lease holder is responsible to transport officers to and from the Island. Discussion ensued on re-addressing that responsibility.

Discussion ensued about duties and liability. City Attorney Monahan recommended further investigation and discussion with the City's insurance, CIS. He also recommends beginning with a kiosk.

Greenway directed King to investigate Sand Island and CIS to discuss liability. He suggested City Hall staff investigate the kiosk.

4. Annual Report from City Auditor - Pauly, Rogers, PC

Connor Delaney reviewed the audit process and report. A copy is included in the archive packet for this meeting.

Councilor Chilton referenced the negative balance in the visitor and tourism fund. Brown talked about the way tourism operates on an event basis versus the way the City operates on a fiscal year. The City has had to provide a loan in one part of the fiscal year and then get reimbursed in the next fiscal year. There is a plan to create a committee to help oversee E2C and staff on reporting revenues and expenses within the Visitor and Tourism Fund. They are going to meet regularly to discuss issues and what can be fixed. They hope it is not an issue in the future. Walsh added that improved communication and oversight will be valuable. Council President Morten appreciates the additional oversight. He suggests a Council member be involved in the oversight as well. Walsh pointed out that tourism is under Administration. Brown reported that meetings are going to be held on Thursdays at 1 p.m., so it may be difficult for Council participation.

Councilor Topaz requested an audit of Tourism several years ago. Would that have helped in this case? Brown explained that the oversight committee will be able to address some of the revenue and expenses. They are also planning to do an inventory review and document what they have.

Councilor Birkle did not think an audit was needed in the past. However, they are in a position that they need to increase oversight and control.

Council President Morten brought up the difference between tourism and community events. There needs to be accountability.

Brown said an audit was done of the Public Works hours spent on tourism activities and nothing was done with it at that time. It can be done again. He agreed that Council needs to determine what events are tourism and what events are considered City events.

Councilor Chilton wants to see tourism cleaned up and a motion on tonight's agenda to go out for an RFP for tourism production management. Mayor Scholl said she can bring that up during work session action items. Discussion ensued about the RFP. There is a current RFP that can be used as the base. Walsh will bring it back to the Council for review and amendments.

Mayor Scholl expressed that the return on tourism investments for our citizens have been phenomenal. The City is spending money but businesses are profiting. Council President Morten added that the Council needs to understand E2C's roll, both seen and unseen.

Conor talked about the negative tourism funds balance. It was likely affected by COVID and the loss of revenue.

Councilor Topaz asked about the rent money from the marijuana facility on the mill site. Does that show up on the audit? Conor referred to management with that question. There is a line item for marijuana fees. Walsh explained that about \$16,080 is received from the contract payment and community benefit fees. Brown added that it goes into the Community Development Fund. It will not likely be displayed as a line item in the report because the auditors categorize everything broadly.

Break - 3:23 p.m.**5. Finance and Municipal Court Semi-Annual Report - Matt**

Municipal Court Judge Lindgren reported that Court is going very smoothly.

- They are back in full operation.
- Two jury trials were scheduled, but neither one happened.

- The LEDS 2020 transition has been fully executed, which links to the Oregon State Police database system. That allows them to switch functions from mail to electronic submission. The City is also moving to E-tickets.
- Truancy Court has not moved forward. She hopes to see it move forward when school resumes. She oversees Truancy Court in Gladstone, which will help. It is more of an outreach with parents and kids.

Brown reviewed the revenue and expenses in his report. There is an increase in expenses to pay for the new E-ticket software.

Brown reviewed City Prosecutor Erskine's report. He requested distributing forms for feedback on his work. Council concurred.

7. Building Division Semi-Annual Report - *Mike*

Building Official Mike De Roia reviewed his report. A copy is included in the archive packet for this meeting.

- 623 permits issued
- 241 plan reviews
- John Hicks was hired and has helped conduct 3,083 inspections
- 3.4 FTE
- Building, planning, and engineering collaborate regularly
- E-plan review project
- Code updates
- Training and continued education
- Reviewed current and upcoming projects

8. Review Proposed Hazard Mitigation Plan Update - *Mike*

De Roia reviewed the plan. A copy is included in the archive packet for this meeting. It is a collaboration with Columbia County and all the cities within the County. It boosts available funding when a disaster happens. It is updated every five years.

9. Review Proposed Job Description for Administrative Assistant - Parks & Recreation

Continued to tonight's meeting.

10. Strategic Action Plan Updates

Continued to tonight's meeting.

11. City Administrator Report

Continued to tonight's meeting.

ADJOURN – 4:01 p.m.

EXECUTIVE SESSION

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens

CITY COUNCIL

Executive Session Summary

July 21, 2021

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

Staff Present: John Walsh, City Administrator
 Matt Brown, Assistant City Administrator
 Kathy Payne, City Recorder
 Bill Monahan, City Attorney
 David Rabbino, City Attorney

Others: None



At 4:02 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- **Consult with Counsel/Potential Litigation**, under **ORS 192.660(2)(h)**
 - Update on the litigation with Cascades Tissue.
- **Real Property Transactions**, under **ORS 192.660(2)(e)**
 - Update on potential sale of City-owned lots on 10th and 12th Streets.
 - Update on City-owned house off 12th Street and Old Portland Road.
 - Update on City-owned Millard Road property.

The Executive Session was adjourned at 4:39 p.m.



ATTEST:

 Kathy Payne, City Recorder

 Rick Scholl, Mayor



COUNCIL REGULAR SESSION

Wednesday, July 21, 2021

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

John Walsh, City Administrator
 Matt Brown, Deputy City Administrator
 Kathy Payne, City Recorder
 Tina Curry, Event Coordinator

OTHERS

Art Leskowich	Jane Garcia	Russ Low	Christina Sullivan
Brady Preheim	Jennifer Pugsley	Missie Low	Tommy Sullivan
Jill Gilbreath	Molly Matchak	Tammy Maygra	

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

PLEDGE OF ALLEGIANCE

Mayor Peterson led the pledge of allegiance.

The Councilors read the Council Mantra.

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

- ◆ Jill Galbreath. There was a memorial plaque at the city docks for her grandfather, former Mayor Frank Corsiglia, since 1984. She has been researching archives to find information about the memorial. Her grandmother was given the option of renaming the McCormick Park Japanese Gardens or 6th Street Ballpark after him. He had a dream for the Waterfront and her grandmother chose the docks for placement of a plaque in his memory. The plaque was on a wooden base that rotted. It was removed when it broke, which was at the same time as construction in the park. She found it about a year ago and was told by Parks staff that it was going to be replaced. Now she's being told that it would have to be approved by Council to be re-mounted, which she is requesting.

Councilor Topaz reported that it was taken down by SHEDCO in 2010 because it was in poor condition. It would need to be removed from the plywood and re-mounted. He suggested mounting it on the lighthouse.

Mayor Scholl informed Jill that they will investigate it further and get it placed.

Jill thanked the Council and requested it be visible to her children.

- ◆ Brady Preheim. He complained about the meeting link being removed from the agendas. It took him a long time to find it on the website. He is unhappy with the way the ARPA funds are being spent, particularly the \$755,000 for staffing and building renovations at the Recreation Center. Council lied and said that no money was needed to refurbish that building. How much will be used to renovate the building?

Mayor Scholl explained that the building is sound, but the heating and A/C would be a part of that cost. It is an investment into our children and our community that meets the criteria of the funds. Brady argued that it is still money, which the Council said they did not need to spend. Mayor Scholl further explained that they did not have allocated funds that were available at the time that was said. Council President Morten added that General Fund money is not being spent.

