



COUNCIL REGULAR SESSION

Wednesday, December 15, 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:

HYBRID: Council Chambers and Zoom (details below)

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*

ORDINANCES – *Final Reading*

- 1. Ordinance No. 3271:** An Ordinance Amending the St. Helens Municipal Code Chapter 6.04 Regarding Beekeeping
- 2. Ordinance No. 3275:** An Ordinance Amending St. Helens Municipal Code Title 13 Relating to Definitions of Equivalent Dwelling Units for Water and Wastewater Utilities Services
- 3. Ordinance No. 3276:** An Ordinance Amending St. Helens Municipal Code Title 2 Relating to Administration and Personnel

ORDINANCES – *First Reading*

- 4. Ordinance No. 3277:** An Ordinance to Annex and Designate the Zone of Certain Property at 35480 East Division Road
- 5. Ordinance No. 3278:** An Ordinance to Annex and Designate the Zone of Certain Property at 58471 Columbia River Highway
- 6. Ordinance No. 3279:** An Ordinance to Annex and Designate the Zone of Certain Property at 58284 Old Portland Road

RESOLUTIONS

- 7. Resolution No. 1942:** A Resolution to Set 2022 City Public Meetings and Holiday Closures Schedule for City of St. Helens Council, Boards and Commissions
- 8. Resolution No. 1943:** A Resolution Appointing the Budget Officer for Fiscal Year 2022-23
- 9. Resolution No. 1944:** A Resolution Adopting a Community Public Safety Fee
- 10. Resolution No. 1945:** A Resolution Approving Participation as a Local Government Recipient of the National Prescription Opiate Litigation Settlement, and Related Matters

AWARD BID/CONTRACT

- 11.** 2021 Aerial Imaging and GIS Data Update to GeoTerra for \$94,110

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

[12.](#) First Amendment to Agreement with David Evans & Associates, Inc. for Columbia Blvd. Sidewalk & Safety Improvements Project

[13.](#) Contract Payments

APPOINTMENTS TO CITY BOARDS/COMMISSIONS

[14.](#) Appointments to Planning Commission & Budget Committee

CONSENT AGENDA FOR ACCEPTANCE

[15.](#) Oregon Department of State Lands Amended and Restated Submerged and Submersible Land Lease Agreement No. 10474-ML

CONSENT AGENDA FOR APPROVAL

[16.](#) New Engineering Manager Job Description

[17.](#) New Engineer III Job Description

[18.](#) New Water Quality Manager Job Description

[19.](#) New Facilities Maintenance Supervisor Job Description

[20.](#) Accounts Payable Bill Lists

WORK SESSION ACTION ITEMS**MAYOR SCHOLL REPORTS****COUNCIL MEMBER REPORTS****OTHER BUSINESS****ADJOURN****VIRTUAL MEETING DETAILS**

Zoom: <https://us02web.zoom.us/j/87144356399?pwd=VHQ0ZHVMdVRGb3pNd3pha1d2MnJ5UT09>

Meeting ID: 871 4435 6399

Passcode: 711478

Call In: 1-346-248-7799

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

Be a part of the vision...Get involved with your City...Volunteer for a City of St. Helens Board or Commission!

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

City of St. Helens
ORDINANCE NO. 3271

AN ORDINANCE AMENDING THE ST. HELENS MUNICIPAL CODE
CHAPTER 6.04 REGARDING BEEKEEPING

WHEREAS, in 2015 the State of Oregon adopted House Bill 2653 which requires Oregon State University (OSU) Extension Service, in consultation with State Department of Agriculture, to create best practices for beekeeping in residential areas; and

WHEREAS, said House Bill requires local governments to review existing ordinances and determine whether to adopt new ordinances relating to residential beekeeping;

WHEREAS, the City Council considered the City's prohibition of beekeeping within city limits and determined that some beekeeping should be allowed.

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

Section 1. Chapter 6.04 of the St. Helens Municipal Code ("SHMC") is hereby amended, attached hereto as **Attachment "A"** and made part of this reference.

Section 2. Severability. If any section, provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other sections, provisions, clauses or paragraphs of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be servable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 3. Provisions of this Ordinance shall be incorporated in the St. Helens Municipal Code and the word "ordinance" may be changed to "code," "article," "section," or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that Whereas clauses and boilerplate provisions need not be codified.

Section 4. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: December 1, 2021

Read the second time: December 15, 2021

APPROVED AND ADOPTED this 15th day of December 2021 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

underlined words are added
~~words-stricken~~ are deleted

[...] means skipping text as it reads in the code (e.g., to focus on text being edited in this document)

CHAPTER 6.04 ANIMAL CONTROL

Sections:

- 6.04.010 Definition of terms.**
- 6.04.020 Owner's duties.**
- 6.04.030 Public duties.**
- 6.04.040 Prohibited activities.**
- 6.04.045 Honeybee Beekeeping.**
- 6.04.050 Cruelty to animals.**
- 6.04.060 Dangerous or aggressive animals.**
- 6.04.065 Declassification of aggressive dogs.**
- 6.04.070 Animal fighting.**
- 6.04.080 Animal facility licensing.**
- 6.04.090 Impounding procedures.**
- 6.04.100 Penalties.**

[...]

6.04.040 Prohibited activities.

[...]

(3) Public Nuisances. It shall be unlawful to keep or maintain within the city any animal which is a nuisance. An animal is a nuisance as described if it:

(a) Causes continuous noise lasting for a minimum period of 15 minutes or intermittent noise lasting for a minimum period of 30 minutes by excessive barking or noise making, for which the listener can clearly hear the content of the sound produced by the animal from inside any neighboring building, vehicle or residence;

(b) Chases vehicles;

(c) Damages or destroys property of a person other than the owner or custodian of the animal;

(d) Scatters garbage;

(e) Molests, attacks or interferes with persons or other domestic animals on property other than the owner's property-;

(f) Involves bees that exhibit aggressive behavior such as stinging or attacking without provocation;

(g) Involves ongoing honeybee flight paths that are less than 6' from ground level at a property line of the property where the bees are kept;

(h) Involves honeybees swarming outside of the normal Spring season.

[...]

(5) Animal Restrictions and Prohibitions.

(a) The following are prohibited except as set forth in subsections (5)(b), (5)(c) and (5)(d) of this section:

(i) Beekeeping. No person shall possess, maintain or keep bees in the city limits, except for mason bees, and in conformance with SHMC 6.04.045, honeybees.

(ii) Dogs. No single-family residence shall contain more than three adult dogs and one litter of puppies under six months of age.

(iii) Exotic Animals. No person shall possess, maintain or keep any exotic animal in the city limits.

(iv) Hens and Ducks. No single-family residence shall possess, maintain or keep more than three adult hens or ducks, or any combination thereof, and six chicks or ducklings, or any combination thereof, under nine weeks of age.

(v) Livestock. No person shall possess, maintain or keep any livestock in the city limits.

(vi) Rabbits. No single-family residence shall possess, maintain or keep more than three adult rabbits and one litter of rabbit kits (bunnies) under nine weeks of age.

(vii) Wildlife. No person shall possess, maintain or keep any wildlife in the city limits.

(b) Except for subsections (5)(a)(i), (5)(a)(v) and (5)(a)(vii) of this section, an owner may request an animal facility license for the keeping of such animals in the manner as set forth in SHMC 6.04.080. For beekeeping of honeybees, see SHMC 6.04.045.

[...]

6.04.45 Honeybee Beekeeping.

(1) Purpose. The purpose of this section is to establish certain requirements for honeybee beekeeping within the City of St. Helens associated with residential uses and to avoid issues which might otherwise be associated with beekeeping in populated areas.

(2) In addition to the definitions per Section 6.04.010, the following definitions apply to this Section:

(a) "Apiary" means the place where bee colonies are located.

(b) "Colony" or "colonies of bees" refers to any hive occupied by bees.

(c) "Flight path" means the route taken by bees to and from the colony to gather water, nectar, pollen, or propolis.

(d) "Hive" means a container or collection of boxes for housing honeybees including those for a nucleus colony.

(e) "Honeybee" means a honey-producing insect of the species *Apis mellifera* commonly known as honeybees.

(f) "Lot" means a contiguous parcel of land under common ownership.

(g) "Nucleus colony" or "nuc" means a small colony that only contains a few thousand honeybees and a queen that is used primarily to produce new queens or workers for the purpose of starting a new colony or adding to an existing colony.

(h) "Robbing" means the process by which bees collect honey from colonies other than their own, from frames of extracted honey, or from spills of sugar syrup or honey.

(3) Beekeeping of honeybees may be allowed as an accessory use on property developed with a lawfully existing residential use as the principle use of the property (see Chapter 17.16 SHMC for definition of accessory use and principal use). No animal facility license per SHMC 6.04.080, permit or other authorization is required to allow honeybee beekeeping associated with a lawfully existing residential use, but allowance of such is subject to the following:

(a) The number of hives are limited to up to four per property on any size lot, up to six for any lot 10,000 square feet or greater, and up to ten for any lot greater than 1 acre in size.

(b) Hives shall be hidden from public view at all times.

(c) Flight paths shall be managed by:

(i) Establishing and maintaining a flyaway barrier at least 6 feet in height consisting of a solid wall, fence, dense vegetation or combination thereof that is parallel to the lot line(s) and extends 10 feet beyond the apiary in each direction so that all bees are forced to fly at an elevation of at least 6 feet above ground level over the lot lines in the vicinity of the apiary; or

(ii) A flyaway barrier is not required when:

(A) All hives are more than 10 feet from any lot line; and/or

(B) All hives are elevated to a height of 10 feet or more above ground level.

(d) In addition to any setback to manage flight paths per SHMC 6.04.045(3)(c) and to meet any yard (setback) requirement of the Development Code, all hives must be:

(i) At least 3 feet from all property lines; and

(ii) At least 15 feet from public walkways and streets, and any public outdoor spaces used for, but not limited to, seating, playgrounds, and recreational fields.

(e) Each beekeeper shall ensure that a convenient, on-site source of water is available to the bees at all times during the months of March through October when honeybees forage. Water source should be within fifteen feet of the base of the hive(s), located away from lot lines and toward the interior of the property, where possible.

(f) Each beekeeper shall comply with Oregon Department of Agriculture (ODA) apiary registration requirements, as applicable.

(g) Swarming outside of the Spring season. Swarming is a natural reproduction phenomenon of honeybees that typically occurs in the Spring. Swarming outside of this normal period may be a sign of necessary maintenance of the hives needed to mitigate defensive behavior, including but not limited to addressing overcrowding of hives, requeening, managing the age of the colony, and managing exposed honey, syrup or nectar or wax comb that could encourage robbing by other bees.

(4) The requirements of this Section are in addition to those related to farm use as defined by Chapter 17.16 SHMC and any other applicable laws of the Development Code.

City of St. Helens
ORDINANCE NO. 3275

**AN ORDINANCE AMENDING ST. HELENS MUNICIPAL CODE TITLE
13 RELATING TO DEFINITIONS OF EQUIVALENT DWELLING
UNITS FOR WATER AND WASTEWATER UTILITIES SERVICES**

WHEREAS, staff has reviewed the current St. Helens Municipal Code and determined that changes need to be made to help clarify administrative processes related to utility billing and rates; and

WHEREAS, Chapter 13.20.020 defines the Drainage Residential Unit (DRU) for stormwater service, but no such definition exists in Title 13 of the St. Helens Municipal Code for water and wastewater utilities services.

WHEREAS, staff finds it is necessary and appropriate to define Equivalent Dwelling Units of demand for water and wastewater utilities services in Chapter 13.02.010 in Title 13 Public Services of the St. Helens Municipal Code; and

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

Section 1. Chapter 13.02.010 (4) be added to Title 13:

“Water Equivalent Dwelling Unit (EDU)” means for domestic water service, one EDU shall be equivalent to a $\frac{3}{4}$ -inch meter and is considered to be equivalent to 1,000 cubic feet (cf) of water per month for planning purposes.

Section 2. Chapter 13.02.010 (5) be added to Title 13:

“Wastewater Equivalent Dwelling Unit (EDU)” means for wastewater service, one EDU shall be 550 cubic feet (cf) per month of residential strength wastewater defined as having a maximum concentration of 220 milligrams per liter (mg/l) biochemical oxygen demand (BOD5) and 220 milligrams per liter (mg/l) total suspended solids (TSS).

Section 3. All defined terms in Chapter 13.02.010 will be renumbered and reordered alphabetically with the inclusion of the newly defined EDUs for water and wastewater utilities services.

Read the first time: December 1, 2021
Read the second time: December 15, 2021

APPROVED AND ADOPTED by the City Council this 15th day of December 2021, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
ORDINANCE NO. 3276

AN ORDINANCE AMENDING ST. HELENS MUNICIPAL CODE
TITLE 2 RELATING TO ADMINISTRATION AND PERSONNEL

WHEREAS, St. Helens Municipal Code Title 2 regarding administration and personnel requires periodic updating to current standards; and

WHEREAS, the City Council has determined that updates are needed to Title 2 of the Municipal Code to reflect current and best practices.

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

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

Section 2. The City of St. Helens Municipal Code is hereby amended, attached hereto as **Attachment "A"**, and made part of this reference.

Section 3. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time:	December 1, 2021
Read the second time:	December 15, 2021

APPROVED AND ADOPTED by the City Council this 15th day of December 2021, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

2.04 PUBLIC CONTRACTING CODE

2.04.010 Short title.

The provisions of this chapter and all rules adopted under this chapter may be cited as the St. Helens public contracting code. (Ord. 2942 § 3, 2005)

2.04.020 Purpose.

The purpose of the St. Helens public contracting code is to utilize public contracting practices and methods that maximize the efficient use of public resources and the purchasing power of public funds by:

- (1) Promoting impartial and open competition;
- (2) Using solicitation materials that are complete and contain a clear statement of contract specifications and requirements; and
- (3) ~~Taking full advantage of evolving~~ Utilizing current procurement methods that suit the contracting needs of the city as they emerge within various industries. (Ord. 2942 § 4, 2005)

2.04.030 St. Helens public contracting code.

The following rules are adopted as the city's public contracting rules. As provided by ORS [279A.065](#) ~~(65)~~(a), the Model Rules adopted by the Attorney General under ORS Chapters [279A](#), [279B](#), and [279C](#) ("the Model Rules") do not apply, unless otherwise provided for herein or as adopted by ordinance or resolution by the city of St. Helens local contract review board. (Ord. 2942 § 5, 2005)

2.04.040 Interpretation of public contracting code.

In furtherance of the purpose of the objectives set forth herein, it is the intent of the city of St. Helens that the St. Helens public contracting code be interpreted to authorize the full use of all contracting powers and authorities described in ORS Chapters [279A](#), [279B](#) and [279C](#). (Ord. 2942 § 6, 2005)

2.04.050 Code not applicable to the following public contracts.

In accordance with ORS [279A.025](#), the St. Helens public contracting code and the Oregon Public Contracting Code do not apply to the following classes of contracts:

- (1) Agreements between Governments. Intergovernmental agreements and contracts between the city of St. Helens and a public body or agency of the state of Oregon or its political subdivisions, or between the city of St. Helens and an agency of the federal government.
- (2) Grants. Except as provided below for public improvements and public works, a grant contract is an agreement under which the city of St. Helens is either a grantee or a grantor of moneys, property or other assistance, including loans, loan guarantees, credit enhancements, gifts, bequests,

commodities or other assets, for the purpose of supporting or stimulating a program or activity of the grantee and in which no substantial involvement by the grantor is anticipated in the program or activity other than involvement associated with monitoring compliance with the grant conditions. While the making or receiving of a grant is not a public contract subject to the Oregon Public Contracting Code, any grant made by the city of St. Helens for the purpose of constructing a public improvement or public works project shall impose conditions on the grantee that ensure that expenditures of the grant to design or construct the public improvement or public works project are made in accordance with the Oregon Public Contracting Code and this code.

(3) Legal Witnesses and Consultants. Contracts for professional or expert witnesses or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which the city of St. Helens is or may become interested.

(4) Real Property. Acquisitions or disposals of real property or interests in real property.

(5) Textbooks. Contracts for the procurement or distribution of textbooks.

(6) Oregon Corrections Enterprises. Procurements from an Oregon corrections enterprises program.

(7) Finance. Contracts, agreements or other documents entered into, issued or established in connection with:

(a) The incurring of debt by the city of St. Helens, including any associated contracts, agreements or other documents, regardless of whether the obligations that the contracts, agreements or other documents establish are general, special or limited;

(b) The making of program loans and similar extensions or advances of funds, aid or assistance by the city of St. Helens to a public or private person for the purpose of carrying out, promoting or sustaining activities or programs authorized by law, other than for the construction of public works or public improvements;

(c) The investment of funds by the city of St. Helens as authorized by law; or

(d) Banking, money management or other predominantly financial transactions of the city of St. Helens that, by their character, cannot practically be established under the competitive contractor selection procedures, based upon the findings of the finance director.

(8) Employee Benefits. Contracts for employee benefit plans as provided in ORS [243.105](#)(1), [243.125](#)(4), [243.221](#), [243.275](#), [243.291](#), [243.303](#) and [243.565](#).

(9) Exempt Under State Laws. Any other public contracting specifically exempted from the Oregon Public Contracting Code by another provision of law.

(10) Federal Law. Except as otherwise expressly provided in ORS [279C.800](#) through [279C.870](#), applicable federal statutes and regulations govern when federal funds are involved and the federal statutes or regulations conflict with any provision of the Oregon Public Contracting Code or this code, or require additional conditions in public contracts not authorized by the Oregon Public Contracting Code or this code. (Ord. 2942 § 7, 2005)

2.04.060 Model Rules.

Except as specifically provided herein, or by subsequent ordinance or resolution, the Model Rules, Divisions 46, 47, and 49, adopted by the Attorney General under ORS Chapters [279A](#), [279B](#), and [279C](#), as they now exist, and as they may be amended in the future, and in the adopted ordinances of the city of St. Helens, are hereby adopted as the city of St. Helens public contracting rules. Words and phrases used in these rules that are defined in ORS Chapter [279A](#), [279B](#) or [279C](#) and in the Model Rules shall have the same meaning as in those statutes and rules. In the event that the rules adopted by the local contract review board do not address a particular situation, the Model Rules apply. (Ord. 2942 § 8, 2005)

2.04.070 Local contract review board.

The city council of the city of St. Helens is designated as the local contract review board under the state of Oregon Public Contracting Code and this code. No special procedure shall be necessary for the city council, otherwise meeting properly at any regular or special meeting for the transaction of city business, to exercise the powers of the local contract review board. Except as expressly delegated under these regulations, the city council of the city of St. Helens reserves to itself the exercise of all of the duties and authority of a local contract review board under state and local law, including, but not limited to, the power and authority to:

- (1) Solicitation Methods Applicable to Contracts. Approve the use of contracting methods and exemptions from contracting methods for a specific contract or certain classes of contracts.
- (2) Brand Name Specifications. Exempt the use of brand name specifications for public improvement contracts.
- (3) Waiver of Performance and Payment Bonds. Approve the partial or complete waiver of the requirement for the delivery of a performance or payment bond for construction of a public improvement, other than in cases of emergencies.
- (4) Electronic Advertisement of Public Improvement Contracts. Authorize the use of electronic advertisements for public improvement contracts in lieu of publication in a newspaper of general circulation.
- (5) Appeals of Debarment and Prequalification Decisions. Hear properly filed appeals of the city administrator's determination of debarment or concerning prequalification.
- (6) Rulemaking. Adopt contracting rules under ORS [279A.065](#) and [279A.070](#) including, without limitation, rules for the procurement, management, disposal and control of goods, services, personal services, and public improvements.
- (7) Award. Award all contracts.
- (8) Delegation. Delegate to any employee or agent of the city of St. Helens any of the duties or authority of a contracting agency. (Ord. 2942 § 9, 2005)

2.04.080 Contracting agency.

The city council of the city of St. Helens is designated as the contracting agency under the state of Oregon Public Contracting Code and this code. Except as expressly delegated under these regulations, the city council of the city of St. Helens reserves to itself the exercise of all of the duties

and authority of a contracting agency under state and local law. The contracting agency may, from time to time, delegate its powers and responsibilities by board order, resolution or ordinance consistent with the Oregon Public Contracting Code, the Model Rules, and ordinances of the city of St. Helens. (Ord. 2942 § 10, 2005)

2.04.090 Delegation of authority to city administrator.

(1) General Authority. The city administrator shall be the purchasing manager for the city of St. Helens and is hereby authorized to issue all solicitations and to award all city of St. Helens contracts for which the contract price does not exceed ~~\$75,000~~\$100,000. Subject to the provisions of this chapter, the city administrator may adopt and amend all solicitation materials, contracts and forms required or permitted to be adopted by contracting agencies under the Oregon Public Contracting Code, this code or otherwise convenient for the city of St. Helens's contracting needs. The city administrator shall hear all solicitation and award protests.

(2) Solicitation Preferences. When possible, the city administrator shall use solicitation documents and evaluation criteria that:

(a) Give preference to goods that are fabricated or processed, or services that are performed entirely within the state of Oregon if the cost of the goods or services does not exceed 110 percent of the cost of the goods or services not fabricated or processed or performed entirely within the state of Oregon and, if more than one bidder or proposer qualifies for this preference, the city may give an additional five percent preference to a qualifying bidder or proposer that resides in or is headquartered in the state of Oregon; and

(b) Give preference to goods that are certified to be made from recycled products when such goods are available, can be substituted for nonrecycled products without a loss in quality, and the cost of goods made from recycled products is not significantly more than the cost of goods made from nonrecycled products.

(3) Delegation of City Administrator's Authority. The following delegations are authorized and approved by the contracting agency:

(a) Any of the responsibilities or authorities of the city administrator under this chapter may be delegated and subdelegated by written directive or order.

(b) Without such order, the city finance director, in the absence of the city administrator, shall serve as purchasing manager with all the powers, responsibilities and authorities of the administrator.

~~(c) Without such order, the city engineering manager, in the absence of the city administrator, shall serve as purchasing manager with all the powers, responsibilities and authorities of the administrator, as regards public improvements and public works contracts.~~

~~(d) Without such order, the following city department heads are delegated contract and purchasing authority, up to \$5,000: city attorney, finance director, engineering administrator, chief of police, planning administrator, building official, library director, and wastewater treatment superintendent. Amounts between \$5,000 and \$25,000 require approval of the designated department councilor.~~

~~(e) Without such order, each city department head is authorized to delegate contract and purchasing authority to another employee serving as "acting" in capacity in the department head's absence.~~

~~(f)~~ Without such order, city department heads may enter into contracts authorized under the city ordinances or by the appropriate approval authority ~~(e.g., planning commission)~~ when such contracts do not expend city funds, on behalf of their respective departments and the city, provided the contract contains the concurrence and signatures of the city administrator ~~and city attorney~~ and provided the department head provides notice of such contract by placing it on the council's agenda for acceptance at the next available city council meeting.

~~(g) Without such order, the city attorney together with any applicable city department head may enter into compliance agreements and/or settlement agreements (e.g., nuisance abatement compliance agreements) in avoidance of administrative proceedings or litigation, when such agreements do not exceed \$25,000, on behalf of their respective departments and the city, provided the agreement contains the concurrence and signatures of the department head, city administrator and city attorney and provided the department head provides notice of such agreement by placing it on the council's agenda for acceptance at the next available city council meeting.~~

~~(h) Without such order the city finance director or his/her designee, with the concurrence of the city administrator and the applicable department head, are authorized to pay any bills not to exceed \$10,000 without action of the full city council provided the finance director provides notice of all such bills by placing them on the council's agenda for acceptance at the next available city council meeting.~~

~~(d)~~ The following safeguards and requirements set forth below for contracts, purchases, payments, and approval of exemptions shall be observed by the city purchasing manager and all department heads:

(i) Whenever a contract officer is authorized to contract or purchase, the contract officer's authority is expressly contingent on documented compliance with public contracting regulations adopted by the city. Every contract officer is specifically authorized and required to take such actions and grant such orders and exemptions, with supporting documentation, as are necessary to achieve strict compliance with city contracting laws and procedures.

~~(ii) With approval of the designated department councilor, department heads are authorized to enter into contracts and make purchases and approve contract exemptions between \$5,000 and not to exceed \$25,000 in public funds, provided the contract or purchase is authorized in the current city budget, and available funds are verified by the signature of either the finance director or city administrator on the contract/purchase order and the exemption order. Said contract or purchase must be made on contract forms and exemption forms approved and executed by the city attorney.~~

~~(iii) Contracts and purchases not to exceed \$5,000 may be executed or made by the city department head, and no exemption record is required to be made; provided, however, the department head shall verify available budgeted funds. The city attorney's signature is not required if standard contract forms are used. The city administrator or city finance director's signatures are not required to verify budgeted funds. Department heads are~~

~~solely responsible to keep track of such purchases and contracts and are encouraged to make a record of such purchases consistent with city policy for larger contracts.~~

~~(iv) Notwithstanding the delegation in this chapter, department heads are encouraged to keep their city council liaison informally advised of the substance of any contract or purchase. The city council, acting at a regular or special meeting, reserves to itself the power and authority to approve any contract, purchase, exemption order or authorize payment.~~

(4) Mandatory Review of Rules. Whenever the Oregon State Legislative Assembly enacts laws that cause the Attorney General to modify its Model Rules, the city administrator shall review the public contracting regulations, other than the Model Rules, and recommend to the city council of the city of St. Helens any modifications required to ensure compliance with statutory changes. (Ord. 3158 § 1, 2012; Ord. 3066 §§ 1, 2, 2007; Ord. 2942 § 11, 2005)

2.04.100 Public contracts – Additional definitions.

The following terms used in these regulations shall have the meanings set forth below:

“Award” means the selection of a person to provide goods, services or public improvements under a public contract. The award of a contract is not binding on the city of St. Helens until the contract is executed and delivered by city of St. Helens.

“Bid” means a binding, sealed, written offer to provide goods, services or public improvements for a specified price or prices.

“Concession agreement” means a contract that authorizes and requires a private entity or individual to promote or sell, for its own business purposes, specified types of goods or services from real property owned or managed by the city of St. Helens, and under which the concessionaire makes payments to the city of St. Helens based, at least in part, on the concessionaire’s revenues or sales. The term “concession agreement” does not include a mere rental agreement, license or lease for the use of premises.

“Contract price” means the total amount paid or to be paid under a contract, including any approved alternates, and any fully executed change orders or amendments.

~~“Contract review board” or~~ “local contract review board” or “LCRB” means the city council of the city of St. Helens.

“Cooperative procurement” means a procurement conducted by or on behalf of one or more contracting agencies.

“Debarment” means a declaration by the city council or city administrator under [ORS 279B.130](#) or [279C.440](#) that prohibits a potential contractor from competing for the city of St. Helens public contracts for a prescribed period of time.

“Disposal” means any arrangement for the transfer of property by the city of St. Helens under which the city of St. Helens relinquishes ownership.

“Emergency” means circumstances that create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and require prompt execution of a contract to remedy the condition.

“Energy savings performance contract” means a contract with a qualified energy service company for the identification, evaluation, recommendation, design and construction of energy conservation measures that guarantee energy savings or performance.

“Findings” are the statements of fact that provide justification for a determination. Findings may include, but are not limited to, information regarding operation, budget and financial data; public benefits; cost savings; competition in public contracts; quality and aesthetic considerations; value engineering; specialized expertise needed; public safety; market conditions; technical complexity; availability; performance and funding sources.

“Goods” means any item or combination of supplies, equipment, materials or other personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto.

“Informal solicitation” means a solicitation made in accordance with the city of St. Helens public contracting code to a limited number of potential contractors, in which the solicitation agent attempts to obtain at least three written quotes or proposals.

“Invitation to bid” means a publicly advertised request for competitive sealed bids.

“Model Rules” means the public contracting rules adopted by the Attorney General under ORS [279A.065](#).

“Offeror” means a person who submits a bid, quote or proposal to enter into a public contract with the city of St. Helens.

“Oregon Public Contracting Code” means ORS Chapters [279A](#), [279B](#) and [279C](#).

“Person” means a natural person or any other private or city of St. Helens entity having the legal capacity to enter into a binding contract.

“Personal services contract” means a contract with an independent contractor predominantly for services that require special training or certification, skill, technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of judgment skills, and for which the quality of the service depends on attributes that are unique to the service provider. Such services include, but are not limited to, the services of architects, engineers, land surveyors, photogrammetrists, transportation planners, attorneys, auditors and other licensed professionals, artists, designers, computer programmers, performers, consultants and property managers. The city administrator shall have discretion to determine whether additional types of services not specifically mentioned in this paragraph fit within the definition of personal services.

“Proposal” means a binding offer to provide goods, services or public improvements with the understanding that acceptance will depend on the evaluation of factors other than, or in addition to, price. A proposal may be made in response to a request for proposals or under an informal solicitation.

“Public contract” means a sale or other disposal, or a purchase, lease, rental or other acquisition, by the city of St. Helens of personal property, services, including personal services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement.

“Public improvement” means a project for construction, reconstruction or major renovation on real property by or for the city of St. Helens. “Public improvement” does not include:

(1) Projects for which no funds of the city of St. Helens are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or

(2) Emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement.

“Purchasing manager” means the city administrator or designee.

“Qualified pool” means a pool of vendors who are prequalified to compete for the award of contracts for certain types of contracts or to provide certain types of services.

“Quote” means a price offer made in response to an informal or qualified pool solicitation to provide goods, services or public improvements.

“Request for proposals” means a publicly advertised request for sealed competitive proposals.

“Services” means and includes all types of services (including construction labor) other than personal services.

“Solicitation” means an invitation to one or more potential contractors to submit a bid, proposal, quote, statement of qualifications or letter of interest to the city of St. Helens with respect to a proposed project, procurement or other contracting opportunity. The word “solicitation” also refers to the process by which the city of St. Helens requests, receives and evaluates potential contractors and awards public contracts.

“Solicitation agent” means, with respect to a particular solicitation, the department head or person designated by the department head to conduct the solicitation and make an award.

“Solicitation documents” means all informational materials issued by the city of St. Helens for a solicitation, including, but not limited to, advertisements, instructions, submission requirements and schedules, award criteria, contract terms and specifications, and all laws, regulations and documents incorporated by reference.

“Standards of responsibility” means the qualifications of eligibility for award of a public contract. An offeror meets the standards of responsibility if the offeror has:

(1) Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the offeror to meet all contractual responsibilities;

(2) A satisfactory record of performance. The solicitation agent shall document the record of performance of an offeror if the solicitation agent finds the offeror to be not responsible under this definition;

(3) A satisfactory record of integrity. The solicitation agent shall document the record of integrity of an offeror if the solicitation agent finds the offeror to be not responsible under this definition;

(4) Qualified legally to contract with the city of St. Helens;

(5) Supplied all necessary information in connection with the inquiry concerning responsibility. If an offeror fails to promptly supply information requested by the solicitation agent concerning responsibility, the solicitation agent shall base the determination of responsibility upon any available information or may find the offeror nonresponsible; and

(6) Not been debarred by the city of St. Helens, and, in the case of public improvement contracts, has not been listed by the Construction Contractors Board as a contractor who is not qualified to hold a public improvement contract.

“Surplus property” means personal property owned by the city of St. Helens which is no longer needed for use by the department to which such property has been assigned. (Ord. 3158 § 2, 2012; Ord. 2942 § 12, 2005)

2.04.110 Public contracts – Process for approval of special solicitation methods and exemptions.

(1) Authority of City of St. Helens City Council. In its capacity as local contract review board for the city of St. Helens, the city council, upon its own initiative or upon request of the city administrator, may create special ~~selections~~solicitationssolicitation, evaluation and award procedures for, or may exempt from competition, the award of a specific contract or class of contracts as provided in this section.

(2) Basis for Approval. The approval of a special solicitation method or exemption from competition must be based upon a record before the local contract review board, ~~that contains the following:~~

~~(a) The nature of the contract or class of contracts for which the special solicitation or exemption is requested;~~

~~(b) The estimated contract price or cost of the project, if relevant;~~

~~(c) Findings to support the substantial cost savings, enhancement in quality or performance or other public benefit anticipated by the proposed selection method or exemption from competitive solicitation;~~

~~(d) Findings to support the reason that approval of the request would be unlikely to encourage favoritism or diminish competition for the public contract or class of public contracts, or would otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the solicitation requirements that would otherwise be applicable under these regulations; and~~

~~(e) A description of the proposed alternative contracting methods to be employed.~~

~~(3)(a)~~ In making a determination regarding a special selection method, the local contract review board may consider the type, cost, amount of the contract or class of contracts, number of persons available to make offers, and such other factors as it may deem appropriate.

~~(4)(3)(a)~~ The local contract review board may approve the special solicitation or exemption after having received a written request that describes the contracting procedure, the goods or services or the class of goods or services that are the subject of the special procurement and the circumstances that justify the use of a special procurement under the standards set forth in subsection (2) of this section.

~~(5)(b)~~ The local contract review board may approve a special procurement if the local contract review board finds that the request submitted under subsection (2) of this section demonstrates that the use of a special procurement as described in the request:

(i) Is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and

(ii) Is reasonably expected to result in substantial cost savings to the city or the public or otherwise substantially promotes the public interest in a manner that could not be practicably realized by complying with the requirements of the local contract review board rules without using an exemption.

(4) Notification of the approval of an exemption to the local contract review board rules shall be published at least once in at least one newspaper of general circulation in the St. Helens area and in as many additional issues and publications as the city may determine.

(5) Any affected person may protest the approval of a special exemption in accordance with ORS [279B.400](#) and OAR [137-047-0700](#), by filing such protest within seven days from the date of publication of notice of the approval.

(6) Commencement of Solicitation Prior to Approval. A solicitation may be issued prior to the approval of a special exemption under this section; provided, that the closing of the solicitation may not be earlier than five days after the date of the hearing at which the LCRB approves the exemption. If the LCRB fails to approve a requested exemption or requires the use of a solicitation procedure other than the procedures described in the issued solicitation documents, the issued solicitation may either be modified by addendum, or cancelled. (Ord. 3201 § 1, 2015; Ord. 2942 § 13, 2005)

2.04.120 Approved solicitation methods for classes of contracts.

Having performed a public hearing in accordance with Oregon law, the following classes of public contracts and the method(s) that are approved for the award of each of the classes are hereby established by the city of St. Helens.

(1) Purchases from Nonprofit Agencies for Disabled Individuals. The city of St. Helens shall give a preference to goods, services and public improvements available from qualified nonprofit agencies for disabled individuals in accordance with the provisions of ORS [279.835](#) through [279.850](#).

(2) Public Improvement Contracts.

(a) Any Public Improvement. Unless otherwise provided in the code, or state law, or approved for a special exemption, public improvement contracts in any amount may be issued only under an invitation to bid.

(b) Nontransportation Public Improvements Up to \$100,000. Public improvement contracts other than contracts for a highway, bridge or other transportation project for which the estimated contract price does not exceed \$100,000 may be awarded using an informal solicitation for quotes.

(c) Transportation Public Improvements Up to \$50,000. Contracts for which the estimated contract price does not exceed \$50,000 for highways, bridges or other transportation projects may be awarded using an informal solicitation for quotes.

(d) Privately Constructed Public Improvements. The city of St. Helens may contribute funding to a privately constructed public improvement project without subjecting the project to competitive solicitation requirements if all of the following conditions are met with respect to the entire public improvement project:

~~(i) The city of St. Helens's contribution to the project may not exceed 25 percent of the total cost of the project;~~

(ii) The city of St. Helens must comply with all applicable laws concerning the reporting of the project to the Bureau of Labor and Industries ~~as a public works project;~~

(iii) The general contractor for the project must agree in writing to comply with all applicable laws concerning reporting and payment of prevailing wages for the project;

~~(iiiiv)~~ The funds contributed to the project may not provide a pecuniary benefit to the owner of the development for which the project is being constructed, other than benefits that are shared by all members of the community;

(iv) The performance of the general contractor and the payment of labor for the project must be secured by performance and payment bonds or other cash-equivalent security that is acceptable to the city administrator to protect the city of St. Helens against defective performance and claims for payment; and

(vi) The contract for construction of the project must be amended, as necessary, to require the general contractor to maintain adequate workers' compensation and liability insurance and to protect and provide indemnification to the city of St. Helens for all claims for payment, injury or property damage arising from or related to the construction of the project.

(3) Personal Services Contracts.

(a) Contracts for Architects, Engineers, Land Surveyors, Photogrammetrists, Transportation Planners, ~~financing~~ and Related Services.

(i) Personal services contracts with the above-enumerated professionals where the estimated cost of the contract does not exceed \$100,000, or in the case of an emergency, may be awarded in any manner which the solicitation agent deems appropriate to the city of St. Helens' needs, including by direct appointment or purchase.

(ii) Personal services contracts with the above-enumerated professionals where the estimated cost of the contract is greater than \$100,000 but does not exceed \$250,000 shall be awarded following a qualifications based selection procedure outlined in subsection (3)(a)(iii) of this section, except that the city may adjust the procedure to accommodate the city's scope, schedule or objectives for the particular project.

(iii) Personal services contracts with the above-enumerated professionals where the estimated cost of the contract is greater than \$250,000 shall be awarded following a qualifications based selection procedure focusing on the consultant's qualifications for the type of professional service required, taking into account the candidate's specialized experience, capabilities and technical competence; resources; record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration; ownership status and employment practices regarding minority, women and emerging small businesses or historically under utilized businesses; availability to the project locale; familiarity with the project locale; and proposed project management techniques. The city may not solicit or use pricing policies and proposals or other pricing information, including the number of hours proposed for the service required, expenses, hourly rates and overhead, to determine consultant compensation until after the city has selected a qualified professional. If the city and the professional are unable to negotiate a reasonable and fair amount of compensation, as determined solely by the city, the city shall, either orally or in writing, formally terminate negotiations with the selected candidate and may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the contracting agency terminates the consultant contracting process.

(b) Contracts for Services Other than Those with Architects, Engineers, Land Surveyors, Photogrammetrists, Transportation Planners, financing and Related Services. Personal services contracts for services other than those with architects, engineers, land surveyors, photogrammetrists, transportation planners, financing and related professionals in any amount may be awarded under a publicly advertised request for competitive sealed proposals.

(c) Personal Service Contracts for Other Services Not Exceeding ~~\$150~~100,000. Contracts for personal services other than those with architects, engineers, land surveyors, photogrammetrists, transportation planners, financing and related professionals for which the estimated contract price does not exceed ~~\$150~~100,000 may be awarded using an informal solicitation for proposals.

