



COUNCIL REGULAR SESSION

Wednesday, March 05, 2025 at 7:00 PM

COUNCIL MEMBERS:

Mayor Jennifer Massey
Council President Jessica Chilton
Councilor Mark Gundersen
Councilor Russell Hubbard
Councilor Brandon Sundeen

LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)
Website | www.sthelensoregon.gov
Email | kpayne@sthelensoregon.gov
Phone | 503-397-6272
Fax | 503-397-4016

AGENDA

CALL REGULAR SESSION TO ORDER

PLEDGE OF ALLEGIANCE

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

1. Agreement with Black and Veatch to Develop a Project Implementation Plan for pH Compliance Requirements for the City's National Pollutant Discharge Elimination System (NPDES) Permit
2. Contract with HASA, Inc. for Bulk Sodium Hypochlorite for the Wastewater Treatment Plant

CONSENT AGENDA FOR APPROVAL

3. City Council Minutes dated January 15, February 18, and February 19, 2025
4. OLCC Licenses
5. Staff Monthly Report Template and Staff Report (Item Specific) Template
6. Accounts Payable Bill Lists

WORK SESSION ACTION ITEMS

MAYOR MASSEY REPORTS

COUNCIL MEMBER REPORTS

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

OTHER BUSINESS

ADJOURN

VIRTUAL MEETING DETAILS

Join: <https://us02web.zoom.us/j/84850154114?pwd=DqL4jw4KWjSbAjsxVY0F02zBVRkYjJg.1>
Passcode: 849620
Phone one-tap: +16699009128

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

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

City of St. Helens

PERSONAL SERVICES AGREEMENT

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

RECITALS

A. The City is in need of personal services for NPDES (National Pollutant Discharge Elimination System) Permit required pH Compliance, and Contractor represents that it is qualified and prepared to provide such services.

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

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to meeting pH compliance deadlines and implementation, and Contractor accepts such engagement. The principal contact for Contractor shall be Evelyn Choudhary, phone 913 458-6103.

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

3. Term. Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on December 31, 2028. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

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

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer

expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City's travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor's cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

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

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

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

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

6. Document Ownership. Contractor shall retain all common law, statutory and other reserved rights, including copyrights, in all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement, except that all copies of such plans, designs, calculations and other documents and renditions provided to City shall become the property of City who may use them without Contractor's further permission for any lawful purpose related to the project. Upon execution of this agreement, Contractor grants to City an irrevocable, nonexclusive license to use Contractor's work products created through its services for the project. The license granted under this section permits City to authorize its contractors, subcontractors of any tier, consultants, subconsultants of any tier, and material or equipment suppliers, to reproduce applicable portions of the work products in performing services for the project. Any unauthorized use of Contractor's work product for purposes unrelated to the project shall be at City's sole risk and without liability to Contractor.

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

CITY: City of St. Helens

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

CONTRACTOR: **Black and Veatch**
Attn: David Carlson
701 Fifth Avenue, Suite 4200
Seattle, WA 98104

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

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

9. Insurance.

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

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

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

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

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

10. Termination.

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

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

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

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

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

10.1.5 If Contractor is in breach of this Agreement, and such breach is not remedied as contemplated by Section 10.2 of the Agreement.

10.2 Breach of Agreement

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

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

10.2.3 Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this Section 10.2, Contractor shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Contractor to resume those services after determining Contractor was not at fault, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

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

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

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

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

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

14. Indemnification.

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

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

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

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

16. Compliance with Law.

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

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

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

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

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

16.6 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a subcontractor by any person in connection with the Agreement as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the Agreement. The payment of a claim in the manner authorized hereby shall not relieve the Contractor from his/her or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

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

16.8 No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:

16.8.1 Either:

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

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

16.8.2 For all work performed on Saturday and on any legal holiday specified in ORS 279C.540;

16.8.3 Contractor shall pay employees for overtime work performed

under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

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

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

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

16.12 Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

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

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

16.15 If Contractor is a foreign contractor as defined in ORS 279A.120, Contractor shall comply with that section and the City must satisfy itself that the requirements of ORS 279A.120 have been complied with by Contractor before City issues final payment under this agreement.

16.16 If this Contract exceeds \$50,000, is not otherwise exempt, and includes work subject to prevailing wage, Contractor shall comply with ORS 279C.838, ORS 279C.840, and federal law.

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

16.18 Contractor shall ensure that any lawn and landscape maintenance, if

applicable, shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

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

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

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

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

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

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

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

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

21. Mediation/Dispute Resolution

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

arbitrator who shall be compensated equally by both parties. Venue for any arbitration shall be the City of St. Helens. Venue for any litigation shall be the Circuit Court for Columbia County.

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

23. Records, Inspection and Audit by the City.

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

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

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

23.4 This Section 23 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

24. Force Majeure. Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

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

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

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

CITY:

CONTRACTOR:

CITY OF ST. HELENS

Black and Veatch

Council Meeting Date: 3/5/25

Signature: _____

Signature: _____

Print: _____

Print: David Carlson

Title: _____

Title: Operations Director

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTACHMENT A Scope of Work

Attachment A –Scope of Services

The City of St. Helens (City) is regulated by the Oregon Department of Environmental Quality (DEQ) under the National Pollutant Discharge Elimination System (NPDES) permitting program. A compliance schedule was provided for meeting the new pH effluent requirements, with the first step being to provide DEQ a detailed **project implementation plan** with milestones to meet the new pH limit.