Brady clarified that he wants to know what they are doing and how much they are spending. Councilor Birkle pointed out the ARPA request in the work session agenda packet lists the renovation at \$75,000.

Brady compared the tourism deficit to Black Friday. Businesses run on a deficit until they make a profit on Black Friday. Most of the tourism funds come from Spirit of Halloweentown in October. Tourism has always made money. There is no reason the Council should have concerns about that. If they have questions, they need to go to the tourism director and ask. He wants to see Council show respect and follow their Mantra. There are a lot more important things than tourism to be concerned about.

Mayor Scholl agreed that tourism is thriving.

- ◆ Tammy Maygra. The tourism director has done a remarkable job. It's also an opportunity to support non-profits during events. Years ago, the Council was very supportive and happy about what was happening with tourism. Now that it's going well, the Council wants to "cut her off at the knees." Councilor Birkle stated that \$75,000 from ARPA funds was to going to be used for the repair/renovation of the new Recreation building. How much money will be used on the two new staff members?

Brown referred to the ARPA report.

- \$75,000 Recreation building renovation
 - The HVAC system is 17 years old, so the intent is to earmark between \$15,000 – 17,000 for that project when it fails in the future.
 - The remaining funds will be earmarked for renovations that come up in the near future.
- Two staff positions are being recommended for Parks & Recreation
 - \$255,000 for an Administrative Assistant over the next three years
 - The job description is on tonight's agenda for approval.
 - The position will assist Parks & Recreation Manager Shanna Duggan with all the paperwork processing.
 - It is a permissible expense for youth programs with ARPA funds.
 - \$225,000 for a Recreation Specialist over the next three years
 - This position will be in charge of putting on youth programs all year.
 - \$200,000 for Library activities over the next two years
 - Aid in growing the Makerspace for youth

Tammy referred to a public records request for the Parks & Recreation Manager recruitment. There were about 29 applicants. Most of the applicants had a bachelor's degree and more experience than Shanna Duggan. Shanna did not have a bachelor's degree, nor the experience to run a big Parks and Recreation Department. Why did the City include those requirements and then hire someone that did not have any of the requirements? Now the City is hiring an assistant because she is overwhelmed. Maybe they should have hired someone that had the degree or the experience. It is still taxpayer's money.

Council President Morten requested time to investigate and provide a thorough response.

Brown clarified that the minimum requirements was a bachelor's degree and/or five years of experience in recreation or activity planning.

Councilor Birkle and Mayor Scholl acknowledged the excellent job Shanna has done as the Parks & Recreation Manager.

- ◆ Molly Matchak. She owns Molly's Market. She opened 22 months ago on the day of the Halloween parade. She heard about 8,000 people were attendance. Her store opened at noon and closed at 7:20 p.m. because she ran out of everything. It was the best day ever for about a year. This past 4th of July, she broke a record because of tourism. Make it work and help it thrive. She loves her business and owns the building with her brother. Her brother owns a lot of real estate here. They are both invested. If Tina doesn't do this, who will take it on? People come from all over and talk about Halloweentown. There are businesses who can close for two months in the winter because they make so much money during October.
- ◆ Jennifer Pugsley. She owns 50 Plaza Square. How many times do they have to come before the Council in support of E2C Productions? She will continue to show up in support every time this comes up. No other aspect of the City is scrutinized this much. Could it just be a personality conflict? She loves the direction the City is going with Halloweentown and tourism. It is the City Council's job to fix what is broken and this is not broken.
- ◆ Russ Low. Sand Island has recently been the site of fist fights and people being injured. They are unable to get a police boat over there. There is also a squatter boat on Sand Island, that was recently kicked off the city docks, and had several police responses to it previously. There have been unsavory characters carried back and forth to that boat. What will it take for the City to enforce public safety on the Island? There's been a lot of gas siphoning around the marina. That was not happening in the past. Why can't they get police response on the Island?

Mayor Scholl explained that they had a presentation about this during the work session. The City does not have a police boat, only the County and State have one. Staff is continuing to investigate enforcement mechanisms.

Russ said he heard a gunshot on the north end of the Island. He made 13 attempts to call St. Helens Police Department at 503-397-333 and none of them connected. Mayor Scholl will check into that.

- ◆ Tommy Sullivan. He does not understand why they are going after tourism. They are saying that tourism is in a deficit. And they're also saying Parks & Recreation needs \$200,000+ to do what they need to do. How was the Parks & Recreation Department working before with what they had? Now we've hired someone else, and we have to hire more people to do the job that was already being done. He is requesting clarification.

Mayor Scholl explained that the previous position was only a Recreation supervisor in the past. It has a lot more responsibility and oversight now.

Tommy asked how much money Parks & Recreation has made compared to tourism. Mayor Scholl responded that those are both investments that the City should make. Council President Morten compared it to the education district. It isn't in the business to make money.

Discussion ensued about the program and needs. The Council is fiscally responsible to spend tax dollars wisely.

- ◆ Art Leskowich. He appreciates all the previous comments and everybody here that serves the community. He is struggling with understanding the process, how things are seen, and how it happens. Why are real estate actions approved on very short notice through Authorization for

Signature on the agenda? There was an article in the Chronicle a year ago about a marine business coming to St. Helens, bringing \$2-5 million annually. He was excited about it. The placement of the barges and tugboats was going to be a sublease. There were months of negotiations and executive meetings. Last month, there was another agenda item for an update to the lease. Why was there not a proper process for the lease agreement? That property was later determined as the most contaminated. How was that not known? Some of the things the City plans to do is atrocious.

ORDINANCES – Final Reading

- 1. Ordinance No. 3268:** An Ordinance to Annex and Designate the Zone of Certain Property at 35111 Six Dees Lane

Mayor Scholl read Ordinance No. 3268 by title for the final time. **Motion:** Motion made by Council President Morten and seconded by Councilor Topaz to adopt Ordinance No. 3268. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

- 2. Ordinance No. 3269:** An Ordinance to Annex and Designate the Zone of Certain Property at 505 N. Vernonia Road

Mayor Scholl read Ordinance No. 3269 by title for the final time. **Motion:** Motion made by Council President Morten and seconded by Councilor Topaz to adopt Ordinance No. 3269. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

RESOLUTIONS

- 3. Resolution No. 1927:** A Resolution Adopting a Hazard Mitigation Plan Update for the City of St. Helens and Superseding Resolution No. 1844

Mayor Scholl read Resolution No. 1927 by title. **Motion:** Motion made by Council President Morten and seconded by Councilor Topaz to adopt Resolution No. 1927. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

- 4. Resolution No. 1928:** A Resolution of the St. Helens City Council, Amending the City Employee Compensation Plan for Fiscal Year 2021-2022

Mayor Scholl read Resolution No. 1928 by title. **Motion:** Motion made by Councilor Chilton and seconded by Councilor Birkle to adopt Resolution No. 1928. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

- 5. Resolution No. 1929:** A Resolution of the St. Helens City Council to Set Planning Department Fees

Mayor Scholl read Resolution No. 1929 by title. **Motion:** Motion made by Councilor Chilton and seconded by Councilor Birkle to adopt Resolution No. 1929. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

- 6. Resolution No. 1930:** A Resolution of the City of St. Helens, Oregon Authorizing Full Faith and Credit Financings and Providing for Related Matters

Mayor Scholl read Resolution No. 1930 by title. **Motion:** Motion made by Councilor Chilton and seconded by Councilor Birkle to adopt Resolution No. 1930. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

- 7. Resolution No. 1931:** A Resolution Rescinding Resolution Nos. 1878 and 1879, which Declared a Local State of Emergency in the City of St. Helens as a Result of the COVID-19 Pandemic

Mayor Scholl read Resolution No. 1931 by title. **Motion:** Motion made by Councilor Chilton and seconded by Council President Morten to adopt Resolution No. 1931.