(d) Seventy-Five-Thousand-Dollar Award from Qualified Pool. Contracts for personal services other than those with architects, engineers, land surveyors, photogrammetrists, transportation planners, financing and related professionals for which the estimated contract price does not exceed \$75,000 may be awarded by direct appointment without competition from a qualified pool.

(e) Personal Service Contracts Not Exceeding ~~\$205~~0,000 per Year. Contracts other than those with architects, engineers, land surveyors, photogrammetrists, transportation planners, financing and related professionals for which the solicitation agent estimates that payments will

not exceed \$~~2950~~,000 in any fiscal year or \$150,000 over the full term, including optional renewals, may be awarded under any method deemed in the city of St. Helens' best interest by the solicitation agent, including by direct appointment.

(f) Personal Service Contracts for Continuation of Work. Contracts other than those with architects, engineers, land surveyors, photogrammetrists, transportation planners, financing and related professionals of not more than \$150,000 for the continuation of work by a contractor who performed preliminary studies, analysis or planning for the work under a prior contract may be awarded without competition if the prior contract was awarded under a competitive process and the solicitation agent determines that use of the original contractor will significantly reduce the costs of, or risks associated with, the work.

(4) Hybrid Contracts. The following classes of contracts include elements of construction of public improvements as well as personal services and may be awarded under a request for proposals, unless exempt from competitive solicitation.

(a) Design/Build and CM/GC Contracts. Contracts for the construction of public improvements using a design/build or construction manager/general contractor construction method shall be awarded under a request for proposals. The determination to construct a project using a design/build or construction manager/general contractor construction method must be approved by the city council or designee, upon application of the solicitation agent, in which the solicitation agent submits facts that support a finding that the construction of the improvement under the proposed method is likely to result in cost savings, higher quality, reduced errors, or other benefits to the city of St. Helens.

(b) Energy Savings Performance Contracts. Unless the contract qualifies for award under another classification in this section, contractors for energy savings performance contracts shall be selected under a request for proposals in accordance with the city of St. Helens's public contracting regulations.

(5) Contracts for Goods and Services.

(a) Any Procurement. The procurement of goods or services, or goods and services, in any amount may be made under either an invitation to bid or a request for proposals.

(b) Procurements Up to \$150,000. The procurement of goods or services, or goods and services, for which the estimated contract price does not exceed \$150,000 may be made under an informal solicitation for either quotes or proposals.

(6) Contracts Subject to Award at Solicitation Agent's Discretion. The following classes of contracts may be awarded in any manner which the solicitation agent deems appropriate to the city of St. Helens's needs, including by direct appointment or purchase. Except where otherwise provided, the solicitation agent shall make a record of the method of award.

(a) Advertising. Contracts for the placing of notice or advertisements in any medium.

(b) Amendments. Contract amendments shall not be considered to be separate contracts if made in accordance with the public contracting regulations.

(c) Animals. Contracts for the purchase of animals (e.g., specifically to include police dogs).

(d) Contracts Up to \$5,000. Contracts of any type for which the contract price does not exceed \$5,000 without a record of the method of award.

(e) Copyrighted Materials – Library Materials. Contracts for the acquisition of materials entitled to copyright, including, but not limited to, works of art and design, literature and music, or materials even if not entitled to copyright, purchased for use as library lending materials.

(f) Equipment Repair. Contracts for equipment repair or overhauling, provided the service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing.

(g) Governmentally Regulated Items. Contracts for the purchase of items for which prices or selection of suppliers are regulated by a governmental authority.

(h) Insurance. Insurance and service contracts as provided for under ORS [414.115](#), [414.125](#), [414.135](#) and [414.145](#).

(i) Nonowned Property. Contracts or arrangements for the sale or other disposal of abandoned property or other personal property not owned by the city of St. Helens.

(j) Sole Source Contracts. Contracts for goods or services which are available from a single source may be awarded without competition.

(k) Specialty Goods for Resale. Contracts for the purchase of specialty goods by city of St. Helens for resale to consumers.

(l) Sponsor Agreements. Sponsorship agreements, under which the city of St. Helens receives a gift or donation in exchange for recognition of the donor.

(m) Structures. Contracts for the disposal of structures located on property owned by the city of St. Helens.

(n) Renewals. Contracts that are being renewed in accordance with their terms are not considered to be newly issued contracts and are not subject to competitive procurement procedures.

(o) Temporary Extensions or Renewals. Contracts for a single period of one year or less, for the temporary extension or renewal of an expiring and nonrenewable or recently expired contract, other than a contract for public improvements.

(p) Temporary Use of Property Owned by the City of St. Helens. The city of St. Helens may negotiate and enter into a license, permit or other contract for the temporary use of property owned by the city of St. Helens without using a competitive selection process if:

(i) The contract results from an unsolicited proposal to the city of St. Helens based on the unique attributes of the property or the unique needs of the proposer;

(ii) The proposed use of the property is consistent with the city of St. Helens's use of the property and the public interest; and

(iii) The city of St. Helens reserves the right to terminate the contract without penalty, in the event that the city of St. Helens determines that the contract is no longer consistent with the city of St. Helens's present or planned use of the property or the public interest.

(q) Used Property. A solicitation agent, for procurements up to \$2050,000, and the city administrator, for procurements in excess of \$2050,000, may contract for the purchase of used property by negotiation if such property is suitable for the city of St. Helens's needs and can be purchased for a lower cost than substantially similar new property. For this purpose the cost of used property shall be based upon the life-cycle cost of the property over the period for which the property will be used by the city of St. Helens. The city administrator shall record the findings that support the purchase over \$2050,000.

(r) Utilities. Contracts for the purchase of steam, power, heat, water, telecommunications services, and other utilities.

(7) Contracts Required by Emergency Circumstances.

(a) In General. When an official with authority to enter into a contract on behalf of the city of St. Helens determines that immediate execution of a contract within the official's authority is necessary to prevent substantial damage or injury to persons or property, the official may execute the contract without competitive selection and award or city council or city administrator approval, but, where time permits, the official shall attempt to use competitive price and quality evaluation before selecting an emergency contractor.

(b) Reporting. An official who enters into an emergency contract shall, as soon as possible, in light of the emergency circumstances, (i) document the nature of the emergency, the method used for selection of the particular contractor and the reason why the selection method was deemed in the best interest of the city of St. Helens and the public, and (ii) notify the city administrator and city council of the facts and circumstances surrounding the emergency execution of the contract.

(c) Emergency Public Improvement Contracts. A public improvement contract may only be awarded under emergency circumstances if the city, pursuant to city ordinance, has made a written declaration of emergency. Any public improvement contract awarded under emergency conditions must be awarded within 60 days following the declaration of an emergency unless the city council grants an extension of the emergency period. Where the time delay needed to obtain a payment or performance bond for the contract could result in injury or substantial property damage, the city administrator may waive the requirement for all or a portion of required performance and payment bonds.

(8) Federal Purchasing Programs. Goods and services may be purchased without competitive procedures under a local purchasing program administered by the United States General Services Administration ("GSA") as provided in this subsection.

(a) The procurement must be made in accordance with procedures established by GSA for procurements by local government, and under purchase orders or contracts submitted to and approved by the city administrator. The solicitation agent shall provide the city administrator with a copy of the letter, memorandum or other documentation from GSA establishing permission to the city of St. Helens to purchase under the federal program.

(b) The price of the goods or services must be established under price agreements between the federally approved vendor and GSA.

(c) The price of the goods or services must be less than the price at which such goods or services are available under state or local cooperative purchasing programs that are available to the city of St. Helens.

(d) If a single purchase of goods or services exceeds \$150,000, the solicitation agent must obtain informal written quotes or proposals from at least two additional vendors (if reasonably available) and find, in writing, that the goods or services offered by GSA represent the best value for the city of St. Helens. This subsection does not apply to the purchase of equipment manufactured or sold solely for military or law enforcement purposes.

(9) Cooperative Procurement Contracts. Cooperative procurements may be made without competitive solicitation as provided in the Oregon Public Contracting Code.

(10) Surplus Property.

(a) General Methods. Surplus property may be disposed of by any of the following methods upon a determination by the solicitation agent that the method of disposal is in the best interest of the city of St. Helens. Factors that may be considered by the solicitation agent include costs of sale, administrative costs, and public benefits to the city of St. Helens. The solicitation agent shall maintain a record of the reason for the disposal method selected and the manner of disposal, including the name of the person to whom the surplus property was transferred.

(i) Other Governments. Without competition, by transfer or sale to another governmental entity.

(ii) Auction. By publicly advertised auction to the highest bidder.

(iii) Bids. By publicly advertised invitation to bid.

(iv) Liquidation Sale. By liquidation sale using a commercially recognized third-party liquidator selected in accordance with rules for the award of personal services contracts.

(v) Fixed Price Sale. The solicitation agent may establish a selling price based upon an independent appraisal or published schedule of values generally accepted by the insurance industry, schedule and advertise a sale date, and sell to the first buyer meeting the sales terms.

(vi) Trade-In. By trade-in, in conjunction with acquisition of other price-based items under a competitive solicitation. The solicitation shall require the offer to state the total value assigned to the surplus property to be traded.

(vii) Donation. By donation to any organization operating within or providing a service to residents of the city of St. Helens which is recognized by the Internal Revenue Service as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

(b) Disposal of Property with Minimal Value. Surplus property which has a value of less than \$500.00, or for which the costs of sale are likely to exceed sale proceeds may be disposed of by any means determined to be cost-effective, including by disposal as waste. The official making the disposal shall make a record of the value of the item and the manner of disposal.

(c) Personal-Use Items. An item (or indivisible set) of specialized and personal use, other than police officer's handguns, with a current value of less than \$100.00 may be sold to the employee or retired or terminated employee for whose use it was purchased. These items may be sold for fair market value without bid and by a process deemed most efficient by the city administrator.

(d) Police Officers' Handguns. Upon honorable retirement from service with the city of St. Helens, a police officer may purchase the handgun that ~~she or he~~ they ~~was~~ were using at the time of retirement. The purchase price shall be the fair market value of the handgun as determined by an independent appraisal performed by a qualified weapons appraiser. An officer electing to exercise this option shall notify the city of St. Helens at least 30 days prior to ~~his or her~~ their expected retirement date and request an appraisal of the handgun. Upon receipt of the appraisal fee from the officer the city of St. Helens shall arrange for the appraisal. A copy of the completed appraisal shall be provided to the officer, who shall have up to 30 days from the date of retirement to purchase the handgun for the appraised fair market value.

(e) Restriction on Sale to City of St. Helens Employees. City of St. Helens employees shall not be restricted from competing, as members of the public, for the purchase of publicly sold surplus property, but shall not be permitted to offer to purchase property to be sold to the first qualifying bidder until at least three days after the first date on which notice of the sale is first publicly advertised.

(f) Conveyance to Purchaser. Upon the consummation of a sale of surplus personal property, the city of St. Helens shall make, execute and deliver a bill of sale signed on behalf of the city of St. Helens, conveying the property in question to the purchaser and delivering possession, or the right to take possession, of the property to the purchaser.

(11) Concession Agreements.

(a) General. No part of a concession agreement shall contain or constitute a waiver of any generally applicable rules, code provisions or requirements of the city of St. Helens concerning regulation, registration, licensing, inspection, or permit requirements for any construction, rental or business activity.

(b) Classes of Contracts Eligible for Award without Competition. The following concession agreements may be awarded by any method deemed appropriate by the solicitation agent, including, without limitation, by direct appointment, private negotiation, from a qualified pool, or using a competitive process.

(i) Contracts Under \$5,000. Contracts under which the solicitation agent estimates that receipts by the city of St. Helens will not exceed \$5,000 in any fiscal year and \$50,000 in the aggregate.

(ii) Single Event Concessions. Concessions to sell or promote food, beverages, merchandise or services at a single public event shall be awarded based on any method

determined by the city administrator to provide a fair opportunity to all persons desiring to operate a concession, but in which the promotion of the public interest and success of the event shall be of predominant importance.

(c) Competitive Award. Concession agreements solicited by the city of St. Helens for the use of designated public premises for a term greater than a single event shall be awarded as follows:

(i) Small Concessions. For concession agreements for which the concessionaire's projected annual gross revenues are estimated to be \$500,000 or less, the city administrator has discretion to use either an informal solicitation or formal request for proposals process applicable to contracts for personal services. If the proposals received indicate a probability that the concessionaire's annual gross revenues will exceed \$500,000, the solicitation agent may, but shall not be required to, reissue the solicitation as a request for proposals.

(ii) Major Concessions. Concession agreements for which the concessionaire's projected annual gross revenues under the contract are estimated to exceed \$500,000 annually shall be awarded using a request for proposals. (Ord. 3158 § 3, 2012; Ord. 2942 § 14, 2005)

2.04.130 Public contracts – Informal solicitation procedures.

The city of St. Helens may use the following procedure for informal solicitations in lieu of the procedures set forth in the Model Rules.

(1) Informally Solicited Quotes and Proposals.

(a) Solicitation of Offers. When authorized by these regulations, an informal solicitation may be made by general or limited advertisement to a certain group of vendors, by direct inquiry to persons selected by the solicitation agent, or in any other manner which the solicitation agent deems suitable for obtaining competitive quotes or proposals. The solicitation agent shall deliver or otherwise make available to potential offerors a written scope of work, a description of how quotes or proposals are to be submitted and description of the criteria for award.

(b) Award. The solicitation agent shall attempt to obtain a minimum of three written quotes or proposals before making an award. If the award is made solely on the basis of price, the solicitation agent shall award the contract to the responsible offeror that submits the lowest responsive quote. If the award is based on criteria other than, or in addition to, price, the solicitation agent shall award the contract to the responsible offeror that will best serve the interests of the city of St. Helens, based on the criteria for award.

(c) Records. A written record of all persons solicited and offers received shall be maintained. If three offers cannot be obtained, a lesser number will suffice, provided that a written record is made of the effort to obtain the quotes.

(2) Qualified Pools.

(a) General. To create a qualified pool, the city administrator shall invite prospective contractors to submit their qualifications to the city of St. Helens for inclusion as participants in

a pool of contractors qualified to provide certain types of goods, services, or projects including personal services, and public improvements.

(b) Advertisement. The invitation to participate in a qualified pool shall be advertised in the manner provided for advertisements of invitations to bid and requests for proposals by publication in at least one newspaper of general statewide circulation. If qualification will be for a term that exceeds one year or allows open entry on a continuous basis, the invitation to participate in the pool must be republished at least once per year and shall be posted at the city of St. Helens's main office and on its website.

(c) Contents of Solicitation. Requests for participation in a qualified pool shall describe the scope of goods or services or projects for which the pool will be maintained and the minimum qualifications for participation in the pool, which may include, but shall not be limited to, qualifications related to financial stability, contracts with manufacturers or distributors, certification as an emerging small business, insurance, licensure, education, training, experience and demonstrated skills of key personnel, access to equipment, and other relevant qualifications that are important to the contracting needs of the city of St. Helens.

(d) Contract. The operation of each qualified pool may be governed by the provisions of a pool contract to which the city of St. Helens and all pool participants are parties. The contract shall contain all terms required by the city of St. Helens, including, without limitation, terms related to price, performance, business registration or licensure, continuing education, insurance, and requirements for the submission, on an annual or other periodic basis, of evidence of continuing qualification. The qualified pool contract shall describe the selection procedures that the city of St. Helens may use to issue contract job orders. The selection procedures shall be objective and open to all pool participants and afford all participants the opportunity to compete for or receive job awards. Unless expressly provided in the contract, participation in a qualified pool will not entitle a participant to the award of any city of St. Helens contract.

(e) Use of Qualified Pools. Subject to the provisions of these regulations concerning methods of solicitation for classes of contracts, the solicitation agent shall award all contracts for goods or services of the type for which a qualified pool is created from among the pool's participants, unless the solicitation agent determines that the best interests of the city of St. Helens require solicitation by public advertisement, in which case, pool participants shall be notified of the solicitation and invited to submit competitive proposals.

(f) Amendment and Termination. The city administrator may discontinue a qualified pool at any time, or may change the requirements for eligibility as a participant in the pool at any time, by giving notice to all participants in the qualified pool.

(g) Protest of Failure to Qualify. The city administrator shall notify any applicant who fails to qualify for participation in a pool that it may appeal a qualified pool decision to the city council in the manner described in this code. (Ord. 2942 § 15, 2005)

2.04.140 Public contracts – Use of brand name specifications for public improvements.

(1) In General. Specifications for contracts shall not expressly or implicitly require any product by one brand name or mark, nor the product of one particular manufacturer or seller, except for the following reasons:

(a) It is unlikely that such exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts; or

(b) The specification of a product by brand name or mark, or the product of a particular manufacturer or seller, would result in substantial cost savings to the city of St. Helens; or

(c) There is only one manufacturer or seller of the product of the quality required; or

(d) Efficient utilization of existing equipment, systems or supplies requires the acquisition of compatible equipment or supplies.

(2) Authority of City Administrator. The city administrator shall have authority to determine whether an exemption for the use of a specific brand name specification should be granted by recording findings that support the exemption based on the provisions of subsection (1) of this section.

(3) Brand Name or Equivalent. Nothing in this section prohibits the city of St. Helens from using a "brand name or equivalent" specification, from specifying one or more comparable products as examples of the quality, performance, functionality or other characteristics of the product needed by the city of St. Helens, or from establishing a qualified product list. (Ord. 2942 § 16, 2005)

2.04.150 Public contracts – Bid, performance and payment bonds.

(1) Solicitation Agent May Require Bonds. The solicitation agent may require bid security and a good and sufficient performance and payment bond even though the contract is of a class that is exempt from the requirement.

(2) Bid Security. Except as otherwise exempted, the solicitations for all contracts that include the construction of a public improvement and for which the estimated contract price will exceed \$75,000 shall require bid security. Bid security for a request for proposal may be based on the city of St. Helens's estimated contract price.

(3) Performance Bonds.

(a) General. Except as provided in these regulations, all public contracts are exempt from the requirement for the furnishing of a performance bond.

(b) Contracts Involving Public Improvements. Prior to executing a contract for more than \$50,000 that includes the construction of a public improvement, the contractor must deliver a performance bond in an amount equal to the full contract price conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The performance bond must be solely for the protection of the city of St. Helens and any public agency that is providing funding for the project for which the contract was awarded.

(c) Cash-in-Lieu. The city administrator may permit the successful offeror to submit a cashier's check or certified check in lieu of all or a portion of the required performance bond.

(4) Payment Bonds.

(a) General. Except as provided in these regulations, all public contracts are exempt from the requirement for the furnishing of a payment bond.

(b) Contracts Involving Public Improvements. Prior to executing a contract for more than \$50,000 that includes the construction of a public improvement, the contractor must deliver a payment bond equal to the full contract price, solely for the protection of claimants under ORS [279C.600](#).

(5) Design/Build Contracts. If the public improvement contract is with a single person to provide both design and construction of a public improvement, the obligation of the performance bond for the faithful performance of the contract must also be for the preparation and completion of the design and related services covered under the contract. Notwithstanding when a cause of action, claim or demand accrues or arises, the surety is not liable after final completion of the contract, or longer if provided for in the contract, for damages of any nature, economic or otherwise and including corrective work, attributable to the design aspect of a design-build project, or for the costs of design revisions needed to implement corrective work.

(6) Construction Manager/General Contractor Contracts. If the public improvement contract is with a single person to provide construction manager and general contractor services, in which a guaranteed maximum price may be established by an amendment authorizing construction period services following preconstruction period services, the contractor shall provide the bonds required by subsection (1) of this section upon execution of an amendment establishing the guaranteed maximum price. The city of St. Helens shall also require the contractor to provide bonds equal to the value of construction services authorized by any early work amendment in advance of the guaranteed maximum price amendment. Such bonds must be provided before construction starts.

(7) Surety – Obligation. Each performance bond and each payment bond must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in Oregon. The bonds may not constitute the surety obligation of an individual or individuals. The performance and payment bonds must be payable to the city of St. Helens or to the public agency or agencies for whose benefit the bond is issued, as specified in the solicitation documents, and shall be in a form approved by the city administrator.

(8) Emergencies. In cases of emergency, or when the interest or property of the city of St. Helens probably would suffer material injury by delay or other cause, the requirement of furnishing a good and sufficient performance bond and a good and sufficient payment bond for the faithful performance of any public improvement contract may be excused, if a declaration of such emergency is made in accordance with the provisions of SHMC [2.04.120](#)(7), unless the city council requires otherwise. (Ord. 2942 § 17, 2005)

2.04.160 Public contracts – Electronic advertisement of public improvement contracts.

In lieu of publication in a newspaper of general circulation in the city of St. Helens metropolitan area, the advertisement for an invitation to bid or request for proposals for a contract involving a public improvement may be published electronically by posting on the city of St. Helens's website; provided, that the following conditions are met:

(1) The placement of the advertisement is on a location within the website that is maintained on a regular basis for the posting of information concerning solicitations for projects of the type for which the invitation to bid or request for proposals is issued; and

(2) The solicitation agent determines that the use of electronic publication will be at least as effective in encouraging meaningful competition as publication in a newspaper of general circulation in the city of St. Helens metropolitan area and will provide costs savings for the city of St. Helens, or that the use of electronic publication will be more effective than publication in a newspaper of general circulation in the city of St. Helens metropolitan area in encouraging meaningful competition. (Ord. 2942 § 18, 2005)

2.04.170 Appeal of debarment or prequalification decision.

(1) Right to Hearing. Any person who has been debarred from competing for city of St. Helens contracts or for whom prequalification has been denied, revoked or revised may appeal the decision to the city council as provided in this section.

(2) Filing of Appeal. The person must file a written notice of appeal with the city administrator within three business days after the prospective contractor's receipt of notice of the determination of debarment, or denial of prequalification.

(3) Notification. Immediately upon receipt of such notice of appeal, the city administrator shall notify the city council of the appeal.

(4) Hearing. The procedure for appeal from a debarment or denial, revocation or revision of prequalification shall be as follows:

(a) Promptly upon receipt of notice of appeal, the city administrator shall notify the appellant of the time and place of the hearing;

(b) The city council shall conduct the hearing and decide the appeal within 30 days after receiving notice of the appeal from the city administrator; and

(c) At the hearing, the city council shall consider de novo the notice of debarment, or the notice of denial, revocation or revision of prequalification, the standards of responsibility upon which the decision on prequalification was based, or the reasons listed for debarment, and any evidence provided by the parties.

(5) Decision. The city council shall set forth in writing the reasons for the decision.

(6) Costs. The city council may allocate the costs for the hearing between the appellant and the city of St. Helens. The allocation shall be based upon facts found by the council and stated in the decision that, in the council's opinion, warrant such allocation of costs. If the council does not allocate costs, the costs shall be paid as by the appellant, if the decision is upheld, or by the city of St. Helens, if the decision is overturned.

(7) Judicial Review. The decision of the city council may be reviewed only upon a petition in the circuit court of Columbia County filed within 15 days after the date of the decision. (Ord. 2942 § 19, 2005)

2.12 CITY ADMINISTRATOR

2.12.010 Position created.

There is hereby created and established for the city of St. Helens the office and position of “city administrator.” ~~and the person who fills such position shall be appointed in the manner and for such term as all other officers of the city of St. Helens are appointed in accordance with the City Charter. The position shall be held by the city recorder and administered by him/her in conjunction with his/her other duties.~~ (Ord. 3030 § 2, 2007)

~~2.12.020 Financial department head.~~

~~The city administrator shall report directly to the city council, shall be the administrative head of the central business office and the financial department of the city of St. Helens, and shall do all things with respect to management of the city and as central business office and the financial department as are permitted or directed by statute, charter, ordinance and the city council. (Ord. 3030 § 3, 2007)~~

2.12.030 Power and authority – Duties.

The city administrator shall exercise all authority and power herein delegated, or hereinafter delegated, to him/her/them by the city council. ~~and shall have the same responsibility with respect to the central business office and financial department as do other municipal officers with respect to the departments of which they are the department head.~~ The duties of the city administrator are listed in the job description that is approved by City Council. shall include, but shall not be limited to, any one or all of the following: preparing, reviewing and approving all orders on the treasury; investing municipal funds; budgeting municipal funds; internal auditing of all municipal financial operations; managing and administering the central business office and finance department; and managing the cash inflow and outflow of the city of St. Helens. The duties and responsibilities hereinabove listed shall not be interpreted as limiting the authority of the city administrator but shall be interpreted as merely a partial definition of his/her/their responsibilities. (Ord. 3030 § 4, 2007)

2.12.040 Salary.

The salary of the city administrator shall be fixed included in the yearly unrepresented salary schedule that is approved by City Council. ~~and determined by action of the city council. (Ord. 3030 § 5, 2007)~~

2.20 MUNICIPAL JUDGES

2.20.010 Appointment resolution.

In order to appoint any municipal court judge as the judicial officer of the city under Chapter V, Section 21, of the Charter of the city of St. Helens, the council shall enact a resolution naming the appointee, the effective date of the appointee, and stating terms and conditions of employment. Municipal court judges shall have all the charter and statutory powers of judicial officers and city judges. (Ord. 2383 § 1, 1982)

2.20.020 Pro tempore judges.

There may be more than one municipal court judge appointed for the same term. One or more municipal judges pro tempore may be appointed by resolution to act in the absence of an appointed municipal court judge.

(1) Pro tempore judges shall have all the charter and statutory powers of judicial officers and city judges.

(2) Pro tempore judges shall be appointed for whatever term and at whatever compensation designated by the council. (Ord. 2383 § 2, 1982)

2.20.030 Administration.

The municipal court judge so designated shall conduct court for the transaction of judicial business and administer the court calendar. (Ord. 2383 § 3, 1982)

2.20.040 Salary.

The salary of the municipal court judge shall be established ~~by contract terms agreed pursuant to the personal services agreement agreed upon by the municipal court judge and city council annually by resolution during the city budget process and said salary shall not be reduced during the judge's term of office. Compensation for municipal court judges pro tem shall be set in written order or resolution of the council.~~ Municipal court judge and pro tem compensation is not determined based upon fluctuations in municipal court revenue. (Ord. 2947 § 2, 2005)

2.20.050 Term of office.

~~The municipal court judge term of office shall be determined by the agreed contract terms that are agreed between the municipal court judge and city council. The term of office of the St. Helens municipal court judge shall be stated in the resolution appointing the judge pursuant to this chapter. The term shall be two years from the date of initial appointment when the appointment is made in an odd-numbered year. Otherwise, the appointment is for one year or the unexpired term of the departing judge. The term for a pro tem shall be as set forth in the resolution appointing the judge pro tem.~~ (Ord. 2947 § 3, 2005)

2.20.060 Standards of conduct and performance.

The city of St. Helens municipal court judge shall conduct ~~himself or herself themselves~~ in accordance with all of the applicable rules of the Government Standards and Practices Commission and applicable rules in the Oregon Code of Judicial Conduct, Rules of Professional Conduct, Revised Oregon Code of Judicial Conduct, including but not limited to the following:

~~(1) The judge shall have his or her performance and conduct shall be measured against the following standards:~~

~~(a) A judge shall observe high standards of conduct so that the integrity, impartiality and independence of the judiciary are preserved and shall act at all times in a manner that promotes public confidence in the judiciary and the judicial system.~~

~~(b) A judge shall not commit a criminal act.~~

~~(c) A judge shall not engage in conduct that reflects adversely on the judge's character, competence, temperament or fitness to serve as a judge.~~

~~(d) A judge shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation.~~

~~(e) A judge shall not allow family, social or other relationships to influence judicial conduct or judgment.~~

~~(f) A judge shall not use the position to advance the private interests of the judge or any person, nor shall a judge convey or permit anyone to convey the impression that anyone has a special influence with the judge, but a judge may provide a character or ability reference for a person about whom the judge has personal knowledge.~~

~~(g) A judge shall not testify as a character witness except pursuant to subpoena.~~

~~(h) A judge shall not hold membership in any organization that the judge knows is a discriminatory organization. For purposes of this rule, "discriminatory organization" means an organization that, as a policy or practice and contrary to applicable federal or state law, treats persons less favorably in granting membership privileges, allowing participation or providing services on the basis of sex, race, national origin, religion, sexual orientation, marital status, disability or age.~~

~~(2) The judge shall be impartial and diligent in the performance of his or her judicial duties:~~

~~(a) A judge's performance of judicial duties shall take precedence over all other activities, and a judge shall not neglect the business of the court.~~

~~(i) A judge shall provide to every person who has a legal interest in a proceeding, and to that person's lawyer, the right to be heard according to law.~~

~~(ii) A judge shall not communicate or permit or cause another to communicate with a lawyer or party about any matter in an adversary proceeding outside the course of the proceeding, except with the consent of the parties or as expressly authorized by law or permitted by this rule.~~

~~(iii) A judge may communicate ex parte when circumstances require for scheduling, administrative purposes or emergencies that do not deal with substantive matters or issues on the merits; provided, that:~~

~~(A) The judge reasonably believes that no party will gain a procedural or tactical advantage as a result of the ex parte communication; and~~

~~(B) The judge makes provision by delegation or otherwise promptly to notify all other parties of the substance of the ex parte communication and allows an opportunity to respond.~~

~~(iv) Except as provided in subsection (2)(a)(v) of this section, a judge shall promptly disclose to the parties any communication not otherwise prohibited by this rule that will or reasonably may influence the outcome of any adversary proceeding. The disclosure shall identify the person with whom the communication occurred and the substance of the communication, and the judge shall give the parties a reasonable opportunity to respond to the information disclosed.~~

~~(v) Subsection (2)(a)(iv) of this section does not limit or require disclosure to a party of any discussions about legal or administrative matters or other matters in the record related to a case that occur between a judge and any of the following: another judge of the same level; employees of the court; or employees of the judicial branch of government.~~

~~(b) A judge shall not, while a proceeding is pending in any court within the judge's jurisdiction, make any public comment that might reasonably be expected to affect the outcome or impair the fairness of the proceeding. The judge shall require similar abstention on the part of court personnel who are subject to the judge's direction or control. This rule shall not prohibit a judge from making public statements in the course of official duties, from explaining for public information the procedures of the courts, from establishing a defense to a criminal charge or civil claim against the judge or from otherwise responding to allegations concerning the judge's conduct in the proceeding.~~

~~(c) A judge possessing knowledge that another judge or a lawyer has committed a violation of the rules of judicial or professional conduct or law that raises a substantial question as to that individual's honesty, trustworthiness or fitness as a judge or lawyer shall inform the Commission on Judicial Fitness and Disability or the Oregon State Bar Disciplinary Counsel.~~

~~(d) A judge possessing knowledge or evidence concerning another judge or lawyer shall reveal that knowledge or evidence on request by a tribunal or other authority empowered to investigate or act upon the conduct.~~

~~(e) A judge shall disqualify himself or herself in a proceeding in which the judge's impartiality reasonably may be questioned, including but not limited to instances when:~~

~~(i) The judge has a bias or prejudice concerning a party or has personal knowledge of disputed evidentiary facts concerning the proceeding;~~

~~(ii) The judge served as a lawyer in the matter in controversy, or a lawyer with whom the judge previously was associated served during the association as a lawyer in the matter, or the judge or the lawyer has been a material witness in the matter;~~

~~(iii) The judge knows that the judge, individually or as a fiduciary, or the judge's spouse, parent or child, wherever residing, or any other person residing in the judge's household has a financial interest in the subject matter in controversy, is a party to the proceeding or has any other interest that could be substantially affected by the outcome of the proceeding;~~

~~(iv) The judge, the judge's spouse, parent or child, wherever residing, or any other person residing in the judge's household:~~

~~(A) Is a party to the proceeding, or an officer, director, partner or trustee of a party;~~

~~(B) Is acting as a lawyer in the proceeding;~~

~~(C) Is known by the judge to have an interest that could be substantially affected by the outcome of the proceeding; or~~

~~(D) Is, to the judge's knowledge, likely to be a material witness in the proceeding.~~

~~(f) A judge shall be responsible for knowing about the judge's financial interests, including such interests relating to service as a fiduciary, and shall make reasonable efforts to be informed about the financial interests of the judge's spouse, domestic partner, parents and children, wherever residing.~~

~~(g) For purposes of this subsection:~~

~~(i) "Fiduciary" includes relationships such as personal representative, trustee, conservator and guardian;~~

~~(ii) "Financial interest" means more than de minimus ownership of a legal or equitable interest or a relationship as director, advisor or other active participant in the affairs of a party, except that:~~

~~(A) Ownership in a mutual or common investment fund that owns securities is not a "financial interest" unless the judge participates in the management of the fund;~~

~~(B) Holding an office in an educational, religious, charitable, fraternal or civic organization is not a "financial interest" in property of the organization;~~

~~(C) The proprietary interest of a policyholder in a mutual insurance company, a depositor in mutual savings association, or a similar proprietary interest, is a "financial interest" in the organization only if the outcome of the proceeding could substantially affect the value of the interest; and~~

~~(D) Ownership of government securities is a "financial interest" in the issuer only if the outcome of the proceeding could substantially affect the value of the securities.~~

~~(h) A judge who is disqualified under this subsection may, rather than withdraw from the proceeding, disclose on the record the basis of the disqualification. If, after such disclosure, the parties all agree in writing or on the record that the judge's relationship is immaterial or that the judge's financial interest is insubstantial, the judge may participate in the proceeding. Any writing, signed by or on behalf of all parties, shall be incorporated in the record of the proceeding.~~

~~(i) A judge shall be faithful to the law and shall decide matters on the basis of the facts and applicable law.~~

~~(j) A judge shall not be swayed by partisan interests, public clamor or fear of criticism.~~

~~(k) A judge shall maintain order and decorum in proceedings before the judge.~~

~~(l) A judge shall be patient, dignified and courteous to litigants, jurors, witnesses, lawyers, court personnel and members of the public.~~

~~(m) A judge shall not act in a way that the judge knows, or reasonably should know, would be perceived by a reasonable person as biased or prejudiced toward any of the litigants, jurors, witnesses, lawyers or members of the public.~~

~~(n) A judge shall require lawyers and court personnel who are subject to the judge's direction or control to act in accord with the principles embodied in subsections (1) and (2) of this section. (JR 2-101—JR 2-110)~~

~~(3) Conflict with Judicial Obligations:~~

~~(a) A judge shall not serve as an officer, director, trustee or advisor of a private or public corporation or of an educational, religious, charitable, fraternal, political or civic organization if the corporation or organization regularly engages in proceedings that would ordinarily come before the judge or in adversary proceedings in any court in Oregon.~~

~~(b)(i) A judge shall not personally solicit funds for any private or public entity or for any educational, religious, charitable, fraternal, political, or civic organization, or use or permit the use of the prestige of the judicial office, including a reference to the judge's official position, for that purpose.~~

~~(ii) Notwithstanding subsection (3)(b)(i) of this section, a judge may:~~

~~(A) Assist a private or public entity devoted to improvement of the law, legal education, the legal system, or the administration of justice in raising, managing, or investing funds;~~

~~(B) Personally solicit funds from or make recommendations to private and public granting agencies with respect to private or public entities devoted to the improvement of the law, legal education, the legal system, or the administration of justice;~~

~~(C) Permit the judge's name and position to be identified in stationery or other materials listing officers, directors, trustees, or committee members of a private or public entity devoted to the improvement of the law, legal education, the legal system, or the administration of justice;~~

~~(D) Appear at, participate in, or permit the judge's name or title to be used in connection with, fundraising events for private or public entities devoted to the improvement of the law, legal education, the legal system, or the administration of justice;~~

~~(E) Assist a not-for-profit private or public educational, religious, charitable, fraternal, or civic organization in raising, managing or investing funds. Such assistance may not include making a direct request for financial support for the entity as part of the judge's involvement or permitting the judge's title to be used in connection with such a request.~~

~~(iii) "Personally solicit funds," as used in this subsection, means a direct request for financial support in person, by letter, by telephone, or by any other means of communication but does not include receiving and handling funds or goods donated or offered in exchange for goods or services sold to raise funds.~~

~~(iv) "Assist ... in raising, managing or investing funds," as used in this subsection, means any fundraising activity other than personally soliciting funds.~~

~~(c) A judge shall not directly or indirectly accept gifts, bequests, favors or loans from anyone, except that a judge may accept:~~

~~(i) Gifts incident to a public testimonial to the judge, publications supplied by publishers on a complimentary basis for official use or invitations to the judge to attend law-related functions or activities related to the improvement of law, legal education, the legal system, or the administration of justice;~~

~~(ii) Ordinary social hospitality; gifts, bequests, favors or loans from relatives; gifts from friends for wedding, birthday or other personal occasions; loans from lending institutions in the regular course of business on terms generally available to persons who are not judges; or scholarships, fellowships or grants awarded on terms applied to other applicants;~~

~~(iii) Any other gift, bequest, favor or loan only if the donor is not a party or other person whose interests have come or are likely to come before the judge.~~

~~(d) Nonpublic information acquired by a judge in a judicial capacity shall not be used or disclosed for any purpose not related to judicial duties. (Ord. 2947 § 4, 2005)~~

2.20.070 Supervision – Removal.

Pursuant to City Charter no appointed official may supervise the judge's performance; accordingly, the city council alone may take action to remove a judge for misconduct in office or willful violation of applicable rules or standards of conduct; however, the council may refer said complaint or investigation to the Oregon State Bar for appropriate investigation or action, and the council may, in its sole discretion, appoint a hearing examiner, investigator or citizen board to conduct a hearing or investigation and make recommendations to the council regarding the judge's conduct or performance. A judge shall not be removed during ~~his or her~~their term of office except if the judge ceases to be qualified for office, e.g., no longer an active member of the Oregon State Bar, or except for misconduct or violation of applicable rules or standards of conduct. Notwithstanding the above, the council may, without cause, remove the sitting municipal court judge upon payment of a severance ~~equal to the compensation due for the unexpired term of the judge~~in accordance with the terms of the personal services agreement. (Ord. 2947 § 5, 2005)

2.20.080 Complaints.

No complaint concerning the municipal court judge shall be accepted or considered by the council unless the complainant has submitted such complaint in writing and verified the truthfulness of the allegations and facts asserted in the complaint. The council may summarily dismiss the complaint if it is determined to be unfounded or refer the matter to the appropriate agency for a hearing. (Ord. 2947 § 6, 2005)