Black and Veatch (BV) will provide professional services to assist with the development of the detailed project implementation plan with milestones. The implementation plan will provide recommended milestones for the City to meet the new pH limit based on the updated DEQ NPDES permitting. BV will develop the recommended implementation plan through the scope listed below.

For this scope, a **pH management approach** refers to a category of methods for managing the system's pH, such as chemical dosing, pretreatment modifications, or nature-based solutions. A **pH management alternative** is a specific implementation option that further details the chosen management approach. A pH management approach could involve chemical dosing, while a pH management alternative would be the specific application of a specific chemical at the discharge point.

To create a reasonable and cost-effective implementation plan timeline for the City, BV recommends conducting an initial fatal flaw analysis to identify the preferred pH management approach. BV plans to evaluate approaches such as chemical dosing, pretreatment modifications, and nature-based solutions. This initial screening will help narrow the scope of the project implementation plan, resulting in a more realistic timeline for project execution and ensuring compliance.

Task 1. Project Management

BV will hold one 1-hour virtual project Kick-off Meeting with the City to discuss the preliminary analysis of the data, Flows and loads assumptions, and understand the project constraints and potential opportunities and challenges with a chemical dosing solution. BV will manage project billing and invoicing.

Task 2. Data Review, Modeling & Approach Evaluation

Data Review: BV will review available data relevant to the project, including data provided by the City prior to Pulp and Paper closure (prior to 2009) prior to kick-off meeting. Flow and load projections will be developed based on this data and anticipated future conditions. BV will develop flows and loads for current and future conditions of the plant. The future flows and loads from the Pulp and Paper industry will be determined in collaboration with City.

Preliminary Calculations & Modeling: The agreed upon flows and loads will be used to estimate pH adjustment chemical needs. BV will utilize a process model will be set-up to estimate usage (dosage) based on anticipated loading. BV will identify up to two (2) potential pH management approaches that can be implemented based on the current existing infrastructure, available metering data, and the BV proposed process model. These approaches are anticipated to include:

1. Chemical dosing
2. Nature-based solution

Fatal Flaw Analysis: BV will perform a comparison of the pH management approaches and their benefits and risks. Relative capital and operational cost will be considered in the Fatal Flaw analysis, however, detailed cost estimate and facility layout and location shall be performed as a next phase, upon conducting a site visit. The selected approach will be carried forward to Task 3: implementation plan.

Workshop: In a 1-hour virtual workshop, BV will present the findings to the City, BV will present the proposed approach(es) that is recommended to be used for the development of the project implementation plan.

Task 3. Project Implementation Plan

BV will develop the project implementation plan which will be a 2–3-page technical memorandum (TM). The TM will summarize the historical data review, flow/load projections, preliminary calculations, and approaches analyzed. BV will provide a project implementation plan that includes steps for implementation of the anticipated most viable approach. The plan is anticipated to include steps for implementation with estimated durations for each step and considerations that will guide potential unknowns in the plan. BV will present the

Project Deliverables

- Technical memorandum with project implementation plan

Scope Assumptions:

- Meetings will be held virtually.
- BV will limit the evaluation of options to the pH management approaches and will not define pH management alternatives (details of the selected approach) at this phase. This analysis will look at the overall feasibility of approach based on preliminary calculations which are anticipated to be further developed and defined during an alternatives analysis focused on one or more approaches.
- A mechanistic process model will be developed with a single dosing scenario analyzed. Future analyses will include more precise model calibration using additional data to refine the chemical dosing requirements.
- Project duration is anticipated to be a maximum of 2-months with the understanding that the compliance date is February 28, 2025 and the City has requested a 1-month extension.
No site visit or travel is included.

ATTACHMENT B INSURANCE REQUIREMENTS

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

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

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

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

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

Certificates of Insurance shall be forwarded to:

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

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

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

ATTACHMENT C Terms of Compensation

1. Attachment B –Level of Effort Estimate

Black & Veatch proposes to complete this work as detailed in Attachment A on a times and expenses basis summarized in the table below. The “not-to-exceed” amount of \$17,668 is based on this scope of work and will not be exceeded without approval and written authorization by the City of St. Helens.

Table 1. Fee Summary

	Hours	Labor	Travel Expenses	Field/Misc Expenses	Project Total
CONTRACT TOTALS IN USD \$:	\$ 75	\$ 17,668	\$ -	\$ -	\$ 17,668
Description					
Task 1					
Kick-off Meeting	4	\$ 1,001			\$ 1,001
Billing/Invoice/Etc.	6	\$ 1,102			\$ 1,102
Task 1 Subtotals	10	\$ 2,103			\$ 2,103
Task 2					
Data Review	13	\$ 3,085			\$ 3,085
Modeling & Preliminary Calcs	17	\$ 4,164			\$ 4,164
Fatal Flaw Analysis	13	\$ 3,220			\$ 3,220
Workshop	4	\$ 899			\$ 899
Task 2 Subtotals	47	\$ 11,368			\$ 11,368
Task 3					
Technical Memorandum - Implementation Plan	15	\$ 3,496			\$ 3,496
Workshop	3	\$ 701			\$ 701
Task 3 Subtotals	18	\$ 4,197			\$ 4,197

City of St. Helens

MATERIALS AND SERVICES CONTRACT

BETWEEN: City of St. Helens, a municipal corporation of the State of Oregon (“City”)
AND: HASA, Inc. (“Contractor”)
DATED: March 5, 2025

RECITALS

A. The City is in need of bulk Sodium Hypochlorite, and Contractor is qualified and prepared to provide materials and services to fill that need.