Discussion.

Councilor Birkle thinks the County is continuing the state of emergency. They did not want to cut themselves off from possible additional funding sources. Is that a possibility? Mayor Scholl said it could potentially. Walsh agreed that it's possible, but it can be reinstated. Brown added that the ARPA and CARES ACT funds did not require agencies to be in a state of emergency.

Vote: Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

AWARD BID/CONTRACT

8. Award Storm Drain Abandonment & Structure Replacement Project to Turney Excavating, Inc. for \$49,500

Motion: Motion made by Council President Morten and seconded by Councilor Chilton to approve '8' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

9. Concession Agreement with Columbia River BMX for Racing and Concessions at McCormick Park
10. Agreement with Structural Nexus LLC for Structural Plan Review Services
11. Contract Payments

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to approve '9' through '11' above.

Discussion.

Councilor Chilton asked if the BMX concessions will use the existing ballfield concession stand or build their own. Mayor Scholl responded that they already have one at the BMX track.

Vote: Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

CONSENT AGENDA FOR ACCEPTANCE

12. Library Board Minutes dated May 10 and June 14, 2021
13. Parks & Trails Commission Minutes dated May 10 and June 14, 2021
14. Planning Commission Minutes dated May 11, 2021

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to approve '12' through '14' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

CONSENT AGENDA FOR APPROVAL

15. Council Minutes dated June 2 and 16, 2021
16. Declare Surplus Property - Library Equipment
17. Request for Qualifications for Design-Bid-Build of New Public Safety Facility
18. Job Description for Administrative Assistant - Parks & Recreation
19. Accounts Payable Bill Lists
20. OLCC Licenses

Mayor Scholl pointed out the OLCC licenses that were added.

Brown explained the Administrative Assistant job description. A copy is included in the archive packet for this meeting. Parks and Recreation has recently been combined into one department. The Parks & Recreation Manager position has a number of tasks, including administrative meetings, meetings with community partners, etc. There is not enough time in the day to attend all the meetings and process paperwork. The Administrative Assistant will help process office paperwork, programing paperwork, etc.

Councilor Birkle questioned the RFQ for the Public Safety Facility. He was surprised to see it on the agenda since they have not made any final decisions or votes on exactly what the facility will be or the

cost. The RFQ includes a \$15 million construction cost estimate. Walsh explained that there's a contingency since they don't know the final cost. Brown added that the initial estimate received was the high option of \$15 million. He further reviewed the RFQ.

Motion: Motion made by Council President Morten and seconded by Councilor Chilton to approve '15' through '20' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

WORK SESSION ACTION ITEMS

Habitat for Humanity Request

Mayor Scholl confirmed that the in-lieu-of sidewalk fee has been waived in the past. He likes what Habitat for Humanity does for the community. This is for a three-plex to help three families. They can't waive SDCs, but they can waive the sidewalk fee.

Discussion ensued.

Motion: Motion made by Councilor Birkle and seconded by Councilor Topaz to waive the sidewalk fee for the Habitat for Humanity project on S. 8th and Plymouth Streets. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

RFP for Tourism

Motion: Motion made by Councilor Chilton and seconded by Councilor Topaz to direct staff to bring back an RFP for Tourism Production Management and direct staff with continuing the Tourism Committee plans with involvement from this Council as they make changes to the Tourism Committee.

Discussion.

Council President Morten did not hear anyone speak against tourism tonight. There were a lot of positive comments about tourism. He appreciates their testimonies. When he joined the Council 14 years ago, there was a lot of conflict amongst the Tourism Committee. Walsh took it over as an administrative task. They have gone through RFPs twice and Tina came out at the top both times. Tourism is effective and efficient. He does not think there's really a need for an RFP at this time.

Councilor Topaz owns a business downtown and Halloweentown does not help him at all. Based on car count passing his business and parking on the street, he sees the crowds diminishing. There has been a lot of angst because the tourism company has closed streets. He has been part of SHEDCO and the tourism company did not play well with them. There was a comment made about how great the Plaza was on 4th of July. Judy Thompson put together the Plaza activities with Veterans and others. The biggest part of 4th of July this year was not tourism. They have a high-cost parking lot for the 4th that was ran by tourism. The businesses downtown are making money because of tourism. It does not help his business or others uptown. It does not bring the community together. They need to expand tourism to include more ideas. The fact that it isn't broke doesn't mean it doesn't need to be improved.

Councilor Birkle recalled that this was discussed in April. Asking questions, reviewing and evaluating programs from a broader basis, does not mean that someone is doing a bad job. Halloweentown, 13 Nights on the River, and 4th of July have all had an immense benefit on the businesses down in the Riverfront District. For years to come, the Council's attention is going to be focused on development of the riverfront. Businesses in the Houlton Business District, Highway 30, and elsewhere may also be benefitting. Where are the facts and figures? There is value in having real numbers. They do have an obligation to support all businesses. Just because it's not broken, does not mean it can't be improved. There are things in the contract that the City has not made sure are being followed through with. It's important for the City to know what is owned. The current contract does not reflect the plans for the future, such as 4th of July. What is the impact going to be on the money that is spent each month? This

is not an attack, and they are not out to get Tina. If she is the most qualified or the only candidate, then so be it. He supports the motion.

Councilor Chilton agreed that this is not a witch hunt or attack on anyone. This is a revamp of our tourism. She has a whole list of problems that need to be addressed. They need to review the contract, make amendments, and release an RFP. The best candidate will be selected.

Mayor Scholl does not think it's broken. He is not opposed to an RFP. If Council had issues with what was going on, they should have talked to Tina. Councilor Chilton responded that the questions she has could not be answered by Tina. This is not about Tina. This is not a personal attack. They need to do better with the oversight of tourism. Mayor Scholl referred to number six of the City Council mantra. It is their duty to encourage, champion, and recommend as necessary. Councilor Birkle responded that he chooses to communicate primarily through the City Administrator and City administration. Tina is not a City employee. She is a contractor. Mayor Scholl lives under terms that requires him to speak up when issues arise. Has there been anyone interested in taking over 4th of July? Councilor Topaz responded that he was approached by someone who wanted to take over the financing of it. He contacted Walsh. Mayor Scholl said that still leaves all the other 4th of July coordinating duties open. St. Helens takes Independence Day seriously. Again, for the record, he stated that he has nothing to do with it if 4th of July doesn't happen next year. He clarified that what people may perceive as "attacking" is not always the case. Sometimes he is simply trying to find out information. He apologized if that is the way it was perceived. Halloweentown is huge and he wishes it could include uptown. The State has made it clear that cities have to have a thriving downtown district to survive.

Councilor Topaz wants to see Halloweentown expanded. Doing the same thing every year does not encourage more people to attend. They must widen their horizons and get the whole town involved and invite citizen participation. Mayor Scholl responded that citizens do not want to get involved. They have tried and no one steps up. Only one guy wants to help and that's just financially.

Councilor Topaz reminded Mayor Scholl about the Maritime Festival and how much he helped with it. He tries to share his ideas but does not want to be heard. Topaz told Scholl that he just yells at them. Scholl disagreed that he was yelling. He was pointing out that citizens have not stepped up.

Vote: Yea: Councilor Birkle, Councilor Topaz, Councilor Chilton; Nay: Mayor Scholl, Council President Morten

Staff will bring back an RFP to Council for review.

STRATEGIC PLAN UPDATE

No update.