2.24 JURIES AND JURY TRIALS

2.24.010 Master jury list.

At least once a year, upon order of the municipal judge, the court clerk shall prepare or obtain a master list of names and places of residence of persons selected by random means from electoral rolls. If the master list becomes exhausted or the presiding judge believes it soon will become so, additional jurors may be added to the master list from the electoral rolls in the same random manner as before, and these persons may be summoned in the same manner as those added to the term jury list. (Ord. 2544 § 1, 1988)

2.24.020 Jury term list.

Not less than 10 days from the beginning of the jury term ordered by the municipal judge, a term jury list of names and places of residence of persons randomly selected from the master jury list shall be prepared. The number of names on the list shall be determined, as needed, by the municipal judge. (Ord. 2544 § 2, 1988)

2.24.030 Disqualification of jurors.

When it appears to the municipal judge that the person whose name is drawn is dead, ~~or~~ resides out of the city, or is otherwise ineligible to serve, the ballot shall be destroyed. If it appears to the municipal judge, ~~or he has good reason to believe~~, that a person whose name is drawn is temporarily absent from the city, or is ill, or is so engaged as to be unable to attend at the time of the trial without great inconvenience, the ballot shall be laid aside, the name not placed on the jury list for the trial for which the jury is being selected, but such ballot shall be returned to the jury box after the drawing is completed. (Ord. 2544 § 3, 1988)

2.24.040 Juror summons.

Not less than ~~10-21~~ days before the beginning of the jury term, the court clerk shall mail notice of summons, juror questionnaire, and information letter to each person on the term jury list. If the term jury list becomes exhausted or the presiding judge believes it may become so, additional jurors may be selected from the master list and added to the term jury list in the same random manner as before. These may be summoned either by written notice through the mail or by official personal delivery, at a reasonable period of time before attendance is required. (Ord. 2544 § 4, 1988)

2.24.050 Juror orientation.

At the time a person is summoned to serve as a juror, the municipal judge shall question the person to determine the eligibility of that person to serve as a juror. This may be accomplished by sending juror eligibility forms to each prospective juror by mail or official delivery along with the summons. Failure to complete and return the form with accurate information and by a specified date without a proper showing of just cause for such a failure can result in punishment for contempt. Review of the juror questionnaire shall usually be done ~~at the juror orientation for each jury term prior to the trial date~~. The municipal judge shall ~~explain the duties of jurors, discuss the questionnaire with prospective jurors and~~ determine the eligibility of a sufficient number of jurors for ~~two jury panels for the term trial~~. (Ord. 2544 § 5, 1988)

~~2.24.060 Trial schedule.~~

~~An initial list of trials for each jury panel shall be distributed to eligible jurors that become members of a jury panel at the juror orientation. New or rescheduled trials may be added to the jury panel's trial schedule by mail or actual notice at any time during the term. (Ord. 2544 § 6, 1988)~~

~~2.24.070 Pretrial conference.~~

~~The municipal judge shall schedule pretrial conferences at least three working days prior to each scheduled trial. A written, pretrial summary prepared by the city and defense counsel may be approved by the judge prior to the scheduled date of pretrial. If a pretrial summary is not approved in advance, the city attorney, defense counsel, and the defendant shall appear at City Hall at the scheduled pretrial date and time. The municipal judge may establish by order such forms and procedures deemed necessary for the pretrial conference. (Ord. 2544 § 7, 1988)~~

2.24.080 Juror confirmation.

Each juror shall be instructed to contact the municipal court clerk prior to each scheduled jury trial assigned to that juror and to record confirmation of their availability. ~~After the pretrial conference, the municipal court clerk shall record the telephone message informing jurors of the final trial scheduled.~~ The municipal court clerk shall prepare the jury list from juror confirmations for the municipal judge. (Ord. 2544 § 8, 1988)

2.24.090 Final jury selection.

At the time of trial, all summoned jurors not previously excused ~~six confirmed eligible potential jurors~~ shall be called by the municipal judge for to the jury box for voir dire examination by the city attorney and defense counsel. Potential jurors may be excused by the municipal judge for cause as defined under state law. Each attorney may exercise up to three preemptory-peremptory challenges in the manner directed by the municipal judge. (Ord. 2544 § 9, 1988)

2.24.100 Juror compensation.

Jurors who appear at the trial and serve as jurors shall receive as compensation for such services the sum of \$10.00 for each day of attendance upon the municipal court. (Ord. 2544 § 10, 1988)

2.24.110 Notice – Contempt of court.

When a jury is drawn, summons therefor shall be issued and mailed by the municipal judge. Any person notified to appear as a juror and disregarding such notice may be adjudged in contempt of court by the municipal judge. (Ord. 2544 § 11, 1988)

2.28 CITY LIBRARY AND LIBRARY BOARD

2.28.010 Public library established.

There is hereby established a public library to be known as the "city of St. Helens public library" pursuant to ORS 357-~~417(1)(a)~~. (Ord. 2627 § 1, 1991)

2.28.020 Financing.

The city proposes to finance the library out of the general fund of the budget, but does have authority and may finance the library by an annual serial levy, providing the same has been approved by the qualified voters of the city. (Ord. 2627 § 2, 1991)

2.28.030 Hearings.

The public library shall not be abolished, nor shall support be withdrawn therefrom, unless at least two public hearings are first held at least 90 days apart. Notice of the public hearings shall be given in a newspaper of general circulation within the city for two successive weeks at least 30 days prior to each hearing. (Ord. 2627 § 3, 1991)

~~2.28.040 Council responsibility.~~

~~The librarian library director is directly responsible to the city council city administrator, unless otherwise provided by city ordinance. AB annually the mayor assigns to individual councilmembers councilors liaison responsibility for city departments. The mayor shall assign at least one city councilperson councilor liaison responsibility for the operation of the public library. The liaison councilor shall be responsible for reporting to the city council on the general operation of the library facility, including personnel matters and expenditures of all budgeted funds. The councilperson councilor shall seek the counsel of and consult with the library board and may take part in their deliberations, but the councilperson councilor shall not be a voting member of the library board. The councilperson councilor shall serve as a liaison between the library board and the city council. (Ord. 2943 § 1, 2005; Ord. 2627 § 4, 1991)~~

2.28.04~~0~~5 Library rules and compliance therewith.

The ~~librarian library director~~ shall promulgate rules of conduct to be observed by patrons of the library. Failure to comply with the library rules shall constitute a violation and may be prosecuted as provided in SHMC 1.06.060 through 1.06.160. (Ord. 3152 § 1, 2011)

2.28.0590 Gifts and bequests.

The board may solicit gifts and bequests of real or personal property or funds (other than fees and fines) to benefit the library.

Acquisition of real or personal property by gift shall occur by a legal instrument of conveyance or other writing transferring title of the real or personal property to the city, and such instrument shall clearly define the rights and responsibilities of all parties. The city council shall

decide whether to accept all such gifts of property on behalf of the city and the library that have a value in excess of more than \$250.00 or that impose financial obligations on the city.

All property or funds shall be administered by the city in accordance with its terms. Funds donated to the library shall be placed in a special account and shall be subject to expenditure only for the purpose for which donated, except that donated funds without specific limitations as to use may be used for general library purposes.~~to be used exclusively for the improvement of the library or as designated by the donor. Funds in this account may only be expended after they have been properly budgeted or approved by the city.~~

Donated funds shall be used for improvements in addition to, and not in lieu of, the normal support provided to operate the library out of the city general fund.

2.28.050.30.010 Library board.

The library board shall consist of at least seven members and no more than nine members appointed by the mayor and confirmed by the city council. One of the members shall be the member of the city council annually designated as the council liaison to the Public Library library board by the mayor. The council member shall be an ex officio, nonvoting member of the commission library board who seeks counsel of and consults with the library board and may take part in their discussions. A majority of members shall be residents of the city. No member of the library board shall have any financial interest, either directly or indirectly, in any contract to which the library is a party, nor shall any such member receive a salary or any payment for material or for any services rendered the board. Board members may be reimbursed for expenses incurred in the performance of their duties. (Ord. 3212 § 1, 2017; Ord. 2627 § 5, 1991)

2.30.020 28.060 Terms of office —Vacancies.

At their first meeting, two of the newly appointed members of the library board shall fill vacancies then existing. The other newly appointed members shall choose their term of office by lot as follows: one member shall hold office for a term expiring on June 30, 2018, and the other newly appointed member shall hold office for a term beginning July 1, 2017, and ending on June 30, 2021. Succeeding appointees shall hold office for a term of four years from July 1st in the year of their appointment. At the expiration of the term of any board member, the mayor shall appoint a new member or may reappoint a member for a term of four years with the confirmation of the city council.

Appointments made under this chapter shall be for a term of four years from July 1st in the year of their appointment. Members appointed previously under this chapter shall continue in office

until the expiration of their term of office. The terms of office of each ~~Library B~~board member shall be for a period of four years with no more than two full-term ~~commissioners~~members being replaced each year. ~~Appointments are normally made in June with terms of office to commence on July 1st. The provisions of the ordinance amending this section do not alter the terms of office of current commissioners and said positions shall continue in accordance with their terms.~~ At the expiration of the term of any board member, the mayor shall appoint a new member or may reappoint a member for a term of four years with the confirmation of the city council. No person shall hold appointment as a member for more than two full consecutive terms, but any person may be appointed again to the board after an interval of one year.

2.30.030– Vacancies.

If a vacancy occurs, the mayor shall appoint a new member to complete the unexpired term with the ~~consent~~ affirmation of the city council. ~~No person shall hold appointment as a member for more than two full consecutive terms, but any person may be appointed again to the board after an interval of one year.~~

2.30.040 Removal/resignation

A ~~Library B~~board member may be removed from the ~~commission~~board, for cause, following a hearing before the city council. A ~~commissioner~~board member may resign in lieu of removal following a hearing. Cause for removal includes but is not limited to misconduct in office or nonperformance of official duties, violation of government standards and practices, conviction of a crime, including the crime of official misconduct, as well as any other actions or conduct by the commissioner which is detrimental to the reputation and good will of the city of St. Helens. Notwithstanding the above provisions for removal, ~~a~~ Any board member failing to attend three consecutive board meetings without approval of the board shall be deemed to have resigned their position. In the event of such resignation, the council shall be notified, the position declared vacant and reappointment procedures commenced. Nothing herein prohibits a ~~commissioner~~member who has resigned by operation of this section from being reappointed to the ~~commission~~board.

~~Any board member failing to attend three consecutive board meetings without approval of the board may be removed by the city council and a new member appointed to complete the unexpired term. (Ord. 3212 § 2, 2017; Ord. 2627 § 6, 1991)~~

2.30.050 ~~29.070~~ Officers.

A ~~M~~majority of the members of the board shall comprise a quorum. At the first meeting of each ~~fiscal~~ year, the board shall elect a chair~~man~~ and a vice-chair~~man~~. The past-chair, chair, and vice-chair ~~who~~ shall serve for a term of one year. At the end of the fiscal year, the vice-chair will

assume the role of chair and the chair will assume the role of past chair for the coming fiscal year. The ~~librarian~~ library director shall designate a library employee to serve as secretary to the board and keep a record of its action. The board shall have authority to make and alter rules, with approval of the city council, for its government and procedure.

2.30.060 Meetings.

The ~~Library B~~board shall meet as often as deemed appropriate by the ~~commissionboard~~ but not less than once every other calendar month or as otherwise directed by the city council. All meetings of the ~~Library B~~board shall be open to the public and shall in all respects fully comply with Oregon public meetings law. Special meetings of the ~~commissionboard~~ shall require not less than 24 hours' notice to local newspapers and posting of meeting notice in public places reasonably calculated to give notice to interested parties. The ~~Library B~~board shall have the authority to make and alter written rules for the conduct of its business, including rules of procedure for conduct of public meetings and public hearings. The adoption of bylaws is expressly authorized, subject to the consent of the city council. For purposes of conducting business, a quorum shall require the attendance of a majority of the members that are currently appointed to the Board at the time of the meeting. Minutes of ~~Library B~~board meetings and activities shall be regularly submitted to the city council for review and acceptance. (Ord. 3229 § 1, 2018)

2.3028.0780 ~~Duties and powers~~Responsibilities.

The duties of the library board shall include:

- (1) Keeping informed about current trends in library services and administration;
- (2) Studying library growth and needs in the city and its vicinity;
- (3) Developing long-range plans for library service and facilities, consistent with city priorities and with state, regional, and national goals pertinent to libraries;
- (4) Recommending types of library service for the city and its vicinity;
- ~~(5) Investigating sources of funding for library services and facilities;~~
- ~~(6)(5)~~ Recommending policies for the acceptance and use of gifts for library purposes;
- ~~(7)(6)~~ Participation in the annual budgetary process of the city where the process pertains to the library;
- ~~(8)(7)~~ Recommending policies and procedures conducive to efficient and effective operation of the library;
- ~~(9)(8)~~ Reviewing and recommending terms for contracts and working relationships with other public agencies regarding library services;
- ~~(10)(9)~~ Encouraging widespread public support and use of the library;
- ~~(11)(10)~~ Submitting an annual report to the city council; and
- (11) Performing other duties as authorized by the city council;

(12) Serving on Ad-Hoc committees and work groups as determined necessary; including but not limited to, a material review panel when a request has been submitted to reconsider library materials; and

(12) sServing on an appeal panel when an excluded patron requests reinstatement of library privileges.

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~~2-28.000 Gifts and bequests.~~

~~The board may solicit gifts and bequests of real or personal property or funds (other than fees and fines) to benefit the library.~~

~~Acquisition of real or personal property by gift shall occur by a legal instrument of conveyance or other writing transferring title of the real or personal property to the city, and such instrument shall clearly define the rights and responsibilities of all parties. The city council shall decide whether to accept all such gifts of property on behalf of the city and the library that have a value in excess of \$250.00 or that impose financial obligations on the city.~~

~~All property or funds shall be administered by the city in accordance with its terms. Funds donated to the library shall be placed in a special account to be used exclusively for the improvement of the library or as designated by the donor. Funds in this account may only be expended after they have been properly budgeted or approved by the city.~~

~~Donated funds shall be used for improvements in addition to, and not in lieu of, the normal support provided to operate the library out of the city general fund.~~

2.32 NOMINATING PROCEDURES FOR CITY OFFICES

2.32.010 Nominating procedures.

City officers shall be nominated by the same procedures as provided in state election laws for nominating candidates for nonpartisan offices except as provided in this chapter. (Ord. 2504 § 1, 1986)

2.32.020 Nominating petitions and declarations of candidacy.

~~Nomination petitions and declarations of candidacy for city council shall clearly indicate one position number for the candidacy that corresponds to a city council position that is to be filled in that general election. (Ord. 2515, 1986; Ord. 2504 § 2, 1986)~~ The form of nominating petition for all candidates for elective positions within the City shall substantially conform to the form designated by the Secretary of State.

2.32.030 Declaration fee.

~~The fee for declarations of candidacy for city office shall be as set forth in the most recent universal fee schedule adopted by council. (Ord. 3219 § 1, 2017; Ord. 2504 § 3, 1986)~~ A person filing a nomination petition shall pay a fee, which shall be tendered at the time of the filing of the completed nomination petition. The fee shall be set forth in the most recent universal fee schedule adopted by city council.

2.32.040 Signatures required.

~~Nominating petitions shall contain at least 30 signatures of qualified electors residing in the city that are registered to vote in at least two city precincts. (Ord. 2504 § 4, 1986)~~ Nominating petitions shall contain ~~at least 30 valid signatures of qualified electors~~ the required number of signatures of electors as set forth in ORS 249.072(2). Such qualified electors shall be duly registered voters under the laws of Oregon and shall be currently eligible to vote at any regular or special election of the city of St. Helens.

2.32.050 Position number.

~~Effective upon the swearing-in of the newly elected city councilors in January, 1987, each city councilmember shall be assigned a position number, 1 through 4, based on the alphabetical order of their last name. Hereafter, candidates for city council shall be nominated and elected by the city electors at large by position number. (Ord. 2515, 1986; Ord. 2504 § 5, 1986)~~

2.32.060 List of candidates.

~~The city election officer shall include in the certified statement of city offices to be filled and candidates nominated in each general election the list of the city council candidates by the position number for which they have been nominated. (Ord. 2504 § 6, 1986)~~ The city elections officer shall file with the Columbia County clerk a statement of the city offices to be filled and for which candidates are to be nominating candidates for nonpartisan offices except as provided in this chapter. (Ord. 2504 § 1, 1986.

2.40 SIGNING OF CHECKS AND WARRANTS

2.40.010 Signing of checks and warrants.

All checks and warrants of the city of St. Helens must be signed by at least ~~two~~one representatives of the city who ~~are~~is legally authorized to sign said checks or warrants. (Ord. 2293 § 1, 1979)

2.40.020 Authorized signatures.

The persons authorized to sign checks or warrants on behalf of the city of St. Helens shall be as follows:

- (1) The Finance Director of the city of St. Helens; and
- (2) The City Administrator of the city of St. Helens; and
- (3) The City Recorder of the city of St. Helens; and
- (4) The Mayor or the President of the Common Council of the city of St. Helens

~~(1) The mayor or the president of the common council of the city of St. Helens; and~~

~~(2) The recorder or the person specifically appointed as assistant recorder of the city of St. Helens. (Ord. 2293 § 2, 1979)~~

2.40.030 Required signatures. SHARE

Any checks or warrants drawn on the city of St. Helens must be signed by one of the individuals named in SHMC 2.40.020, ~~two~~ four ~~individuals named in SHMC 2.40.020(1), and one of the two individuals named in SHMC 2.40.020(2).~~ (Ord. 2293 § 3, 1979)

2.72 CRIMINAL HISTORY RECORD CHECK POLICIES

2.72.010 Purpose.

The purpose of this chapter is to authorize the city of St. Helens police department to access Oregon State Police (OSP) criminal offender information through the Law Enforcement Data System (LEDS) to run background checks for prospective employees, city volunteers, liquor license applicants, social gaming license applicants, and any other applicant for whom the St. Helens Municipal Code requires a background check. (Ord. 3126 § 1, 2010)

2.72.020 Procedure.

All proceedings pursuant to this chapter shall be conducted in accordance with ORS ~~181.555~~181A.230 and OAR 257-010-0025, which establish procedures for access to criminal record information possessed by the Oregon State Police (OSP) through the Law Enforcement Data System (LEDS), and as supplemented below.

(1) Parties subjected to a background check under the provisions of this chapter will be required to authorize the city to conduct a criminal offender information check through the OSP LEDS system.

(2) The city administrator, human resources coordinator, or designee will maintain the criminal history authorization forms for those doing work on behalf of the city and request that a criminal history check be made if it is determined that this will be in the best interest of the city in filling the position.

(3) The city of St. Helens police department will conduct the check on the prospective employee, volunteer, or applicant, and report to the city administrator, human resources coordinator, or designee whether the person's record indicates "no criminal and/or traffic infraction record" or "criminal and/or traffic record does not meet the standards set for that position."

(4) If the person's record is reported as "criminal record and/or traffic record does not meet standards set for that position," the city ~~administrator~~ may, in accordance with OAR 2547-010-0025(1)(c), request a written criminal history report from the OSP Identification Services Section and pay the applicable fee for this service. The city ~~administrator~~ may make a written criminal and/or driving history record available to the selecting official for his/her/their consideration in determining whether the prospective employee meets the standards set for the position.

(5) The written criminal history record on persons who are not hired or appointed as a volunteer will be retained by the city ~~administrator~~ in accordance with the requirements of OAR ~~166-200-0090~~ 166-200-0305(3) and thereafter will be destroyed by shredding.

(6) The criminal history record of applicants and volunteers with a criminal history that are hired or appointed will become a part of the confidential personnel file of that employee or volunteer. Access to confidential personnel files is limited to authorized persons who have an official need to access such files as sanctioned by law or regulation.

(7) Applicants for employment or appointment as a volunteer who have a felony criminal history or a history of conviction of a misdemeanor will be closely examined to determine if the person possesses the required degree of public trust and confidence. Each selection will, however, be made

on an individual case-by-case basis, taking into account the person's qualifications, the requirements of the particular job or volunteer post applied for and the results of the criminal history check. Factors such as the age of the offender at the time of the offense, the type of offense and subsequent rehabilitation, and the public sensitivity of the position under consideration shall be taken into account in evaluating a criminal history report.

(8) Hiring an applicant or appointing a volunteer with a criminal history record will require a positive recommendation by the police department official conducting the background investigation and the approval of the city administrator, after full disclosure and consideration of the criminal history of the applicant. (Ord. 3126 § 2, 2010)

Chapter 2.74

PARKS AND ~~TRAILS~~ RECREATION COMMISSION

Sections:

- [2.74.010 Creation of commission.](#)
- [2.74.020 Membership.](#)
- [2.74.030 Terms of office.](#)
- [2.74.040 Vacancies.](#)
- [2.74.050 Removal/resignation.](#)
- [2.74.060 Officers.](#)
- ~~[2.74.070 Secretary.](#)~~
- [2.74.080 Meetings.](#)
- [2.74.090 Responsibilities, powers and duties.](#)

2.74.010 Creation of commission.

There is hereby created within the city of St. Helens a parks and ~~trails~~ recreation commission. (Ord. 3229 § 1, 2018)

2.74.020 Membership.

The parks and ~~trails~~ recreation commission shall consist of 10 members, including one council member and nine at-large members. One of the 10 members shall be the member of the city council annually designated as parks and trails ~~commissioner and~~ council liaison to the public works (including parks) department by the mayor. The council member shall be an ex officio, nonvoting member of the commission who seeks counsel of and consults with the parks and recreation commission and may take part in their discussions. No less than six of the at-large members shall be residents of the city of St. Helens. At-large members are appointed by the mayor with the consent of the city council. Parks and recreation ~~trails~~ commission membership is an unpaid voluntary appointed position and members shall receive no compensation for their service except for expenses specifically budgeted and authorized by the city council. (Ord. 3229 § 1, 2018)

2.74.030 Terms of office.

The terms of office of each at-large parks and recreation ~~trails~~-commissioner shall be for a period of four years with no more than two full-term commissioners being replaced each year. Appointments are normally made in December with terms of office to commence on January 1st. The provisions of the ordinance amending this section do not alter the terms of office of current commissioners and said positions shall continue in accordance with their terms. (Ord. 3229 § 1, 2018)

2.74.040 Vacancies.

Any vacancies on the parks and recreation~~trails~~ commission shall be filled by appointment of the mayor at any time, with the consent of the council. Said appointment shall be for the remainder of the unexpired term of the vacated commissioner position. (Ord. 3229 § 1, 2018)

2.74.050 Removal/resignation.

An at-large parks and recreationtrails commissioner may be removed from the commission, for cause, following a hearing before the city council. A commissioner may resign in lieu of removal following a hearing. Cause for removal includes but is not limited to misconduct in office or nonperformance of official duties, violation of government standards and practices, conviction of a crime, including the crime of official misconduct, as well as any other actions or conduct by the commissioner which is detrimental to the reputation and good will of the city of St. Helens. Notwithstanding the above provisions for removal, a parks and recreationtrails commissioner who is absent from three consecutive regular parks and recreationtrails commission meetings without an excused absence as approved by the commission shall be deemed to have resigned his/her position on the commission. In the event of such resignation, the council shall be notified, the position declared vacant and reappointment procedures commenced. Nothing herein prohibits a commissioner who has resigned by operation of this section from being reappointed to the commission. (Ord. 3229 § 1, 2018)

2.74.060 Officers.

At the first meeting of each calendar year, the parks and trails commission shall elect a chair~~man~~ and a vice-chair~~man~~ to serve a one-year term. (Ord. 3229 § 1, 2018)

The city council may provide a secretary to the parks and recreationtrails commission and assign such other staff and consultant services as may be appropriate. In the event that the city staff cannot be provided, the parks and recreationtrails commission may designate one of its members or a volunteer as secretary to keep an accurate record of meetings of the parks and recreationtrails commission. The designated secretary need not be a member of the parks and trails commission. (Ord. 3229 § 1, 2018)

2.74.070 Secretary.

~~The city council may provide a secretary to the parks and trails commission and assign such other staff and consultant services as may be appropriate. In the event that the city staff cannot be provided, the parks and trails commission may designate one of its members or a volunteer as secretary to keep an accurate record of meetings of the parks and trails commission. The designated secretary need not be a member of the parks and trails commission. (Ord. 3229 § 1, 2018)~~

2.74.080 Meetings.

The parks and recreationtrails commission shall meet as often as deemed appropriate by the commission but not less than once every other calendar month or as otherwise directed by the city council. All meetings of the parks and recreationtrails commission shall be open to the public and shall in all respects fully comply with Oregon public meetings law. Special meetings of the commission shall require not less than 24 hours' notice to local newspapers and posting of meeting notice in public places reasonably calculated to give notice to interested parties. The parks and recreationtrails commission shall have the authority to make and alter written rules for the conduct of its business, including rules of procedure for conduct of public meetings and public hearings. The adoption of bylaws is expressly authorized, subject to the consent of the city council. For purposes of conducting business, a quorum shall require the attendance of a majority of the at-large commissioners that are currently appointed to the parks and recreationtrails commission at the time

of the meeting. Minutes of parks and recreationtrails commission meetings and activities shall be regularly submitted to the city council for review and acceptance. (Ord. 3229 § 1, 2018)

2.74.090 Responsibilities, powers and duties.

The parks and recreationtrails commissioners shall have the responsibilities, obligations and duties of appointed public officers and the parks and recreationtrails commission shall have the responsibilities, obligations and duties of an advisory public body as provided for in laws of the state of Oregon and the laws of the city of St. Helens. The parks and recreationtrails commission shall have the power to act in an advisory capacity to the city council in all matters pertaining to the operation, planning, development, improvement, beautification, equipment and maintenance of public parks, trails, public bicycle and/or pedestrian ways, vacant park properties, public squares, public recreational facilities and publicly accessible buildings and associated grounds. The parks and recreationtrails commission shall have authority:

- (1) To review and call to the attention of the city council any deteriorating condition of city public parks, trails, bicycle and/or pedestrian ways, vacant park properties, public squares and publicly accessible buildings and associated grounds, public recreational facilities, and their associated infrastructure improvements including but not limited to access roads, equipment, athletic fields, gardens, landscape areas, open spaces, natural areas, playgrounds, and parking areas.
- (2) To review and call to the attention of the city council the effectiveness, or lack thereof, of parks, trails, public bicycle and/or pedestrian ways, and recreation programs conducted by or for the city of St. Helens.
- (3) To review and make recommendations to the city council on the operation, administration, maintenance and equipment needs of the public works department relative to parks, trails, public bicycle and/or pedestrian ways and recreation and the other public facilities identified in this section.
- (4) To review and make recommendations to the city council on the annual budget of the public works department relative to parks, trails, public bicycle and/or pedestrian ways, and recreation and the other public facilities identified in this section.
- (5) To review and make recommendations to the city council on master plans and capital improvement plans for parks, trails, public bicycle and/or pedestrian ways, and recreation and the other public facilities identified in this section.
- (6) To review and make recommendations to the city council on public park, public bicycle and/or pedestrian ways and recreation facility development plans, construction plans, recreation use or development proposals, and such other park related activities as deemed advisable by the city council.
- (7) To make periodic site visits and inspections, in accordance with public meetings law, and with the approval of the city engineering director, of city park and recreation facilities, public bicycle and/or pedestrian ways and other public facilities identified herein, as are necessary for the parks and trails commission to carry out its assigned duties.
- (8) To request that the city council assign or direct staff to prepare reports and compile information necessary for the parks and recreationtrails commission to carry out its assigned duties. (Ord. 3229 § 1, 2018)

City of St. Helens
ORDINANCE NO. 3277

AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN
PROPERTY AT 35480 EAST DIVISION ROAD

WHEREAS, applicant Kenneth Hughes requested to annex to the City of St. Helens certain property at 35480 East Division Road. This property is also described per **Exhibit A**; and

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

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

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

WHEREAS, appropriate notice has been given and a public hearing was held December 1, 2021 on the annexation proposal; and

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

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

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

Section 2. The property described **Exhibit A** and depicted in **Exhibit B** is hereby accepted for annexation to the City of St. Helens.

Section 3. The St. Helens Zoning Ordinance Map is hereby amended to reflect that the property described herein shall be zoned Highway Commercial, HC.

Section 4. The St. Helens Comprehensive Plan Map is hereby amended to reflect that the property described herein shall be designated as Highway Commercial (Incorporated).

Section 5. In support of the above annexation and amendments described herein, the Council hereby adopts the Annexation A.3.21 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit C** and made part of this reference.

Section 6. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time:
Read the second time:

December 15, 2021
January 5, 2022

APPROVED AND ADOPTED this 5th day of January 2022 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land located in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, of Section 8, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more specifically described as follows:

Beginning at a point where the centerline of the East Division Road right-of-way and the North line of the portion of East Division Road vacated by Columbia County Board of County Commissioners Amended Order No. 88-99 recorded as Instrument No. 99-15272 intersect, also the **True Point of Beginning**;

Thence, South 63°33'00" West a distance of 183.44 feet;

Thence, South 26°27'00" East a distance of 76.90 feet;

Thence, North 63°33'00" East a distance of 183.44 feet to a point on the centerline of the said vacated portion of East Division Road right-of-way;

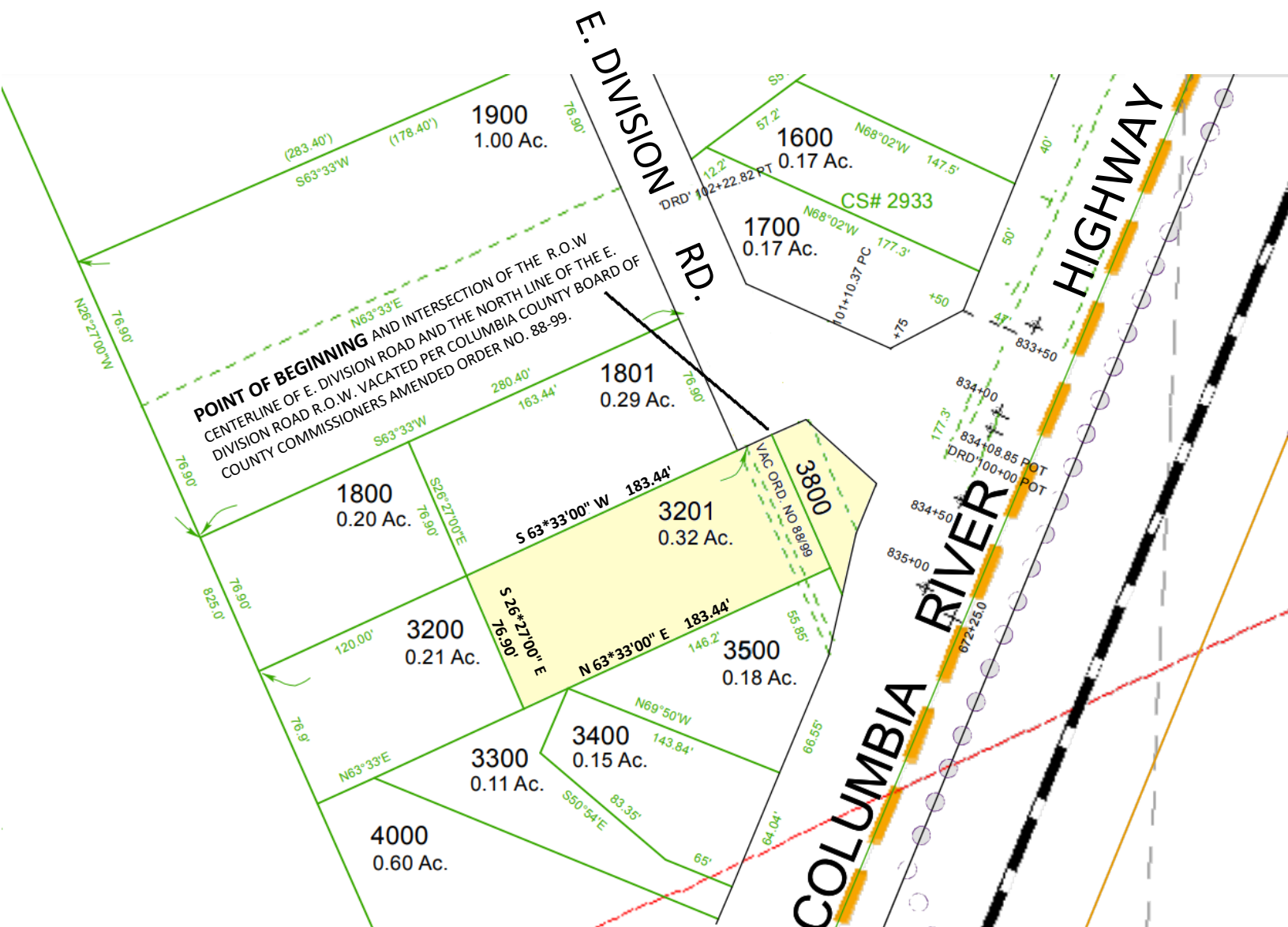
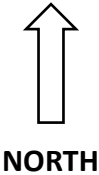
Thence, Southerly along said centerline to the North right-of-way line of Columbia River Highway (US30);

Thence, starting Northerly and continuing counterclockwise along the right-of-way edge of Columbia River Highway (US30) and East Division Road to the **True Point of Beginning**.

ORD NO. 3277 EXHIBIT B

N.E. 1/4 S.W. 1/4 SEC.8 T.4N. R.1W. W.M.

COLUMBIA COUNTY



**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT AND CONCLUSIONS OF LAW
Annexation A.3.21**

APPLICANT: Kenneth Hughes
OWNERS: KRH Rentals, LLC / Kenneth & Betty Hughes
ZONING: Columbia County's Commercial-General (C-3)
LOCATION: 35480 East Division Road
 4N1W-8CA-3800 & 3201
PROPOSAL: The property owner filed consent to annex because they would like to connect City sewer.

SITE INFORMATION / BACKGROUND

This application for annexation contains two lots. The first lot is 13,939 square feet (0.32 acres) and is developed with a multi-dwelling building with three units. There are also six small accessory structures (approximately 10' x 10') with travel trailer hookups to sewer, water, and electrical panels for six trailers. The multi-dwelling building, the accessory structures, and travel trailer park use appears to pre-date the County's land use and building permitting records. However, the County recently processed a plumbing permit (192-21-001520-PLM) to connect the multi-dwelling building to City sewer, and to install six individual sewer and water hookups for travel trailers. Access is completely gravel, except for a small paved portion near Division Road (see next page).

Access to this property is partially improved off East Division Road with a gravel driveway that goes through the second lot which is included in this application for annexation. The second lot is vacant and irregular shaped at 2,420 square feet (0.06 acres). This lot abuts East Division Road and US 30. It was sold to the applicants from ODOT in October 2000. Prior to that, a portion of this irregular-shaped property was remnant right-of-way old alignment of Division Road which was vacated from the County in 1999. There are curb-tight frontage improvements along US 30 abutting this lot.

Abutting Zoning

North – County's Commercial-General (C-3)
 East – County's Commercial-Highway (C-5) & City's Heavy Industrial (HI)
 South - County's Commercial-General (C-3)
 West - County's Commercial-General (C-3)

PUBLIC HEARING & NOTICE

Public hearing before the Planning Commission for *recommendation to the City Council*: November 9, 2021. Public hearing before the City Council: December 1, 2021.

Notice of this proposal was sent to the Oregon Department of Land Conservation and Development on September 29, 2021 through their PAPA Online Submittal website.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject property on October 15, 2021 via first class mail. Notice was sent to agencies by mail or e-mail on the same date.

Notice was published on October 27, 2021 in The Chronicle newspaper.

AGENCY REFERRALS & COMMENTS

ODOT: It looks like the St. Helens wants to bring these 2 lots into annexation with the city, and no new development changes to the existing accesses is proposed. As such, ODOT has no comment on the application.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

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

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

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

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

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

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

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

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

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

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

This property is separated by only a public right-of-way to City limits. As this proposal meets these criteria, this property will **not** be subject to a majority vote among the electorate.

Other provisions applicable to this proposal are discussed elsewhere herein.

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

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

SHMC 17.08.060 – Transportation planning rule compliance

- (1) Review of Applications for Effect on Transportation Facilities. A proposed comprehensive plan amendment, zone change or land use regulation change, whether initiated by the city or by a private interest, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with OAR 660-012-0060 (the Transportation Planning Rule ("TPR")).

"Significant" means the proposal would:

- (a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);
- (b) Change standards implementing a functional classification system; or
- (c) As measured at the end of the planning period identified in the adopted transportation system plan:
 - (i) Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;

- (ii) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP; or
 - (iii) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or comprehensive plan.
- (2) Amendments That Affect Transportation Facilities. Comprehensive plan amendments, zone changes or land use regulations that significantly affect a transportation facility shall ensure that allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the TSP. This shall be accomplished by one or a combination of the following:
- (a) Adopting measures that demonstrate allowed land uses are consistent with the planned function, capacity, and performance standards of the transportation facility.
 - (b) Amending the TSP or comprehensive plan to provide transportation facilities, improvements or services adequate to support the proposed land uses consistent with the requirements of OAR 660-012-0060.
 - (c) Altering land use designations, densities, or design requirements to reduce demand for vehicle travel and meet travel needs through other modes of transportation.
 - (d) Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.
- (3) Traffic Impact Analysis. A traffic impact analysis shall be submitted with a plan amendment or zone change application, as applicable, pursuant to Chapter 17.156 SHMC.

Discussion: This section reflects State law regarding the Transportation Planning Rule (TPR): Transportation Planning Rule (TPR), OAR 660, Division 12. The TPR requires that where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures to assure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility. **Current zoning of the property is Columbia County's Commercial-General (C-3) and the City's only zoning option given annexation is Highway Commercial.**

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

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

SHMC 17.28.030 (1) – Annexation criteria

- (a) Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area; and
- (b) Comply with comprehensive plan amendment standards and zoning ordinance amendment standards and not be in conflict with applicable comprehensive plan policies and implementing ordinances; and
- (c) Complies with state laws; and
- (d) Abutting roads must meet city standards or property owner will be required to sign and record an irrevocable consent to local improvement district; and

- (e) Property exceeding 10 acres in gross size must show a need on the part of the city for such land if it is designated residential (e.g., less than five years' supply of like designated lands in current city limits).

Discussion: (a) Water – The site is currently connected to McNulty Water. The nearest City water line is near Les Schwab on Highway 30 approximately 680 feet away from the subject property.