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

NOW, THEREFORE, the parties mutually agree as follows:

1. Engagement. The City hereby engages Contractor to furnish the materials (“Materials”) and services (“Services”) specified in Attachment A, Scope of Work, attached hereto and incorporated herein by reference, and Contractor accepts such engagement. The principal contact on behalf of Contractor shall be Scott Ellis, phone 360 355-4865.

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

3. Contract Documents.

3.1 The term “Contract” means this Material and Services Contract, the Scope of Work, the Insurance Requirements, and any specifications, quotation, extensions, amendments, exhibits, and other documents attached or incorporated by reference. Contract also includes any amendments or addenda issued by the City with the Request for Quotations.

3.2 This Contract shall constitute the entire agreement between the parties concerning the Materials and Services

3.3 Each party shall notify the other party of inconsistencies in the Contract. If inconsistencies occur, the document or provision that will result in a better quality of Good or Services shall have priority. Amendments shall have priority over all other Contract documents, including amendments of an earlier date. Specifications have priority over this form. This form and specifications have priority over the quotation. The City may issue a written interpretation to resolve any inconsistencies in the Contract Documents, which shall be binding on Contractor so long as such interpretation is reasonable.

3.4 If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

3.5 After this Contract is signed, the Contract may be changed only by written amendments signed by authorized representatives of both parties.

4. Specifications.

4.1 Non-Compliance. If any Materials or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to comply with applicable regulatory standards or the Contract specifications, Contractor shall immediately notify City of the recall or non-compliance, and shall provide copies of the recall notice or notice of non-compliance, as applicable, and all other supporting documentation for the recall or non-compliance determination. City may elect to (a) reject Materials in whole or in part, or (b) revoke its acceptance of Materials in whole or in part. If City rejects Materials or revokes its acceptance of Materials, Contractor shall remove the Materials from City's possession at no cost to City and shall reimburse City for all payments made for those Materials.

4.2 Standard Components. Unless specified otherwise in the Contract specifications, Contractor shall provide Materials with all components and accessories that the manufacturer lists as "standard" for the Materials.

4.3 Necessary Components. Unless specified otherwise in the Contract specifications, Contractor shall include all components, hardware and parts necessary for complete and proper assembly, installation and operation of Materials.

4.4 New and Unused Materials. Unless specified otherwise in the Contract specifications, Contractor shall deliver Materials that are new, unused and produced from current production inventory. Contractor shall provide Materials manufactured from only those components that the manufacturer offers in the manufacturer's current parts catalogue for Materials.

4.5 Detailed Specifications. The Materials shall meet all requirements imposed upon such Materials by the plans, specifications and other technical information included as Attachment A, which is hereby incorporated as if set forth herein.

5. Acceptance, Rejection and Revocation of Acceptance.

5.1 Acceptance. City shall test if City, in its sole discretion, deems testing necessary, inspect and either accept or reject Goods delivered within fourteen (14) calendar days from the date Contractor delivers Goods to City. If City does not provide written notice of acceptance or rejection of Goods to Contractor within fourteen (14) calendar days following the date of delivery of Goods, City is deemed to have accepted Goods.

5.2 Rejection. If City rejects Goods, then City's written notice of rejection shall, at a minimum, itemize the apparent defects and include:

5.2.1 A description of the nonconformance between Goods delivered and the required Specifications and warranties (including any variance from demonstrations or sample characteristics of Goods if Contractor provided demonstrations or samples);

5.2.2 A description of any other nonconformance of Goods (including late delivery); and

5.2.3 A statement indicating whether Contractor may cure the nonconformance and if so, the method by which and time period within which Contractor may cure.

5.3 Revocation of Acceptance. Notwithstanding City's acceptance of Goods under Section 5.1, City may revoke its acceptance of Goods for nonconformance with the Specifications. If City revokes acceptance of Goods, City shall deliver a written notice of revocation of acceptance to Contractor that includes the same information required for a written notice of rejection under Section 5.2.

6. Contract Term.

6.1 The initial term of this Contract begins on April 1, 2025, and ends on March 31, 2026 ("Contract Term"). The parties may agree to extend the Contract Term for two (2) successive periods of twelve (12) months each. Such extension shall begin on the day following the end of the initial term or the first extension. Extensions must be set forth in writing and signed by authorized representatives of both parties. The party requesting the extension must deliver a request for extension at least sixty (60) days before the Contract Term is scheduled to end.

6.2 A schedule of performance may be included Attachment A – Scope of Work.

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

7. Approvals. If the Contract requires approval of any thing, act, or document, the request for approval and the response must be given by persons with proper authority under the Contract in the same manner as notices under Section 8. Approval will not be withheld unreasonably.

8. Notices.

8.1 Notices required by this Contract must be given in writing by personal delivery or by United States mail, first-class postage-prepaid, unless some other means or method of notice is required by law. Personally delivered notices shall be deemed delivered immediately upon delivery. Mailed notices shall be deemed delivered 3 days after deposit in the mail.

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

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

8.3 Contractor's address for notices is:

HASA Inc.
 Attn: Scott Ellis
 3401 Industrial Way
 PO Box 1173
 Longview, WA 98632

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

9. Contractor's Responsibility for the Materials and Services.

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

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

9.3 Contractor warrants that all Services will be performed in accordance with the Contract, in accordance with generally accepted practices and standards, as well as in accordance with the requirements of applicable federal, state, and local laws.

9.4 Materials provided by Contractor are warranted to be new, unused, current production models and free from defects in materials, design and manufacture Contractor further represents and warrants that all Materials meet or exceed all Contract specifications and will be subject to the warranties provided by ORS 72.3120, ORS 72.3130, ORS 72.3140 and ORS 72.3150.