CITY ADMINISTRATOR REPORT

- 4th of July was a great show with a good turnout!
- Correction to Mr. Leskovich's testimony earlier about the Waterfront and pollution to the river. He is talking about the area on the industrial site and not down here. The City did not purchase the water or in-water piece. They lease the water space above it. They did not want to be responsible for the contamination in the river along the Channel. They worked with DSL closely to lease the property to the tugboat company. There was a miscommunication between DSL and DEQ, and DEQ retracted their approval. OfficeMax has been in discussions with DEQ on a voluntary cleanup program to make it usable in the future. The City is following the process to make sure they have a clean Waterfront.
- Tonight, they were supposed to have a Riverwalk review of the design alternatives for the Technical Advisory Committee. That has been postponed until August 4th.
- They found a large Columbia View Park sign in storage that they would like to put back up.

- Communications has decided to publish the e-Newsletter every two weeks to keep up with everything that is happening.
- There is a League of Oregon Cities (LOC) Conference in Bend in October. Many cities take their entire Council. Registration opens August 2nd, and the hotels fill up quickly.
- There was a presentation today on the N. 7th Street housing project.
- The Business Park infrastructure design is moving forward with the consultant.
- The Riverfront Street design is also moving forward with utilities.
- The Public Safety Facility is moving forward with steps made tonight.
- Wrapping up filming over the next few weeks for a documentary about the St. Helens Waterfront.
- Moving forward with Main Street.
- Return of Citizens Day in the Park on August 7th.
- Chief Greenway is requesting funds for the Police Awards Banquet.

Motion: Motion made by Mayor Scholl and seconded by Councilor Chilton to allocate \$500 for the Police Awards Banquet. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

MAYOR SCHOLL REPORTS

- Attending the Oregon Mayor's Association (OMA) Conference next week. It will be nice to be back in-person. It's very insightful and helpful. He looks forward to connecting and building relationships.
- A couple citizens were hit at the crosswalk at Don's Rental and Ace Hardware. He would like to request Public Works Director Zaher look at that location for a flashing crosswalk signal. Council concurred to direct Zaher to address it.
- He would like to see deer crossing signs at S. 4th Street and Old Portland Road. Council concurred to direct Zaher to address it.
- The city did not burn down on the 4th of July. Thank you to citizens and the Police Department for a job well done.

COUNCIL MEMBER REPORTS

Council President Morten reported...

- The dedication of the new McCormick Park playground equipment from the Blazers Grant will be on August 7th at Citizens Day in the Park.
- The Friends of Parks programs have been very successful. He recognized Councilor Birkle and all the volunteers for their work to help with the program.
- The Parks & Trails Commission has been reviewing trail connectivity for pedestrians. He, Public Works Director Mouhamad Zaher, and Parks & Trails Commissioner Jerry Belcher walked the new proposal for the urban trail. The trail offers beautiful views, routes through business districts, and connects parks. It is going to benefit citizens and visitors. There is not a lot of cost involved to construct the trail.

Councilor Topaz reported...

- The Council hears visitor comments in the meeting. Some things said are true and some are not. He will defend their right to say what they want, even if they don't agree with what it.
- He read two documents into the record. A copy is included in the archive packet for this meeting.
 - Letter to his attorney from the Ethics Commission regarding the allegations Brown made against him. The Commission did not find cause to proceed with an investigation and the matter was dismissed.
 - Final Order of Dismissal from the Ethics Commission. The Commission voted to dismiss the matter.

- He briefly reviewed the 16-page report from the Ethics Commission, which was not submitted for the meeting record.
 - Walsh and Mayor Scholl both knew about the conditions Topaz spoke about when he asked a question at the Budget Committee meeting. They knew the geographic, geologic, and water drainage problems. Walsh said nothing and Scholl spoke against Topaz.
 - The question about ethics, did Topaz speak at a meeting that allowed public comment, yes. Therefore, what Topaz asked was not unethical.
 - Was the question asked by Topaz unethical? No. Topaz is part of a neighborhood class.
 - Will Topaz financially gain anything? No. No ethics violation.
- The Commission found no violations. The talk of the violations resulted in him being censored. Yet, nothing was done wrong.

Mayor Scholl pointed out that a private investigator was hired. Brown had nothing to do with the investigation. The Oregon Ethics Commission is a separate matter from the private investigation. The investigation was found to be sustained and true. Scholl agreed that he did call Topaz out at the meeting. He felt it was unethical for Topaz to ask for his stormwater project to be fixed.

Councilor Topaz argued that Mayor Scholl is wrong and continued to talk about his project. Mayor Scholl called Topaz out of order. Topaz argued that his freedom of speech was being taken away and walked out at 9:39 p.m.

Mayor Scholl clarified that when he calls a point of order that is the way it is. He resides over this meeting. If anyone has a problem with it, they can be dismissed and escorted out by Officer Edwards. He will use his authority when he must. He refuses to sit here and listen to lies and disruptions by Councilor Topaz. Topaz is trying to use an ethics complaint by an employee...the investigation was sustained.

Council President Morten reported that he has received quite a few calls from people talking about our lack of professionalism on the Council, including the demeanor and behavior. That is why the Mantra is read at the beginning of the meeting. The Council needs help when things like this happen. He read the City Council Team Agreement that was adopted on April 15, 2020. The Team Agreement and Mantra are guidelines for the Council to follow. Mayor Scholl responded that he will go back to a time limitation on visitor comments. He agreed with Councilor Topaz that people should have an opportunity to express their freedom of speech. But if mistruths are being spoken about the Council, he will call for a point of order.

Brady suggested Council specify what complaints with the Ethics Commissions does. As someone who has filed dozens of complaints with the Commission, you could literally commit murder on the Council, and they would do nothing. The Commission investigates if you violated executive session and they investigate whether you have personally been enriched financially. They will not look at anything else.

Councilor Chilton reported...

- Citizens Day in the Park planning meeting went really well. Casey Garrett and some brand-new citizens came. It was good involvement. She is excited about the plans for the car show.
- Attended the Riverwalk meeting. She is really excited to discuss that as a Council. There are beautiful things in the works and the riverfront will look completely different.
- She attended the Parks & Trails Commission meeting. That is a really well functioning committee. They listen to each other and share ideas.
- Her and her family went camping on Sand Island for the 4th of July. Staff is really nice there and they had a great time. The fireworks show was amazing.
- She attended the Columbia County Fair and Rodeo and had a great time. It was great to be out and see people again. Her daughter competed in the rodeo and won her competition for steer riding.

- She has some involvement in the Police Awards Ceremony. Planning begins next week.

Councilor Birkle reported...

- The Planning Commission met last week. The major topic was looking at the plans for the high school renovation. There are lots of things moving ahead. It's been 40 years since the last big construction project there.
- He followed up with Planning Commission Chair Dan Cary about the Council's decision. As a liaison, he did learn that it is important to communicate the Council's decision to the Commission when it's an appeal.
- He heard that one of the Planning Commissioner's partners was approached by one of the parties in the case, asking about the decision made. Another Commissioner was also questioned about the decision made. The Council needs to firmly state that they support the Planning Commission even if they don't always agree with their decisions. They do put a lot of work into serving. He does want to arrange a joint meeting with the Planning Commission.
- Commended the Library and Recreation staff on their response to the heat emergency. Staff adjusted work schedules to open the Library additional hours. The Recreation Center was able to open with staff and assistance from community partners. He hopes Council can address the need for these services in the future.
- Public Works did a great job responding to water main ruptures and repairing them in the 100+ degree heat.
- He talked about his tours of the Wastewater Treatment Plant and Water Filtration Facility.
- He has spent a lot of time talking to community members and visitors.
- He has been attending 13 Nights on the River, which gives him an opportunity to talk to more people.
- The new playground looks good.
- He had the opportunity to speak at the 4th of July bell ringing. The Oregon Secretary of State and Representative Brad Witt was in attendance.
- Council could have banned fireworks sales, but he is glad they did not. Citizens exercised safety.