Sewer – Since the applicant filed a consent to annex, they have connected the property to City sewer. With regards to capacity, the City's wastewater treatment plant currently has a daily limit (physically and as permitted by DEQ) to handle over 50,000 pounds of Biochemical Oxygen Demand (BOD) and a monthly average limit of 26,862 pounds. This is the "loading" or potency of the wastewater received by the plant. The average daily BOD is well below this at only 1,500 pounds. Thus, any potential uses that occur on the subject property can be accommodated by the City's sanitary sewer system as infrastructure is in place and there is substantial capacity available.

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

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

(b) The land use of the subject property is a multi-dwelling building with three units. This is not an allowed use in the City's Highway Commercial (HC) zoning district. This will create a non-conforming use of the property upon annexation into the City. The subject property is also being used as a travel trailer park, which is a Conditional Use within the City's HC zoning district. It was also not developed using the City's standards for travel trailer parks, so this use will also be considered a non-conforming use upon annexation into the City.

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

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

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

Per ORS 222.111(2) an annexation may be initiated by the owner of real property or the city council. This annexation request was initiated by the property owner. Further, ORS 222.125

requires that that all property owners of the subject property to be annexed and at least half of the electors residing on the property consent in writing to the annexation. These documents were submitted with the annexation application.

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

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

- ***Statewide Planning Goal 1: Citizen Involvement.***

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

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

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

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

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

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

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

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

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

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

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

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

(d) The subject property has access off East Division Road, and there is a small section (about 60’) of abutting frontage without improvements. The subject property also abuts Highway 30. Highway 30 is a major arterial with curb-tight sidewalks abutting the subject property, which does not meet our typical cross section standard. The existing right-of-way for major arterials is 101’, which is also not met. **However, this property not the subject of a current development land use review, which provides the legal nexus and proportionality to require such improvements or right-of-way dedications.** As such, no improvements are warranted with this proposal.

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

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

SHMC 17.28.030 (2) – Annexation criteria

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

Discussion: The Comprehensive Plan designation is currently Unincorporated Highway Commercial (UHC). The City’s only zoning option given annexation is Highway Commercial (HC). The Comprehensive Plan designation would thus be Highway Commercial (Incorporated) (HC).

Finding: Upon annexation, the subject property’s Comprehensive Plan designation shall be Highway Commercial (Incorporated) and zoned Highway Commercial (HC).

SHMC 17.112.020 – Established & Developed Area Classification criteria

(1) Established Area.

- (a) An “established area” is an area where the land is not classified as buildable land under OAR 660-08-0005;
- (b) An established area may include some small tracts of vacant land (tracts less than an acre in size) provided the tracts are surrounded by land which is not classified as buildable land; and
- (c) An area shown on a zone map or overlay map as an established area.

- (2) Developing Area. A “developing area” is an area which is included in the city’s buildable land inventory under the provisions of OAR except as provided by subsection (1)(b) of this section.

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

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

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

OAR 660-008-0005 generally defines “Buildable Land” as vacant residential property not constrained by natural hazards or resources, and typically not publicly owned.

Finding: The subject property is not zoned residential. This provision does not apply.

CONCLUSION & DECISION

Based upon the facts and findings herein, the Council approves this annexation and that upon annexation, the subject property have a Comprehensive Plan designation of Highway Commercial (Incorporated) HC and be zoned Highway Commercial (HC).

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

Rick Scholl, Mayor

Date

City of St. Helens
ORDINANCE NO. 3278

AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN
PROPERTY AT 58471 COLUMBIA RIVER HIGHWAY

WHEREAS, applicant Shivam Patel requested to annex to the City of St. Helens certain property at 58471 Columbia River Highway. This property is also described per **Exhibit A**; and

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

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

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

WHEREAS, appropriate notice has been given and a public hearing was held December 1, 2021 on the annexation proposal; and

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

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

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

Section 2. The property described **Exhibit A** and depicted in **Exhibit B** is hereby accepted for annexation to the City of St. Helens.

Section 3. The St. Helens Zoning Ordinance Map is hereby amended to reflect that the property described herein shall be zoned Highway Commercial, HC.

Section 4. The St. Helens Comprehensive Plan Map is hereby amended to reflect that the property described herein shall be designated as Highway Commercial (Incorporated).

Section 5. In support of the above annexation and amendments described herein, the Council hereby adopts the Annexation A.6.21 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit C** and made part of this reference.

Section 6. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time:
Read the second time:

December 15, 2021
January 5, 2022

APPROVED AND ADOPTED this 5th day of January 2022 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land located in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, of Section 8, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more specifically described as follows:

Beginning at a point along the East right-of-way line of Kavanagh Avenue, said point being the most Northerly corner of Lot 14, Block 2, Golf Club Addition to St. Helens, Columbia County, Oregon, also the **True Point of Beginning**;

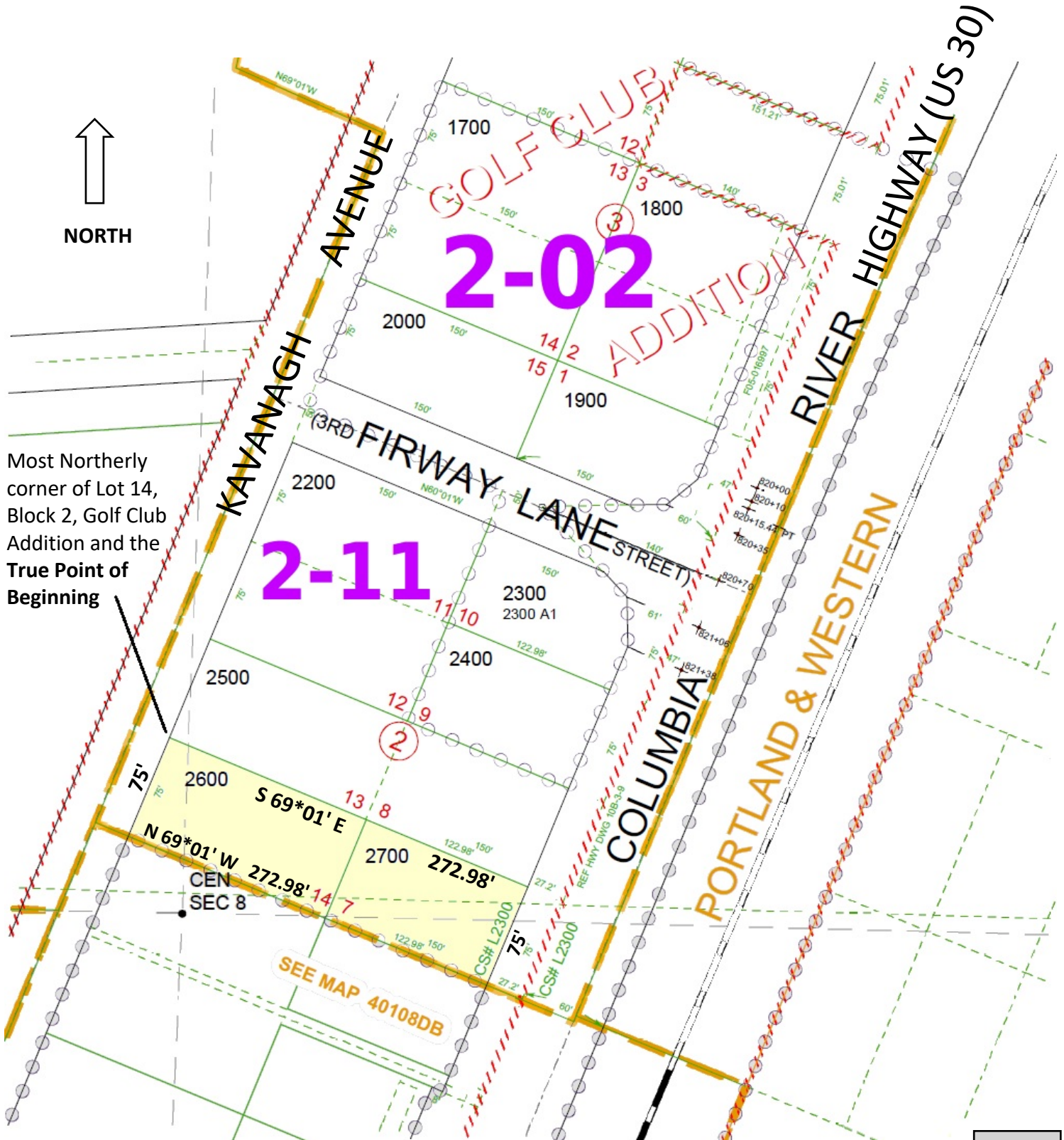
Thence, South 69°01' East along the North line of said Lot 14 and continuing along the North line of Lot 7, Block 2, Golf Club Addition to St. Helens, Columbia County, Oregon a distance of 272.98 feet to the West right-of-way line of Columbia River Highway (US 30);

Thence, Southwesterly along said right-of-way line a distance of 75 feet;

Thence, North 69°01' West along the south line of Lots 7 and 14, Block 2, Golf Club Addition to St. Helens, Columbia County, Oregon a distance of 272.98 feet to the East right-of-way line of Kavanagh Avenue;

Thence, Northeasterly along said right-of-way line a distance of 75 feet to the **True Point of Beginning**.

COLUMBIA COUNTY



**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT & CONCLUSIONS OF LAW
Annexation A.6.21**

APPLICANT: Shivam Patel
OWNERS: Sahjahand Investments, LLC
ZONING: Columbia County's Commercial-General (C-3)
LOCATION: 58471 Columbia River Highway
 4N1W-8AC-2600 & 2700
PROPOSAL: The property owner filed consent to annex because they would like to use the City's development rules and connect to City sewer.

SITE INFORMATION / BACKGROUND

This annexation request contains two lots, one at 11,326 square feet (0.26 acres) and one at 9,148 square feet (0.21 acres). The smaller of the two lots is developed with a detached single-family dwelling, while the larger is undeveloped. The developed lot abuts Columbia River Highway with a paved driveway approach and curb-tight sidewalks. The undeveloped lot abuts Kavanagh Avenue right-of-way in the rear. There is no developed roadway or frontage improvements abutting the property in the back, though it is improved as a gravel road that leads to the subject property heading north from Firway Lane. There are known wetlands within the Kavanagh Avenue right-of-way partially abutting this property and further south.

Kavanagh Avenue right-of-way is also the location of City sewer. The property is connected to McNulty Water. The applicant is interested in developing the subject properties in conjunction with two abutting properties under the same ownership (and already within City limits) with new commercial uses.

Photos of the subject property are on the next page.

Abutting Zoning

North – County's Commercial General (C-3)
 East – City's Heavy Industrial (HI)
 South – City's Highway Commercial (HC)
 West – City's Highway Commercial (HC)

PUBLIC HEARING & NOTICE

Public hearing before the Planning Commission for *recommendation to the City Council*: November 9, 2021. Public hearing before the City Council: December 1, 2021.

Notice of this proposal was sent to the Oregon Department of Land Conservation and Development on September 29, 2021 through their PAPA Online Submittal website.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject property on October 15, 2021 via first class mail. Notice was sent to agencies by mail or e-mail on the same date.

Notice was published on October 27, 2021 in The Chronicle newspaper.

AGENCY REFERRALS & COMMENTS

ODOT: It looks like the St. Helens wants to bring these 2 lots into annexation with the city, and no new development changes to the existing accesses is proposed. As such, ODOT has no comment on the application.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

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

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

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

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

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

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

3241), and the Housing Needs Analysis (Ord. No. 3244). Finally, there is no evidence that this proposal will be contrary to the health, safety, and welfare of the community.

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

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

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

This property is separated by only a public right-of-way to City limits. As this proposal meets these criteria, this property will **not** be subject to a majority vote among the electorate. Other provisions applicable to this proposal are discussed elsewhere herein.

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

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

SHMC 17.08.060 – Transportation planning rule compliance

- (1) Review of Applications for Effect on Transportation Facilities. A proposed comprehensive plan amendment, zone change or land use regulation change, whether initiated by the city or by a private interest, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with OAR 660-012-0060 (the Transportation Planning Rule ("TPR")).
 "Significant" means the proposal would:
 - (a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);
 - (b) Change standards implementing a functional classification system; or
 - (c) As measured at the end of the planning period identified in the adopted transportation system plan:
 - (i) Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;
 - (ii) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP; or
 - (iii) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or comprehensive plan.
- (2) Amendments That Affect Transportation Facilities. Comprehensive plan amendments, zone changes or land use regulations that significantly affect a transportation facility shall ensure that

allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the TSP. This shall be accomplished by one or a combination of the following:

- (a) Adopting measures that demonstrate allowed land uses are consistent with the planned function, capacity, and performance standards of the transportation facility.
 - (b) Amending the TSP or comprehensive plan to provide transportation facilities, improvements or services adequate to support the proposed land uses consistent with the requirements of OAR 660-012-0060.
 - (c) Altering land use designations, densities, or design requirements to reduce demand for vehicle travel and meet travel needs through other modes of transportation.
 - (d) Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.
- (3) Traffic Impact Analysis. A traffic impact analysis shall be submitted with a plan amendment or zone change application, as applicable, pursuant to Chapter 17.156 SHMC.

Discussion: This section reflects State law regarding the Transportation Planning Rule (TPR): Transportation Planning Rule (TPR), OAR 660, Division 12. The TPR requires that where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures to assure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility. **Current zoning of the property is Columbia County's Commercial-General (C-3) and the City's only zoning option given annexation is Highway Commercial.**

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

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

SHMC 17.28.030 (1) – Annexation criteria

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

Discussion: (a) Water – The site is currently connected to McNulty Water. The nearest City water is approximately 590 feet away.

Sewer – The applicant desires to connect to City sewer which is available in the Kavanagh Avenue right-of-way abutting the subject property. With regards to capacity, the City’s wastewater treatment plant currently has a daily limit (physically and as permitted by DEQ) to handle over 50,000 pounds of Biochemical Oxygen Demand (BOD) and a monthly average limit of 26,862 pounds. This is the “loading” or potency of the wastewater received by the plant. The average daily BOD is well below this at only 1,500 pounds. Thus, any potential uses that occur on the subject property can be accommodated by the City’s sanitary sewer system as infrastructure is in place and there is substantial capacity available.

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

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

(b) The land use of the subject property is a detached single-family dwelling. This is not an allowed use in the City’s Highway Commercial (HC) zoning district. This will create a non-conforming use of the property upon annexation into the City. However, the applicant is aware of this and desires to redevelop the property as a commercial use.

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

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

Pursuant to ORS 222.111(1), a City may only annex territory that is not within another City, and the territory must either be contiguous to the annexing City or be separated from the City only by a body of water or public right-of-way. The subject property is not within another City’s jurisdiction and City of St. Helens corporate limits lies on the east, west, and south side of the subject property.

Although undertaking an annexation is authorized by state law, the manner in which a city proceeds with annexation is also dictated in the city charter. ORS 222.111(1) references a city’s charter as well as other ORS. St. Helens’ Charter requirements pertaining to annexations are noted above.

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

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

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

- ***Statewide Planning Goal 1: Citizen Involvement.***

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

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

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

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

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

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

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

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

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

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

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

contains numerous requirements governing transportation planning and project development.

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

(d) The subject property abuts Highway 30 in the front. Highway 30 is a major arterial with curb-tight sidewalks abutting the subject property, which does not meet our typical cross section standard. The existing right-of-way for major arterials is 101', which is also not met. The subject property also abuts Kavanagh Avenue in the rear with a 50' wide right-of-way, which meets the minimum standard for local streets. Kavanagh Avenue's roadway and street frontage are entirely undeveloped abutting the property. **However, this property not the subject of a current development land use review, which provides the legal nexus and proportionality to require such improvements or right-of-way dedications.** As such, no improvements are warranted with this proposal.

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

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

SHMC 17.28.030 (2) – Annexation criteria

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

Discussion: The Comprehensive Plan designation is currently Unincorporated Highway Commercial (UHC). The City's only zoning option given annexation is Highway Commercial (HC). The Comprehensive Plan designation would thus be Highway Commercial (Incorporated) (HC).

Finding: Upon annexation, the subject property's Comprehensive Plan designation shall be Highway Commercial (Incorporated) and zoned Highway Commercial (HC).

SHMC 17.112.020 – Established & Developed Area Classification criteria

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

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

Residentially designated land within the urban growth boundary, including both vacant and developed land likely to be redeveloped, that is suitable, available and necessary for residential uses. Publicly

owned land is generally not considered available for residential uses. Land is generally considered "suitable and available" unless it:

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

OAR 660-008-0005 generally defines "Buildable Land" as vacant residential property not constrained by natural hazards or resources, and typically not publicly owned.

Finding: The subject property is not zoned residential. This provision does not apply.

CONCLUSION & DECISION

Based upon the facts and findings herein, and the recommendations of staff and the Planning Commission, the City Council approves this annexation and that upon annexation, the subject property have a Comprehensive Plan designation of Highway Commercial (Incorporated) HC and be zoned Highway Commercial (HC).

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

Rick Scholl, Mayor

Date

City of St. Helens
ORDINANCE NO. 3279

AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN
 PROPERTY AT 58284 OLD PORTLAND ROAD

WHEREAS, applicant Port of Columbia County requested to annex to the City of St. Helens certain property at 58284 Old Portland Road. This property is also described per **Exhibit A**; and

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

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

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

WHEREAS, appropriate notice has been given and a public hearing was held December 1, 2021 on the annexation proposal; and

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

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

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

Section 2. The property described in **Exhibit A** and depicted in **Exhibit B** is hereby accepted for annexation to the City of St. Helens.

Section 3. The St. Helens Zoning Ordinance Map is hereby amended to reflect that the property described herein shall be zoned Heavy Industrial (HI).

Section 4. The St. Helens Comprehensive Plan Map is hereby amended to reflect that the property described herein shall be designated as Heavy Industrial (Incorporated).

Section 5. In support of the above annexation and amendments described herein, the Council hereby adopts the Annexation A.10.05 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit C** and made part of this reference.

Section 6. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time:
Read the second time:

December 15, 2021
January 5, 2022

APPROVED AND ADOPTED this 5th day of January 2022 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land located in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 8, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more specifically described as follows:

Beginning at a point where the East Line of the Posey Williams Donation Land Claim (D.L.C.) and the South right-of-way line of Old Portland Road intersect;

Thence, Westerly along said South right-of-way line a distance of 106.96 feet;

Thence, South 9°05'00" East a distance of 284.25 feet;

Thence, South 9°19'38" West a distance of 233.37 feet to the **True Point of Beginning**;

Thence, South 49°19'37" West a distance of 176.01 feet;

Thence, South 51°54'41" West a distance of 183.87 feet;

Thence, North 8°12'05" East a distance of 168.36 feet;

Thence, North 33°54'30" West a distance of 160.73 feet;

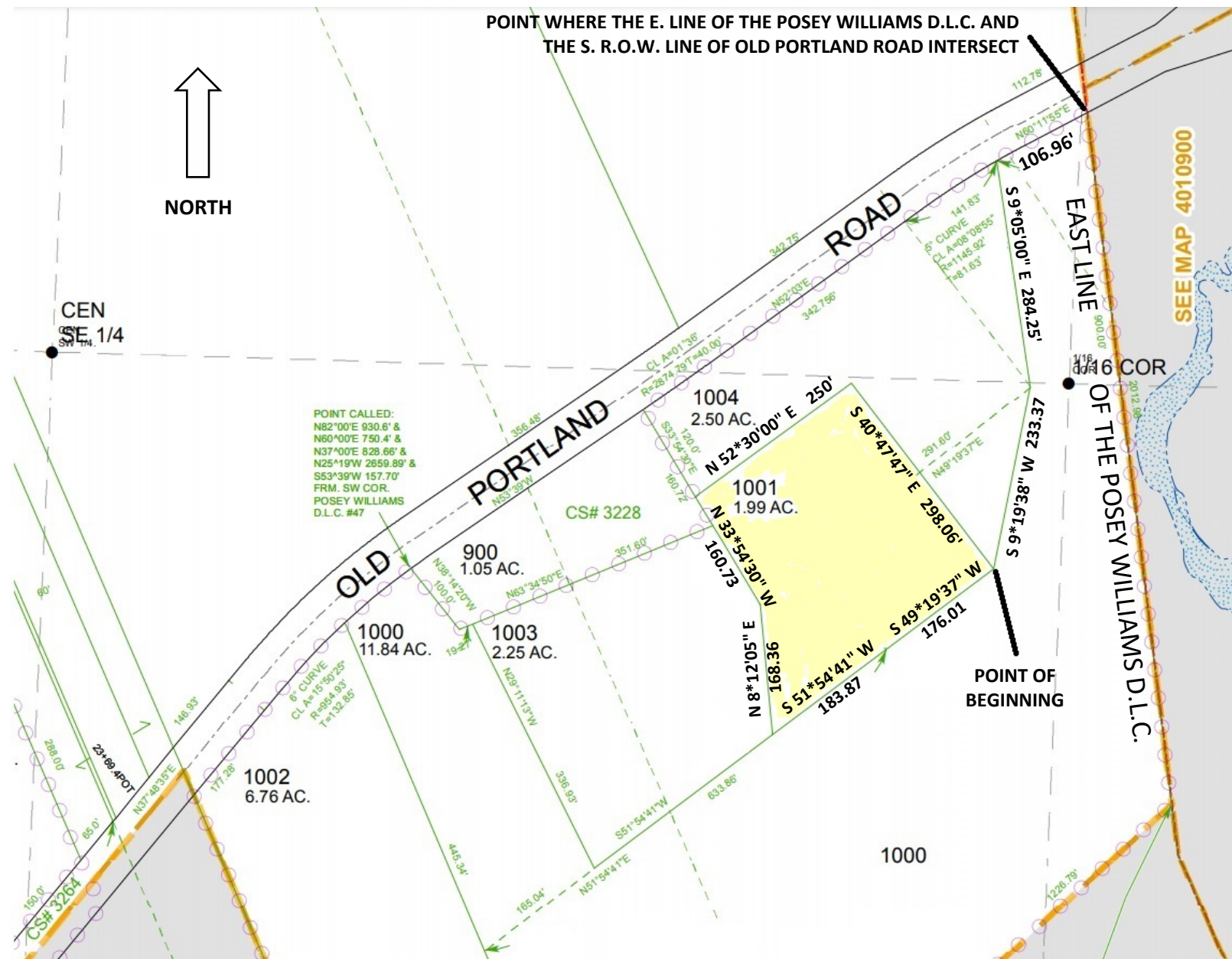
Thence, North 52°30'00" East a distance of 250 feet;

Thence, South 40°47'47" East a distance of 298.06 feet to the **True Point of Beginning**.

ORD. NO. 3279 EXHIBIT B

S.E. 1/4 S.E. 1/4 SEC.8 T.4N. R.1W. W.M.

COLUMBIA COUNTY



**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT & CONCLUSIONS OF LAW
Annexation A.10.05**

APPLICANT: Port of Columbia County

OWNERS: Same

ZONING: Columbia County's Heavy Industrial (M-1)

LOCATION: 58284 Old Portland Road
4N1W-8D-1001

PROPOSAL: The property owner filed consent to annex in 2005 as part of City-initiated effort to reduce the number of "islands" outside of City limits. However, at the time of the 2005 Council public hearing, it was determined that the subject property was not contiguous to City limits. Now, because of a previous annexation in 2013 (A.1.13) which annexed the small vacant blue house on Old Portland Road (pictured on the next page), this property is eligible for annexation.

SITE INFORMATION / BACKGROUND

This annexation is for a property at 1.99 acres (86,684 square feet). The property is entirely vacant and undeveloped with several very large oak trees. It does not have direct access to Old Portland Road, but it is surrounded by property under the same ownership (Port of Columbia County), and there is informal, undeveloped access through the property directly north to a gate along Old Portland Road (pictured below). There is public sanitary sewer and water available within Old Portland Road.

Abutting Zoning

North – County's Heavy Industrial (M-1)

East – County's Heavy Industrial (M-1)

South – County's Heavy Industrial (M-1)

West – County's Heavy Industrial (M-1) & City's Heavy Industrial (HI)

PUBLIC HEARING & NOTICE

Public hearing before the Planning Commission for *recommendation to the City Council*: November 9, 2021. Public hearing before the City Council: December 1, 2021.

Notice of this proposal was sent to the Oregon Department of Land Conservation and Development on October 5, 2021 through their PAPA Online Submittal website.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject property on October 15, 2021 via first class mail. Notice was sent to agencies by mail or e-mail on the same date.

Notice was published on October 27, 2021 in The Chronicle newspaper.

AGENCY REFERRALS & COMMENTS

As of the date of this staff report, no comments have been received from relevant agencies regarding this proposal.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

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

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

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

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

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

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

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

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

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

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

This property is separated by only a public right-of-way to City limits. As this proposal meets these criteria, this property will **not** be subject to a majority vote among the electorate.

Other provisions applicable to this proposal are discussed elsewhere herein.

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

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

SHMC 17.08.060 – Transportation planning rule compliance

- (1) Review of Applications for Effect on Transportation Facilities. A proposed comprehensive plan amendment, zone change or land use regulation change, whether initiated by the city or by a private interest, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with OAR 660-012-0060 (the Transportation Planning Rule (“TPR")). “Significant” means the proposal would:
 - (a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);
 - (b) Change standards implementing a functional classification system; or
 - (c) As measured at the end of the planning period identified in the adopted transportation system plan:
 - (i) Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;
 - (ii) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP; or
 - (iii) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or comprehensive plan.
- (2) Amendments That Affect Transportation Facilities. Comprehensive plan amendments, zone changes or land use regulations that significantly affect a transportation facility shall ensure that allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the TSP. This shall be accomplished by one or a combination of the following:

- (a) Adopting measures that demonstrate allowed land uses are consistent with the planned function, capacity, and performance standards of the transportation facility.
 - (b) Amending the TSP or comprehensive plan to provide transportation facilities, improvements or services adequate to support the proposed land uses consistent with the requirements of OAR 660-012-0060.
 - (c) Altering land use designations, densities, or design requirements to reduce demand for vehicle travel and meet travel needs through other modes of transportation.
 - (d) Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.
- (3) Traffic Impact Analysis. A traffic impact analysis shall be submitted with a plan amendment or zone change application, as applicable, pursuant to Chapter 17.156 SHMC.

Discussion: This section reflects State law regarding the Transportation Planning Rule (TPR): Transportation Planning Rule (TPR), OAR 660, Division 12. The TPR requires that where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures to assure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility. **Current zoning of the property is Columbia County's Heavy Industrial (M-1), and the City's only zoning option given annexation is Heavy Industrial.**

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

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

SHMC 17.28.030 (1) – Annexation criteria

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

Discussion: (a) Water – The site is not currently connected to water, but it is available in the Old Portland Road right-of-way. Regarding capacity, the City's current water capacity is 6 million gallons/day and the peak flow, usually in the summer, is 3 to 4 million gallons/day. Additionally, the City has the capacity of approximately 10 million gallons to meet future demands. Any additional uses that occur on the subject property can be accommodated by the City's municipal water system as infrastructure has substantial capacity available.

Sewer – The site is not currently connected to sewer, but it is available within the Old Portland Road right-of-way. Regarding capacity, the City’s wastewater treatment plant currently has a daily limit (physically and as permitted by DEQ) to handle over 50,000 pounds of Biochemical Oxygen Demand (BOD) and a monthly average limit of 26,862 pounds. This is the “loading” or potency of the wastewater received by the plant. The average daily BOD is well below this at only 1,500 pounds. Thus, any potential uses that occur on the subject property can be accommodated by the City’s sanitary sewer system as infrastructure is in place and there is substantial capacity available.

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

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

(b) There are no current uses established on the property. The property would be subject to the City’s Heavy Industrial zoning district uses.

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

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

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

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

ORS 197.175(1) suggests that all annexations are subject to the statewide planning goals. The statewide planning goals that could technically apply or relate to this proposal are Goals 1, 2, 11 and 12.

- *Statewide Planning Goal 1: Citizen Involvement.*

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

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

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

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

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

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

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

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

The subject property is not currently connected to utilities. City sewer and water capacities are adequate to serve the subject property. This is explained above. The existing development is adequately served.

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

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

contains numerous requirements governing transportation planning and project development.

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

(d) The subject property does not directly abut a public right-of-way, so this provision does not apply.

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

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

SHMC 17.28.030 (2) – Annexation criteria

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

Discussion: The Comprehensive Plan designation is currently Unincorporated Heavy Industrial (UHI). The City's only zoning option given annexation is Heavy Industrial (HI). The Comprehensive Plan designation would thus be Heavy Industrial (Incorporated) (HI).

Finding: Upon annexation, the subject property's Comprehensive Plan designation shall be Heavy Industrial (Incorporated) and zoned Heavy Industrial (HI).

SHMC 17.112.020 – Established & Developed Area Classification criteria

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

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

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

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

OAR 660-008-0005 generally defines “Buildable Land” as vacant residential property not constrained by natural hazards or resources, and typically not publicly owned.

Finding: The subject property is not zoned residential. This provision does not apply.

CONCLUSION & DECISION

Based upon the facts and findings herein, and the recommendations of staff and the Planning Commission, City Council approves of this annexation and that upon annexation, the subject property have a Comprehensive Plan designation of Heavy Industrial (Incorporated) HI and be zoned Heavy Industrial (HI).

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

Rick Scholl, Mayor

Date

City of St. Helens
RESOLUTION NO. 1942

Item #7.

A RESOLUTION TO SET 2022 CITY PUBLIC MEETINGS AND HOLIDAY
CLOSURES SCHEDULE FOR CITY OF ST. HELENS COUNCIL,
BOARDS AND COMMISSIONS

WHEREAS, the City Council holds meetings generally on the first and third Wednesdays of each month, with the work session beginning at 1:00 p.m. and the regular session beginning at 7:00 p.m. in the City Council Chambers and virtually via Zoom. Council public forums or public hearings, if any, are usually scheduled between 5-7:00 p.m. on those Wednesdays; and

WHEREAS, the Arts & Cultural Commission is currently on hiatus and if/when meetings resume, notice will be sent out; and

WHEREAS, the Budget Committee meets when convened in the City Council Chambers and virtually via Zoom; and

WHEREAS, the Library Board meets generally on the second Monday of each month at 7:15 p.m. in the Columbia Center Auditorium and virtually via Zoom; and

WHEREAS, the Parks & Trails Commission meets generally on the second Monday of every month at 4:00 p.m. in the City Council Chambers and virtually via Zoom; and

WHEREAS, the Planning Commission meets generally on the second Tuesday of each month at 7:00 p.m. in the City Council Chambers and virtually via Zoom; and

WHEREAS, from time to time the Council appoints special committees to work on special projects for the City. Due notice will be given to the public and media of such meetings; and

WHEREAS, if a regularly scheduled meeting falls on or near a holiday, the respective meeting may have been moved to an alternate date; and

WHEREAS, if the Governor issues a state of emergency and prevents the meeting of groups in the respective locations as stated above, the meeting will only be held virtually via Zoom. Due notice will be given as to the details to attend the meetings; and

WHEREAS, all public meetings and closures are listed on the City's website at www.sthelensoregon.gov. Please check there for agendas packets and updates.

NOW, THEREFORE, THE CITY OF ST. HELENS RESOLVES as follows and adopts the 2022 City Public Meetings and Holiday Closures Schedule, for January through December, attached and listed as Exhibit A to this Resolution.

Approved and adopted by the City Council on December 15, 2021, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

January 5, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

January 10, 2022

Monday

4:00 PM - 6:00 PM

Parks & Trails Commission Meeting -- City Hall Council Chambers

January 11, 2022

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

January 17, 2022

Monday

All Day

Martin Luther King Jr. Day -- CLOSED

January 18, 2022

Tuesday

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

January 19, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

February 2, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

February 7, 2022

Monday

4:00 PM - 6:00 PM

Parks & Trails Commission Meeting -- City Hall Council Chambers

February 8, 2022

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

February 15, 2022

Tuesday

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

February 16, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

February 21, 2022

Monday

All Day

Presidents' Day -- CLOSED

March 2, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

March 8, 2022

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

March 14, 2022

Monday

4:00 PM - 6:00 PM

Parks & Trails Commission Meeting -- City Hall Council Chambers

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

March 16, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

March 16, 2022 Continued

Wednesday

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

April 6, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

April 11, 2022

Monday

4:00 PM - 6:00 PM

Parks & Trails Commission Meeting -- City Hall Council Chambers

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

April 12, 2022

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

April 20, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

May 4, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

May 9, 2022

Monday

4:00 PM - 6:00 PM

Parks & Trails Commission Meeting -- City Hall Council Chambers

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

May 10, 2022

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

May 18, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

May 30, 2022

Monday

All Day

Memorial Day -- CLOSED

June 1, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

June 13, 2022

Monday

4:00 PM - 6:00 PM

Parks & Trails Commission Meeting -- City Hall Council Chambers

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

June 14, 2022

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

June 15, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

July 4, 2022

Monday

All Day

Independence Day -- CLOSED

July 6, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

July 11, 2022

Monday

4:00 PM - 6:00 PM

Parks & Trails Commission Meeting -- City Hall Council Chambers

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

July 12, 2022

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

July 20, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

August 3, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

August 8, 2022

Monday

4:00 PM - 6:00 PM

Parks & Trails Commission Meeting -- City Hall Council Chambers

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

August 9, 2022

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

August 17, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

September 5, 2022

Monday

All Day

Labor Day -- CLOSED

September 7, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

September 12, 2022

Monday

4:00 PM - 6:00 PM

Parks & Trails Commission Meeting -- City Hall Council Chambers

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

September 13, 2022

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

September 21, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

October 5, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

October 10, 2022

Monday

4:00 PM - 6:00 PM

Parks & Trails Commission Meeting -- City Hall Council Chambers

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

October 11, 2022

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

October 19, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

November 2, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

November 8, 2022

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

November 11, 2022

Friday

All Day

Veterans' Day -- CLOSED

November 14, 2022

Monday

4:00 PM - 6:00 PM

CANCELLED - Parks & Trails Commission Meeting -- City Hall Council Chambers

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

November 16, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

November 16, 2022 Continued

Wednesday

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

November 24, 2022

Thursday

All Day

Thanksgiving Day -- CLOSED

November 25, 2022

Friday

All Day

Day After Thanksgiving -- CLOSED

December 7, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

December 12, 2022

Monday

4:00 PM - 6:00 PM

Parks & Trails Commission Meeting -- City Hall Council Chambers

7:15 PM - 9:00 PM

Library Board Meeting -- Columbia Center Auditorium

December 13, 2022

Tuesday

7:00 PM - 10:00 PM

Planning Commission -- City Hall Council Chambers

December 21, 2022

Wednesday

1:00 PM - 4:30 PM

Council Work Session -- City Hall Council Chambers

7:00 PM - 8:00 PM

Council Regular Session -- City Hall Council Chambers

December 23, 2022

Friday

All Day

Christmas Eve Observed -- CLOSED

December 26, 2022

Monday

Item #7.

All Day

Christmas Day Observed -- CLOSED

City of St. Helens
RESOLUTION NO. 1943

A RESOLUTION APPOINTING THE BUDGET OFFICER FOR FISCAL YEAR 2022-23

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

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

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

Section 1. Finance Director Matt Brown is appointed as the Budget Officer for fiscal year 2022-23.

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

Approved and adopted by the City Council on December 15, 2021, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
RESOLUTION NO. 1944

A RESOLUTION ADOPTING A COMMUNITY PUBLIC SAFETY FEE

WHEREAS, the City of St. Helens has created a public safety fund to help facilitate the funding of a public safety facility; and

WHEREAS, the City finds that it is in the public's interest to construct a new public safety facility to meet the needs of our growing community; and

WHEREAS, the City has held numerous public forums to hear public feedback; and

WHEREAS, funds raised from the fee will support public safety within our city; and

WHEREAS, the public safety fee will be effective January 16, 2022; and

WHEREAS, the public safety fee will end once the new public safety facility debt is satisfied.

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

Section 1. Fees and charges.

<u>FEE TYPE</u>	<u>AMOUNT</u>	<u>FEE BASE</u>
Public Safety	\$3.00 per month	per EDU

Approved and adopted by the City Council on December 15, 2021, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
RESOLUTION NO. 1945

**A RESOLUTION APPROVING PARTICIPATION AS A LOCAL
GOVERNMENT RECIPIENT OF THE NATIONAL PRESCRIPTION
OPIATE LITIGATION SETTLEMENT, AND RELATED MATTERS**

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts Columbia County by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services to the citizens of St. Helens; and

WHEREAS, the State of Oregon and Columbia County have been required, and will continue to be required, to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause Oregon citizens; and

WHEREAS, more than 3,000 cases of opioid litigation have been brought by states and local political subdivisions against the largest pharmaceutical manufacturers and distributors; and

WHEREAS, the National Prescription Opioid Litigation was consolidated into one Ohio federal court, and the first two of many Settlements has been reached to resolve the liability of three distributors and one manufacturer are involved in the first two settlements; and

WHEREAS, participation in the settlements will provide substantial funds to states and political subdivisions for abatement of the opioids epidemic across the country and will impose transformative changes in the way the settling defendants conduct their business in response to the threat to public health and safety and the significant ongoing negative economic impact of the opioids epidemic; and

WHEREAS, the structure of the proposed national settlements provides greater resources the greater the number of states and their political subdivisions that choose to participate in the settlement agreements, and that local governments shall participate with and through their state government; and

WHEREAS, the proposed national settlements require local government political subdivisions to elect to participate in the settlement agreements by January 2, 2022; and

WHEREAS, the State and Cities are required to enter into an agreement to allocate and distribute funds within the state, or else be bound by a court-imposed distribution scheme that is not as advantageous to the City as the Proposed Oregon agreement; and

WHEREAS, the City of St. Helens desires to enter into the necessary and sufficient agreements to participate as a recipient local government in the National Prescription Opiate Litigation settlements, and that doing so is in the best interest of the City of St. Helens, Columbia County, and the State of Oregon; and

WHEREAS, ORS 190.110 provides the authority for units of local governments to enter into Intergovernmental Agreements (IGA) for the performance of any or all functions and activities that a party to the agreement, its officers, or agents may have the authority to perform.

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

Section 1. The City of St. Helens hereby agrees, that for purposes of the Multi-district Litigation MDL 2804 Case No. 1:17-md-2804 *In Re: National Prescription Opiate Litigation* against pharmaceutical opioid manufacturers and distributors defendants, to participate in the National Opioid Settlement as a recipient local government.