9.5 Manufacturers' Warranties. At no charge to City, Contractor shall transfer or cause the transfer of all manufacturers' warranties for Materials and component parts, if any, to the City for City's benefit when Contractor delivers Materials to City. If a conflict or inconsistency exists between a manufacturer's warranty and Contractor's warranty, the warranty that provides the greatest benefit and protection to City shall prevail.

9.6 All Materials delivered shall comply with all applicable federal health and safety standards.

9.7 Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge

with care and diligence and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade, or profession.

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

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

10. Use of Premises.

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

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

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

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

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

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

14. Indemnification.

14.1 The Contractor shall hold harmless, indemnify, and defend City, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs of whatsoever nature, including attorney's fees and expert witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during or in connection with the performance of the Services or the provision of Materials, actions or failure to perform actions, and other activities of Contractor or its officers, employees, subcontractors or agents, under this Contract, including the negligent professional acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents. Such indemnification shall also cover claims brought against City under state or federal workers compensation laws. This indemnity provision excludes liability arising out of the sole negligence of the City and its employees.

14.2 The Contractor shall assume all responsibility for the Materials and Services and shall bear all losses and damages directly or indirectly resulting to the Contractor, to the City, to the Design Professional, and to their officers, agents, and employees on account of (a) the character or performance of the Materials and Services, (b) unforeseen difficulties, (c) accidents, or (d) any other cause whatsoever. The Contractor shall assume this responsibility even if (a) fault is the basis of the claim, and (b) any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, loss, damage or injury.

14.3 Contractor waives any and all statutory or common law rights of defense and indemnification by the City.

14.4 Contractor shall also defend and indemnify City from all loss or damage that may result from Contractor's wrongful or unauthorized use of any patented article or process.

14.5 If any aspect of the above indemnities shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall be stricken to the extent illegal or invalid, with the remaining terms continuing to be valid, and such shall not affect the validity of the remainder of this indemnification.

14.6 Any specific duty or liability imposed or assumed by the Contractor as may be otherwise set forth in the Contract shall not be construed as a limitation or restriction of the general liability or duty imposed upon the Contractor by this section.

14.7 In the event any such action or claim is brought against the City, the Contractor shall, if the City so elects and upon tender by the City, defend the same at the Contractor's sole cost and expense, promptly satisfy any judgment adverse to the City or to the City and the Contractor jointly, and reimburse the City for any loss, cost, damage, or expense, including attorney and expert fees, suffered or incurred by the City.

15. Insurance. The Contractor shall provide and maintain during the life of this Contract the insurance coverage as described in Attachment B. All costs for such insurance shall be borne by the Contractor and shall be included in the Contract price. In case of the breach of any provision of this section, the City may elect to take out and maintain at the expense of the Contractor such insurance as the City may deem proper. The City may deduct the cost of such insurance from any monies that may be due or become due the Contractor under this Contract. Failure to maintain insurance as provided is a material breach and cause for default termination of the Contract. Contractor shall furnish City certificates of insurance acceptable to City prior to execution by the City and before Contractor or any subcontractor commences work under this Contract. The certificate shall show the name of the insurance carrier, coverage, type, amount (or limits), policy numbers, effective and expiration dates and a description of operations covered. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City's acceptance. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retentions, and/or self-insurance. Approval of the insurance shall not relieve or decrease the liability of the Contractor hereunder.

16. Governing Laws. The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of the City of St. Helens,

Oregon. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Columbia County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon (Portland).

17. Compliance with Law.

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

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

17.3 Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled plastic resin products and recycled products (as “recycled product” is defined in ORS 279A.010(1)(gg)).

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

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

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

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

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

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

18. Nondiscrimination.

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

18.2 Contractor shall comply with provisions of City's Equal Opportunity Policy and comply with ORS Chapter 659 and ORS Chapter 659A relating to unlawful employment practices and discrimination by employers against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, marital status or age if the individual is 18 years of age or older, or because of the race, color, religion, sex, sexual orientation, national origin, marital status or age of any other person with whom the individual associates, or because of an individual's juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262 or to refuse to hire or employ or to bar or discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

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

19. Compensation. The terms of compensation shall be as provided in Attachment C. The compensation stated in Attachment C constitutes the total compensation payable to Contractor for the Materials and Services.

20. Payment.

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

20.2 Contractor shall make and keep reasonable records of Work performed pursuant to this Contract and, unless provided otherwise in Attachment C, shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from the date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute. Payment to Contractor shall be complete once the City pays compensation as provided in Section 17.

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

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

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

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

22. Default. Contractor is in default under this Contract if:

22.1 Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

22.2 Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Contract and Contractor has not obtained the required license or certificate within ten (10) calendar days after delivery of City's notice of breach or a longer period as City may specify in its notice; or

22.3 Contractor commits any material breach of any covenant, warranty, obligation or certification under this Contract, and Contractor fails to cure its breach within ten (10) calendar days after delivery of City's notice of breach or within a longer period as City may specify in its notice.

23. City's Remedies.

23.1 If Contractor is in default under Section 20, then, in addition to the remedies afforded elsewhere in this Contract, City shall be entitled to recover for any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental, and consequential damages, as provided in ORS Chapter 72. City may, at its option, pursue any or all of the remedies available under this Contract and at law or in equity, including, but not limited to:

23.1.1 Termination of this Contract for Default;

23.1.2 After notice of termination for default, the Contractor shall provide the City with immediate and peaceful possession of the Premises, and materials located on and off the Premises for which the Contractor received progress payment.