OTHER BUSINESS

ADJOURN – 10: 07 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



St. Helens, OR

Expense Approval Register

Item #8.

Packet: APPKT00369 - AP 6.30.2021 BACK DATED

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
DAHLGREN'S DO IT BEST BUIL...	06.25.2021	06/30/2021	BUILDING SUPPLIES ACCT 100...	100-704-52001	87.84
DAHLGREN'S DO IT BEST BUIL...	06.25.2021	06/30/2021	BUILDING SUPPLIES ACCT 100...	100-708-52001	89.97
DAHLGREN'S DO IT BEST BUIL...	06.25.2021	06/30/2021	BUILDING SUPPLIES ACCT 100...	100-708-52001	136.58
DAHLGREN'S DO IT BEST BUIL...	06.25.2021	06/30/2021	BUILDING SUPPLIES ACCT 100...	100-708-52001	248.00
DAHLGREN'S DO IT BEST BUIL...	06.25.2021	06/30/2021	BUILDING SUPPLIES ACCT 100...	100-715-52001	12.99
SAIF CORPORATION	1000620722	06/30/2021	7/1/2020- 7/1/21 FINAL AUDIT...	100-000-23001	3,412.64
WILBUR-ELLIS COMPANY LLC	14294027	06/30/2021	IRON, REC FEE / BROADLEAF H...	100-708-52001	1,210.30
COLUMBIA COUNTY COMM. J...	20215CSH	06/30/2021	WORK CREW	100-708-52001	375.00
ROSS DENISON LAW	5.3.2021	06/30/2021	PROFESSIONAL SERVICES COU...	100-704-52019	1,525.00
ACE HARDWARE - ST. HELENS	6.30.2021 60181	06/30/2021	ACE MATERIALS ACCT 60181	100-708-52001	190.56
ACE HARDWARE - ST. HELENS	6.30.2021 60181	06/30/2021	ACE MATERIALS ACCT 60181	100-708-52001	26.97
ACE HARDWARE - ST. HELENS	6.30.2021 60181	06/30/2021	ACE MATERIALS ACCT 60181	100-708-52001	62.98
ACE HARDWARE - ST. HELENS	6.30.2021 60181	06/30/2021	ACE MATERIALS ACCT 60181	100-708-52023	19.74
ACE HARDWARE - ST. HELENS	6.30.2021 60181	06/30/2021	ACE MATERIALS ACCT 60181	100-708-52023	139.58
ACE HARDWARE - ST. HELENS	6.30.2021 60181	06/30/2021	ACE MATERIALS ACCT 60181	100-708-52023	12.98
ACE HARDWARE - ST. HELENS	6.30.21 60174	06/30/2021	ACE ACCT 60174 MATERIALS	100-715-52001	34.96
SHRED-IT C/O STERICYCLE INC	8182320238	06/30/2021	POLICE DEPT SHRED SERVICE	100-705-52019	176.60
STARK STREET LAWN AND GA...	875941	06/30/2021	SHIPPING CHARGE	100-708-52001	54.24
PAULSON PRINTING CO.	D5164	06/30/2021	BUS CARDS COUNCIL	100-703-52001	240.00
PAULSON PRINTING CO.	D5167	06/30/2021	BUSINESS CARDS JENNY / JAC...	100-710-52001	95.00
PAULSON PRINTING CO.	D5167	06/30/2021	BUSINESS CARDS JW MD CS	100-711-52001	142.50
HUDSON GARBAGE SERVICE	INV0001771	06/30/2021	7598	100-708-52023	958.98
HUDSON GARBAGE SERVICE	INV0001771	06/30/2021	7636	100-708-52023	214.39
HUDSON GARBAGE SERVICE	INV0001771	06/30/2021	7601- PUBLIC CEMENT TRASH ...	100-715-52023	355.52
HUDSON GARBAGE SERVICE	INV0001771	06/30/2021	7539	100-715-52023	96.59
MAILBOXES NORTHWEST	INV0001772	06/30/2021	POSTAGE	100-705-52001	28.27
Fund 100 - GENERAL FUND Total:					9,948.18
Fund: 202 - COMMUNITY DEVELOPMENT					
WEST CONSULTANTS INC	015475	06/30/2021	MILTON CREEK LOMR	202-721-52019	3,988.00
RADLER WHITE PARKS & ALEX...	29129	06/30/2021	7TH ST AFFORDABLE HOUSING	202-721-52019	140.00
RADLER WHITE PARKS & ALEX...	29131	06/30/2021	MILLARD RD	202-721-52019	200.00
ACE HARDWARE - ST. HELENS	6.30.2021 60181	06/30/2021	ACE MATERIALS ACCT 60181	202-725-52019	19.98
Fund 202 - COMMUNITY DEVELOPMENT Total:					4,347.98
Fund: 205 - STREETS					
DAHLGREN'S DO IT BEST BUIL...	06.25.2021	06/30/2021	BUILDING SUPPLIES ACCT 100...	205-000-52001	7.37
DAHLGREN'S DO IT BEST BUIL...	06.25.2021	06/30/2021	BUILDING SUPPLIES ACCT 100...	205-000-52001	7.96
DAHLGREN'S DO IT BEST BUIL...	06.25.2021	06/30/2021	BUILDING SUPPLIES ACCT 100...	205-000-52001	5.17
Fund 205 - STREETS Total:					20.50
Fund: 305 - PARKS SDC					
DAHLGREN'S DO IT BEST BUIL...	06.25.2021	06/30/2021	BUILDING SUPPLIES ACCT 100...	305-000-53001	115.98
A WEST PACIFIC CONTRACTOR...	1105	06/30/2021	INSTALLATION OF PLAYGROU...	305-000-53001	40,894.00
DON'S RENTAL	556842	06/30/2021	EXCAVATOR	305-000-53001	973.70
Fund 305 - PARKS SDC Total:					41,983.68
Fund: 601 - WATER					
ACE HARDWARE - ST. HELENS	6.30.2021 60181	06/30/2021	ACE MATERIALS ACCT 60181	601-731-52001	9.36
ACE HARDWARE - ST. HELENS	6.30.2021 60181	06/30/2021	ACE MATERIALS ACCT 60181	601-731-52001	12.08
ACE HARDWARE - ST. HELENS	6.30.2021 60181	06/30/2021	ACE MATERIALS ACCT 60181	601-731-52001	12.99
Fund 601 - WATER Total:					34.43
Fund: 603 - SEWER					
HUDSON GARBAGE SERVICE	INV0001771	06/30/2021	8333	603-736-52003	163.62