Section 2. The City Council authorizes and directs the City Administrator, and Finance Director, and City Attorney (each an "Authorized Officer") to execute on behalf of the City of St. Helens any recipient, subrecipient or settlement agreements with either or both the National Opioid Litigation defendants and the State of Oregon and participating Oregon cities and counties to carry out the National Opioid Litigation Settlement(s), and without further action by the City Council each Authorized Officer is hereby authorized, empowered and directed to execute any and all other required and necessary documents to implement the intent of the settlement participant agreements, and this Resolution.

Section 3. Consistent with intent of the agreements, and in the best interest of the City, the Authorized Officer is authorized to determine, execute,

acknowledge, and deliver any subsequent changes, addendums, certificates, exhibits, representations, extensions, revisions, modification, or successor documents of any agreements, or any other instrument and without further action by the City Council, and the execution thereof by any such Authorized Officer shall be conclusive as to such determination.

Section 4. The Finance Director is authorized and directed to disburse funds, subject to annual appropriations, as necessary to fulfill the intent of this resolution and the agreements and is further directed to implement all such actions necessary to ensure budgetary compliance.

Section 5. This Resolution becomes effective immediately upon its adoption.

Approved and adopted by the City Council on December 15, 2021, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

State of Oregon – Final Term Sheet RE Opioid Settlements and Allocation Agreement

The following term sheet contains some of the proposed terms to be encompassed in a final, definitive settlement agreement. The purpose of the term sheet is to determine if we have sufficient acknowledgement of summary terms so as to proceed to final documentation. The state and the city/county representatives and legal counsel expressly acknowledge that there is no deal or agreement until final, definitive documentation has been fully executed.

- “Local Governments” means all counties and cities in the state of Oregon.
- “Litigating Local Governments” means the Counties of Clackamas, Clatsop, Columbia, Coos, Curry, Jackson, Josephine, Lane, Multnomah, Washington, Yamhill, and the City of Portland.

Allocation of Opioid Settlement Funds

- 45% of total settlement funds directly to the State (“State Fund”)
- 55% of total settlement funds directly to Local Governments (“Local Government Fund”)
 - Funds will be allocated amongst the cities and counties based upon the MDL Metrics only, without adjustment.
 - Cities may elect direct payment to counties.

State Back-Stop/Attorney Fees

- To effectuate a State Back-Stop Agreement as outlined in the MDL Fees Order, an agreement in the form of Attachment 1 may be entered into by a Litigating Local Government, private counsel, and the Oregon Attorney General. The Oregon Attorney General shall, upon the request of a Litigating Local Government, execute any agreement executed by a Litigating Local Subdivision and its private counsel if it is in the form of Attachment 1.
- For the avoidance of doubt, this agreement does not require a Litigating Local Government to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of Oregon or any of its agencies or officers, including without limitation the Attorney General.

Use of Local Government Funds

- Local Governments commit to use all funds, except Backstop Funds, for future opioid abatement per Exhibit E of the national settlement agreements (“Approved Abatement Uses”).

Limitations on the use of State Funds

- The State Fund will be deposited in a Prevention, Treatment and Recovery Fund (“PTR Fund”), overseen by a PTR Board, which shall be used for:
 - Administration of the PTR Fund and Board;
 - Development of a unified and evidence-based state system for collecting, analyzing and publishing data about the availability and efficacy of substance use prevention, treatment and recovery services across the state; and
 - Funding statewide and regional Approved Abatement Uses.
- The State and Local Governments shall have equal representation and voting power on the PTR Board.
- Note that the State will need to obtain legislative authority to create the PTR Fund and the Board.

Medicaid Clawback

- If a Medicaid clawback occurs, payment of the clawback to the federal government will be deducted from Oregon’s total combined settlement funds prior to distribution of the remaining settlement funds to the State Fund and Local Government Fund.

Reporting

- As is required under the national settlement agreements, any distributions to state and local governments that are not used for Approved Abatement Uses must be reported to the Settlement Fund Administrator, which information will be made publicly available.
- The State and Local Governments shall maintain and provide detailed records of expenditures as follows [TBD in final agreement].

Release of Claims

- All parties agree to release all claims and to participate in the Distributor and J&J settlement agreements.

Applicability

- This agreement applies to all funds received by Oregon for the McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”) settlements. In addition, the allocation percentage contained herein (45% to the State of Oregon, 55% to OR Subdivision Fund), shall apply to future multistate Opioid Settlements with Distributors, Manufacturers, and Pharmacies, subject to consideration of other terms of such settlements that impact allocation considerations. For the Purdue bankruptcy, the allocation shall only apply to Oregon’s share under the plan confirmed by Judge

Drain on September 17, 2021, and shall not apply to any increased amount paid to Oregon that might result from Oregon and other states' appeal of the plan's confirmation. The allocation percentages shall not apply to cases brought by Oregon as an individual state.

Enabling Legislation

- The State and Local Governments commit to cooperate in drafting and promoting the passage of legislation necessary to effectuate this agreement.

Attachment 1

OREGON LITIGATING GOVERNMENT BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributors Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the Oregon Attorney General, on behalf of the State of Oregon, are entering into this Oregon Litigating Government Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Expenses and Costs) of the Distributor Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Distributor Settlement Agreement and [Oregon Allocation Agreement], as well as any other limitations imposed by law, use funds that it receives from the Distributor Settlement Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 12%] of the total gross recovery of [SUBDIVISION] from the Distributors Settlement ("Share for Fee Purposes"), but in no event shall the Litigating Local Government's share of the contingent fee exceed \$2,500,000.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Distributor Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments. The parties agree that the contingency fee paid to [COUNSEL] pursuant to this State Backstop Agreement shall be paid in accordance with the national fund payment schedule (over 7 years). For the purpose of calculating allowed contingency fees only, each Litigating Local Government's share will be calculated by applying the MDL metrics to 50% of Oregon's gross recovery under the Distributor and J&J settlements ("Share for Fee Purposes").

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Distributor Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the Oregon Attorney General nor the State of Oregon have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[SUBDIVISION SIGNATURE BLOCK]

[COUNSEL SIGNATURE BLOCK]

ATTORNEY GENERAL SIGNATURE BLOCK]

EXHIBIT E**List of Opioid Remediation Uses****Schedule A
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

- A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**
1. Expand training for first responders, schools, community support groups and families; and
 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**
1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OD*”) and other Substance Use Disorder (“*SUD*”) / Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT**A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARI*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
 7. Increasing electronic prescribing to prevent diversion or forgery.
 8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT F**List of States and Overall Allocation Percentages**

Alabama	1.6419290312%
Alaska	0.2584550539%
American Samoa	0.0174042885%
Arizona	2.3755949882%
Arkansas	0.9663486633%
California	9.9213830698%
Colorado	1.6616291219%
Connecticut	1.3343523420%
Delaware	0.4900019063%
District of Columbia	0.2048876457%
Florida	7.0259134409%
Georgia	2.7882080114%
Guam	0.0509264160%
Hawaii	0.3418358185%
Idaho	0.5254331620%
Illinois	3.3263363702%
Indiana	2.2168933059%
Iowa	0.7579283477%
Kansas	0.8042000625%
Kentucky	2.0929730531%
Louisiana	1.5154431983%
Maine	0.5613880586%
Maryland	2.1106090494%
Massachusetts	2.3035761083%
Michigan	3.4020234989%
Minnesota	1.2972597706%
Mississippi	0.8898883053%
Missouri	2.0056475170%
Montana	0.3421667920%
N. Mariana Islands	0.0185877315%
Nebraska	0.4291907949%
Nevada	1.2486754235%
New Hampshire	0.6258752503%
New Jersey	2.7551354545%
New Mexico	0.8557238713%
New York	5.3903813405%



CITY OF ST. HELENS PLANNING DEPARTMENT

MEMORANDUM

TO: City Council
FROM: Jacob A. Graichen, AICP, City Planner
RE: Notice of Intent to Award for 2021 Aerial Imaging and GIS Data Update, Project No. M-498
DATE: December 8, 2021

Staff has been discussing updating our aerial photo and related mapping data for years. Not only is our data dated, but we wanted to capture the area before waterfront and industrial business park development occurred as a “before” image to document transformative change.

The last complete update to the City's aerial imaging and GIS data was in 1995. A partial update was completed in 2001. These included images converted to AutoCAD files for use by the City's Engineering Division. In approximately 2005, the City converted AutoCAD files and additional street and utility information from various project as-built drawings to GIS shape files. In 2009, aerial imagery from the National Agriculture Imagery Program provided updated imagery but no additional conversions were done. The GIS system has been periodically updated and is used extensively by the Public Works Engineering and Operations Divisions, Planning Department, Building Department, and others.

The City recently published a Request for Proposal for this effort, with a deadline of December 2, 2021. This can be viewed here: <https://www.sthelensoregon.gov/rfps>. We received seven proposals. One was grossly incomplete and disqualified, the other six were evaluated by a selection committee consisting of the Public Works Director, Engineering Project Manager, Associate Planner/Community Development Project Manager and myself.

The selection committee determined that GeoTerra is the most suitable entity for this effort.

\$100,000 is budgeted for this project, consisting of \$75K from Public Works funds and \$25K from Planning funds in the current budget. As the contract will exceed \$75,000, **the City Council needs to approve the selection committee's recommendation at your Regular Session.**

With the Council's approval, we can commence with the final scope and have a contract ready to execute at a future Council meeting.

**FIRST AMENDMENT TO
David Evans & Associates, Inc. Personal Service Agreement
Columbia Boulevard Sidewalk and Safety Improvements, Project No. R-679**

This agreement is entered into this 15th day of December 2021, by and between the City, (hereinafter "City"), and David Evans & Associates, Inc., (hereinafter "Contractor").

RECITALS

- A. City and Contractor entered into a Personal Service Agreement on February 21, 2020, and said contract, hereinafter "original contract", is on file at St. Helens City Hall.
- B. The City has determined that additional Scope of Work is necessary to replace an existing culvert and construct a retaining wall adjacent to the new sidewalk.
- C. The Contractor has provided a revised Scope of Work to include the design of the culvert replacement and retaining wall with the plans.
- D. Columbia County will be responsible for costs associated with the design and construction of the culvert replacement per the attached intergovernmental agreement.

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

- 1. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. Additional compensation for Work Order No. 1 shall be a not to exceed amount of \$19,071.
- 3. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this 15th day of December 2021.

Contractor

City

Paul Teepe

Rick Scholl, Mayor

Date: 12/7/21

Date: _____

Attest:

By: _____
Kathy Payne, City Recorder

Schedule A Engineering Services

DAVID EVANS AND ASSOCIATES
Fee Estimate Amendment #1

City of St. Helens

Columbia Boulevard Sidewalk and Safety Improvements

Preliminary & Final Engineering Services

(See bottom right for classification descriptions)

[illegible]

PIC - Principal In-Charge
PM - Project Manager
OENG - Oic Eng/Planner/Environmental Spec.
PENG - Project Engineer/Planner/Environmental
JEN - Design Eng/Planner/Environmental
SCPM - Senior Construction Project Manager
SPEC - Specification Writer
PSVR - Project Surveyor
2PER - 2-Person Survey Crew
STECH - Sr. Technician/Draftsman
DRT - Technician/Draftsman
OFFC - Office Administration

AMENDMENT # 01 to
CITY OF ST. HELENS
STANDARD PROFESSIONAL SERVICES CONTRACT
 (for Architectural, Engineering, Land Surveying and Related Services)

Contract Title: Columbia Boulevard Sidewalk and Safety Improvements

1. This is Amendment No. 01 to Contract No. R-679 (as amended from time to time the "Contract") dated **February 21, 2020** between the City of St. Helens hereafter called OWNER, and DAVID EVANS and ASSOCIATES, INC. hereafter called Consultant.
2. The Contract is hereby amended as follows:

The Amendment provides for retaining wall and culvert work:

Contract Exhibit A, **Statement of Work**

Task 1 – Project Administration

Consultant shall coordinate and administer the additional work.

Task 3 – Plans, Specification, and Estimate

Consultant shall prepare calculations for the selected retaining wall solution and basic structural calculations.

Task 3.1 – Preliminary (60%) Design

- Culvert replacement details
- Retaining wall plan sheets and calculations

Task 3.2 – Advance (95%) Design

- Culvert replacement details
- Retaining wall plan sheets and calculations

Task 3.3 – Final (100%) Design

- Culvert replacement details
- Retaining wall plan sheets and calculations

DELIVERABLES – Task 3:

- Retaining wall plan sheets at each submittal, for each wall.
 - Plan sheets will include:
 - Plan and elevation sheet
 - Detail sheet (as needed)
- Retaining wall construction cost estimate
- Retaining wall specifications

Assumptions:

- IBC/OSSC for wall structures will be used to determine allowable bearing pressure, and excavation of poor soils below the wall will be required.
- City will provide geotechnical reports for any projects in the City

3. Except as expressly amended above, all other terms and conditions of original Contract are still in full force and effect. Consultant certifies that the representations, warranties and certifications

contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Certification: The individual signing on behalf of Consultant hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Consultant's correct taxpayer identification; (b) Consultant is not subject to backup withholding because (i) Consultant is exempt from backup withholding, (ii) Consultant has not been notified by the IRS that Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant's payment of taxes, and to the best of her/his knowledge, Consultant is not in violation of any Oregon tax laws (including, without limitation, the following pursuant to OAR 150-305.385(6)-(B): For purposes of this certification, "Oregon tax laws" means the tax laws names is ORS 305.380 (4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax., 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan District Self-Employment Tax; (d) Consultant is an independent Consultant as defined in ORS 670.600; and (e) the supplied Consultant data is true and accurate.

CONSULTANT

By Paul Terpen 12/7/2021
 Title: Associate Date:

OWNER

By Mouhamad Zaher 12/7/2021
 Title: Date:

CONTRACT PAYMENTS

City Council Meeting
December 15, 2021

Otak

Project: S.1st/Strand St, Road & Utility Extension (Inv#000112100393) \$ **79,476.84**

Edge Development

Project: Campbell Park Sport Courts (PR#3)	\$	130,476.88
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Progress Report

November 23, 2021

Approved for Processing
12/6/2021
M. Zaher

Mouhamad Zaher
Public Works Director
265 Strand Street
St. Helens, OR 97051

RE: **Otak Project No. 019823.000**
S. 1st and Strand Streets, Road and Utility Extensions
Design, Construction, and Permit Documents
Invoice No. 000112100393

Dear Mouhamad:

Enclosed is Otak's invoice for the **S. 1st and Strand Streets, Road and Utility Extensions**, for the period starting October 15, 2021 and ending November 12, 2021. Invoices from Leeway, Grayling, and DKS include work from September and October. The total fee for work completed during this time period is \$79,476.84.

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

- Additional survey for the Plaza/Strand corner to support the Strand one-way street improvement design.

Phase 220 Geotechnical

- None.

Phase 230 Environmental Investigation

- None

I:\project\19800\19823\accounting\attachments\9-19823 progress report november 2021.docx

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

Phase 310 Planning Code-Zoning Requirements

- None.

Phase 320 Alignment Alternatives

- None.

Phase 330 Concept Development Plan

- None.

Phase 340 Scoring Criteria/Worksession

- None.

Phase 410 30% Roll-Map Plans

- Utilized remaining DKS portion of budget for developing lighting/signing portion of Cowlitz/Strand 30% improvements.

Phase 420 Stormwater Management

- None.

Phase 430 Lift Station Relocation Analysis

- None.

Phase 440 30% Cost Est/Construct Review

- Utilized remaining DKS portion of budget for estimating of Cowlitz/Strand improvements.

Phase 450 30% Plans – Strand/Cowlitz

- 30% plan and estimate submittal.

Phase 510 90% and Final PS&E

- Refine design for the five intersection improvements (S. 1st/Cowlitz, Cowlitz/Strand, S. 1st/Strand, S. 1st/Street A, Strand/Street A) and existing S. 1st Street Improvement south of Cowlitz intersection.
- Develop roadway and storm conveyance plan and profile sheets (10).
- Prepare final sheets for overall plan set and general roadway improvements including a title sheet (1), index sheet (1), existing conditions (3), curb returns/ADA ramps (12), and mid-block crossings (2), standard roadway details (3), storm details (3).
- Develop combined water and gravity sanitary sewer plan and profile drawings, including Tualatin Street waterline connection.
- Develop force main plan and profile drawings.
- Develop streetscape Plans and Details.
- Development of 60% AACE Level 2 cost estimate.

Phase 520 Stormwater Management

- Update hydraulics and stormwater management calculations to account for Cowlitz/Strand improvements.

Phase 530 Lift Station Design Documents

- Advance lift station design documents.

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

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

November 23, 2021
 Project No: 019823.000
 Invoice No: 000112100393

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

For Professional Services Ending November 12, 2021

Phase 110 Project Management and Admin

Task 110 Project Management and Admin CIVIL

Professional Personnel

	Hours	Rate	Amount	
Civil Engineer IX				
Buisman, Keith	4.75	193.00	916.75	
Project Administrative Assistant				
Gutierrez, Kayla	2.00	83.00	166.00	
Totals	6.75		1,082.75	
Total Labor				1,082.75
			Total this Task	\$1,082.75

Task 114 Project Management and Admin CMI

Professional Personnel

	Hours	Rate	Amount	
Construction Manager VI				
Williams, Michael	.50	202.00	101.00	
CM Documentation Specialist III				
Flett, Amanda	9.50	120.00	1,140.00	
Totals	10.00		1,241.00	
Total Labor				1,241.00
			Total this Task	\$1,241.00
			Total this Phase	\$2,323.75

Phase 120 Project Coord, Mtgs, Schedule

Task 120 Project Coord, Mtgs, Schedule CIVIL

Professional Personnel

	Hours	Rate	Amount	
Civil Engineer IX				
Buisman, Keith	9.25	193.00	1,785.25	
Totals	9.25		1,785.25	
Total Labor				1,785.25

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**

Project	019823.000	City of St. Helens - 1st and Strand Sts.	Invoice	000112100393
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Total this Task \$1,785.25

Task 124 Project Coord, Mtgs, Schedule CMI

Professional Personnel

	Hours	Rate	Amount	
CM Documentation Specialist III				
Flett, Amanda	4.00	120.00	480.00	
Totals	4.00		480.00	
Total Labor				480.00

Total this Task \$480.00

Total this Phase \$2,265.25

Phase 210 Topographic Survey

Task 212 Topographic Survey SURV

Professional Personnel

	Hours	Rate	Amount	
Professional Land Surveyor III				
Conklin, David	4.00	150.00	600.00	
Survey Field Technician II				
Autrey, Kora	24.00	78.00	1,872.00	
Totals	28.00		2,472.00	
Total Labor				2,472.00

Total this Task \$2,472.00

Total this Phase \$2,472.00

Phase 330 Concept Development Plan

Task 335 Concept Development Plan sub M/R

Consultants

Direct Cost Subconsultants			95.08	
Total Consultants	1.05 times	95.08		99.83

Total this Task \$99.83

Total this Phase \$99.83

Phase 410 30% Roll-map Plans

Task 415 30% Roll-map Plans sub M/R

Consultants

Direct Cost Subconsultants			58.92	
Total Consultants	1.05 times	58.92		61.87

Total this Task \$61.87

Project	019823.000	City of St. Helens - 1st and Strand Sts.	Invoice	000112100393
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Task	417	30% Roll-map Plans sub LWE		
Consultants				
	Direct Cost Subconsultants		2,663.00	
	Total Consultants	1.05 times	2,663.00	2,796.15
		Total this Task		\$2,796.15

Task	418	30% Roll-map Plans sub DKS		
Consultants				
	Traffic Consultants		8,892.02	
	Total Consultants	1.05 times	8,892.02	9,336.62
		Total this Task		\$9,336.62
		Total this Phase		\$12,194.64

Phase	420	Stormwater Management		
Task	425	Stormwater Management sub M/R		
Consultants				
	Direct Cost Subconsultants		2,120.00	
	Total Consultants	1.05 times	2,120.00	2,226.00
		Total this Task		\$2,226.00
		Total this Phase		\$2,226.00

Phase	430	Lift Station Relocation Analysis		
Task	437	Lift Station Relocation Analysis sub LWE		
Consultants				
	Direct Cost Subconsultants		585.00	
	Total Consultants	1.05 times	585.00	614.25
		Total this Task		\$614.25
		Total this Phase		\$614.25

Phase	440	30% Cost Est/Construct Review		
Task	448	30% Cost Est/Construct Review sub DKS		
Consultants				
	Traffic Consultants		260.00	
	Total Consultants	1.05 times	260.00	273.00
		Total this Task		\$273.00
		Total this Phase		\$273.00

Phase	450	30% Plans - Strand/Cowlitz		
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Project	019823.000	City of St. Helens - 1st and Strand Sts.	Invoice	000112100393
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Task 450 30% Plans - Strand/Cowlitz CIVIL

Professional Personnel

	Hours	Rate	Amount	
Civil Engineer IV				
Hollen, Daniel	42.00	128.00	5,376.00	
Civil Engineer IX				
Ballou, Kristen	4.00	193.00	772.00	
Buisman, Keith	18.00	193.00	3,474.00	
Totals	64.00		9,622.00	
Total Labor				9,622.00
			Total this Task	\$9,622.00

Task 455 30% Plans - Strand/Cowlitz sub M/R

Consultants

Direct Cost Subconsultants			4,748.75	
Total Consultants	1.05 times	4,748.75		4,986.19
			Total this Task	\$4,986.19

Task 458 30% Plans - Strand/Cowlitz sub DKS

Consultants

Traffic Consultants			2,350.48	
Total Consultants	1.05 times	2,350.48		2,468.00
			Total this Task	\$2,468.00
			Total this Phase	\$17,076.19

Phase 510 90% and Final PS&E

Task 510 90% and Final PS&E CIVIL

Professional Personnel

	Hours	Rate	Amount	
Civil Engineer IV				
Hollen, Daniel	66.25	128.00	8,480.00	
Civil Engineer IX				
Buisman, Keith	36.75	193.00	7,092.75	
Engineering Designer III				
Sanghani, Rasik	8.50	98.00	833.00	
Tiffany, Roger	10.00	98.00	980.00	
Engineering Designer IV				
Sibert, Hailey	39.50	112.00	4,424.00	
Engineering Technician IV				
Bornsheuer, Jeff	68.25	101.00	6,893.25	

Project	019823.000	City of St. Helens - 1st and Strand Sts.	Invoice	000112100393
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Studio Leader				
Ewoldt, Steven	3.50	203.00	710.50	
Totals	232.75		29,413.50	
Total Labor				29,413.50
		Total this Task		\$29,413.50

Task	515	90% and Final PS&E sub M/R		
Consultants				
Direct Cost Subconsultants			1,959.50	
Total Consultants		1.05 times	1,959.50	2,057.48
		Total this Task		\$2,057.48

Task	519	90% and Final PS&E sub GRE		
Consultants				
Direct Cost Subconsultants			2,924.64	
Total Consultants		1.0 times	2,924.64	2,924.64
		Total this Task		\$2,924.64
		Total this Phase		\$34,395.62

Phase	520	Stormwater Mgmt Design and Report		
Task	521	Stormwater Mgmt Design and Report WNR		
Professional Personnel				
		Hours	Rate	Amount
Civil Engineer VI				
Horton, Rose	4.25	149.00	633.25	
Civil Engineer VII				
Horton, Rose	1.75	157.00	274.75	
Engineering Designer III				
Tiffany, Roger	36.25	98.00	3,552.50	
Totals	42.25		4,460.50	
Total Labor				4,460.50
		Total this Task		\$4,460.50
		Total this Phase		\$4,460.50

Phase	530	Lift Station Design Documents		
Task	530	Lift Station Design Documents CIVIL		

Project	019823.000	City of St. Helens - 1st and Strand Sts.	Invoice	000112100393
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Professional Personnel

	Hours	Rate	Amount
Project Manager - Design			
Salvey, Daniel	1.00	135.00	135.00
Totals	1.00		135.00
Total Labor			135.00
Total this Task			\$135.00

Task 539 Lift Station Design Documents sub GRE

Consultants

Direct Cost Subconsultants		887.30	
Total Consultants	1.0 times	887.30	887.30
Total this Task			\$887.30
Total this Phase			\$1,022.30

Phase 900 Direct Expenses

Task 917 Direct Expenses sub LWE

Consultants

Direct Cost Subconsultants		50.96	
Total Consultants	1.05 times	50.96	53.51
Total this Task			\$53.51
Total this Phase			\$53.51
Total this Invoice			\$79,476.84

Invoice Summary

Description	Contract Amount	Prior Billed	Current Billed	Total Billed	Remaining
Project Management and Admin	55,262.00	20,349.25	2,323.75	22,673.00	32,589.00
Project Coord, Mtgs, Schedule	33,535.00	18,334.00	2,265.25	20,599.25	12,935.75
Topographic Survey	74,787.20	71,427.86	2,472.00	73,899.86	887.34
Geotechnical	22,049.50	21,806.39	0.00	21,806.39	243.11
Environmental Investigation	21,023.10	13,711.71	0.00	13,711.71	7,311.39
Planning Code-Zoning Requiremnts	2,652.75	2,527.50	0.00	2,527.50	125.25
Alignment Alternatives	53,333.15	53,703.26	0.00	53,703.26	-370.11
Concept Development Plan	29,942.00	29,060.28	99.83	29,160.11	781.89
Scoring Criteria / Worksession	16,213.75	9,777.00	0.00	9,777.00	6,436.75
30% Roll-map Plans	172,464.00	151,350.02	12,194.64	163,544.66	8,919.34
Stormwater Management	17,370.00	15,097.25	2,226.00	17,323.25	46.75
Lift Station Relocation Analysis	18,732.00	13,241.32	614.25	13,855.57	4,876.43

Project	019823.000	City of St. Helens - 1st and Strand Sts.			Invoice	000112100393
30% Cost Est/Construct Review	14,283.65	12,867.76	273.00	13,140.76	1,142.89	
30% Plans - Strand/Cowlitz	52,720.50	14,549.39	17,076.19	31,625.58	21,094.92	
90% and Final PS&E	465,131.60	32,986.78	34,395.62	67,382.40	397,749.20	
Stormwater Mgmt Design and Report	30,428.00	7,314.00	4,460.50	11,774.50	18,653.50	
Lift Station Design Documents	48,177.25	3,851.60	1,022.30	4,873.90	43,303.35	
Lift Station - DEQ	10,450.65	0.00	0.00	0.00	10,450.65	
1200-C Erosion Control - DEQ	12,082.70	0.00	0.00	0.00	12,082.70	
Grading Permit - City	7,940.00	0.00	0.00	0.00	7,940.00	
Building Permit - City	3,500.70	0.00	0.00	0.00	3,500.70	
Direct Expenses	110,211.70	43,826.14	53.51	43,879.65	66,332.05	
Total	1,272,291.20	535,781.51	79,476.84	615,258.35	657,032.85	

**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

November 9, 2021
 Project No: 21058-000
 Invoice No: 0079180

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 October 1, 2021 Through October 31, 2021

Phase 002 4.1 Development of 40% Roll-map Plans

Task 003 4.1.3 Lighting Design

Professional Personnel

	Hours	Rate	Amount	
Grade 11				
Drake, Kiara	.25	105.00	26.25	
Ralis-Zazueta, Maria	1.00	105.00	105.00	
Grade 15				
Shelton, Jacob	19.75	125.00	2,468.75	
Grade 16				
Anganis, George	11.50	130.00	1,495.00	
Grade 21				
Vadaei, Sina	2.00	155.00	310.00	
Grade 30				
Boice, Steven	2.50	200.00	500.00	
Tech T				
Norwood, Eva	2.00	130.00	260.00	
Totals	39.00		5,165.00	
Total Labor				5,165.00
				Total this Task \$5,165.00

Task 004 4.1.4 Signing & Striping Design

Professional Personnel

	Hours	Rate	Amount
Grade 11			
Drake, Kiara	1.25	105.00	131.25
Ralis-Zazueta, Maria	.75	105.00	78.75
Grade 15			
Shelton, Jacob	8.00	125.00	1,000.00
Grade 16			
Anganis, George	8.50	130.00	1,105.00
Grade 21			
Vadaei, Sina	3.00	155.00	465.00
Grade 30			
Boice, Steven	2.50	200.00	500.00

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

Project	21058-000	St Helens 1st and Strand Streets	Invoice	0079180
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Tech J

Iranshad, Jordan

3.75

80.00

300.00

Totals

27.75

3,580.00

Total Labor**3,580.00****Total this Task****\$3,580.00****Total this Phase****\$8,745.00**

Phase	003	4.4 30% Cost Estimate/Constructability Review
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Professional Personnel

Grade 16

Anganis, George

Hours**Rate****Amount**

2.00

130.00

260.00

Totals

2.00

260.00

Total Labor**260.00****Total this Phase****\$260.00****Billing Limits****Current****Prior****To-Date**

Total Billings

9,005.00

43,455.00

52,460.00

Limit

107,411.00

Remaining

54,951.00

Total this Invoice**\$9,005.00****Outstanding Invoices****Number****Date****Balance**

0078679

9/15/2021

9,450.00

0078904

10/14/2021

2,497.50

Total**11,947.50**

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 #: 0079180

Period: 10/1/21 through 10/31/21

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	\$ -	\$ 4,280.00	\$ 4,280.00	\$ 30.00	100%	99%
4.1 Development of 40% Roll-map Plans	\$ 42,435.00	\$ 8,745.00	\$ 37,842.50	\$ 46,587.50	\$ (4,152.50)	100%	110%
4.4 30% Cost Estimate/Constructability Review	\$ 1,610.00	\$ 260.00	\$ 1,332.50	\$ 1,592.50	\$ 17.50	100%	99%
5.1 90% and Final PS&E	\$ 50,720.00	\$ -	\$ -	\$ -	\$ 50,720.00	0%	0%
Direct Expenses	\$ 1,746.00	\$ -	\$ -	\$ -	\$ 1,746.00	0%	0%
4.5 30% Cowlitz Ext-Illumination	\$ 6,590.00	\$ -	\$ -	\$ -	\$ 6,590.00	0%	0%
PROJECT TOTAL:	\$107,411.00	\$9,005.00	\$43,455.00	\$52,460.00	\$54,951.00	47%	49%

Authorized Budget: \$ 107,411.00
 Authorized Amount Remaining: \$ 54,951.00

Amount This Invoice: \$ 9,005.00
 Amount Previously Invoiced: \$ 43,455.00
 Total Billed to Date: \$ 52,460.00

Activity This Period	
Task 4:	Prepare lighting analysis for Cowlitz extension, Prepare 40% lighting, signing, and striping plans for Cowlitz extension. Prepare cost estimate

**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

October 14, 2021
 Project No: 21058-000
 Invoice No: 0078904

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 September 1, 2021 Through September 30, 2021

Phase 002 4.1 Development of 40% Roll-map Plans

Task 001 4.1.1 Lighting Analysis & Memo

Professional Personnel

	Hours	Rate	Amount	
Grade 30				
Boice, Steven	.50	200.00	100.00	
Totals	.50		100.00	
Total Labor				100.00
		Total this Task		\$100.00

Task 003 4.1.3 Lighting Design

Professional Personnel

	Hours	Rate	Amount	
Grade 15				
Shelton, Jacob	2.50	125.00	312.50	
Grade 16				
Anganis, George	1.50	130.00	195.00	
Grade 21				
Vadaei, Sina	4.00	155.00	620.00	
Grade 30				
Boice, Steven	1.50	200.00	300.00	
Grade 40				
Copeland, Brian	.50	250.00	125.00	
Tech T				
Norwood, Eva	1.00	130.00	130.00	
Totals	11.00		1,682.50	
Total Labor				1,682.50
		Total this Task		\$1,682.50

Task 004 4.1.4 Signing & Striping Design

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

Project	21058-000	St Helens 1st and Strand Streets	Invoice	0078904
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Professional Personnel

	Hours	Rate	Amount	
Grade 16				
Anganis, George	5.50	130.00	715.00	
Totals	5.50		715.00	
Total Labor				715.00
		Total this Task		\$715.00
		Total this Phase		\$2,497.50

Billing Limits

	Current	Prior	To-Date	
Total Billings	2,497.50	40,957.50	43,455.00	
Limit			91,751.00	
Remaining			48,296.00	
		Total this Invoice		<u>\$2,497.50</u>

Outstanding Invoices

Number	Date	Balance
0078310	8/12/2021	23,810.00
0078679	9/15/2021	9,450.00
Total		33,260.00

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 #: 0078904

Period: 9/1/21 through 9/30/21

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	\$ -	\$ 4,280.00	\$ 4,280.00	\$ 30.00	100%	99%
4.1 Development of 40% Roll-map Plans	\$ 42,435.00	\$ 2,497.50	\$ 35,345.00	\$ 37,842.50	\$ 4,592.50	100%	89%
4.4 30% Cost Estimate/Constructability Review	\$ 1,610.00	\$ -	\$ 1,332.50	\$ 1,332.50	\$ 277.50	100%	83%
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	\$2,497.50	\$40,957.50	\$43,455.00	\$48,296.00	47%	47%

Authorized Budget: \$ 91,751.00
 Authorized Amount Remaining: \$ 48,296.00

Amount This Invoice: \$ 2,497.50
 Amount Previously Invoiced: \$ 40,957.50
 Total Billed to Date: \$ 43,455.00

Activity This Period	
Task 4:	Attendance at comment review meeting, discuss alternative options for project phasing and constructability, prepare scope of services for Cowlitz extension, revise 40% plans to account for changes in project limits



"Providing the freedom to act and change"

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

INVOICE

Project: St Helens 1st/Strand Street (P-525 PSA)
Client Project Number: 019823.000
Leeway Project Number: 134.21
Invoice Number: 419
Project Invoice: 5
Invoice Date: 10/7/2021

Mr Mike Peebles, PE
OTAK, Inc.
808 SW Third Avenue
Portland, OR 97204-2426

Invoice for activity between 8/28/2021 through 10/1/2021

Leeway Project Manager: Robert Lee

rob.lee@leewayengineeringsolutions.com

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

Labor	\$3,248.00
Subconsultants and Other Expenses	\$3,862.90
Invoice Total	\$7,110.90

Summary of Account

Previous Balance	\$45,064.34	Invoiced to Date	\$60,676.27
Payments Since Last Invoice	\$0.00	Payments to Date	\$8,501.03
Balance Forward	\$45,064.34	Total Balance Due*	\$52,175.24
		Total Project Budget	\$233,214.00
		Remaining Budget	\$172,537.73

* Note that the total balance due does not reflect payments received after invoice date.

Please remit to Leeway Engineering Solutions LLC
12597 NW Majestic Sequoia Way Portland, Oregon 97229



LEEWAY

engineering solutions

"Providing the freedom to act and change"

Leeway Engineering Solutions LLC

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

INVOICE

Project: St Helens 1st/Strand Street (P-525 PSA)
Client Project Number: 019823.000
Leeway Project Number: 134.21
Invoice Number: 419
Project Invoice: 5
Invoice Date: 10/7/2021

Billing Support Schedule

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

Subtask 4.1 Development of 30% Roll-Map Plans

Labor

Staff	Role	Rate	Hours	Cost
Lul Kidane	Staff Engineer	\$109.00	0.5	\$54.50
Robert Lee	Principal Engineer	\$234.00	10	\$2,340.00
Yarrow Murphy	Senior Engineer	\$179.00	1.5	\$268.50
Labor Subtotal			12	\$2,663.00

Subconsultants and Other Expenses

Description	Unit Cost	Quantity	Unit	Cost
Mileage for Site Visit (R. Lee, 9/22/21)	\$0.56	91	miles	\$50.96

Subconsultants and Expenses Subtotal \$50.96

Subtask 4.1 Subtotal \$2,713.96

Subtask 4.3 Lift Station Relocation Analysis

Labor

Staff	Role	Rate	Hours	Cost
Robert Lee	Principal Engineer	\$234.00	2.5	\$585.00
Labor Subtotal			2.5	\$585.00

Subtask 4.3 Subtotal \$585.00

Task 4 Subtotal \$3,298.96



"Providing the freedom to act and change"

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

INVOICE

Project: St Helens 1st/Strand Street (P-525 PSA)
Client Project Number: 019823.000
Leeway Project Number: 134.21
Invoice Number: 419
Project Invoice: 5
Invoice Date: 10/7/2021

Billing Support Schedule

Task 5 - Road and Utility Extensions: Final Design (90% and Final PS&E)

Subtask 5.1 90% and Final PS&E

Subconsultants and Other Expenses

Description	Unit Cost	Quantity	Unit	Cost
Grayling Inv#365 work in Sept - 90% Final PS&E	\$2,785.37	1.05	multiplier	\$2,924.64
Subconsultants and Expenses Subtotal				\$2,924.64
Subtask 5.1 Subtotal				\$2,924.64

Subtask 5.3 Lift Station Design Documents

Subconsultants and Other Expenses

Description	Unit Cost	Quantity	Unit	Cost
Grayling Inv#365 work in Sept - 90% Final PS&E	\$845.05	1.05	multiplier	\$887.30
Subconsultants and Expenses Subtotal				\$887.30
Subtask 5.3 Subtotal				\$887.30
Task 5 Subtotal				\$3,811.94

Invoice Total Labor Hours	14.5
Invoice Labor Total	\$3,248.00
Invoice Expenses Total	\$3,862.90
Invoice Total	\$7,110.90

LEEWAY EMPLOYEE EXPENSES

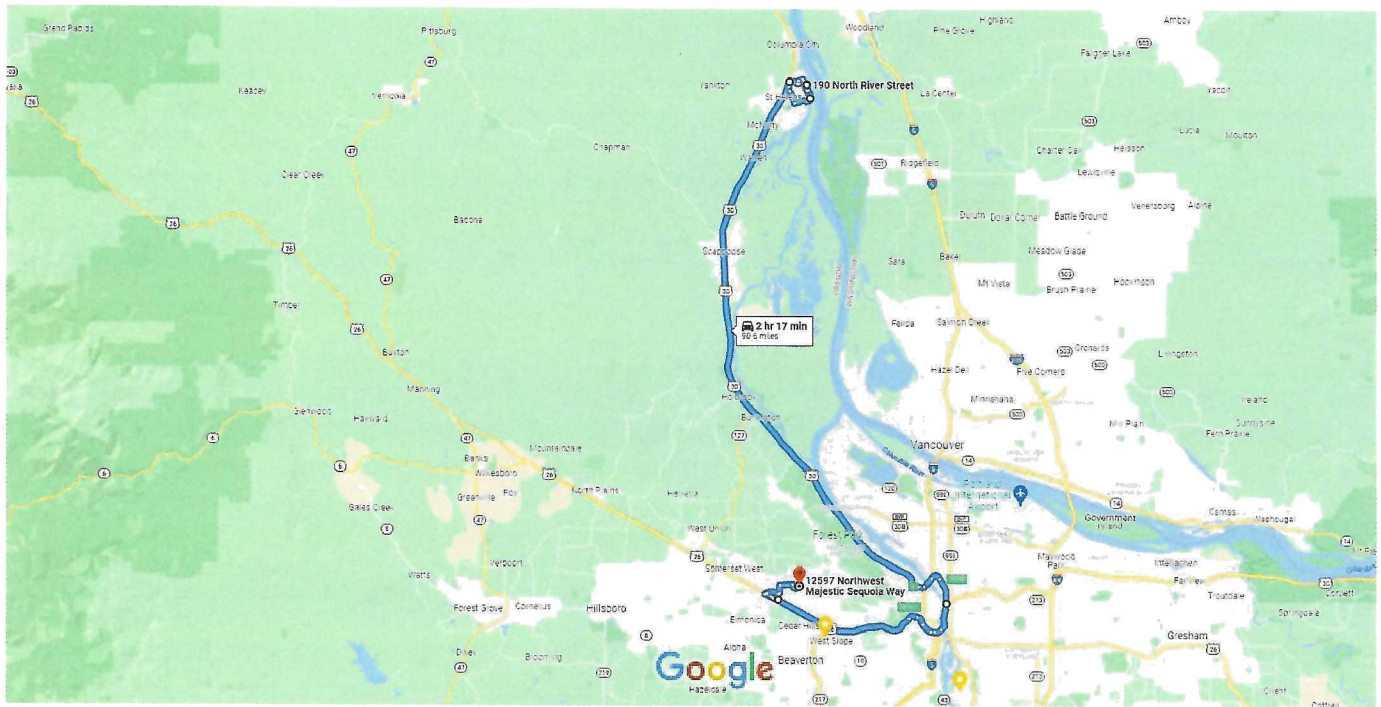
Employee Name: Robert Lee
 Pay Period: September 25, 2021 to October 08, 2021

ID	Project	Phase	Phase Description	Project Title	Date	Reimbursement Requested ¹	Expense Description ²	Quantity /Markup	Unit	Unit Cost ³	Total Cost	Receipt (link or attach to pdf)
2	####	3	Alignment Alternatives	St Helens 1st/Strand Street (P-525 PSA)	9/22/2021	Yes	Site Visit to St. Helens	91.00	miles	\$ 0.56	\$ 50.96	
3											\$ -	
4											\$ -	
5											\$ -	
6											\$ -	
7											\$ -	
8											\$ -	
9											\$ -	
10											\$ -	
11											\$ -	
12											\$ -	
13											\$ -	
14											\$ -	
15											\$ -	
Total Expenses for PP											\$ 74.48	
Total Reimbursement Request											\$ 74.48	
Total Project Expenses											\$ 50.96	



12597 NW Majestic Sequoia Way to 12597 NW
Majestic Sequoia Way

Drive 90.6 miles, 2 hr 17 min



Map data ©2021 Google 2 mi



via US-30 W

2 hr 17 min

2 hr 17 min without traffic

90.6 miles

⚠ This route has restricted usage or private roads.