23.1.3 Withholding all amounts Contractor has invoiced for Materials and Services that Contractor is obligated to but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;

23.1.4 The City may proceed to complete the Contract either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the City the amount of the excess procurement costs within 14 days of written demand. To the extent that the procurement costs are lower than the remaining unpaid balance under this Contract, the City shall pay such difference to Contractor.

23.1.5 Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; or

23.1.6 Exercise of the right of setoff and withholding amounts otherwise due and owing to Contractor in an amount equal to City's setoff right, without penalty.

23.2 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If Contractor is later found to not be in breach, the rights and obligations of the parties shall be the same as if this Contract was terminated for convenience.

24. Contractor's Remedies. If City terminates this Contract for convenience, or if City is in breach, Contractor's sole remedy is a claim against City for the unpaid price for any Materials delivered and accepted by City less any claims City has against Contractor and is as follows for unpaid Services completed and accepted by City:

24.1 For Services compensable on an hourly basis, a claim against City for unpaid invoices, hours worked but not yet invoiced, and authorized expenses for Services completed and accepted by City less any claims City has against Contractor.

24.2 For deliverable-based Services, a claim against City for the amount specified for completing the deliverable multiplied by the percentage of Services completed and accepted by City, less previous amounts paid and the amount of any claims City has against Contractor.

24.3 If previous amounts paid to Contractor for Goods and Services exceed the amount due to Contractor under this section, Contractor shall pay the excess amount to City immediately upon written demand.

25. Dispute Resolution.

25.1 For any claim between City and Contractor that arises from or relates to this Contract, if not resolved by mediation, the method of binding dispute resolution shall be as follows: Binding Arbitration.

25.2 A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the contract time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the City and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

25.3 The City and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Contract and within the period specified by applicable law, but in any case, not more than 10 years after the date of Substantial Completion of the Work. The City and Contractor waive all Claims and causes of action not commenced within accordance with the period specified by applicable law.

25.4 Claims by Contractor shall be initiated by notice to City. Claims by Contractor shall be initiated within 21 days after occurrence of the event giving rise to such

Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. Failure to give timely notice shall constitute a waiver by Contractor of the claim.

25.5 Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract.

25.6 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to binding dispute resolution.

25.7 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the Arbitration Service of Portland. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator and agree upon a schedule for later proceedings.

25.8 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the City of St. Helens, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in the court having exclusive and sole jurisdiction set forth below.

25.9 Any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the Arbitration Service of Portland in accordance with its Procedural Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the City of St. Helens, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

25.10 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

25.11 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

25.12 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be

specifically enforceable under applicable law in the court having exclusive and sole jurisdiction set forth below.

25.13 Subject to the rules of the Arbitration Service of Portland, either party may consolidate an arbitration conducted under this Contract with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting the arbitrator.

25.14 Subject to the rules of the Arbitration Service of Portland, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

25.15 The City and Contractor grant to any person or entity made a party to an arbitration conducted under this Section, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the City and Contractor under this Agreement.

25.16 The parties agree that any actions in Court shall be conducted solely and exclusively within the Circuit Court of Oregon for the Columbia County. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE OREGON CIRCUIT COURT FOR COLUMBIA COUNTY AND WAIVES ANY OBJECTION TO VENUE IN THIS COURT AND ANY CLAIM THAT THE FORUM IS AN INCONVENIENT FORUM.

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

27. Termination for Convenience.

27.1 The City may terminate this Contract, in whole or in part, at any time for any reason considered by the City, in the exercise of its sole discretion, to be in the public interest. The City will provide the Contractor ten (10) days prior written notice of a termination for convenience.

27.2 If this Contract is terminated by the City for convenience, City shall pay the Contractor for Materials delivered and Services properly completed before the termination for convenience, along with costs incurred by Contractor due to the termination. Contractor shall not be entitled to any amount for overhead or profit on undelivered Materials or uncompleted Services. Contractor shall remain liable for Goods delivered and Services performed prior to the termination for convenience.

27.3 Any termination for default that is found to be improper for any reason shall be converted to a termination for convenience and Contractor's remedies shall be limited as if the termination had been one for convenience at inception.

28. Action Upon Termination. Upon receiving notice of termination (whether for default or convenience), Contractor shall cease performance of the Work and terminate subcontracts.

29. No Third-Party Beneficiaries. City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

30. Successors in Interest. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns, if any.

31. Access to Records. Contractor shall maintain and the City and its authorized representatives shall have access to all books, documents, papers, and records of Contractor which relate to this Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of ten years after final payment. Contractor shall follow generally accepted accounting principles. Copies of applicable records shall be made available upon request at no charge to City. Failure to keep records for the required period shall be deemed a spoliation of evidence.

32. Ownership of Work Product. All work products of the Contractor that result from this Contract, including but not limited to background data, documentation and staff work that is preliminary to final reports, are the property of City. Draft documents and preliminary work submitted to the City for review and comment shall not be considered as owned, used or retained by the City until the final document is submitted. The City shall own all proprietary rights, including but not limited to copyrights, trade secrets, patents and all other intellectual or other property rights in and to such work products. Preexisting trade secrets of the Contractor shall be noted as such and shall not be considered as a work product of this Contract. All such work products shall be considered “works made for hire” under the provisions of the United States Copyright Act and all other equivalent laws. Use of any work product of the Contractor by the City for any purpose other than the use intended by this contract is at the risk of the City. Use of any work product by Contractor for other than this Project is prohibited without the written consent of the City.