Expense Approval Register

Packet: APPKT00369 - AP 6.30.20

Item #8. D

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HUDSON GARBAGE SERVICE	INV0001771	06/30/2021	8333	603-737-52003	163.61
Fund 603 - SEWER Total:					327.23
Fund: 701 - EQUIPMENT					
SUNSET AUTO PARTS INC - NA...	6.30.2021	06/30/2021	AUTO PARTS ACCT 6355	701-000-52001	742.92
Fund 701 - EQUIPMENT Total:					742.92
Fund: 703 - PW OPERATIONS					
DAHLGREN'S DO IT BEST BUIL...	06.25.2021	06/30/2021	BUILDING SUPPLIES ACCT 100...	703-734-52001	132.14
LAKESIDE INDUSTRIES INC	164999	06/30/2021	EZ STREET ASPHALT	703-734-52001	990.43
COLUMBIA COUNTY COMM. J...	20215CSH	06/30/2021	WORK CREW	703-734-52001	2,250.00
COLUMBIA FEED AND SUPPLY	25887	06/30/2021	LINE HEADS	703-734-52001	53.85
ACE HARDWARE - ST. HELENS	6.30.2021 60181	06/30/2021	ACE MATERIALS ACCT 60181	703-734-52001	44.98
ACE HARDWARE - ST. HELENS	6.30.2021 60181	06/30/2021	ACE MATERIALS ACCT 60181	703-734-52001	18.67
LAWSON PRODUCTS	9308576174	06/30/2021	JOBBER DRILL / FLAT WASHER	703-734-52099	256.94
PAULSON PRINTING CO.	D5167	06/30/2021	BUSINESS CARDS SN TU	703-733-52001	95.00
HUDSON GARBAGE SERVICE	INV0001771	06/30/2021	7555	703-734-52023	90.49
Fund 703 - PW OPERATIONS Total:					3,932.50
Fund: 704 - FACILITY MAJOR MAINTNANCE					
DAHLGREN'S DO IT BEST BUIL...	06.25.2021	06/30/2021	BUILDING SUPPLIES ACCT 100...	704-000-53025	11.49
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					11.49
Grand Total:					61,348.91

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	9,948.18
202 - COMMUNITY DEVELOPMENT	4,347.98
205 - STREETS	20.50
305 - PARKS SDC	41,983.68
601 - WATER	34.43
603 - SEWER	327.23
701 - EQUIPMENT	742.92
703 - PW OPERATIONS	3,932.50
704 - FACILITY MAJOR MAINTNANCE	11.49
Grand Total:	61,348.91

Account Summary

Account Number	Account Name	Expense Amount
100-000-23001	Payroll - Liability	3,412.64
100-703-52001	Operating Supplies	240.00
100-704-52001	Operating Supplies	87.84
100-704-52019	Professional Services	1,525.00
100-705-52001	Operating Supplies	28.27
100-705-52019	Professional Services	176.60
100-708-52001	Operating Supplies	2,394.60
100-708-52023	Facility Maintenance	1,345.67
100-710-52001	Operating Supplies	95.00
100-711-52001	Operating Supplies	142.50
100-715-52001	Operating Supplies	47.95
100-715-52023	Facility Maintenance	452.11
202-721-52019	Professional Services	4,328.00
202-725-52019	Professional Services	19.98
205-000-52001	Operating Supplies	20.50
305-000-53001	Capital Outlay	41,983.68
601-731-52001	Operating Supplies	34.43
603-736-52003	Utilities	163.62
603-737-52003	Utilities	163.61
701-000-52001	Operating Supplies	742.92
703-733-52001	Operating Supplies	95.00
703-734-52001	Operating Supplies	3,490.07
703-734-52023	Facility Maintenance	90.49
703-734-52099	Equipment Operations	256.94
704-000-53025	Capital Outlay - Sr Center	11.49
Grand Total:		61,348.91

Project Account Summary

Project Account Key	Expense Amount
None	61,348.91
Grand Total:	61,348.91



St. Helens, OR

Item #8.

Expense Approval Register

Packet: APPKT00377 - AP 6.30.2021 BACK DATED

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
TYLER TECHNOLOGIES INC	025-340219	06/30/2021	INSITE TRAN FEES UB	100-707-52019	9,755.00
TYLER TECHNOLOGIES INC	025-341122	06/30/2021	PARALLEL	100-707-52019	455.00
WILCOX	0596059-IN	06/30/2021	FUEL PARKS DEPT	100-708-52022	1,361.95
WILCOX	0615941-IN	06/30/2021	FUEL PARKS DEPT	100-708-52022	1,243.37
OREGON OCCUPATIONAL MED...	80545	06/30/2021	EXAM	100-705-52019	695.00
LUCY HEIL ATTORNEY AT LAW	JUNE 2021	06/30/2021	LEGAL SERVICES	100-704-52019	1,725.00
Fund 100 - GENERAL FUND Total:					15,235.32
Fund: 202 - COMMUNITY DEVELOPMENT					
MASON BRUCE & GIRARD INC	29125	06/30/2021	FOREST MANAGEMENT 01031...	202-724-52019	2,815.75
COLUMBIA PACIFIC FOOD BANK	9	06/30/2021	GRANT ADMIN AND LABOR ST...	202-721-52096	7,287.93
Fund 202 - COMMUNITY DEVELOPMENT Total:					10,103.68
Fund: 601 - WATER					
H.D FOWLER COMPANY	07057040	06/30/2021	3/4 SL WATER METER 3GDS (2...	601-000-53001	40,332.00
ADVANCED ELECTRICAL	212943	06/30/2021	SCADA UP WATER FILTERACTI...	601-000-53001	99,919.20
LAWRENCE OIL COMPANY	CFSI-2993	06/30/2021	247752 WATER	601-732-52022	64.27
STEVEN R. WABSCHALL	JUNE 2021	06/30/2021	DRC RESPONSIBILITY WFF APRI...	601-732-52019	1,500.00
Fund 601 - WATER Total:					141,815.47
Fund: 603 - SEWER					
EUROFINS TEST AMERICA ASL	7800001436	06/30/2021	QUARTERLY BIOASSAY TESTING	603-737-52064	4,407.50
Fund 603 - SEWER Total:					4,407.50
Fund: 703 - PW OPERATIONS					
BOBCAT OF PORTLAND	01-10738	06/30/2021	MATERIALS BOB BEARING	703-734-52001	628.36
LAWRENCE OIL COMPANY	CFSI-2993	06/30/2021	247751 ENGINEERING	703-733-52022	141.59
LAWRENCE OIL COMPANY	CFSI-2993	06/30/2021	247748 PUBLIC WORKS	703-734-52022	798.32
LAWRENCE OIL COMPANY	CFSI-2993	06/30/2021	247750 PUBLIC WORKS	703-734-52022	142.33
COLUMBIA RIVER FIRE AND RE...	JUNE 2021	06/30/2021	SHARED COST JOINT MAINT	703-734-52099	381.89
Fund 703 - PW OPERATIONS Total:					2,092.49
Grand Total:					173,654.46

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	15,235.32
202 - COMMUNITY DEVELOPMENT	10,103.68
601 - WATER	141,815.47
603 - SEWER	4,407.50
703 - PW OPERATIONS	2,092.49
Grand Total:	173,654.46

Account Summary

Account Number	Account Name	Expense Amount
100-704-52019	Professional Services	1,725.00
100-705-52019	Professional Services	695.00
100-707-52019	Professional Services	10,210.00
100-708-52022	Fuel	2,605.32
202-721-52096	CDBG Grant Expenses	7,287.93
202-724-52019	Professional Services	2,815.75
601-000-53001	Capital Outlay	140,251.20
601-732-52019	Professional Services	1,500.00
601-732-52022	Fuel	64.27
603-737-52064	Lab Testing	4,407.50
703-733-52022	Fuel	141.59
703-734-52001	Operating Supplies	628.36
703-734-52022	Fuel	940.65
703-734-52099	Equipment Operations	381.89
Grand Total:		173,654.46