Explore 12597 NW Majestic Sequoia Way

Restaurants Hotels Gas stations Parking Lots More

Grayling Engineers

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



INVOICE

BILL TO

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

INVOICE # 365**DATE** 09/30/2021**DUE DATE** 10/30/2021**TERMS** Net 30

CATEGORY	DESCRIPTION	QTY	RATE	AMOUNT
Service	5.1 90% and Final PS&E, Senior Engineer	2	204.76	409.52
Service	5.1 90% and Final PS&E, Design Engineer III	1.40	151.43	212.00
Service	5.1 90% and Final PS&E, Design Engineer I	0.20	104.76	20.95
Service	5.1 90% and Final PS&E, CAD / GIS	22.50	95.24	2,142.90
Service	5.3 90% and Final PS&E, Senior Engineer	2.50	204.76	511.90
Service	5.3 Lift Station Design Documents, Design Engineer III	2.20	151.43	333.15

1st and Strand Streets, Road and Utility Extensions

BALANCE DUE**\$3,630.42**

Mayer/Reed319 SW Washington Street, Suite 820
Portland, Oregon 97204**I N V O I C E**OTAK
808 SW Third Avenue, Suite 300
Portland, OR 97204

INVOICE NUMBER: 13083
INVOICE DATE: 10/31/2021
PROJECT: SHS-21014 City of St. Helens - 1st and Strand Street
Professional services through 10/25/2021

	HOURS/ UNITS	RATE	BILLED
Task 4 Preliminary Design			
Landscape Architect	16.50	\$106.00	\$1,749.00
Principal	2.50	\$210.00	\$525.00
Subtotal:			\$2,274.00
Task 5 Final Design			
Landscape Architect	5.75	\$106.00	\$609.50
Landscape Designer	15.00	\$90.00	\$1,350.00
Subtotal:			\$1,959.50
Task 4 Road & Utility Ext - PD 30%			
Principal	1.00	\$210.00	\$210.00
Principal	1.25	\$210.00	\$262.50
Landscape Designer	21.00	\$90.00	\$1,890.00
Project Manager	20.75	\$115.00	\$2,386.25
Subtotal:			\$4,748.75
TOTAL THIS INVOICE:			\$8,982.25

MAXIMUM FEE:	AMOUNT BILLED TO DATE:
\$138,415.00	\$60,743.00



APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: **City of Saint Helens**
 Address 264 Strand Street, St. Helens, OR 97051
 FROM CONTRACTOR: **Edge Development**
 2233 NW 23rd Ave., Suite 100, Portland, OR 97210
 PROJECT: **Campbell Park**
 Address 150 McMichael Street

C/O	Brief Description	Date	Amount
1	CO #01: Fencing around Tennis and Pickelball courts	1/0/1900	104,580.00
2	CO #02:	1/0/1900	-
3	CO #03:	1/0/1900	-
4	CO #04:	1/0/1900	-
5	CO #05:	1/0/1900	-
6	CO #06:		
7	CO #07:		
8	CO #08:		
9	CO #09:		
10	CO #10:		
11	CO #11:		
12	CO #12:		
Total			\$104,580.00
Net			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Edge Development

By: Dave Didier Date: 12-03-2021
 Dave Didier, Dir. Of Construction

AIA G702

Continuation Sheet, G703, is attached.

APPLICATION NO.: 3
 FOR THE PERIOD ENDING: 11/30/2021

CONTRACT DATE: 6/17/2021

Distribution to:

☐ OWNER☒ CONTRACTOR

1. ORIGINAL CONTRACT SUM.....	\$ 291,535.00
2. Net change by CHANGE ORDERS.....	\$ 104,580.00
3. Contingency.....	\$ 20,121.00
CONTRACT SUM TO DATE (Line 1 + 2).....	\$ 416,236.00
4. TOTAL COMPLETED AND STORE TO DATE.....	\$ 358,917.66
5. RETAINAGE.....	\$ 17,612.40
6. TOTAL EARNED LESS RETAINAGE.....	\$ 341,305.26
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT....	\$ 221,609.54
8. CURRENT PAYMENT DUE.....	\$ 137,308.13
8a. CURRENT RETAINAGE.....	\$ 6,831.25
8b. CURRENT PAYMENT DUE LESS RETAINAGE.....	\$ 130,476.88
9. BALANCE TO FINISH, INCLUDING RETAINAGE.....	\$ 74,930.74

APPROVED FOR PAYMENT

INIT DATE
 ACCOUNTS PAYABLE
 FINANCE
 SUPERVISOR 12/7/2021

704-000-53027

CONTINUATION SHEET

AIA G703

Exhibit D



Project: Campbell Park

APPLICATION NO: 3

APPLICATION DATE: 12/1/2021

PERIOD TO: 11/30/2021

BUILDING AREA:

A ITEM NO.	B DESCRIPTION OF WORK Campbell Park APP# 3	C SCHEDULED VALUE REVISED (AUTO CALC)	D	E	F	G		H	I
			WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE TO DATE (G x K)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
01 General Conditions									
01.100	01 General Conditions	\$ 4,751	4,376.00	375.00		4,751.00	100%	-	237.55
01.120	BOND/LIABILITY INSURANCE	\$ 4,884	4,884.00			4,884.00	100%	-	-
Sub Section TOTAL:		9,635.00	9,260.00	375.00	-	9,635.00		-	237.55
01 General Conditions (Services)									
01.711	PROJECT MANAGEMENT	\$ 6,375	5,375.00	1,000.00		6,375.00	100%	-	318.75
01.712	ON-SITE SUPERVISION	\$ 9,946	7,750.00	1,000.00		8,750.00	88%	1,196.00	437.50
01.713	OFFICE SUPPORT	\$ 1,913	1,413.00	250.00		1,663.00	87%	250.00	83.15
Sub Section TOTAL:		18,234.00	14,538.00	2,250.00		16,788.00		1,446.00	839.40
02 Sitework									
02.100	02 Sitework	\$ 48,050.00	48,050.00			48,050.00	100%	-	2,402.50
02.200	COURT SURFACE	\$ 118,747.00		73,370.00		73,370.00	62%	45,377.00	3,668.50
02.300	FENCING AND GATES	\$ 104,580.00	43,950.00	60,630.00		104,580.00	100%	-	5,229.00
SECTION TOTAL:		271,377.00	92,000.00	134,000.00	-	226,000.00		45,377.00	11,300.00
03 Concrete									
03.100	03 Concrete	104,709.00	104,709.00			104,709.00	100%	-	5,235.45
	SECTION TOTAL:	104,709.00	104,709.00	-	-	104,709.00		-	5,235.45
SECTION TOTAL:		-		-	-	-		-	-
CONSTRUCTION SUB-TOTAL:			403,955.00	220,507.00	136,625.00	-	357,132.00	88%	46,823.00
00.170	GC OVERHEAD:	\$ -				-	0%	-	-
990.000	CAT TAX @ .50%	2,019.78	1,102.54	683.13	-	1,785.66		234.12	
CONSTRUCTION TOTAL (CARRY TO G702) :		405,974.78	221,609.54	137,308.13	-	358,917.66	88%	47,057.12	17,612.40
00.000	CONTINGENCY: Available to Move to Item Codes Above	12,281.00	-			-	0%	12,281.00	
CONSTRUCTION TOTAL		418,255.78	221,609.54	137,308.13	-	358,917.66	86%	59,338.11	

APPOINTMENTS TO ST. HELENS CITY BOARDS AND COMMISSIONS

Item #14.

City Council Meeting ~ December 15, 2021

Pending applications received:

<u>Name</u>	<u>Interest</u>	<u>Date Application</u>	<u>Referred by Email</u>
		<u>Received</u>	<u>To Committee(s)</u>
• Joshua Hughes	Arts & Cultural Commission	7/30/19	8/4/19
• Andrea Luttrell	Arts & Cultural Commission	9/27/19	9/30/19
• Chris Warr-King	Arts Comm. & Planning Comm.	2/18/20	2/18/20
• Dana Lathrope	Arts, Parks & Trails, Planning	2/18/20	2/18/20
• Virginia Carlson	Budget Comm. & Parks & Trails	12/31/20	3/4/21
• Jeff Grundy	Budget, Library, Parks & Trails	2/19/21	3/4/21
• Shannon Mullican	Budget, Parks & Trails, Planning	3/11/21	3/12/21
• Scott Jacobson	Arts, Budget, Library, Parks, Planning	10/22/21	10/25/21
• Steve Toschi	Planning Commission	11/15/21	11/16/21
• Lew Mason	Budget Committee	11/30/21	12/1/21

Arts & Cultural Commission (3-year terms)

- Maggie Clayton resigned. Her term expires 9/30/2021.
- Patrick Nicholson resigned. His term expires 9/30/2022.
- Kimberly O'Hanlon resigned. Her term expires 9/30/2021.
- Leticia Juarez-Sisson resigned. Her term expired 9/30/2020.
- Jenna Reineking's term expired 9/30/2020.

Status: Currently, the Commission is on hiatus.

Next Meeting: TBD

Recommendation: None at this time.

Budget Committee (3-year terms)

- Bill Eagle's term expires 12/31/2021 and he would like to be reappointed.

Status: We sent out a press release and published a display ad to solicit interest in being on the Committee. The deadline to apply was December 3, 2021.

Next Meeting: TBD

Recommendation: Applicant interviews will be held December 13. Recommendation to follow at the 12/15 Regular Session.

Library Board (4-year terms)

- Marjorie Stanko resigned. Her term expires 6/30/2023.

Status: Currently, there is one vacancy.

Next Meeting: December 13, 2021

Recommendation: None at this time.

Planning Commission (4-year terms)

- Shana Cavanaugh was removed from the Planning Commission. Her term expires 12/31/2024

Status: None.

Next Meeting: December 14, 2021

Recommendation: Applicant interviews were held December 8. The Planning Commission meets on December 14 and a recommendation to the Council will follow at the 12/15 Regular Session.

City of St. Helens
RESOLUTION NO. 1648

**A RESOLUTION ESTABLISHING GUIDELINES FOR THE APPOINTMENT
OF ST. HELENS BOARD, COMMITTEE AND COMMISSION MEMBERS,
SUPERSEDING RESOLUTION NO. 1521**

WHEREAS, the City Council wished to establish the same guidelines for recruitment, interviews and appointments for all City boards, committees and commissions, and adopted Resolution No. 1521 on August 12, 2009; and

WHEREAS, Resolution No. 1521 established general recruitment, selection and appointment guidelines for appointments to the City of St. Helens boards, committees and commissions; and

WHEREAS, the Council wishes to update the guidelines adopted in Resolution No. 1521 to better meet the needs of the City.

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

1. The City Recorder shall send a press release to the local newspaper of record announcing all board, committee and commission vacancies as they become available. A "vacancy" is defined as an unoccupied position, resulting from a voluntary resignation or involuntary termination. A member whose term expired does not create a vacancy, unless that member is resigning at the end of his/her term or the majority of the board, committee or commission wishes to terminate said member.
2. Any individual or group is encouraged to submit names for consideration to the City.
3. All new applicants shall submit a written application to the City Recorder's Office.
4. Members wishing to continue their appointment for another term will inform the City Recorder but need not submit a new application. If a member has served two consecutive full terms, a press release shall be sent to the local newspaper of record, each subsequent term expiration thereafter, to solicit new applications for that position. The incumbent may be reappointed at the discretion of the interview panel and City board, committee or commission. If an individual has been off a City board, committee or commission for a year or more, they must complete a new application.
5. The recruitment period to the board, committee or commission shall be for a finite period. At the end of the advertising period, the Council liaison shall determine if the pool of candidates is sufficient to continue with the selection process or may continue the recruitment period for a set or unlimited period until it is determined there is a sufficient pool of candidates.
6. The Council liaison to the board, committee or commission shall be responsible to assemble an interview committee. The interview committee shall be responsible to make recommendations via the Council liaison to the Mayor and City Council.
7. Appointments must comply with any ordinances, bylaws, Charter provisions, or state or federal laws concerning the board, committee or commission. In the event of any inconsistency between these policies and a chapter relating to a specific board, committee or commission, the specific chapter shall control.
8. In order to become more familiar with each applicant's qualifications, the interview committee may interview all or a shortlist of applicants for a position. The number of applicants to be interviewed is at the interview committee's discretion. The interview committee also has the discretion to reject

all applications in favor of re-advertising if no applicants are found to be suitable for the board, committee or commission.

9. Reappointments to a City board, committee or commission shall be considered in accordance with the guidelines listed in this section, together with the type of service the individual has already given to the board, committee or commission and his/her stated willingness to continue.
10. Consideration should be given to residents outside the City when the board, committee or commission or function serves residents outside City boundaries.
11. Board, committee or commission members shall not participate in any proceeding or action in which there may be a direct or substantial financial interest to the member, the member's relative or a business with which the member or a relative is associated, including any business in which the member is serving on their board or has served within the previous two years; or any business with which the member is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential conflict of interest shall be disclosed at the meeting where the action is being taken.
12. Board, committee or commission vacancies are filled by appointment of the Mayor with the consent of Council. Board, committee or commission members shall serve without compensation except the Planning Commission that may receive a monthly stipend at the discretion of the City Council.
13. Individuals appointed to one City board, committee or commission shall not serve on any other City board, committee or commission during the term of their appointment; provided, that the Council may waive this limitation if it is in the public interest to do so.

PASSED AND ADOPTED by the City Council on this 18th day of December, 2013, by the following vote:

Ayes: Locke, Carlson, Conn, Morten, Peterson

Nays: None

/s/ Randy Peterson

Randy Peterson, Mayor

ATTEST:

/s/ Kathy Payne

Kathy Payne, City Recorder

**STATE OF OREGON
DEPARTMENT OF STATE LANDS**

**AMENDED AND RESTATED
SUBMERGED AND SUBMERSIBLE LAND LEASE AGREEMENT**

10474-ML

THIS AMENDED AND RESTATED SUBMERGED AND SUBMERSIBLE LAND LEASE AGREEMENT (this "Agreement") is entered into effective as of this ____ day of ____, ____ (the "Effective Date"), by and between the State of Oregon, by and through its Department of State Lands ("State"), and the City of St Helens, a Municipal Corporation ("Lessee"). State and Lessee are each a "Party" and together the "Parties."

This Agreement is an amendment to and restatement of that certain Submerged and Submersible Land Lease 10474-ML, dated September 26, 2016, by and between State and Lessee.

1. PREMISES

On the terms and conditions set forth in this Agreement, State hereby leases to Lessee certain lands situated in Columbia County (the "Premises"), more fully described as follows and as shown on Exhibit A:

Parcel 1

All state-owned submerged and submersible lands in the Columbia River in Section 3, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at a point on the Intersection of the Northerly line of Tax Lot 100, (Columbia County Assessor's Map No. 4-1-3) and the line of Ordinary Low Water on the West bank of the Columbia River;

thence riverward along the line perpendicular to the thread of the stream of distance of 300 feet;

thence upstream and 300 feet parallel to said line of Ordinary Low Water of distance of 1,800 feet;

thence shoreward along a line perpendicular to the thread of the stream of distance of 300 feet to the line of Ordinary Low Water;

thence downstream along said line of Ordinary Low Water a distance of 1,800 feet, more or less, to the POINT OF BEGINNING;

Encompassing 540,000 square feet or 12.40 acres, more or less, and as shown on the attached Exhibit A – Parcel 1

Parcel 2

All state-owned submerged and submersible lands in the Columbia River and Multnomah Channel in Section 3, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at a point on the line of Ordinary Low Water on the West bank of the Columbia River at the Southwest corner of Parcel 1;

thence, riverward along the line perpendicular to the thread of the stream, a distance of 200 feet;

thence, upstream and 200 feet parallel to said line of Ordinary Low Water a distance of 2,550 feet, more or less, to the Intersection of the Southerly line of Tax Lot 500, (Columbia County Assessor's Map No. 4-1-3) and the line of Ordinary Low Water on the West bank of the Multnomah Channel;

thence, shoreward along a line perpendicular to the thread of the stream, a distance of 200 feet to said line of Ordinary Low Water,

thence, downstream along said line of Ordinary Low Water a distance of 2,550 feet, more or less, to the POINT OF BEGINNING;

Encompassing 510,000 square feet or 11.71 acres, more or less, and as shown on the attached Exhibit A – Parcel 2

Parcel 3

All state-owned submerged and submersible lands in the Columbia River and Multnomah Channel in Section 3, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at a point on the line of Ordinary Low Water on the West bank of the Columbia River on the Northwest corner of Parcel 1;

thence Southerly along the line of Ordinary Low Water 2,475 feet, more-or-less, to the Northerly bank of Frogmore Slough and the true point of beginning of the parcel described herein;

thence, Westerly, along said Northerly bank a distance of 450 feet, more or less, to the Easterly edge of a rock fill;

thence, Southerly along said rock fill, a distance of 325 feet, more or less, to the Southerly bank of said Frogmore Slough;

thence, along the Southerly bank as follows, Northerly, a distance of 100 feet, more or less;

thence, Easterly, a distance of 150 feet, more or less;

thence, Southeasterly, a distance of 150 feet, more or less, to the Westerly line of Parcel 2;

thence, Northerly, along said Westerly line 400 feet, more or less, to the true POINT OF BEGINNING;

Encompassing 73,000 square feet or 1.68 acres, more or less, and as shown on the attached Exhibit A – Parcel 3

Parcel 4

All state-owned submerged and submersible lands in the Northwest Quarter of Section 10, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at the point of Intersection of the North line of Tax Lot 100 (Columbia County Assessor's Map No. 4 -1 -3) and the Ordinary Low Water Line of the West bank of the Columbia River;

thence Southerly along said Low Water Line 1,800 feet, more or less, to the Southwest corner of Parcel 2 and the true Point of Beginning of the parcel herein described;

thence Easterly, perpendicular to the thread of the stream, a distance of 200 feet;

thence Southerly, upstream, parallel to and 200 feet Easterly of the Low Water Line, a distance of 2,000 feet, more or less to the Northerly end of Parcel 5 below;

thence Westerly, perpendicular to the thread of the stream, a distance of 200 feet to said Low Water Line;

thence Northerly, along said Low Water Line a distance of 2,000 feet, more or less, to the POINT OF BEGINNING;

Encompassing 400,000 square feet or 9.18 acres, more or less, and as shown on the attached Exhibit A – Parcel 4

Parcel 5

All state -owned submerged and submersible lands in the Northwest Quarter of Section 10, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at the Southwest corner of Parcel 1 above; [approximately located at a point described as Latitude 45.846667 degrees North, Longitude 122.800833 degrees West];

thence Southerly along the Ordinary High Water Line of the West bank of the Columbia River to the point where Latitude 45.844806 degrees North intersects with the Ordinary High Water line [approximately described as Latitude 45.844806 degrees North, Longitude 122.802214 degrees West];

thence Southeasterly, upstream, in a straight line to a point described as Latitude 45.844546 degrees North, Longitude 122.802175 degrees West;

thence Northeasterly, downstream, in a straight line to a point described as Latitude 45.844636 degrees North, Longitude 122.801720 degrees West;

thence Northerly, downstream, in a straight line to the point where the Southerly boundary of Parcel 4 above intersects with Longitude 122.800330 degrees West [a point approximately described as Latitude 45.846543 degrees North, Longitude 122.800330 degrees West];

thence Westerly, along said Southern boundary to the POINT OF BEGINNING;

Encompassing 100,000 square feet or 2.30 acres, more or less, and as shown on the attached Exhibit A – Parcel 5

Parcel 6

All state-owned submerged and submersible lands in the Multnomah Channel in Section 10, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at a point which is at the intersection of the Southwesterly line of the St. Helen Pulp and Paper Company tract as described in Deed Book 113, Page 524, records of Columbia County, Oregon with the Southerly right of way line of the Burlington Northern Railroad, said point being South 19°40'40" West 2226.00 feet and South 21°09'00" West 1421.00 feet and South 68°51' East 750.00 feet, more or less, from the Southwest corner of Block 70, St. Helens, as per plat on file and of record in the Clerk's Office of Columbia County, Oregon;

thence South 70°22'32" East 525.83 feet to the true POINT OF BEGINNING of the following described tract;

thence North 35°51 '00" East a distance of 98.00 feet;

thence South 54°09'00" East a distance of 72.00 feet;

thence South 35°51 '00" West a distance of 98.00 feet;

thence North 54°09'00" West a distance of 72.00 feet to the true POINT OF BEGINNING;

Encompassing 7,000 square feet or 0.16 acres, more or less, and as shown on the attached Exhibit A – Parcel 6

TOGETHER WITH a 25.00 foot wide strip, being 12.50 feet on each side of the following described center line:

Beginning at a point which is at the intersection of the Southwesterly line of the St. Helen Pulp and Paper Company tract as described in Deed Book 113, Page 524, records of Columbia County, Oregon with the Southerly right of way line of the Burlington Northern Railroad, said point being South 19°40'40" West 2226.00 feet and South 21 °09'00" West 1421.00 feet and South 68°51' East 750.00 feet, more or less, from the Southwest corner of Block 70, St. Helens, as per plat on file and of record in the Clerk's Office of Columbia County, Oregon;

thence South 70°22'32" East 525.83 feet;

thence North 35°51 '00" East 54. 75 feet to the true POINT OF BEGINNING of the following described parcel;

thence North 69°12'48" West to the Ordinary Low Water line of the Multnomah Channel and the end of the above described parcel;

encompassing 2,175 square feet or 0.05 acres, more or less, and as shown on the attached Exhibit A - Parcel 6

Both Parcel 6 areas combined encompass 9,175 square feet or 0.21 acres, more or less.

Total lease area of all Parcels (together the "Leasehold") is 1,632,175 square feet or 37.48 acres, more or less.

This description is used to establish the approximate location and extent of the area subject to this Department of State Lands authorized use and was not prepared by a licensed surveyor. All locations, bearings, and distances were developed in the Oregon Coordinate Reference System Standard; Oregon Statewide Lambert Conformal Conic, NAD 1983, International Feet, GRS 1980 Spheroid.

2. TERM

2.1 Term. The term of this Agreement is a period of 5 years (the "Initial Term"), commencing on July 1, 2021 (the "Commencement Date") and expiring on June 30, 2026, unless terminated earlier as provided in this Agreement. As used in this Agreement, "Term" means the Initial Term or any Renewal Term (as defined in Section 2.2 below).

2.2 Renewal Terms. Lessee may apply to renew this Agreement for consecutive fifteen (15) year terms (each a "Renewal Term") by submitting a completed lease renewal application form to State at least one hundred eighty (180) days, but not more than three hundred and sixty-five (365) days, prior to the expiration of the then-current Term. Upon timely receipt of the application, State shall renew this Agreement unless:

2.2.1 State determines, in its sole discretion, that Lessee has not complied with the terms of this Agreement, the applicable statutes or Oregon Administrative Rules ("OARs"); or

2.2.2 State determines that the renewal of this Agreement for all or any portion of the Premises would be contrary to federal, state or local law, or would be inconsistent with the policies set forth in OAR 141-082-0260.

2.3 Notice of Intent Not to Renew. Except as otherwise provided in this Agreement, State shall provide written notice to Lessee at least twenty-four (24) months in advance if State intends not to renew this Agreement for all or any portion of the Premises. If State determines not to renew this Agreement, but less than twenty-four (24) months remain in the Term of this Agreement, State shall, at Lessee's request, extend the Term of this Agreement to complete the twenty-four (24) month notice period, within which time Lessee shall vacate that portion of the Premises for which this Agreement is not being renewed, and relocate any sublessees (as may be allowed pursuant to Section 7 below) in an orderly fashion.

2.4 Holdover. If Lessee does not vacate the Premises at the expiration or earlier termination of this Agreement, State may treat Lessee as a tenant from month to month, subject to all of the provisions of this Agreement except the provisions for term, renewal, and Rent. State may unilaterally establish a new Rent amount for the month-to-month tenancy, payable monthly in advance. If a month-to-month tenancy results from holdover by Lessee under this Section 2.4, the tenancy will be terminable at the end of any monthly rental period upon notice from State given at least thirty (30) days prior to

the termination date specified in the notice.

3. RENT; OTHER ASSESSMENTS

3.1 Initial Rent. The annual rental payment to be paid by Lessee to State (the "Rent") for the first year of this Agreement is \$9,083.00, based on the following rate: Flat Rate. State hereby acknowledges receipt of the first year's Rent.

	Use Class	Area (square ft.)	Rate Choice	Annual Rent
	Log Raft/Log Storage	1,632,175 sq. ft.	Flat Rate	\$9,083.00
			TOTAL	\$9,083.00

3.2 Rent Adjustment. After the first year of the Initial Term, the Rent will be adjusted annually in accordance with the provisions of OAR 141-082-0305 in effect at the time. Each Rent payment is due on the anniversary of the Commencement Date.

3.3 Address for Rent Payments. Unless State provides notice of a change in address pursuant to the notice requirements of Section 10.2 below, Lessee shall deliver all Rent and other payments due hereunder to State at the address set forth beneath State's signature on this Agreement.

3.4 Assessments. Lessee shall pay all taxes and assessments that are levied against the Premises, whether such taxes or assessments have been levied in the past against the Premises or State by the assessing agency.

3.5 Late Charges and Interest. If Lessee has not made full payment of amounts due within twenty (20) days of the date payment is due, Lessee shall pay an additional charge equal to five percent (5%) of the amount of the late Rent or other charge. In addition, all amounts due and owing under this Agreement, including late charges, shall bear interest at the lower of: (1) the highest interest rate allowable by law; or (2) 12% per year.

4. USE

4.1 Authorized Use. This Agreement grants to Lessee the right to use the Premises for the specific purpose(s) described below in accordance with the terms and conditions of this Agreement, applicable federal, state and local laws (including local land use planning and zoning ordinances) and the OARs:

Planning period for redevelopment of all parcels

4.2 Superfund Site. Check if applicable: ☐

4.2.1 Lessee understands and acknowledges that the Premises are located within the Superfund Site (the "Superfund Site"). The authorized use of the Premises as allowed under Section 4.1 above does not include any activities or operations that unreasonably interfere with the performance of Remedial Work on the Superfund Site, including the area of the Superfund Site within the Premises, pursuant to an order issued by the United States Environmental Protection Agency (EPA) or the Oregon Department of Environmental Quality ("DEQ"), whether issued to Lessee or another party. As used in this Section 4.2, "Remedial Work" includes work related to investigation, removal and remedial action for the Superfund Site.

4.2.2 Lessee shall conduct all operations on the Premises in a manner that does not interfere with the performance of the Remedial Work, and shall comply with any obligations of a party in control of the Remedial Work Area, including, without limitation, those related to the provision of access for the Remedial Work.

4.3 Restrictions on Use. Lessee shall:

4.3.1 comply with all applicable federal, state and local laws and regulations affecting the Premises and its use, including local comprehensive land use planning and zoning ordinances, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use;

4.3.2 dispose of all waste in a proper manner and not allow debris, garbage or other refuse to accumulate within the Premises, and, if Lessee allows debris, garbage or other refuse to accumulate within the Premises, allow State to remove the debris, garbage and other refuse, and collect the cost of such removal from Lessee;

4.3.3 not cut, destroy or remove, or permit to be cut, destroyed or removed, any vegetation that may be upon the Premises except with written permission of State, and promptly report to State the cutting or removal of vegetation by other persons;

4.3.4 conduct all operations within the Premises in a manner which conserves fish and wildlife habitat, protects water quality, and does not contribute to soil erosion or the growth of noxious weeds;

4.3.5 maintain all buildings, docks, pilings, floats, gangways, similar structures, or other improvements (each an "Improvement") in a good state of repair; and

4.3.6 not unreasonably interfere with the public's trust rights of commerce, navigation, fishing or recreation.

4.4 Condition of Premises and Improvements. Lessee represents that it has inspected the Premises and Improvements, if any, and accepts the Premises and all Improvements in their present condition, AS IS, as of the Effective Date. State has made no oral or written representations concerning the condition of the Premises or its Improvements, if any, nor their fitness or suitability for any purpose.

4.5 Improvements by Lessee. Lessee may not construct or place upon the Premises any Improvement that exceeds \$15,000 in cost or value unless Lessee has first obtained the prior written authorization of State, or the Improvement is exempt under OAR 141-082-0265. All Improvements shall be consistent with the authorized use(s) of this Agreement stated in Section 4.1 above and in compliance with all applicable laws, regulations, and ordinances as stated in Section 4.3.1 above. State shall not unreasonably withhold or delay its approval for Improvements.

4.6 Removal of Unauthorized Improvements. Lessee shall remove all unauthorized Improvements from the Premises upon receiving notice from State, unless State elects to remove the Improvements at Lessee's cost and expense.

4.7 Removal of Authorized Improvements. Lessee shall remove all authorized Improvements within ninety (90) days after the expiration or earlier termination of this Agreement or modification of this Agreement under Section 5.2 below, unless otherwise agreed by the Parties or the Improvement is exempt under OAR 141-082-0265. Lessee is responsible for any damage done to the Premises as a result of the removal of any Improvement. Any Improvement remaining on the Premises after the ninety (90) days shall, at the option of State, become the property of State, unless otherwise agreed by the Parties.

4.8 Liens. With the exception of mortgages or other security interests allowed by State under Section 7 below, Lessee shall immediately cause to be discharged any lien or other charge placed on the Premises or its Improvements, arising directly or indirectly out of Lessee's actions. State may terminate this Agreement if Lessee fails to discharge any lien or charge or provide State with a sufficient bond covering the full amount of the lien after ten (10) days' notice to do so by State. Lessee shall pay and indemnify State for all costs, damages or charges of whatsoever nature, including attorneys' fees, necessary to discharge such liens or charges whether the costs, damages or charges are incurred prior or subsequent to any termination of this Agreement.

4.9 Indemnification. Lessee shall defend, indemnify and hold State harmless from and against all claims, demands, actions, suits, judgment, losses, damages, penalties, fines, costs, and expenses, including expert witness fees and costs and attorneys' fees in an administrative proceeding, at trial, or on appeal ("Claims") arising from or attributable, in whole or in part, to this Agreement or any operations conducted or allowed by Lessee on the Premises. As used in this Section 4.9 only, "State" means the State of Oregon and its boards, commissions, agencies, officers, employees, contractors, and agents. Lessee shall have control of the defense and settlement of

any Claim; however, neither Lessee nor any attorney engaged by Lessee shall defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of State, without the approval of the Attorney General, nor shall Lessee settle any Claim on behalf of State without the approval of the Attorney General. State may, at its election and expense, assume its own defense and settlement in the event that State determines that Lessee is prohibited from defending State, that Lessee is not adequately defending State's interests, or that an important governmental principle is at issue and State desires to assume its own defense.

4.10 Wastewater Disposal. In addition to any other applicable laws and regulations, Lessee shall obtain any permits required by state or local authorities and shall comply with DEQ and Oregon State Marine Board requirements for sewage collection and wastewater disposal for boats and floating structures.

4.11 Hazardous Substances.

4.11.1 Lessee shall not use, store, or dispose of, or allow the use, storage, or disposal within the Premises of any material that may pose a threat to human health or the environment, including, without limitation, hazardous substances, pesticides, herbicides, or petroleum products (a "Hazardous Substance") except in strict compliance with applicable laws, regulations and manufacturer's instructions, and Lessee shall take all necessary precautions to protect human health and the environment and to prevent the release of any Hazardous Substance on or from the Premises.

4.11.2 Lessee shall keep and maintain accurate and complete records of the amount of all Hazardous Substances stored or used on the Premises, and shall immediately notify State of any release or threatened release of any Hazardous Substance on or from the Premises or otherwise attributable to operations or activities on the Premises.

4.11.3 If any Hazardous Substance is released, and the release arises from or is attributable, in whole or in part, to any operations conducted or allowed by Lessee on the Premises, Lessee shall promptly and fully remediate the release in accordance with state and federal regulations and requirements. If Lessee fails to so remediate, State may remove and remediate any release of a Hazardous Substance on or from the Premises or attributable to operations or activities conducted or allowed by Lessee on the Premises and collect the cost of removal or remediation from Lessee either as additional Rent or as damages.

4.11.4 In addition to any duty to indemnify specified elsewhere in this Agreement, Lessee shall indemnify State to the fullest extent allowed by Oregon law against any claim or costs arising from or related to a release of a Hazardous Substance arising from or attributable, in whole or in part, to any operations conducted or allowed by Lessee on the Premises.

4.12 Weed Control. Lessee shall control plant pests and diseases and noxious weeds, including aquatic weeds, within the Premises as directed by the local county weed control district, the Oregon Department of Agriculture or any other governmental authority which has authority for the prevention or control, or both, of noxious weeds, plant pests or diseases, or as may be authorized or directed by State.

4.13 Nondiscrimination. The Premises shall be used in a manner, and for such purposes, that assure fair and nondiscriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender, or national origin.

5. MODIFICATION OF PREMISES SIZE OR USE

5.1 Change of Size or Use of Premises. Lessee may, using a form provided by State, request that State amend this Agreement to expand or reduce the size, or change the authorized use, of the Premises. No such amendment will be effective unless authorized in writing by State. State shall process and review requests to amend this Agreement in the same manner as a new lease application.

5.2 Special Conditions Applicable to Reductions in Premises Size. This Agreement may be amended to reduce the Premises size only if the portion of the Premises to be removed from this Agreement does not contain any Improvement. If the amendment results in a reduction of Rent due under this Agreement, the reduction will be effective commencing on the anniversary of the Commencement Date that falls at least twelve (12) months after the later of: (1) the date of the reduction in the Premises size; or (2) the date on which the amendment is fully executed.

5.3 Lessee Liable for Violations. Notwithstanding any reduction in the Premises size under this Section 5, Lessee shall remain liable for any violation of Section 4.9 or 4.10 above occurring on lands removed from the Premises prior to the amendment removing such lands.

6. RESERVATIONS BY STATE

6.1 Entry; Lessee Records. State may enter the Premises at all reasonable times in order to inspect and manage State's interest in the Premises, and to evaluate and ensure Lessee's compliance with the terms and conditions of this Agreement. Additionally, State may examine pertinent records of Lessee for the purpose of ensuring compliance with this Agreement.

6.2 Minerals. State reserves all rights to coal, oil, gas, geothermal resources and other minerals, and all deposits of clay, stone, gravel and sand valuable for building, mining, or commercial purposes including, without limitation, the right to explore, mine, develop, produce and remove such minerals and other deposits, along with the right of

ingress and egress for these purposes, and to terminate this Agreement as to all or any portion of the Premises when required for these purposes with one hundred twenty (120) days prior written notice to Lessee or as otherwise provided by law.

6.3 Easements. State reserves the right at any time to grant easements across the Premises for tunnels, telephone and fiber optic cable lines, pipelines, power lines, or other lawful purpose, along with the right of ingress and egress for these purposes, subject to the inclusion in any such grant of easement of a requirement that the easement holder take all reasonable precautions to ensure that exercise of their easement rights does not unreasonably interfere with Lessee's use(s) authorized in this Agreement.