33. Conflict of Interest. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

CITY:

CITY OF ST. HELENS

Council Meeting Date: 3/5/25

CONTRACTOR:

HASA, INC.

Signature: _____

Print: _____

Title: _____

Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTACHMENT A - Scope of Work**REQUEST FOR PROPOSAL – Proposal to Supply Bulk 12.5% Sodium Hypochlorite Solution****Respond by February 21st 2025 to:**

City of St. Helens Wastewater Treatment Plant
265 Strand Street
St. Helens, OR 97051
Phone: 503 397-2344
FAX: 503 366-3027
Contact: Aaron Kunders
Or email akunders@sthelensoregon.gov

Discussion:

The City uses bulk 12.5% sodium hypochlorite for disinfection of wastewater at the Wastewater Treatment Facility located at 451 Plymouth Street in St. Helens. Usage rates are typically 3000-4000 gallons per month.

The City is requesting proposals to provide bulk (5000-gallon tanker truck) delivery of minimum 12.5% sodium hypochlorite to the City facility. The hypochlorite must be EPA registered for disinfection of wastewater and the supplier must provide evidence of such EPA registration. Each shipment to provide certification of hypochlorite strength and confirmation that the hypochlorite is EPA registered for disinfection use.

Proposals must provide the following information:

- A not to exceed cost per gallon for 12.5% sodium hypochlorite solution delivered to the City of St. Helens in bulk tanker truck loads not exceeding 5000 gallons per load. This cost to be guaranteed for a period of 1-year from acceptance of the proposal and must include any additional per load charges.
- Documentation that the hypochlorite solution to be provided is EPA registered for use as a disinfectant for wastewater.
- Indicate required delivery lead-time and agreement to provide minimum hypochlorite strength certification (>12.5%) with each delivery.

ATTACHMENT B - INSURANCE REQUIREMENTS

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

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

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

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

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

Certificates of Insurance shall be forwarded to:

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

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

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

ATTACHMENT C - Terms of Compensation



, Inc.

City of St. Helens

Date		2/20/2025					
Ship To	Effective Date	Expiration Date	Hasa Product Code	Item Description	Package	Order Volume [gal]	Delivered Price [\$/gal]
City of St. Helens WWTP 265 Strand Street St. Helens, OR 97051	4/1/2025	3/31/2026	07000	MULTI-CHLOR	Bulk	5,000	\$2.11

Payment Terms: Net 30 days
Deposits: N/A
Demurrage: 2 hours free unload time - \$17.50 per quarter hour thereafter
Weekend Charge: \$500 fee + \$75 per hour with 2 hour minimum
Restocking Fee: 25% fee + cost of freight
Split Load Fee: \$150

Quotation submitted by: Scott Ellis

City of St. Helens
Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 5th day of March, 2025 are the following Council minutes:

2025

- Work Session, Public Hearing, and Regular Session Minutes dated January 15, 2025
- Special Session Minutes dated February 18, 2025
- Work Session, Executive Session, and Regular Session Minutes dated February 19, 2025

After Approval of Council Minutes:

- Scan as PDF Searchable
- Make one double-sided, hole-punched copy and send to Library Reference
- Minutes related to hearings and deliberations get copied to working file
- Save PDF in Minutes folder
- Update file name & signature block on Word document & copy Word document into Council minutes folder in Shared Drive
- Upload & publish in MuniCode
- Email minutes link to distribution list
- Add minutes to HPRMS
- Add packet and exhibits to HPRMS
- File original in Vault
- Update minutes spreadsheet



COUNCIL WORK SESSION

Wednesday, January 15, 2025

DRAFT MINUTES

MEMBERS PRESENT

Mayor Jennifer Massey
 Council President Jessica Chilton
 Councilor Mark Gundersen
 Councilor Russell Hubbard
 Councilor Brandon Sundeen

STAFF PRESENT

John Walsh, City Administrator	Jacob Graichen, City Planner
Kathy Payne, City Recorder	Gloria Butsch, Finance Director
Lisa Scholl, Deputy City Recorder	Amy Lindgren, Municipal Court Judge
Joe Hogue, Acting Police Chief	Nolan Cochran, TMDL Coordinator
Suzanne Bishop, Library Director	Ashley Wigod, Contracted City Attorney

OTHERS

Steve Topaz	Brady Preheim	Ron Trommlitz
Robyn Toschi	Steve Toschi	Jane Garcia
Wayne Mayo	Adam	Michelle Millar
Mitz	Marci Sanders	Richard Mason
Jenn	Michelle	Stephanie Patterson

CALL WORK SESSION TO ORDER – 2:00 p.m.

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

- ◆ Steve Topaz. Recommended a town meeting to review 2024 construction projects, changes during construction, issues with toxic material removal, and findings affecting future Waterfront projects. He also requested Executive Session minutes on the Police Chief's removal, a forensic audit of City finances, and the project management qualifications of City Administrator Walsh and Associate Planner/Community Development Project Manager Jenny Dimsho.
- ◆ Ron Trommlitz. Wanted the media to investigate the City's actions in the 2-million-gallon reservoir rehabilitation failure and the City Administrator's handling of the W-449 contract, noting he had not received the City Attorney's billed amounts for work on the W-449 contract as requested. He believed the City Administrator and School Board Superintendent were withholding information from the public.
- ◆ Robyn Toschi. Wanted increased transparency and accountability under the new City leadership. She asked that Council ensure members of the public are not bullied for making records requests; forego the final reading of Ordinance No. 3306 and instead design Building Code around architectural standards; and restore the plan for the Millard Road property to the original 64 single-family homes on R-10 lots. She also asked to be considered for all future ad-hoc committees.