Project Account Summary

Project Account Key	Expense Amount
None	173,654.46
Grand Total:	173,654.46



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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
CASEY RAICHEL	INV0001741	07/12/2021	JURY DUTY PAY	100-704-52019	10.00
SHAWN BRUNDTLAND	INV0001742	07/12/2021	JURY DUTY PAY	100-704-52019	10.00
AUTUMN OLIVER	INV0001743	07/12/2021	JURY DUTY PAY	100-704-52019	10.00
BRANDI STRADFORD	INV0001744	07/12/2021	JURY DUTY PAY	100-704-52019	10.00
LIANA WICHSE	INV0001745	07/12/2021	JURY DUTY PAY	100-704-52019	10.00
SARAH HAIGWOOD	INV0001746	07/12/2021	JURY DUTY PAY	100-704-52019	10.00
TROY BUMP	INV0001747	07/12/2021	JURY DUTY PAY	100-704-52019	10.00
MICHELLE WORMAN	INV0001748	07/12/2021	JURY DUTY PAY	100-704-52019	10.00
CHRISTINA SULLIVAN- AP	INV0001749	07/12/2021	JURY DUTY PAY	100-704-52019	10.00
DIANA NISH	INV0001750	07/12/2021	JURY DUTY PAY	100-704-52019	10.00
METRO PRESORT	IN634531	07/13/2021	UB BILL PRINTING	100-707-52008	3,629.27
LESLIE WOOD	INV0001754	07/13/2021	JURY DUTY PAY	100-704-52019	10.00
APPLICANTPRO	158726	07/14/2021	ANNUAL 2021 APP PRO	100-702-52019	2,748.00
MIDWEST TAPE	500688340	07/14/2021	DVD / ABD 2000010011	100-706-52034	131.68
INGRAM LIBRARY SERVICES	53654673	07/14/2021	BOOKS 20C7921	100-706-52033	28.91
INGRAM LIBRARY SERVICES	53654674	07/14/2021	BOOKS 20C7921	100-706-52033	728.72
INGRAM LIBRARY SERVICES	53654675	07/14/2021	BOOKS 20C7921	100-706-52033	6.94
ROSS DENISON LAW	7.12.2021	07/14/2021	PROFESSIONAL SERVICES LAW	100-704-52019	650.00
BRANDI SKVARNA	INV0001757	07/14/2021	JURY DUTY PAY	100-704-52019	10.00
GEORGE KRAEMER	INV0001758	07/14/2021	JURY DUTY PAY	100-704-52019	10.00
DUSTIN DANIELS	INV0001759	07/14/2021	JURY DUTY PAY	100-704-52019	10.00
JENNIFER BROWN	INV0001760	07/14/2021	JURY DUTY PAY	100-704-52019	10.00
RENEE LAURIN	INV0001761	07/14/2021	JURY DUTY PAY	100-704-52019	10.00
TRISTAN MILLER	INV0001762	07/14/2021	JURY DUTY PAY	100-704-52019	10.00
TIMOTHY WEBER	INV0001763	07/14/2021	JURY DUTY PAY	100-704-52019	10.00
ROBIN SILL	INV0001764	07/14/2021	JURY DUTY PAY	100-704-52019	10.00
KIMBERLY RILEY	INV0001765	07/14/2021	JURY DUTY PAY	100-704-52019	10.00
LINDA SPANSAIL	INV0001766	07/14/2021	JURY DUTY PAY	100-704-52019	10.00
JAYMIE BEHLOW	INV0001767	07/14/2021	JURY DUTY PAY	100-704-52019	10.00
MICHAEL CODDINGTON	INV0001768	07/14/2021	JURY DUTY PAY	100-704-52019	10.00
SHRED-IT C/O STERICYCLE INC	8182317792	07/15/2021	CITY HALL SHRED SERVICE	100-715-52019	442.13
JOAN YOUNGBERG	INV0001769	07/15/2021	SKETCH ST. HELENS	100-000-34031	175.00
TYLER TECHNOLOGIES INC	025-339956	07/16/2021	PARALLEL EXECUTIME	100-707-52019	130.00
PEAK ELECTRIC GROUP LLC	22577	07/16/2021	TROUBLE SHOOT OFFICE SWIT...	100-715-52001	135.00
COLUMBIA RIVER MOTORPO...	4372103	07/16/2021	OIL / ENG	100-708-52001	28.66
CINTAS	8405213169	07/16/2021	PARKS FIRST AID CABINET SER...	100-708-52001	65.42
ANDIE BENNETT	INV0001770	07/16/2021	CREDIT ON ACCOUNT SHARP	100-000-34031	193.48
SOLUTIONS YES	INV281284	07/16/2021	PRINT CHARGES CITY HALL PRI...	100-704-52001	41.21
Fund 100 - GENERAL FUND Total:					9,364.42
Fund: 202 - COMMUNITY DEVELOPMENT					
PORTLAND GENERAL ELECTRIC	INV0001753	07/12/2021	4854421000	202-722-52003	42.67
BOISE WHITE PAPER LLC	7.15.21	07/13/2021	NOTE PAYEMNT JULY 2021	202-722-55001	12,500.00
MASONIC BUILDING LLC	7.15.21	07/13/2021	LEASE PAYMENT AUG 2021	202-725-52028	3,000.00
MAUL FOSTER ALONGI INC	43404	07/16/2021	BWP ON CALL SERVICES	202-721-52019	243.75
MAUL FOSTER ALONGI INC	43404	07/16/2021	GOVERNANCE AND PUBLIC EN...	202-721-52019	4,103.75
MAUL FOSTER ALONGI INC	43404	07/16/2021	WWTP LAGOON ON CALL SERV..	202-722-52019	5,372.50
Fund 202 - COMMUNITY DEVELOPMENT Total:					25,262.67
Fund: 205 - STREETS					
ODOT PUBLIC TRANSPORTATI...	INV0001755	07/13/2021	5A-PM/LO-00736/27.6	205-000-52060	297.00
Fund 205 - STREETS Total:					297.00
Fund: 603 - SEWER					
CENTURY LINK	JULY 2021	07/12/2021	600	603-736-52010	23.07

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CENTURY LINK	JULY 2021	07/12/2021	688	603-736-52010	23.07
CENTURY LINK	JULY 2021	07/12/2021	488	603-736-52010	128.48
CENTURY LINK	JULY 2021	07/12/2021	293	603-736-52010	23.06
CENTURY LINK	JULY 2021	07/12/2021	654	603-736-52010	23.07
CENTURY LINK	JULY 2021	07/12/2021	688	603-737-52010	23.06
CENTURY LINK	JULY 2021	07/12/2021	600	603-737-52010	23.06
CENTURY LINK	JULY 2021	07/12/2021	293	603-737-52010	23.07
CENTURY LINK	JULY 2021	07/12/2021	654	603-737-52010	23.06
CENTURY LINK	JULY 2021	07/12/2021	488	603-737-52010	128.49
STEFANIE WEBER	INV0001756	07/14/2021	REFUND SEWER TAP FEE	603-000-34014	150.00
Fund 603 - SEWER Total:					591.49
Fund: 702 - INFORMATION SYSTEMS					
COMCAST BUSINESS	126131909	07/12/2021	FIBER INTERNET ACCT 934571...	702-000-52003	4,751.42
CENTURY LINK	JULY 2021	07/12/2021	651	702-000-52010	44.87
CENTURY LINK	JULY 2021	07/12/2021	579	702-000-52010	46.13
CENTURY LINK	JULY 2021	07/12/2021	909	702-000-52010	87.12
CENTURY LINK	JULY 2021	07/12/2021	131	702-000-52010	63.38
CENTURY LINK	JULY 2021	07/12/2021	130	702-000-52010	63.38
CENTURY LINK	JULY 2021	07/12/2021	967	702-000-52010	137.95
CENTURY LINK	JULY 2021	07/12/2021	798B	702-000-52010	106.53
CENTURY LINK	JULY 2021	07/12/2021	796	702-000-52010	43.40
CENTURY LINK	JULY 2021	07/12/2021	162B	702-000-52010	87.09
CENTURY LINK	JULY 2021	07/12/2021	228	702-000-52010	89.53
CENTURY LINK	JULY 2021	07/12/2021	818	702-000-52010	393.32
CENTURY LINK	7.5.2021	07/15/2021	632B	702-000-52010	41.45
VERIZON	9883051220	07/15/2021	CELL SERVICE ACCT 242060134..	702-000-52010	181.78
Fund 702 - INFORMATION SYSTEMS Total:					6,137.35
Fund: 703 - PW OPERATIONS					
SOLUTIONS YES	INV281558	07/14/2021	PRINT FEES C11460-01	703-733-52001	64.99
Fund 703 - PW OPERATIONS Total:					64.99
Grand Total:					41,717.92