6.4 Public Access and Recreational Use. All state-owned submerged and submersible land shall remain available and open to the public for commerce, navigation, fishing and recreation unless restricted or closed by State to public entry pursuant to the provisions of applicable OARs. Lessee may request State, but State is not obligated, to close the Premises to public entry or restrict recreational use by the public on all or portions of the Premises to protect persons or property from harm arising from or in connection with Lessee's activities.

This reservation does not grant the public any right to use or occupy, without Lessee's permission, Lessee-owned property or structures authorized under this Agreement.

6.5 Other. State reserves all other rights not expressly granted to Lessee under this Agreement.

7. ASSIGNMENTS AND SUBLETTING

7.1 Assignments and Subleases.

7.1.1 Except as provided in Section 7.2 below, Lessee may not assign this Agreement, sublease the Premises or any portion of the Premises, or enter into any third-party agreement respecting this Agreement or the Premises, without first obtaining the prior written consent of State pursuant to the requirements of the applicable OARs. Requests shall be in writing using an application form prescribed by State, and delivered to State at least thirty (30) days prior to the proposed effective date of the sublease or assignment. State shall make a good faith effort to complete its review of Lessee's application within thirty (30) days following receipt. If the application is incomplete, or if State requests additional information concerning the proposed assignment or sublease, the time period for reviewing applications may be extended and the proposed sublease or assignment may be delayed pending the completion of such review.

7.1.2 State reserves the right to condition its consent to an assignment or sublease as State deems reasonably prudent, including the right to require

changes to the terms of this Agreement. Each assignee, sublessee, and third-party interest will be required to comply with all of Lessee's obligations under this Agreement, and the applicable OARs. Lessee shall remain liable for the performance of all obligations under this Agreement unless State's written consent expressly releases Lessee from further liability.

7.1.3 For the purposes of this Section 7.1.3, if Lessee is a corporation, partnership or limited liability company, the transfer of any corporate stock or partnership or membership interest (including by operation of law) will be deemed an assignment subject to the provisions of this Section 7.3.1 if the result of the transfer is a change of management control or controlling interest in Lessee.

7.1.4 Lessee may not grant a mortgage or security interest in this Agreement without prior written consent of State, which consent shall not be unreasonably withheld. Any subsequent assignment by the mortgagee or security interest holder shall require the prior written approval of State.

7.2 Permitted Assignments and Subleases. Notwithstanding the provisions of Section 7.1 above, the following assignments, mortgages and security interests, and subleases of Lessee's interest in the Premises are permitted and written notice to State is not required:

7.2.1 subleases of portions of Lessee's interest in the Premises in the ordinary course of Lessee's business for the authorized use pursuant to Section 4.1 above;

7.2.2 the sublease of the entire Premises for a term that is less than twelve (12) months, for the authorized use pursuant to Section 4.1 above; or

7.2.3 the transfer of Lessee's interest in this Agreement to a surviving spouse or immediate family member following the death of Lessee; except that, any other transfer of ownership following the death of Lessee is considered an assignment requiring State's approval.

8. INSURANCE; BONDS

8.1 Insurance. During the Term of this Agreement, Lessee shall maintain the insurance coverage required by Exhibit B.

8.2 Bond. State reserves the right to require Lessee to furnish to State a surety bond or an equivalent cash deposit or certificate of deposit, in an amount to be determined by State in the exercise of its reasonable discretion, which names the State of Oregon as co-owner to ensure that Lessee performs in accordance with all terms and conditions of this Agreement

9. DEFAULT

9.1 Default. The following are events of default under this Agreement:

9.1.1 Failure of Lessee to pay any Rent, tax, reimbursement or other charge or payment due under this Agreement within twenty (20) days after the date payment is due. For the purposes of this Section 9.1.1, if the due date for payment is not otherwise stated in this Agreement or otherwise defined in statute or the OARs, payment is due on the date set forth in the notice from State to Lessee informing Lessee of its obligation to make such payment.

9.1.2 Failure of Lessee to comply with any non-payment-related term or condition or obligation of this Agreement within thirty (30) days after notice by State specifying the nature of the deficiency, or, in the event of an emergency, within the time specified by State to resolve the emergency. Upon timely request from Lessee, State may, in its reasonable discretion, permit the deadline for curing noncompliance to be extended if it finds that: (a) the noncompliance cannot reasonably be cured within the 30-day period; (b) the interests of State will not be harmed by an extension; (c) the noncompliance was not due to the willful act or gross negligence of Lessee; and (d) State and Lessee agree upon a written plan and timeline for curing the noncompliance.

9.1.3 Any of the following:

- (a) insolvency of Lessee;
- (b) the filing by Lessee of a voluntary petition in bankruptcy;
- (c) an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee;
- (d) the filing of any involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within thirty (30) days after filing; or
- (e) attachment of or the levying of execution on the Premises interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days.

If Lessee consists of two or more individuals or business entities, the events of default specified in this Section 9.1 apply to each individual or entity unless within ten (10) days after an event of default occurs, the remaining individuals or entities produce evidence satisfactory to State that they have unconditionally acquired the interest of the one causing the default. If this Agreement has been assigned under Section 7 above, the events of default specified in this Section 9.1 apply only with respect to the one then exercising the rights of Lessee under this Agreement.

9.1.4 Notwithstanding the foregoing, if State in good faith believes that a material default has occurred which may imperil State's rights in the land or the discharge of its Constitutional obligations with respect to the land, State may declare an immediate default without any right of Lessee to cure the deficiency.

9.2 Termination of Occupancy Upon Default. State may terminate Lessee's right to occupy the Premises for any default by Lessee that remains uncured past the time provided in Section 9.1 above. State shall exercise its right to terminate Lessee's occupancy under this Section 9.2 by providing notice to Lessee of the default and of State's intent to terminate Lessee's right of occupancy under this Agreement upon the date provided in the notice. State may recover from Lessee all costs arising out of State's re-entry and re-letting the Premises. If State and Lessee agree to terminate this Agreement, State may recover the amount of unpaid rent that otherwise would have been required to be paid under this Agreement from the date of default until a new lease has been secured or, if State and Lessee do not agree to terminate this Agreement and State is unable to secure another lessee for the Premises, until such time as this Agreement expires. Lessee shall dispose of all Improvements as specified in Section 4.6 or 4.7 above. If Lessee owns a floating home and has placed the home on the Premises as an authorized use pursuant to Section 4.1 above, the lease termination provisions of ORS Chapter 90 shall apply to the extent the provisions of this Agreement are inconsistent therewith.

9.3 State's Right to Cure Defaults.

9.3.1 If Lessee fails to perform any obligation under this Agreement, State may perform the obligation of this Agreement thirty (30) days after providing notice to Lessee. All of State's expenditures to carry out the obligation shall be reimbursed by Lessee on demand with interest at the rate of one percent (1%) per month accrued from the date of expenditure by State.

9.3.2 Notwithstanding Section 9.3.1 above, but subject to ORS Chapter 90 if applicable, if any violation of a term or condition of this Agreement, including, without limitation, use of the Premises in a manner not permitted under this Agreement, is causing or threatens to cause personal injury or damage to the Premises or other property, or if damage to the Premises arises from some other cause, State may immediately enter upon the Premises and take such action as it deems necessary to stop the use or mitigate the injury or damage. If the injury or damage is due to a violation of the terms or conditions of this Agreement, Lessee will be liable for all costs incurred by State as a result of the violation and the action taken by State to mitigate the injury or damage. State, at its option, may send notice to Lessee of the violation and, upon receipt of the notice, Lessee shall immediately cease the violation and repair the injury or correct all damage caused by the violation. State's failure to provide notice of a violation may not be deemed a waiver of the violation by State or authorization to Lessee to continue or fail to correct the violation.

9.4 Right to Sue More Than Once. State may sue periodically to recover damages accrued to date, and no action for damages shall bar later actions for damages subsequently accruing.

9.5 Remedies Cumulative. The remedies contained in this Agreement are in addition to, and do not exclude, any other remedy available at law or in equity, and the exercise by either Party of any one or more of its remedies does not preclude the exercise by it at the same or different times of any other remedies for the same default or breach by the other Party.

10. NOTICES

10.1 Addresses. A Party's address means the address set forth below that Party's signature on this Agreement. State may notify Lessee of a different address for payments of any Rent or other amounts due to State under this Agreement. Any notices, demands, deliveries or other communications required under this Agreement shall be made in writing and delivered by one of the methods set forth in Section 10.2 below to a Party's address, unless one Party modifies its Address by notice to the other Party, given in accordance with Section 10.2 below.

10.2 Delivery.

Method of delivery	When notice deemed delivered
In person (including by messenger service)	the day delivered, as evidenced by signed receipt
Email or Fax	the day sent (unless sent after 5:00 p.m., P.T., in which case the email or fax shall be deemed sent the following business day)
US Mail (postage prepaid, registered or certified, return receipt requested)	the day received, as evidenced by signed return receipt
Courier delivery (by reputable commercial courier)	the day received, as evidenced by signed receipt

If the deadline under this Agreement for delivery of a notice is a Saturday, Sunday or federal or State of Oregon holiday, such deadline shall be deemed extended to the next business day.

11. MISCELLANEOUS

11.1 Time is of the Essence. Time is of the essence in relation to the Parties' performance of any, and all, of their obligations under this Agreement.

11.2 Calculation of Days. Any reference in this Agreement to “days” shall mean calendar days, unless specified as “business days.” A business day is any day that is not a Saturday, Sunday or a federal or State of Oregon holiday.

11.3 Consent. Unless otherwise specifically stated herein, any consent by a Party shall not be unreasonably withheld, conditioned or delayed.

11.4 Integration. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. The Parties have no understandings, agreements or representations, oral or written, regarding this Agreement that are not specified herein.

11.5 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties.

11.6 No Waiver of Performance. No waiver by a Party of performance of any provision of this Agreement by the other Party shall be deemed a waiver of nor prejudice the other Party’s right to otherwise require performance of the same provision, or any other provision.

11.7 Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

11.8 Counterparts. This Agreement and any amendments hereto may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same document, notwithstanding that both Parties are not signatories to the same counterpart.

11.9 Governing Law; Consent to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim or action between State (or any other agency or department of the State of Oregon) and Lessee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Marion County in the State of Oregon. In no event shall this Section 11.9 be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue and waives any claim that such forum is an inconvenient forum.

11.10 Force Majeure. A Party shall not be liable for any delay in performance under this Agreement, other than payment of any money to the other Party, if such delay is

caused by strikes, lockouts, riots, floods, explosions, earthquakes, tornados, storms, wars, acts of public enemies, insurrections, acts of God, shortages of labor or materials or any other such causes not within the control of the first Party.

11.11 No Partnership. State is not a partner nor in a joint venture with Lessee in connection with any activities relating to this Agreement or the Premises, and State has no obligation for Lessee's debts or other liabilities.

11.12 Binding on Successors. This Agreement is binding on and shall inure to the benefit of the successors and assigns of the Parties, but nothing in this Section 11.12 may be construed as a consent by State to any disposition or transfer of this Agreement or any interest in it by Lessee except as otherwise expressly provided in this Agreement.

11.13 Future Renewals. Applications for future renewals of this lease will only be considered for the full 15 year term and rent rate.

11.14 Exhibits. The Exhibits listed below are incorporated as part of this Agreement:

Exhibit A: Premises
Exhibit B: Insurance Requirements

[remainder of page intentionally left blank]

Each person signing this Agreement below on behalf of a Party represents and warrants that he or she is duly authorized by such Party and has legal capacity to do so.

STATE:

The State of Oregon, by and through its Department of State Lands

Signature: _____
Name: _____
Title: _____

Date: _____

Address:

Street: 775 Summer St. NE, Suite 100
City/State/ZIP: Salem, OR 97301
ATTN: Proprietary Coordinator
Email: support.services@dsl.state.or.us

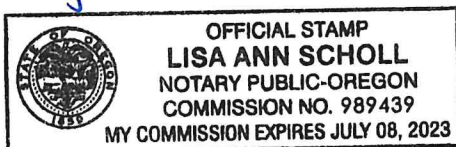
LESSEE:City of St. Helens, a Municipal Corporation

Signature: [Signature]
 Name: John Walsh
 Title: City Administrator

Date: 12/2/21

STATE OF Oregon)
)
 County of Columbia) ss

The foregoing instrument was acknowledged before me this 2nd day of December 2021, by John Walsh, as City Administrator of City of St. Helens, on behalf of said entity.



[Signature]
 Signature
 My commission expires 7/8/2023

Address:

Street: 265 Strand St.
 City/State/ZIP: St. Helens OR 97051
 ATTN: JOHN WALSH, City Administrator, or successor
 Email: jwalsh@sthelensoregon.gov


CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS

By signature on this Agreement for Lessee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Lessee and that Lessee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes And Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.

Signature: _____

Name: _____

Title: _____



 John Walsh

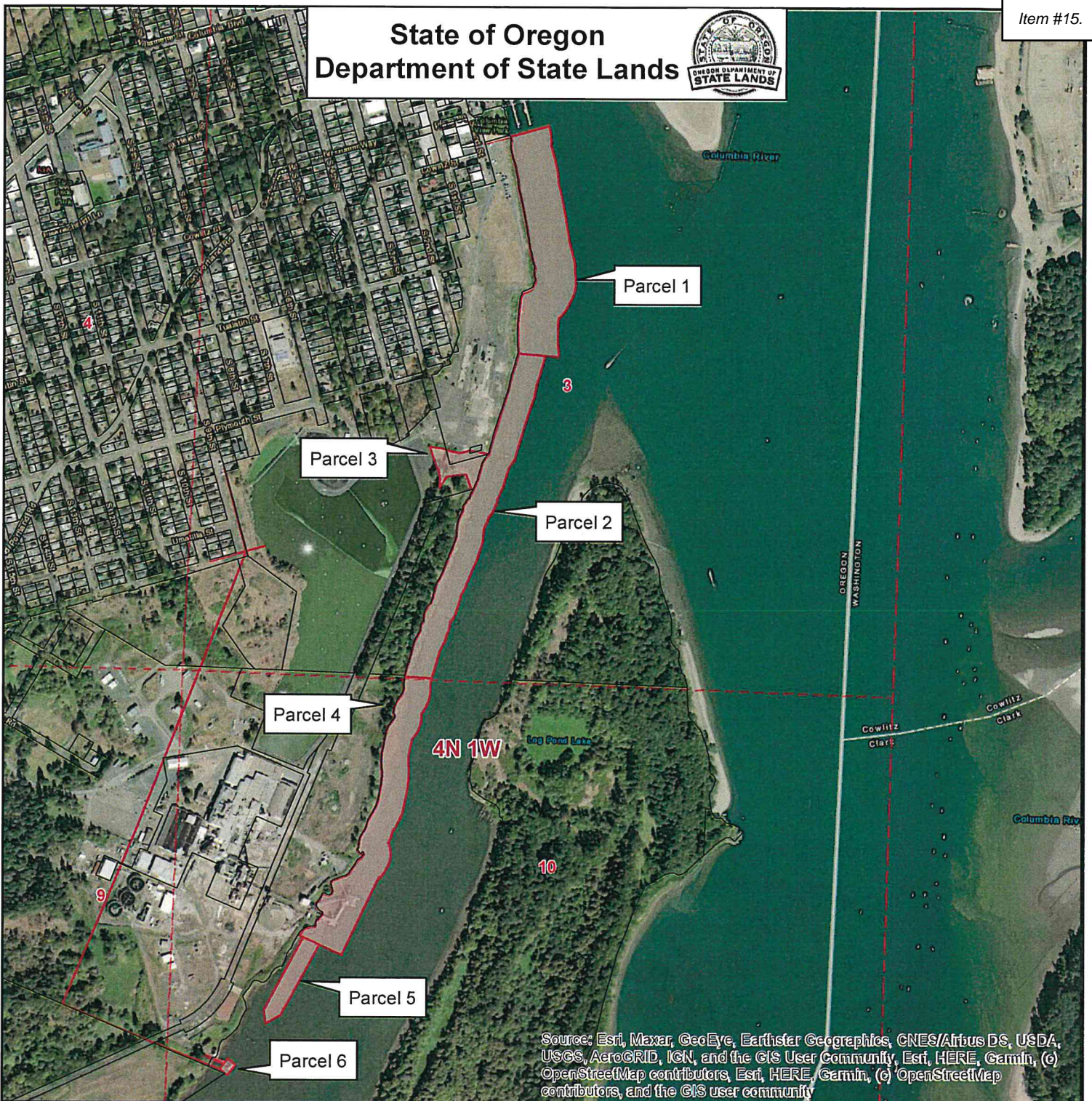
 City Administrator

Date: 12-2-21

EXHIBIT A

Premises

State of Oregon Department of State Lands



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

EXHIBIT A

10474-ML Waterway Lease
T04N, R01W Section 3 & 10
1,632,175 Square Feet
COLUMBIA County

- Description lines
- Use Area

This map depicts the approximate location and extent of a Department of State Lands Proprietary authorization for use. This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

0 500 1,000

Feet



Map Projection:
Oregon Statewide Lambert
Datum NAD83
International Feet

State of Oregon
Department of State Lands
775 Summer St NE, Suite 100
Salem, OR 97301
503-986-5200
www.oregon.gov/DSL
Date: 9/28/2021



State of Oregon Department of State Lands



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EXHIBIT A

10474-ML Parcel 1
T04N, R01W Section 3
540,000 Square Feet
COLUMBIA County

Use Area

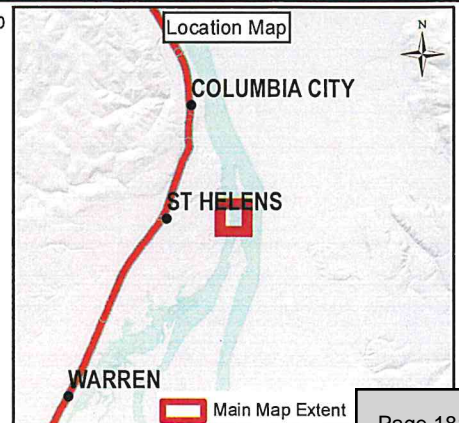
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0 250 500
 Feet



Map Projection:
 Oregon Statewide Lambert
 Datum NAD83
 International Feet

State of Oregon
 Department of State Lands
 775 Summer St NE, Suite 100
 Salem, OR 97301
 503-986-5200
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State of Oregon Department of State Lands



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EXHIBIT A

10474-ML Parcel 2
T04N, R01W Section 3
510,000 Square Feet
COLUMBIA County

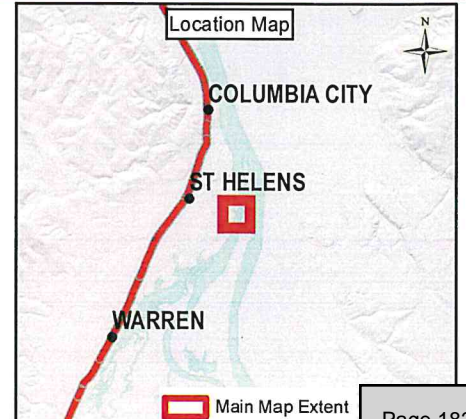
Use Area

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Feet



Map Projection:
Oregon Statewide Lambert
Datum NAD83
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State of Oregon
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State of Oregon Department of State Lands



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EXHIBIT A

10474-ML Parcel 3
T04N, R01W Section 3
73,000 Square Feet
COLUMBIA County

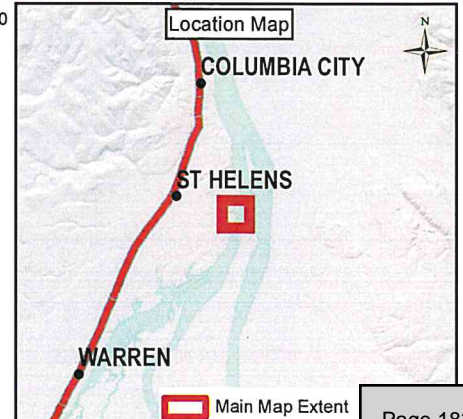
Use Area

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 Feet



Map Projection:
 Oregon Statewide Lambert
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 775 Summer St NE, Suite 100
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State of Oregon Department of State Lands



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EXHIBIT A

10474-ML Parcel 4
T04N, R01W Section 10
400,000 Square Feet
COLUMBIA County

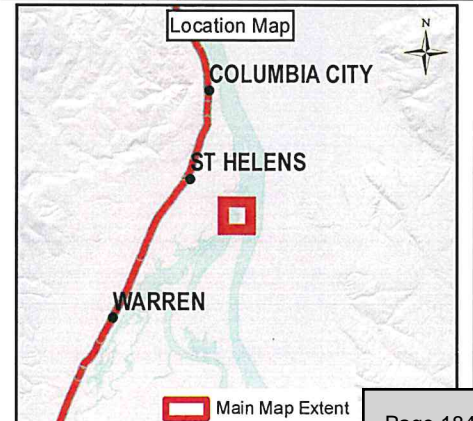
Use Area

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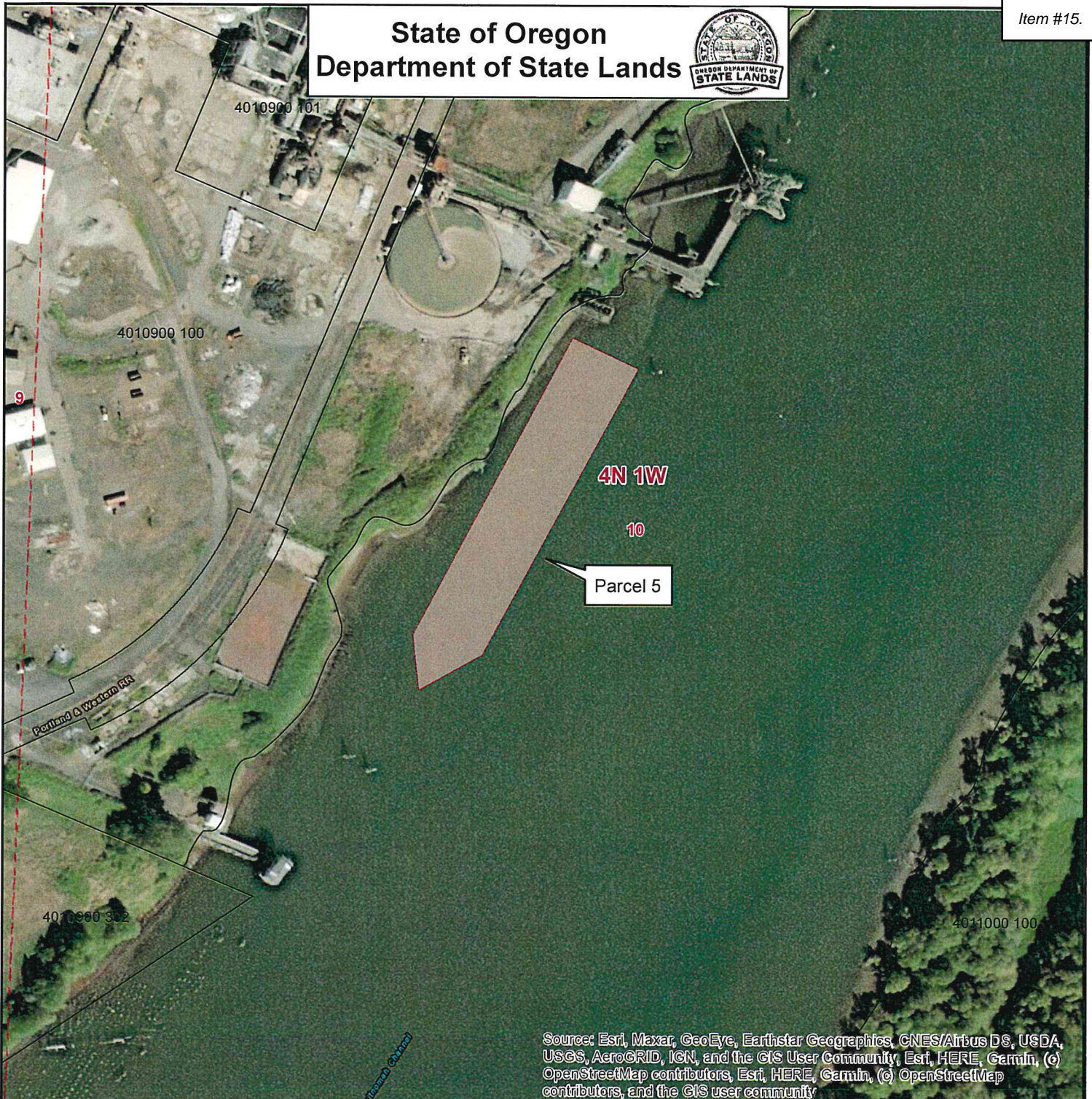
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Map Projection:
 Oregon Statewide Lambert
 Datum NAD83
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 State of Oregon
 Department of State Lands
 775 Summer St NE, Suite 100
 Salem, OR 97301
 503-986-5200
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 Date: 9/28/2021



State of Oregon Department of State Lands



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

EXHIBIT A

10474-ML Parcel 5
T04N, R01W Section 10
100,000 Square Feet
COLUMBIA County

Use Area

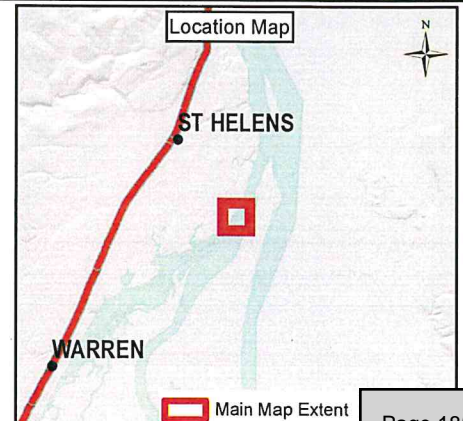
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Feet



Map Projection:
Oregon Statewide Lambert
Datum NAD83
International Feet

State of Oregon
Department of State Lands
775 Summer St NE, Suite 100
Salem, OR 97301
503-986-5200
www.oregon.gov/DSL
Date: 9/28/2021



State of Oregon Department of State Lands



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EXHIBIT A

10474-ML Parcel 6
T04N, R01W Section 10
9,175 Square Feet
COLUMBIA County

 Use Area

This map depicts the approximate location and extent of a Department of State Lands. Proprietary authorization for use. This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

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 Feet



Map Projection:
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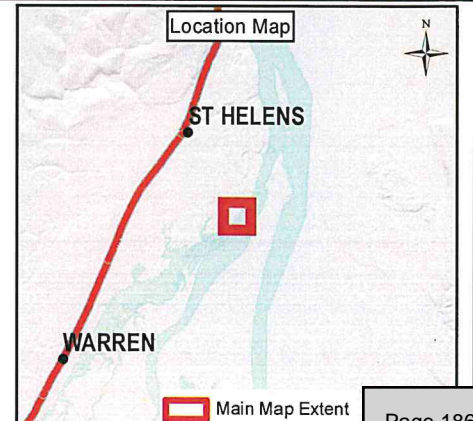


EXHIBIT B

Insurance Requirements

(Any capitalized terms used but not defined in this Exhibit shall have the same meaning as in the Agreement to which this Exhibit is attached.)

During the Term of the Agreement, Lessee shall maintain in force, at its own cost and expense and in accordance with Section 5 below, each insurance item noted below,

1. Workers' Compensation

(Required if Lessee has one or more workers, as defined by ORS 656.027)

All employers, including Lessee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

Lessee shall require and ensure that each of its sublessees (if permitted) complies with these requirements.

2. Commercial/General Liability Coverage

☒ **Required by State** ☐ **Not required by State**

Commercial/General Liability coverage, insuring against claims for bodily injury, death and property damage. Coverage shall include contractual liability coverage for the indemnity provided under the Agreement. The commercial/general liability insurance coverages required under the Agreement shall include the State of Oregon and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as additional insureds (See Section 5 below). Lessee shall provide proof of liability or commercial general liability insurance in not less than the following amounts:

Bodily Injury/Death:

☒ \$1,000,000/\$2,000,000 combined single limit per occurrence/aggregate limit for all claims per occurrence.

or

☐ \$2,000,000/\$4,000,000 combined single limit per occurrence/aggregate limit for all claims per occurrence.

or

☐ \$ _____

3. **Marine Protection and Indemnity Coverage**

☐ Required by State ☒ Not required by State

Lessee shall obtain, at Lessee's expense, and keep in effect during the Term of the Agreement, marine protection and indemnity coverage. Shall not be less than \$_____.

4. **Pollution Liability**

☐ Required by State ☒ Not required by State

Lessee shall obtain at Lessee's expense, and shall keep in effect during the Term of the Agreement, pollution liability insurance covering Lessee's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Lessee, all arising out of Lessee's lease of the Premises. Shall not be less than \$_____.

5. **General Requirements**

(a) **"Tail" Coverage.** If any of the required liability insurance is on a "claims made" basis, Lessee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Agreement, for a minimum of twenty-four (24) months following the termination or expiration of the Agreement.

(b) **Certificates of Insurance.** As evidence of the insurance coverages required by the Agreement, Lessee shall furnish acceptable insurance certificates to State prior to commencing any work to be performed under the Agreement. The certificate shall specify all of the parties who are additional insureds. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to State. Lessee shall pay for all deductibles, self-insured retention and self-insurance.

(c) **Additional Insureds.** Any coverage required by this Exhibit, except for Workers' Compensation, shall include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as additional insureds, but only with respect to Lessee's activities to be performed under the Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

(d) **Change in coverage or cancellation.** Lessee shall notify Lessor when a change in coverage or cancellation occurs. Lessee shall provide Lessor copies of new coverage upon effect of change. Lessee shall maintain the required insurance coverage over the Term of the Agreement.



Engineering Manager

DEPARTMENT: Public Works
DIVISION: Engineering
SUPERVISOR: Public Works Director
CLASSIFICATION: Exempt (not overtime eligible)
UNION: No
CONFIDENTIAL: Yes

POSITION SUMMARY

Plans, directs, manages, supervises, and coordinates the administrative activities and operations of the Engineering Division. Coordinates assigned activities with other City departments, divisions, and outside agencies. Performs and manages the development, implementation, and evaluation of complex professional engineering and construction projects for various City infrastructure, including water, sewer, streets, parks facilities, and other public works project planning and programs.

SUPERVISION RECEIVED

Works under the direction and guidance of the Public Works Director.

SUPERVISION EXERCISED

Exercises supervision over all permanent and temporary technical staff assigned to the Engineering Division.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following, but are not limited to:

- Serves as lead project manager for Engineering Division projects, especially high visibility and highly critical projects.
- Networks with senior leadership and major stakeholders to establish strategic plans and objectives for programs or projects.
- Assists in the mentoring of junior level project managers as a part of a development initiative.
- Oversees and directs the administrative support functions and activities of the Engineering Division, including the geographic information system, permit issuance, budgetary administration, and grant management.
- Participates in and oversees the preparation of the Engineering Division's annual operating budget and the City's Capital Improvement Program budget; forecasts funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements adjustments.
- Participates in the development and implementation of the Engineering Division's goals, objectives, policies, and procedures; evaluates the operations and activities of the Division.
- Selects, motivates, and evaluates staff; prepares performance evaluations; works with staff to correct deficiencies; implements discipline and termination procedures. Encourages and fosters cooperative working relations within assigned staff.
- Assesses and monitors the workload of assigned personnel to ensure the efficiency and effectiveness of service delivery. Recommends and implements technical training.

- Responds to and resolves difficult and sensitive citizen inquiries and complaints and recommends corrective action as necessary. Prepares letters, memoranda, and other written correspondence relative to Engineering Division matters.
- Prepares the Engineering Division budget. Reviews and recommends approval of expenditures of the Engineering Division. Prepares or assists in the preparation of grant and/or funding applications for projects.
- Maintains regular contact with consulting engineers, construction project engineers, City, County, State, and Federal agencies, professional and technical groups and the public regarding division activities and services.
- Prepares comprehensive reports; drafts policies, operating procedures, administrative manuals, ordinances, and resolutions; recommends appropriate alternatives and courses of policy action; implements policies and procedures relating to the administrative activities of the Engineering Division ensuring compliance with applicable guidelines, standards, laws, and regulations.
- Manages the planning, scheduling, and coordinating of project engineering work, reviewing and approving construction plans and supporting calculations, and ensuring project compliance with all codes and ordinances and established engineering standards.
- Develops scopes of work and project requirement packages for new projects in the portfolio, including working with stakeholders to determine the requirements of the project and liaise with the business and technical experts to develop project strategy and solutions for these requirements.
- Develops comprehensive work schedules and manages project execution to the schedule.
- Prepares design plans, specifications, and bid documents, holds bid conferences, evaluates bids, makes bid award recommendations, and reviews contractor pay requests.
- Manages and performs a variety of technical and contract administration tasks relative to assigned Capital Improvement Program projects. Develops plans and specifications, monitors project activity, work schedules, prepares change orders/contract amendments, monitors contractual compliance, and facilitates payment.
- Performs complex civil engineering drafting design work, calculates construction quantities, and prepares engineering and construction estimates.
- Reviews private project development plans for compliance with codes, regulations, and standards, adequacy of applications for permits, and compliance with approved plans.
- Determines applicable codes, regulations, and requirements for assigned projects.
- Develops, prepares, and coordinates engineering plans and specifications.
- Coordinates required advertising for bids, reviews construction bids and makes necessary recommendations based on lowest and best bids, competency of vendors and consultants, and the selection criteria.
- Assists in the evaluation of the impacts of development proposals, permits, rezones, plats, etc. on traffic and transportation facilities, water, sewer, and storm drainage systems.
- Monitors intergovernmental actions affecting public works operations.
- Assists in the training of other City personnel in public works design and construction techniques.
- Responsible for risk management and control, including the ongoing process of risk identification, and the development of appropriate risk response plans.
- Responsible to appropriately resource the project, through collaboration with impacted managers in a matrix environment.
- Creates and delivers presentations on program or project goals and plans, including status reports.

- Performs end-to-end program or project management, demonstrating ownership of the entire process from beginning to end.
- Develops and implements program and project level processes, procedures, and performance metrics.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- Bachelor's degree from a four-year college or university in civil engineering or a closely related field.
- Minimum of six years of civil engineering experience, local government setting preferred.
- Minimum three years public works project management experience.
- Any equivalent combination of education and experience that provides the required knowledge, skills, and abilities.
- Must possess a Project Management Professional (PMP) certificate, or the ability to obtain one within six months of hire.
- Professional Engineering (PE) license in Civil Engineering from the State of Oregon is preferred, but not required.

KNOWLEDGE, SKILLS, AND ABILITIES

- Thorough knowledge of civil engineering principles, practices, and methods as applicable to a municipal setting; considerable knowledge of applicable City policies, laws, and regulations affecting Division activities.
- Considerable skill in the management of simple to highly complex engineering and construction projects.
- Comprehensive knowledge of generally accepted construction standards and construction methods, materials, techniques, phases, design, practices, and procedures.
- Substantial knowledge of City and department operations, policies, and procedures.
- Substantial knowledge of pertinent Federal, State, and local laws, codes, and ordinances.
- Substantial knowledge of City purchasing and finance policies, procedures, and processes.
- Management skills necessary to effectively manage the work of assigned staff and outside contractors.
- Interpersonal and communication skills necessary to tactfully enforce contractor's compliance with plans and specifications, while maintaining satisfactory relationships with contractors and their employees, as well as to interact tactfully and effectively with the general public.
- Excellent communication skills.
- Ability to communicate effectively, orally and in writing, with employees, consultants, other governmental agency representatives, City officials, and the general public.
- Ability to conduct necessary engineering research and compile comprehensive reports.
- Knowledge of the principles and practices of civil engineering and its application to municipal public works and construction.
- Knowledge of laws, rules, regulations, ordinances, and collective bargaining agreements affecting City policies and operations.
- Knowledge of public works contract administration including contract preparation, contractor selection, administration of contract work, change orders, disputes, claims, equal opportunity, and closing of contracts.
- Knowledge of complex design and drafting methods, software, and equipment.

SPECIAL REQUIREMENTS

- Must possess a valid state driver's license or ability to obtain one prior to employment. Must be able to maintain a satisfactory driving record.
- Must be physically capable of moving about on construction work sites and under adverse field conditions. (Reasonable accommodations may be made to enable individuals with disabilities to appropriately access construction work sites.)

TOOLS AND EQUIPMENT USED

Personal computer, including word processing, spreadsheet, and data base and computer-aided-design software; standard drafting tools; surveying equipment including level, theodolite. and electronic distance measuring devices; motor vehicle; phone; mobile radio.

PHYSICAL DEMANDS

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

- **Physical Demands:** While performing the duties of this job, the employee is occasionally required to stand or sit; walk, use hands to finger, handle, feel, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk or hear. The employee must occasionally push, pull, lift and/or move up to 20 pounds.
- **Vision:** Vision sufficient to read small print, computer screens and other printed documents. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth vision, depth perception, and the ability to adjust focus.
- **Mobility:** Sufficient mobility to work in an office setting and operate office equipment. Some outdoor work is required to inspect various developments and construction sites. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

WORKING ENVIRONMENT

- **Environment:** Normal office setting with some travel for meetings or inspections. The noise level in the work environment is usually quiet in the office and moderate to very loud in the field.
- **Working Conditions:**
 - a. Position has normal business hours. Occasional attendance at evening meetings required.
 - b. Adverse working conditions include exposure to seasonal weather changes including working in inclement weather.
- **Resource Accountability:**
 - a. Records maintained include accountability for files relating to projects such as: improvement agreements, security documents, engineering plans, specifications related to developments, as-built drawings, and program records.
 - b. Responsibility for the proper care of City equipment.

EMPLOYEE ACKNOWLEDGMENT

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

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

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

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

Signatures:

Engineering Manager

Date

Print Name: _____

Public Works Director

Date



Engineer III

DEPARTMENT: Public Works
DIVISION: Engineering
SUPERVISOR: Engineering Manager
CLASSIFICATION: Exempt (Not Eligible for overtime)
UNION: No
CONFIDENTIAL: No

POSITION SUMMARY

Provide effective direction, control, and management over key engineering functions including utilities and infrastructure engineering, transportation engineering, construction management, and development review. Performs advanced level professional civil engineering work in design, review, planning, construction, and maintenance of public works projects. including street improvements, sanitary sewer, stormwater, water system improvements, and transportation systems.