- ◆ Steve Toschi. Stated that Ordinance 3306 contradicted the City's goal of prioritizing economic prosperity. He discussed the Planning Department's change to the Millard Road property plan from a 64-lot development to 90 mobile homes, noting the State's mandate for manufactured homes. He claimed Rick Scholl had violated the law by failing to disclose his financial interest in Ordinance 3306 and noted local high school students were protesting ethical concerns. He urged Council to reject Ordinance 3306 and to initiate Urban Renewal and Budget Committee meetings immediately.
- ◆ Brady Preheim. Said the investigation into a scandal involving the Police Chief and Mayor Massey would not be stopped by the Police Chief's resignation. Mayor Massey should apologize to City Administrator Walsh or fire him like she said she would. Chief Hogue should be hired as the permanent Police Chief. He supported the request for Tammy Maygra to attend Executive Sessions as a member of the news media, and he made suggestions for amending the Chronic Nuisance Ordinance.

COUNCIL ASSIGNMENTS

Council President Chilton accepted assignment to the Administration Department, Community Development Department, and Public Works Department.

Councilor Sundeen accepted assignment to the Police Department and Parks and Trails Commission.

Councilor Gundersen accepted assignment to the Planning Commission, Administration Department, and Columbia River Fire and Rescue.

Councilor Hubbard accepted assignment to the Planning Commission and Administration Department.

Mayor Massey accepted assignment to the Administration Department, Public Works Department, Library Department, Library Board, Community Development Department, and Tourism.

DISCUSSION TOPICS

1. Municipal Court Semi-Annual Report - Judge Amy Lindgren & Prosecutor Sam Erskine

Judge Lindgren presented her report, noting an increase in prosecuted crimes and violations compared to previous years and uncertainty over whether crime rates had risen, or police investigations had intensified. She noted the potential for dedicated traffic officers, which could qualify for grant funding. Addressing Jail finances, she stated that Sheriff Pixley doubted sufficient cuts could be made to sustain operations. The plan involved increasing Federal Marshall inmate beds while reducing or eliminating space for local offenders to maintain Jail operations without personnel cuts.

Acting Police Chief Hogue added Sheriff Pixley had offered to meet with Council about the upcoming changes occurring in March in response to Jail finances.

Judge Lindgren said she planned to meet with Sheriff Pixley and Acting Police Chief Hogue about finding ways to manage the issue, namely finding a holding space either permanently or at a daily rate. Failure to address Jail operations could threaten public safety, such as seen with increased crime in Oregon City and Gladstone where the jails did not have space to hold offenders. She described the positive impact the Jail had on the St. Helens community since people knew they would be held for crimes or not appearing. She confirmed without local holding cells, offenders would be booked and released, though overnight holds would still be required in the case of domestic violence. She can provide a graph showing violation and crime comparisons over the last few years. She recommended going to the Police Department for data regarding the types and locations of calls and added that the Police had implemented the electronic citation system which would hopefully improve officer safety. She clarified that both the Municipal Court and Circuit Court had received aid and assist cases, and described the conditions for

those cases being dismissed, noting the evaluations to continue prosecuting those cases were very expensive.

2. Planning Department Fee Schedule Update - *City Planner Jacob Graichen*

City Planner Graichen stated the proposed fee schedule would be adjusted to include a line item in response to Senate Bill 1537 Section 38 which allowed developers to seek Administrative-level Variances rather than going through the Planning Commission, with up to ten adjustments allowed per eligible project and no Code amendment required. Applications for Administrative Variances for eligible projects could begin this year, and he described multiple ways the Variances could be applied. Resolution 2035 would be on the agenda for the regular session tonight.

3. Request to Proceed with Adoption of Economic Opportunities Analysis and Water, Storm Sewer, and Sanitary Sewer Master Plans into the Comprehensive Plan - *City Planner Jacob Graichen*

City Planner Graichen stated the City had received a grant to update the Economic Opportunity Analysis (EOA), which had not been updated since 2009. He noted the EOA would be integrated into the Comprehensive Plan along with the currently adopted Water, Sanitary Sewer, and Stormwater Master Plans.

4. Discussion of Ordinance No. 3306 - *City Planner Jacob Graichen*

City Planner Graichen reviewed the amendments to Ordinance No. 3306, noting the State had mandated allowing manufactured prefabricated structures, but provisions were also included in the ordinance for single-room occupancy (SRO) and multifamily housing. He gave background on the residential Code amendments, the State mandate to allow duplexes, and the existing City Code allowing a duplex or two detached units interchangeably. The idea was to apply multifamily housing standards to all developments of three units or more, regardless of the units being attached or detached. He noted applying multifamily housing standards would not change the density requirements or create micro-lots and the standards would only be applicable where multifamily housing was already allowed.

Council and staff discussed the complexities of Ordinance 3306, touching on the topics of maintaining the parking requirement of one parking space per rented room except in the downtown and Houlton St areas; the potential impacts of multifamily developments and SROs on street congestion; considering the application of multifamily standards to SROs; the lack of regulations for SROs and the need for more tools to address community issues and compliance; facilitating Fire Marshall and Building Division safety inspections for SROs; and SROs as a potential solution for homelessness.

City Planner Graichen talked about the complexity of aligning St. Helens' Code with State mandate to allow manufactured homes/prefabricated structures, with one potential exception being manufactured homes/prefabricated structures were not allowed in historic districts or near historic landmarks.