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	9,364.42
202 - COMMUNITY DEVELOPMENT	25,262.67
205 - STREETS	297.00
603 - SEWER	591.49
702 - INFORMATION SYSTEMS	6,137.35
703 - PW OPERATIONS	64.99
Grand Total:	41,717.92

Account Summary

Account Number	Account Name	Expense Amount
100-000-34031	Recreation Revenue	368.48
100-702-52019	Professional Services	2,748.00
100-704-52001	Operating Supplies	41.21
100-704-52019	Professional Services	880.00
100-706-52033	Printed Materials	764.57
100-706-52034	Visual Materials	131.68
100-707-52008	Printing	3,629.27
100-707-52019	Professional Services	130.00
100-708-52001	Operating Supplies	94.08
100-715-52001	Operating Supplies	135.00
100-715-52019	Professional Services	442.13
202-721-52019	Professional Services	4,347.50
202-722-52003	Utilities	42.67
202-722-52019	Professional Services	5,372.50
202-722-55001	Principal	12,500.00
202-725-52028	Projects & Programs	3,000.00
205-000-52060	Waterway Lease	297.00
603-000-34014	Connection Charge	150.00
603-736-52010	Telephone	220.75
603-737-52010	Telephone	220.74
702-000-52003	Utilities	4,751.42
702-000-52010	Telephone	1,385.93
703-733-52001	Operating Supplies	64.99
Grand Total:		41,717.92

Project Account Summary

Project Account Key	Expense Amount
None	41,717.92
Grand Total:	41,717.92



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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
LORI SALMONSEN	INV0001773	07/19/2021	JURY DUTY PAY	100-704-52019	10.00
DANNA GRAHAM	INV0001774	07/19/2021	JURY DUTY PAY	100-704-52019	10.00
NW NATURAL GAS	7.14.2021	07/22/2021	5638	100-705-52003	20.60
NW NATURAL GAS	7.14.2021	07/22/2021	7673	100-706-52003	25.29
NW NATURAL GAS	7.14.2021	07/22/2021	3047	100-708-52003	19.66
NW NATURAL GAS	7.14.2021	07/22/2021	8563	100-708-52003	36.32
NW NATURAL GAS	7.14.2021	07/22/2021	0109	100-709-52003	20.77
NW NATURAL GAS	7.14.2021	07/22/2021	5285	100-715-52003	18.80
NW NATURAL GAS	7.14.2021	07/22/2021	2848	100-715-52003	16.92
QUARANTO & ASSOCIATES LLC	01528	07/23/2021	COURT SERVICES LEGAL	100-704-52019	200.00
TYLER TECHNOLOGIES INC	025-342792	07/23/2021	PARALLEL EXECUTIME	100-707-52019	455.00
A + ENGRAVING LLC	1218	07/23/2021	NAMEPLATE DEP CITY ADMIN	100-707-52001	12.00
MIDWEST TAPE	500714515	07/23/2021	DVD / ABD 2000010011	100-706-52034	37.48
MIDWEST TAPE	500714517	07/23/2021	DVD / ABD 2000010011	100-706-52034	42.23
COMMUNICATIONS NORTHW...	71417	07/23/2021	NEW ANTENNA	100-705-52001	975.26
PORTLAND GENERAL ELECTRIC	INV0001778	07/23/2021	0153585940	100-709-52003	224.92
Fund 100 - GENERAL FUND Total:					2,125.25
Fund: 202 - COMMUNITY DEVELOPMENT					
NW NATURAL GAS	7.14.2021	07/22/2021	9614	202-725-52003	15.99
NW NATURAL GAS	7.14.2021	07/22/2021	7764	202-725-52003	37.01
PORTLAND GENERAL ELECTRIC	INV0001776	07/23/2021	7357701000	202-722-52003	49.88
PORTLAND GENERAL ELECTRIC	INV0001777	07/23/2021	1650931000	202-722-52003	20.99
Fund 202 - COMMUNITY DEVELOPMENT Total:					123.87
Fund: 205 - STREETS					
CITY OF ST. HELENS	INV0001775	07/23/2021	PERMIT WATER LINE 322 N VE...	205-000-53001	118.62
Fund 205 - STREETS Total:					118.62
Fund: 601 - WATER					
NW NATURAL GAS	7.14.2021	07/22/2021	2942	601-732-52003	23.42
Fund 601 - WATER Total:					23.42
Fund: 603 - SEWER					
NW NATURAL GAS	7.14.2021	07/22/2021	5750	603-736-52003	18.20
NW NATURAL GAS	7.14.2021	07/22/2021	7720	603-736-52003	8.00
NW NATURAL GAS	7.14.2021	07/22/2021	5750	603-737-52003	18.20
NW NATURAL GAS	7.14.2021	07/22/2021	7720	603-737-52003	7.99
Fund 603 - SEWER Total:					52.39
Fund: 703 - PW OPERATIONS					
WILCOX	0621074-IN	07/19/2021	FUEL	703-734-52022	156.60
NW NATURAL GAS	7.14.2021	07/22/2021	8675	703-734-52003	15.99
PAPE MACHINERY	12869219	07/23/2021	RESISTOR	703-734-52001	109.94
COLUMBIA AUDIO SPECIALTIES..	40726	07/23/2021	RADIO INSTIALL LOCAL FREQU...	703-734-52099	60.00
CINTAS	8405213168	07/23/2021	FIRST AID CABINET SERVICE	703-734-52019	131.21
CORE & MAIN	0074220	07/23/2021	FIBRELYTE WATER LID	703-734-52001	1,587.75
Fund 703 - PW OPERATIONS Total:					2,061.49
Grand Total:					4,505.04

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	2,125.25
202 - COMMUNITY DEVELOPMENT	123.87
205 - STREETS	118.62
601 - WATER	23.42
603 - SEWER	52.39
703 - PW OPERATIONS	2,061.49
Grand Total:	4,505.04

Account Summary

Account Number	Account Name	Expense Amount
100-704-52019	Professional Services	220.00
100-705-52001	Operating Supplies	975.26
100-705-52003	Utilities	20.60
100-706-52003	Utilities	25.29
100-706-52034	Visual Materials	79.71
100-707-52001	Operating Supplies	12.00
100-707-52019	Professional Services	455.00
100-708-52003	Utilities	55.98
100-709-52003	Utilities	245.69
100-715-52003	Utilities	35.72
202-722-52003	Utilities	70.87
202-725-52003	Utilities	53.00
205-000-53001	Capital Outlay	118.62
601-732-52003	Utilities	23.42
603-736-52003	Utilities	26.20
603-737-52003	Utilities	26.19
703-734-52001	Operating Supplies	1,697.69
703-734-52003	Utilities	15.99
703-734-52019	Professional Services	131.21
703-734-52022	Fuel	156.60
703-734-52099	Equipment Operations	60.00
Grand Total:		4,505.04

Project Account Summary

Project Account Key	Expense Amount
None	4,505.04
Grand Total:	4,505.04