SUPERVISION RECEIVED

Work is performed under the general direction and supervision of the Engineering Manager, but considerable leeway is granted for the exercise of independent judgement and initiative.

SUPERVISION EXERCISED

May exercise general oversight over temporary and technical Engineering Division staff in the planning, design, construction, and maintenance of streets, sidewalks, water and sewage systems, drainage structures, transportation facilities, and other public works.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following, but are not limited to:

- Prepares and oversees the preparation of engineering designs, specifications, and cost estimates for a wide variety of capital improvement projects.
- Performs advanced professional engineering in connection with municipal public works projects. Plans, schedules, and coordinates work on major or complex engineering projects.
- Signs plans for public works improvements.
- Stamps engineering plans for work designed in-house.
- Meets and confers with developers, contractors, engineers, and the general public relative to City policies, regulations, and procedures.
- Ensures the effective coordination of work and project development between engineering/design components and the operations/maintenance components.
- Develops and maintains City specifications for use on City infrastructure projects.
- Verifies the work of technical staff for accuracy, proper work methods, techniques, and compliance with applicable standards and specifications.
- Prepares and oversees the preparation of engineering reports concerning traffic related complaints and problems.
- Reviews a variety of construction plans, maps, reports, applications, and various development and construction agreements. Determines design procedures; interprets the application of design criteria.

- Checks plans and specifications for accuracy and completeness of design. Prepares preliminary and final project cost estimates.
- Coordinates engineering work with other City divisions, consultants, developers, and property owners.
- Reviews development plans and capital improvement plans and makes recommendations regarding design, constructability, maintenance, and traffic related issues; meets with developers and consultants to resolve issues.
- Participates on a project development team for City projects including engineering and road construction plans and specifications.
- Oversees and performs field engineering and inspection of all engineering and public works related projects and improvements.
- Assists in the planning, organizing, and administering municipal infrastructure in the functional areas of capital project design, construction, and traffic engineering, while providing technical assistance and administration to engineering staff, outside consultants, developers, agencies, commissions, and City Council.
- Performs engineering studies to determine the feasibility of proposed projects or methods, evaluation of ongoing projects, or to determine solutions for existing field problems. Assesses the feasibility and soundness of proposed engineering evaluation tests, products, or equipment. Assembles, analyzes, and evaluates data, makes recommendations, and provides technical guidance based on findings, and prepares technical reports.
- Oversees and participates in conducting routine and periodic inspections of new construction to ensure compliance with approved plans and specifications. Inspects materials, equipment, and methods used for quality and compliance with specifications.
- Enforces ordinance regulations by investigating complaints of alleged violations in the public rights-of-way that pertain to construction. Works with citizens and businesses to achieve compliance.
- Performs complex civil engineering design work, calculates construction quantities, and prepares engineering and construction estimates. Coordinates the preparation of, or develops engineering plans and specifications, coordinates required advertising for bids, reviews construction bids and makes necessary recommendations based on lowest and best bids, competency of vendors and consultants, and the selection criteria.
- Provides professional engineering advice to supervisors and other officials. Makes presentations to the City Council, boards, commissions, civic groups, and the general public.
- Prepares or assists in the evaluation of the impacts of development proposals, permits, rezones, plats, etc. on traffic and transportation facilities, water, sanitary sewer, and storm drainage systems. Prepares traffic, utility, and other studies and reports.
- Assists in developing and implementing program and strategic planning. Assists in administering and monitoring budgets, and justifications for budgetary recommendations and adjustments. Participates in forecasting additional funds for staffing and resources.
- Provides expert guidance and project information to other agencies. Represents the City to the general public, other agencies, governments, private developers, community advisory boards, and consultants including making presentations, participating in meetings, planning and coordinating activities, and resolving issues.
- Responds to and resolves confidential and sensitive inquiries; Investigates complaints from property owners, businesses, and the general public regarding engineering projects, and recommends corrective actions as necessary.

- Performs other duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- Bachelor's degree from a four-year college or university in civil engineering or a closely related field.
- Minimum of six years of experience or an equivalent of seven to ten years of qualifying education, training, and/or experience.
- Must possess a current Professional Civil Engineer license (PE), from the State of Oregon.

KNOWLEDGE, SKILLS, & ABILITIES

- Thorough knowledge of civil engineering principles, practices, and methods as applicable to a municipal setting; considerable knowledge of applicable City policies, laws, and regulations affecting Division activities.
- Considerable skill in arriving at cost estimates on complex projects; skill in operating the listed tools and equipment; management skills necessary to effectively manage the work of assigned staff and outside contractors; interpersonal and communication skills necessary to tactfully enforce contractor's compliance with plans and specifications, while maintaining satisfactory relationships with contractors and their employees, as well as to interact tactfully and effectively with the general public.
- Ability to communicate effectively, orally and in writing, with employees, consultants, other governmental agency representatives, City officials, and the general public; ability to conduct necessary engineering research and compile comprehensive reports.
- Excellent verbal and communication skills.
- Knowledge of the principles and practices of civil engineering and its application to municipal public works and construction.
- Knowledge of laws, rules, regulations, ordinances, and collective bargaining agreements affecting City policies and operations.
- Knowledge of public works contract administration including contract preparation, contractor selection, administration of contract work, change orders, disputes, claims, equal opportunity, and closing of contracts.
- Knowledge of complex design and drafting methods, software, and equipment.
- Performs the most difficult engineering assignments that require a high level of responsibility, is fully trained in all procedures directly related to the assigned work, and is often considered the subject matter expert.
- Ability to address issues and problems that are highly complex, varied, and have competing importance, outcomes, and impacts to the organization.
- Ability to receive work assignments in the form of objectives, priorities, and deadlines.
- Capable of performing duties independently and exhibits skills that allow the incumbent to take on land development, including planning and analysis of engineering systems needed for the use of land including streets, highways, sewage, water facility, storm drain, grading, land use, and utilities.
- Civil engineering applied to estimates, studies, technical reports, design, plans, specifications, and professional recommendations for a variety of engineering activities.
- Construction including survey, inspection, and public works contract administration procedures, and engineering materials and methods.

- o. Public works contract administration including contract preparation, contractor selection, administration of contract work, change orders, disputes, claims, equal opportunity, and closing of contracts.
- p. Equipment and materials used in street construction and maintenance.
- q. Design and drafting methods, software, and equipment.
- r. Principles and practices of project management.
- s. Data gathering, analysis, and research.
- t. Lead, organize, supervise, and evaluate the work of staff.
- u. Independently plan, perform, and coordinate advanced level professional and technical engineering studies, computations, drawings, reports, and surveys.
- v. Interpret, apply, and ensure compliance with applicable policies, procedures, laws, and regulations.
- w. Management and administration of construction and engineering contracts.
- x. Write clear, concise, and accurate technical and non-technical reports, correspondence, and memoranda; prepare reports, agreements, and accurate records.
- y. Prepare accurate plans, specifications, cost estimates, and engineering reports and make accurate engineering computations and drawings.
- z. Learn and use complex software programs and systems, especially as required for engineering design and construction.
- aa. Analyze problems, identify alternative solutions, assess consequences of proposed actions, and implement recommendations; analyze and interpret data; draw valid conclusions; develop reports.
- bb. Explain complicated technical matters in non-technical terms.
- cc. Adapting to changing, intensive deadlines.
- dd. Performing highly detailed work.
- ee. Use math and perform complex scientific and mathematical computations.

SPECIAL REQUIREMENTS

- Must possess a valid state driver's license or ability to obtain one prior to employment. Must be able to maintain a satisfactory driving record.
- Must be physically capable of moving about on construction work sites and under adverse field conditions. (Reasonable accommodations may be made to enable individuals with disabilities to appropriately access construction work sites.)

TOOLS AND EQUIPMENT USED

Personal computer, including word processing, spreadsheet, and data base and computer-aided-design software; standard drafting tools; surveying equipment including level, theodolite, and electronic distance measuring devices; motor vehicle; phone; mobile radio.

PHYSICAL DEMANDS

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

- **Physical Demands:** While performing the duties of this job, the employee is occasionally required to stand or sit; walk, use hands to finger, handle, feel or operate objects, tools, or controls; and reach

with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk or hear. The employee must occasionally push, pull, lift and/or move up to 20 pounds.

- **Vision:** Vision sufficient to read small print, computer screens, and other printed documents. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth vision, depth perception, and the ability to adjust focus.
- **Mobility:** Incumbents require sufficient mobility to work in an office setting and operate office equipment. Some outdoor work is required to inspect various developments and construction sites. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

WORKING ENVIRONMENT

- **Environment:** Normal office setting with some travel for meetings or inspections. The noise level in the work environment is usually quiet in the office and moderate to very loud in the field.
- **Working Conditions:**
 - a. Position has normal business hours. Occasional attendance at evening meetings required.
 - b. Adverse working conditions include exposure to seasonal weather changes including working in inclement weather.
- **Resource Accountability:**
 - a. Records maintained include accountability for files relating to projects such as: improvement agreements, security documents, engineering plans, specifications related to developments, as-built drawings, and program records.
 - b. Responsibility for the proper care of City equipment.

EMPLOYEE ACKNOWLEDGMENT

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

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

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

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

Signatures:

Engineer III

Date

Print Name: _____

Engineering Manager

Date



Water Quality Manager

DEPARTMENT: Public Works
DIVISION: Water Quality
SUPERVISOR: Public Works Director
CLASSIFICATION: Exempt (not overtime eligible)
UNION: No
CONFIDENTIAL: Yes

POSITION SUMMARY

The Water Quality Division Manager is responsible for the daily operation, maintenance, and supervision of personnel at the Water Filtration Facility, Wastewater Treatment Plant, and all other facilities in connection with wastewater operations.

SUPERVISION RECEIVED

Works under the direction and supervision of the Public Works Director.

SUPERVISION EXERCISED

Exercises close supervision over water/wastewater treatment plant operators, facilities, and systems.

ESSENTIAL JOB FUNCTIONS include the following, but are not limited to:

- Operates and maintains the Wastewater Treatment Plant and sanitary sewer lift stations to control flow and processing of wastewater, sludge, and effluent to meet NPDES and other local, state, and federal regulations. Act as Department of Environmental Quality (DEQ) Supervisor of Record for wastewater treatment and collection systems.
- Operates and maintains the Water Filtration Facility to produce high quality water that meets local, state, and federal regulations. Oregon Health Authority (OHA) Direct Responsible Charge (DRC) for the Water Filtration Facility.
- Oversees the analysis of water, wastewater, and sludge samples to provide data for the efficient operation of the treatment plants, as well as compliance with federal, state, and local regulations, with the use of in-house and outside labs.
- Analyzes annual operating costs and makes recommendations for department budgets.
- Plans, schedules, and implements maintenance and operation personnel and activities as they have to do with the operation of the Water Filtration Facility, the Wastewater Treatment Plant, and the sanitary sewer lift stations.
- Trains, supervises, and disciplines employees performing the duties of operations, maintenance, construction, and repair of the associated facilities.
- Supervises the control and use of, and assumes responsibility for all equipment materials, and supplies used in the maintenance, construction, and repair of the Water Filtration Facility, Wastewater Treatment Plant, and lift stations.
- Conducts individual projects, such as projections, proposals, or facility research, along with ongoing operations duties.

- Must be able to perform all duties of an operator.
- Required to work weekends and be on call.
- Participates in short- and long-term planning of capital improvement projects.
- First point of contact with DEQ and other regulatory agencies on wastewater issues and OHA on water treatment issues.
- Operates a variety of power construction and maintenance equipment used in the department.
- Serves on various employee or other committees as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- a. Graduation from a four-year college or university with a Bachelor's degree in a science related field.
- b. Five (5) years of experience relating to the construction, repair, and maintenance of a Level IV wastewater treatment system including the operation of related maintenance equipment.
AND,
- c. Five (5) years of experience relating to the operation, repair, and maintenance of a Level II Water Treatment Plant.
- d. Training or experience in micro-fiber filtration facilities, technologies, or processes.
- e. Any combination of training, education and experience which demonstrates an ability to perform the duties of the position.

KNOWLEDGE, SKILLS, AND ABILITIES

- a. Thorough knowledge of equipment, facilities, materials, methods, and procedures used in Level IV wastewater treatment systems, connection, and repair: considerable knowledge of wastewater treatment plant operation and maintenance.
- b. Ability to interpret specific chemical and biological analyses; ability to guide, direct and motivate employees; ability to organize and supervise the activities of operators performing maintenance work; ability to communicate effectively, verbally and in writing; ability to establish and maintain effective working relationships with employees, other departments, and the public.
- c. Knowledge of modern water treatment methods, theories, and practices.
- d. Knowledge of safe drinking water regulations.

SPECIAL REQUIREMENTS

- a. Valid state driver's license, or ability to obtain one.
- b. Wastewater Treatment Operator Grade Level III, and ability to obtain Level IV.
- c. Wastewater Collection Operator Grade Level II, and ability to obtain Level III.
- d. Water Treatment Operator Grade I, and ability to obtain Level II.

TOOLS AND EQUIPMENT USED

Motor vehicle, generators, pumps, gauges, common hand and power tools, variety of laboratory equipment, detection devices, mobile radio, phone, personal computer including Microsoft Word, Excel, Power Point, and other software, copy and fax machine.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee frequently is required to stand and talk or hear. The employee is occasionally required to walk; sit; climb or balance; stoop, kneel, crouch, or crawl; and smell.

Capacity for sustained attention to functioning machinery and equipment. Good sensory perception to monitor plant machinery and operations visually, audibly, by smell, and by touch (for temperature and vibration) on an ongoing basis.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

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

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee occasionally works near moving mechanical parts and is occasionally exposed to wet and/or humid conditions and vibration. The employee occasionally works in high, precarious places and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and risk of electrical shock.

The noise level in the work environment is usually loud in field settings, and moderately quiet in office settings.

EMPLOYEE ACKNOWLEDGMENT

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

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

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

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

Signatures:

Water Quality Manager

Date

Print Name: _____

Public Works Director

Date



Facilities Maintenance Supervisor

DEPARTMENT: Public Works
DIVISION: Facilities and Joint Maintenance
SUPERVISOR: Public Works Director
CLASSIFICATION: Exempt (not overtime eligible)
UNION: No
CONFIDENTIAL: Yes

POSITION SUMMARY

The Facilities Maintenance Supervisor is responsible for city-wide building management and maintenance work involving the upkeep, repair, renovation, and construction of all city facilities and the public works fleet including heavy equipment, motor vehicles, and the city fleet parts inventory. Leads, directs, and supervises the daily activities, functions, and operations of assigned staff in the Facilities & Joint Maintenance division. Establishes work priorities and adjusts schedules as needed to meet objectives. Directs, monitors, and supervises all assigned staff to ensure services are being performed as specified, conducts field visits and spot checks of work being performed. Monitors safety practices of assigned staff and conducts evaluation and training when necessary.

SUPERVISION RECEIVED

Works under the direction and guidance of the Public Works Director.

SUPERVISION EXERCISED

Exercises supervision over all Facilities and Joint Maintenance staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following, but are not limited to:

- Supervises and plans work schedules; selects, trains and monitors work performance of assigned personnel; performance appraisals for personnel in assigned division.
- Schedules and conducts training and safety meetings for assigned personnel.
- Supervises and manages janitorial services, maintenance, repair, cleaning, and replacement of City facilities and fleet equipment/inventory by insuring a clean and safe facilities.
- Performs a variety of operational safety tests and adjusts operating equipment and methods to ensure compliance with local, state, and federal requirements.
- Determines and recommends equipment, materials, safety needs, devices, and/or equipment for assigned operation, maintenance, and improvement projects.
- Inspects and evaluates work in progress and upon completion.
- Reads and interprets maps, diagrams, schematics, contracts, and work orders.
- Troubleshoots and diagnoses problems and plans and implements efficient and effective solutions.
- Monitors and assists with the Division's budget by researching and making recommendations for budget expenditures.

- Prepares purchase orders; orders Division's supplies and materials; completes relevant department reports and maintains other work-related records as needed.
- Supervises, and directs a variety of light and heavy equipment including, but not limited to, tractors, dump trucks, backhoes, forklifts, and bucket trucks.
- Oversees and supervises various activities, including painting and repair of both interior and exterior of City buildings.
- Coordinates the use of equipment and procurement of materials for assigned jobs.
- Plans review of upcoming City projects, works with City staff and contractors throughout projects.
- Oversees contractors performing work on City facilities.
- Supervises building repair and maintenance tasks, including general carpentry work, painting, concrete, welding, plumbing, and building electrical systems.
- Provides timely and responsive actions to internal/external customer questions, concerns, complaints, and claims related to City buildings/facilities.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- a. Associate degree; AND/OR
- b. Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying.
- c. Equivalent to completion of five (5) years of increasingly responsible experience in public works, maintenance, fleet management, janitorial services, repair, and operations including three (3) years of lead experience.

KNOWLEDGE, SKILLS, AND ABILITIES

- a. Methods, equipment, and materials used to maintain public facilities and infrastructure.
- b. Types and levels of maintenance and repair functions performed in public works operations.
- c. Materials and supplies needed for completion of public works maintenance projects.
- d. Occupational hazards and standard safety precautions and practices.
- e. Recordkeeping principles and procedures.
- f. Principles and practices of budget development and administration.
- g. Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- h. Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- i. Modern equipment and communication tools used for business functions and program, project, and task coordination.
- j. Computers and software programs to conduct, compile, and/or generate documentation.

SPECIAL REQUIREMENTS

- Must possess a valid state driver's license or ability to obtain one prior to employment. Must be able to maintain a satisfactory driving record.
- A CDL is highly desirable.
- AED/CPR certificate, or the ability to obtain one within 6 months of hire.

TOOLS AND EQUIPMENT USED

- Ability to operate a lift, and small hand tools, chainsaw, shovel, two-way radio, telephone, computer, measuring devices; ability to drive a vehicle to and from various work sites.
- Steel-toed leather boots, steel-toed rubber boots, gloves, eye protection, head protection, safety vest, and ear protection.

PHYSICAL DEMANDS

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

- **Physical Demands:** While performing the duties of this job, the employee is occasionally required to stand or sit; walk, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk or hear. The employee must occasionally push, pull, lift and/or move up to 20 pounds.
- **Vision:** Vision sufficient to read small print, computer screens, and other printed documents. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth vision, depth perception, and the ability to adjust focus.
- **Mobility:** Incumbents require sufficient mobility to work in an office setting and operate office equipment. Some outdoor work is required to inspect various land use developments and construction sites. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

WORK ENVIRONMENT

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

- **Environment:** Employees work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. May be required to wear respiratory equipment. Employees may

interact with members of the public or with staff under emotionally stressful conditions while interpreting and enforcing departmental policies and procedures.

- **Working Conditions:** Position has normal business hours. Occasional attendance at evening meetings required.
- **Resource Accountability:**
 - a. Records maintained include accountability for files relating to projects such as: improvement agreements, security documents, engineering plans, specifications related to developments, as-built drawings, and program records.
 - b. Responsibility for the proper care of City equipment.

EMPLOYEE ACKNOWLEDGMENT

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

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

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

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

Signatures:

Facilities Maintenance Supervisor

Date

Print Name: _____

Public Works Director

Date



St. Helens, OR

Item #20.

Expense Approval Register

Packet: APPKT00469 - AP 12.2.2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 202 - COMMUNITY DEVELOPMENT					
OREGON DEPARTMENT OF ST...	12.2.2021	12/02/2021	SUBMERGED AND SUBMERSIB...	202-721-52054	9,083.00
Fund 202 - COMMUNITY DEVELOPMENT Total:					9,083.00
Grand Total:					9,083.00

Fund Summary

Fund	Expense Amount
202 - COMMUNITY DEVELOPMENT	9,083.00
Grand Total:	9,083.00

Account Summary

Account Number	Account Name	Expense Amount
202-721-52054	Offshore Lease	9,083.00
Grand Total:		9,083.00

Project Account Summary

Project Account Key	Expense Amount
None	9,083.00
Grand Total:	9,083.00



St. Helens, OR

Expense Approval Register

Packet: APPKT00467 - 12.3.2021 AP

Item #20.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
AMY LINDGREN LAW LLC	509	11/29/2021	JUDICIAL SERVICES	100-704-52019	5,000.00
SAN DIEGO POLICE EQUIPMEN...	649590	11/29/2021	FED T223E CF	100-705-52001	3,298.80
TYLER TECHNOLOGIES INC	025-358241	11/30/2021	MAINT / ANNUAL FEES	100-704-52019	5,092.45
TYLER TECHNOLOGIES INC	025-358241	11/30/2021	MAINT / ANNUAL FEES	100-707-52019	20,093.53
SIERRA SPRINGS	21814586 111321	11/30/2021	WATER BOTTLED COURT / UB ...	100-715-52001	26.74
WEX BANK	76016650	11/30/2021	POLICE FUEL PURCHASES	100-705-52022	5,564.15
WEX BANK	76016650	11/30/2021	BUILDING FUEL PURCHASES 2...	100-711-52022	154.69
DAHLGREN'S DO IT BEST BUIL...	11.24.21	12/01/2021	BUILDING SUPPLIES ACCT 100...	100-705-52001	351.89
DAHLGREN'S DO IT BEST BUIL...	11.24.21	12/01/2021	BUILDING SUPPLIES ACCT 100...	100-705-52001	-319.90
DAHLGREN'S DO IT BEST BUIL...	11.24.21	12/01/2021	BUILDING SUPPLIES ACCT 100...	100-709-52001	37.94
AT&T MOBILITY	11232021	12/01/2021	287302289330 POLICE PHONES	100-705-52010	1,666.09
NET ASSETS	95-202111	12/01/2021	ESCROW TITLE SERVICES	100-707-52019	518.00
VERIZON	9893307291	12/01/2021	CRYSTAL KING	100-701-52010	46.15
VERIZON	9893307291	12/01/2021	CRYSTAL KING	100-701-52010	40.09
VERIZON	9893307291	12/01/2021	MAYOR SCHOLL IPAD	100-703-52001	40.01
VERIZON	9893307291	12/01/2021	PD JETPACK1	100-705-52010	40.01
VERIZON	9893307291	12/01/2021	PD JETPACK2	100-705-52010	40.01
VERIZON	9893307291	12/01/2021	CAMERON PAGE	100-708-52010	36.15
VERIZON	9893307291	12/01/2021	TORY SHELBY	100-708-52010	36.15
VERIZON	9893307291	12/01/2021	RECREATION CENTER	100-709-52010	163.24
VERIZON	9893307291	12/01/2021	RECREATION CENTER	100-709-52010	49.96
VERIZON	9893307291	12/01/2021	REC PHONE	100-709-52010	37.00
VERIZON	9893307291	12/01/2021	JOHN HICKS	100-711-52010	49.96
VERIZON	9893307291	12/01/2021	DARIN COX - BUILDING DEPT I...	100-711-52010	59.96
VERIZON	9893307291	12/01/2021	BUILDING DEPT IPAD	100-711-52010	40.01
VERIZON	9893307291	12/01/2021	CONSTRUCTION INSPECTOR	100-711-52010	1,261.95
VERIZON	9893307291	12/01/2021	MIKE DEROIA	100-711-52010	73.36
STUDIO SIGNS & PICTORIAL DI...	INV0002203	12/01/2021	DOWN PAYMENT DOOR SIGN	100-715-52023	425.00
ERSKINE LAW PRECTICE LLC	12.2.21	12/02/2021	11/16-11/30	100-704-52019	2,085.65
NICOLE WOODRUFF - AP	12.2.21	12/02/2021	REIMB COVID MASKS	100-706-52001	9.70
MIDWEST TAPE	501126454	12/02/2021	DVD / ABD 2000010011	100-706-52034	23.24
MIDWEST TAPE	501126455	12/02/2021	DVD / ABD 2000010011	100-706-52034	86.20
MIDWEST TAPE	501260295	12/02/2021	DVD / ABD 2000010011	100-706-52034	69.23
MIDWEST TAPE	50129704	12/02/2021	DVD / ABD 2000010011	100-706-52035	79.97
MIDWEST TAPE	501320942	12/02/2021	DVD / ABD 2000010011	100-706-52034	14.99
GOVERNMENT ETHICS COMMI...	AIE14801	12/02/2021	ANNUAL BILLING	100-703-52018	768.35
RACHAEL BARRY -	12.3.21	12/03/2021	HOUSING FORECAST EVENT RI...	100-701-52018	49.00
CBM SYSTEMS LLC	221302	12/03/2021	JANITORIAL SERVICES	100-705-52023	1,019.95
CBM SYSTEMS LLC	221302	12/03/2021	JANITORIAL SERVICES	100-706-52023	2,000.00
CBM SYSTEMS LLC	221302	12/03/2021	JANITORIAL SERVICES	100-708-52023	127.85
CBM SYSTEMS LLC	221302	12/03/2021	JANITORIAL SERVICES	100-709-52023	152.76
CBM SYSTEMS LLC	221302	12/03/2021	JANITORIAL SERVICES	100-715-52023	1,269.80
MIDWEST TAPE	501320943	12/03/2021	DVD / ABD 2000010011	100-706-52035	19.99
INGRAM LIBRARY SERVICES	55535667	12/03/2021	BOOKS 20C7921	100-706-52033	30.10
INGRAM LIBRARY SERVICES	55535667	12/03/2021	55159533 CREDIT	100-706-52035	-21.99
INGRAM LIBRARY SERVICES	55535668	12/03/2021	BOOKS 20C7921	100-706-52035	233.80
INGRAM LIBRARY SERVICES	55728280	12/03/2021	BOOKS 20C7921	100-706-52033	390.85
INGRAM LIBRARY SERVICES	55728282	12/03/2021	BOOKS 20C7921	100-706-52033	8.78
TRUIVIEW BSI	7082	12/03/2021	PACKAGE BEST PRACTICES	100-702-52019	282.90
Fund 100 - GENERAL FUND Total:					52,624.51
Fund: 201 - VISITOR TOURISM					
E2C	4449	11/29/2021	MONTHLY MARKETING TINA ...	201-000-52019	10,000.00
CITY OF ST. HELENS	INV0002202	11/29/2021	01-00178-001 MASONIC BUILD..	201-000-52003	47.83

Expense Approval Register

Packet: APPKT004

Item #20.

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MASONIC BUILDING LLC	11.15.2021	12/02/2021	LEASE PAYMENT SEPT	201-000-52028	3,000.00
MASONIC BUILDING LLC	12.2.2021	12/03/2021	YEARLY PARKING LOT LEASE	201-000-52028	765.78
Fund 201 - VISITOR TOURISM Total:					13,813.61
Fund: 202 - COMMUNITY DEVELOPMENT					
JORDAN RAMIS PC ATTORNEYS..	183421	11/29/2021	GENERAL ENVIRONMENTAL	202-721-52019	9,406.50
JORDAN RAMIS PC ATTORNEYS..	183422	11/29/2021	CASCADES V COMFORT CONS...	202-721-52019	105.00
MAUL FOSTER ALONGI INC	44197	12/03/2021	GOVERNANCE AND PUBLIC EN...	202-721-52019	261.25
MAUL FOSTER ALONGI INC	44197	12/03/2021	ROSS ROAD PROPERTY DEVEL...	202-721-52019	4,395.00
MAUL FOSTER ALONGI INC	44197	12/03/2021	BWP ON CALL SERVICES	202-722-52019	2,361.65
MAUL FOSTER ALONGI INC	44197	12/03/2021	WWTP LAGOON ON CALL SERV..	202-726-52019	1,761.25
Fund 202 - COMMUNITY DEVELOPMENT Total:					18,290.65
Fund: 203 - COMMUNITY ENHANCEMENT					
CARLOS M SPISAK	11.29.21	11/29/2021	TEEN GAMING NIGHT	203-709-52028	140.00
ELIZABETH A FOURNIER	12.3.21	12/03/2021	DANCE CLASSES REC	203-709-52028	4,200.00
Fund 203 - COMMUNITY ENHANCEMENT Total:					4,340.00
Fund: 205 - STREETS					
DAVID EVANS AND ASSOCIATE...	498336	11/29/2021	COLUMBIA BLVD. SIDEWALK R...	205-000-53001	156.48
Fund 205 - STREETS Total:					156.48
Fund: 301 - STREETS SDC					
DAVID EVANS AND ASSOCIATE...	498336	11/29/2021	COLUMBIA BLVD. SIDEWALK R...	301-000-53001	156.48
Fund 301 - STREETS SDC Total:					156.48
Fund: 302 - WATER SDC					
KELLER ASSOCIATES, INC	0213052	11/29/2021	WATER MASTER PLAN W-474 ...	302-000-52019	12,928.10
Fund 302 - WATER SDC Total:					12,928.10
Fund: 303 - SEWER SDC					
KELLER ASSOCIATES, INC	0213043	11/29/2021	SANITARY SEWER MASTER PL...	303-000-52019	4,072.78
Fund 303 - SEWER SDC Total:					4,072.78
Fund: 304 - STORM SDC					
KELLER ASSOCIATES, INC	0213042	11/29/2021	STORMWATER MASTER PLAN ...	304-000-52019	4,557.47
Fund 304 - STORM SDC Total:					4,557.47
Fund: 601 - WATER					
OREGON DEPARTMENT OF RE...	L0649609248	11/29/2021	HAZARDOUS SUB FEE 1215 4T...	601-732-52001	297.00
DAHLGREN'S DO IT BEST BUIL...	11.24.21	12/01/2021	BUILDING SUPPLIES ACCT 100...	601-731-52001	18.54
VERIZON	9893307291	12/01/2021	JOHN SAVAGE	601-732-52010	46.77
CITY OF COLUMBIA CITY	11.29.21	12/02/2021	001754-001	601-732-52003	89.93
CITY OF COLUMBIA CITY	11.26.21	12/03/2021	001754-001	601-732-52003	84.93
Fund 601 - WATER Total:					537.17
Fund: 603 - SEWER					
ALLSTREAM	17859174	11/30/2021	ALLSTREAM PHONE ACCT 754...	603-736-52010	24.84
ALLSTREAM	17859174	11/30/2021	ALLSTREAM PHONE ACCT 754...	603-737-52010	24.83
COLUMBIA COUNTY CLERK	12.1.21	12/01/2021	RECORDING FEE	603-735-52019	76.00
VERIZON	9893307291	12/01/2021	AARON KUNDERS	603-736-52010	12.05
VERIZON	9893307291	12/01/2021	STEWART HARTLEY	603-736-52010	12.04
VERIZON	9893307291	12/01/2021	SAM ORTIZ	603-736-52010	16.64
VERIZON	9893307291	12/01/2021	AARON KUNDERS	603-737-52010	12.04
VERIZON	9893307291	12/01/2021	STEWART HARTLEY	603-737-52010	12.05
VERIZON	9893307291	12/01/2021	SAM ORTIZ	603-737-52010	16.67
VERIZON	9893307291	12/01/2021	STEWART HARTLEY	603-738-52010	12.06
VERIZON	9893307291	12/01/2021	SAM ORTIZ	603-738-52010	16.65
VERIZON	9893307291	12/01/2021	AARON KUNDERS	603-738-52010	12.06
CBM SYSTEMS LLC	221302	12/03/2021	JANITORIAL SERVICES	603-736-52023	233.22
Fund 603 - SEWER Total:					481.15
Fund: 702 - INFORMATION SYSTEMS					
SOLUTIONS YES	INV296878	11/29/2021	CONTRACT C11782-01 CITY HA...	702-000-52006	31.15
CENTURY LINK	11.17.21	11/30/2021	025B	702-000-52010	39.77
CENTURY LINK	11.17.21	11/30/2021	369B	702-000-52010	40.51
ALLSTREAM	17859174	11/30/2021	ALLSTREAM PHONE ACCT 754...	702-000-52010	52.08

Expense Approval Register

Packet: APPKT004

Item #20.

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INFLOW COMMUNICATIONS I...	18176	11/30/2021	MITEL SUPPORT RENEWAL	702-000-52010	2,798.00
COMCAST	11.21.21	12/01/2021	COMCAST CABLE 8778108990...	702-000-52003	1,624.25
U.S BANK EQUIPMENT FINANCE	458400116	12/01/2021	CONTRACT PAYMENT EQUIPM...	702-000-52006	156.46
VERIZON	9893307291	12/01/2021	MATT FUNK	702-000-52010	100.23
Fund 702 - INFORMATION SYSTEMS Total:					4,842.45
Fund: 703 - PW OPERATIONS					
WEX BANK	76016650	11/30/2021	PW CHEROKEE 6555	703-734-52022	593.67
DAHLGREN'S DO IT BEST BUIL...	11.24.21	12/01/2021	BUILDING SUPPLIES ACCT 100...	703-734-52001	32.74
VERIZON	9893307291	12/01/2021	SHARON DARROUX	703-733-52010	58.59
VERIZON	9893307291	12/01/2021	TIM UNDERWOOD	703-733-52010	49.96
VERIZON	9893307291	12/01/2021	BUCK TUPPER	703-734-52010	49.96
VERIZON	9893307291	12/01/2021	ENG. STAFF	703-734-52010	49.96
VERIZON	9893307291	12/01/2021	PW SPARE 3	703-734-52010	40.01
VERIZON	9893307291	12/01/2021	SCOTT HARRINGTON	703-734-52010	18.18
VERIZON	9893307291	12/01/2021	MOUHAMAD ZAHER	703-734-52010	49.96
VERIZON	9893307291	12/01/2021	PW SPARE2	703-734-52010	40.01
VERIZON	9893307291	12/01/2021	PW SPARE 4	703-734-52010	40.01
VERIZON	9893307291	12/01/2021	CURT LEMONT	703-734-52010	18.18
VERIZON	9893307291	12/01/2021	DAVE ELDER	703-734-52010	49.96
VERIZON	9893307291	12/01/2021	SCOTT WILLIAMS	703-734-52010	49.96
VERIZON	9893307291	12/01/2021	ROGER STAUFFER	703-734-52010	444.94
VERIZON	9893307291	12/01/2021	ETHAN STERLING	703-734-52010	49.96
VERIZON	9893307291	12/01/2021	BRETT LONG	703-734-52010	49.96
VERIZON	9893307291	12/01/2021	PW SPARE	703-734-52010	40.01
Fund 703 - PW OPERATIONS Total:					1,726.02
Fund: 704 - FACILITY MAJOR MAINTNANCE					
SCAPPOOSE SAND AND GRAVE...	T58275	11/30/2021	SOIL	704-000-53027	413.65
DAHLGREN'S DO IT BEST BUIL...	11.24.21	12/01/2021	BUILDING SUPPLIES ACCT 100...	704-000-53017	25.99
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					439.64
Fund: 706 - PUBLIC SAFETY					
HALEY & ALDRICH INC	0009011809	11/30/2021	PUBLIC SAFETY BUILDING GEO ...	706-000-52019	24,300.00
DONOVAN ENTERPRISES INC	1418	12/03/2021	COUNCIL WORK SESSION	706-000-52019	1,570.88
Fund 706 - PUBLIC SAFETY Total:					25,870.88
Grand Total:					144,837.39

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	52,624.51
201 - VISITOR TOURISM	13,813.61
202 - COMMUNITY DEVELOPMENT	18,290.65
203 - COMMUNITY ENHANCEMENT	4,340.00
205 - STREETS	156.48
301 - STREETS SDC	156.48
302 - WATER SDC	12,928.10
303 - SEWER SDC	4,072.78
304 - STORM SDC	4,557.47
601 - WATER	537.17
603 - SEWER	481.15
702 - INFORMATION SYSTEMS	4,842.45
703 - PW OPERATIONS	1,726.02
704 - FACILITY MAJOR MAINTNANCE	439.64
706 - PUBLIC SAFETY	25,870.88
Grand Total:	144,837.39

Account Summary

Account Number	Account Name	Expense Amount
100-701-52010	Telephone	86.24
100-701-52018	Professional Development	49.00
100-702-52019	Professional Services	282.90
100-703-52001	Operating Supplies	40.01
100-703-52018	Professional Development	768.35
100-704-52019	Professional Services	12,178.10
100-705-52001	Operating Supplies	3,330.79
100-705-52010	Telephone	1,746.11
100-705-52022	Fuel	5,564.15
100-705-52023	Facility Maintenance	1,019.95
100-706-52001	Operating Supplies	9.70
100-706-52023	Facility Maintenance	2,000.00
100-706-52033	Printed Materials	429.73
100-706-52034	Visual Materials	193.66
100-706-52035	Audio Materials	311.77
100-707-52019	Professional Services	20,611.53
100-708-52010	Telephone	72.30
100-708-52023	Facility Maintenance	127.85
100-709-52001	Operating Supplies	37.94
100-709-52010	Telephone	250.20
100-709-52023	Facility Maintenance	152.76
100-711-52010	Telephone	1,485.24
100-711-52022	Fuel	154.69
100-715-52001	Operating Supplies	26.74
100-715-52023	Facility Maintenance	1,694.80
201-000-52003	Utilities	47.83
201-000-52019	Professional Services	10,000.00
201-000-52028	Projects & Programs	3,765.78
202-721-52019	Professional Services	14,167.75
202-722-52019	Professional Services	2,361.65
202-726-52019	Professional Services	1,761.25
203-709-52028	Projects & Programs	4,340.00
205-000-53001	Capital Outlay	156.48
301-000-53001	Capital Outlay	156.48
302-000-52019	Professional Services	12,928.10
303-000-52019	Professional Services	4,072.78
304-000-52019	Professional Services	4,557.47
601-731-52001	Operating Supplies	18.54
601-732-52001	Operating Supplies	297.00
601-732-52003	Utilities	174.86

Account Summary

Account Number	Account Name	Expense Amount
601-732-52010	Telephone	46.77
603-735-52019	Professional Services	76.00
603-736-52010	Telephone	65.57
603-736-52023	Facility Maintenance	233.22
603-737-52010	Telephone	65.59
603-738-52010	Telephone	40.77
702-000-52003	Utilities	1,624.25
702-000-52006	Computer Maintenance	187.61
702-000-52010	Telephone	3,030.59
703-733-52010	Telephone	108.55
703-734-52001	Operating Supplies	32.74
703-734-52010	Telephone	991.06
703-734-52022	Fuel	593.67
704-000-53017	Capital Outlay - Rec Center	25.99
704-000-53027	Capital Outlay - Campbell ...	413.65
706-000-52019	Professional Services	25,870.88
	Grand Total:	144,837.39

Project Account Summary

Project Account Key	Expense Amount
None	144,837.39
Grand Total:	144,837.39