Council expressed concern about the potential for manufactured homes outside of mobile home parks having negative impacts on surrounding property values and it was suggested that the ordinance could be configured with strict provisions.

City Planner Graichen explained that the City would have to allow the siting of manufactured homes and prefabricated structures on all land zoned to allow development of single-family dwellings. If clear language were put into the Development Code stating manufactured homes were not allowed in St. Helens outside of a trailer or manufactured home park, the Code would then be forwarded to the Department of Land Conservation and Development (DLCD) to be checked for compliance with the State. If the Code was not sent to DLCD and the City was faced with a challenge, the issue could potentially be appealed to the State and reversed, and the City would have to allow the use and would also be liable for attorney fees. He clarified that the mandate applied only to manufactured homes made after 1976, not mobile homes or trailers

Contracted City Attorney Wigod noted other cities across the State were affected by the mandate and had to update their Codes. She could ask a land-use attorney for advice regarding options for designing land-use rules for manufactured homes in the city while complying with State law.

Council and staff discussed the poor vision for economic vitality within Ordinance No. 3306, and the concern that City architecture would be defaced by manufactured homes and people could be deterred from choosing to live in St Helens. Calling upon neighboring cities who were struggling with the mandate to see how they were responding could be helpful. Support was expressed for the mandate to allow mobile homes and trailers in manufactured home parks.

City Planner Graichen shared maps of the historic district and landmarks in St. Helens. He stated around 5,000 property owners were sent a notice regarding SRO allowance to prepare the way for imposing additional regulations and providing defense against potential challenges. A special notice was also sent specifically to residents in the highway commercial zone to set a cap of no more than two units per lot.

City Planner Graichen recommended that Council reject Ordinance No. 3306 and provide direction to make a new ordinance with the desired components, noting staff appreciated any work that could be salvaged. He outlined the four separable components of Ordinance No. 3306:

- Rules for multifamily detached units.
- Rules regarding manufactured prefabricated structures which were required by State law but could be delayed.
- Rules regarding SROs which could be removed but would leave the Code silent as to SROs while the State could potentially remove parking requirements from SROs.
- Basic housekeeping items and the highway commercial zoning density cap.

5. Review of Final Partition Plat for OYO Hotel/Village Inn - *City Planner Jacob Graichen*

City Planner Graichen reviewed the Final Partition Plat for the OYO Hotel and Village Inn. The Mayor's signature was required to accept the right-of-way dedication along Brayden Street because it did not meet the minimum width standard due to building location. He confirmed there was an entrance on Highway 30 and both adjacent parcels had access to Brayden St consistent with access management practices. He noted Highway 30 was a major arterial road, and the goal was to ensure a secondary road was available.

6. Discussion regarding Adoption of a Chronic Nuisance Premises Code (Beaverton's Code attached)

Wayne Mayo stated Beaverton's Code 1040 worked well as a tool for the Police and landlords who were stuck with tenants creating chronic nuisance problems, especially in low-income housing, despite multiple Police calls.

Mayor Massey had researched the topic of chronic nuisance premises in other municipalities due to being aware of a specific apartment complex which was a very frequent location for law enforcement calls, with no ramifications for repeat calls. A nuisance ordinance would provide landlords with a tool to be able to weed out and choose tenants.

Wayne Mayo explained nuisances were often criminal in nature. Most of the ordinance language was options for the judge to either give more leeway or raise fines in the case the landlord was complicit in the nuisance. He explained people were not usually afraid to call the Police, but the ordinance would give the landlord the opportunity to go before a judge to get rid of tenants who caused serious problems. He confirmed under the ordinance, tickets with fines would be written to the landlord beginning on the fourth Police call and additional fines applied for repeat calls within a certain period. The judge would have the ability to increase or decrease the fines based on the circumstances, and the nuisance ordinance would be applicable to non-profit establishments. Beaverton had been using these ordinances with

success to address situations where Police were being called to the same housing complex ten times per day. This ordinance gave Officers the option to either issue a citation or report the nuisance to Code Enforcement.

Contracted City Attorney Wigod talked about the effectiveness of nuisance ordinances and highlighted the importance of communicating with property owners to solve repeat offenses. She recommended working with Beaverton staff to see what they liked or did not like in implementing their Code, and she would work with City staff on creating the new ordinance.

City Administrator Walsh explained the administrative aspects of nuisance ordinances were likely handled through Code Enforcement in other cities. He noted he did not want people to be deterred from calling the Police.

Wayne Mayo explained a judge would make the right decision case-by-case and a single mom experiencing domestic violence would not likely be given a citation. He suggested contacting Beaverton Police to see if the fine was affecting how people were responding to law enforcement. He agreed to provide a highlighted copy of the ordinance to Wigod.

Acting Police Chief Hogue talked about repeat Police visits being made in response to domestic violence. An ordinance with the right wording could be very effective, but he agreed the messaging could be misinterpreted in cases where Police calls could incur fines. The ordinance applied well to drug dealing and fights, but dwellings with families required careful consideration. He noted security alarms each had a permit, and the permit number was documented when Police calls were made to be used later for billing.

Council discussed repeat issues with false alarms which cost time and effort from Staff and Police. Hopefully, a progressive fee schedule would motivate businesses to address with repeat false alarms. The City could draft an ordinance with the right messaging in collaboration with the City Attorneys and the Police who could help create enforcement based on issues they saw in the community. It was important to ensure people were not afraid to call the Police, as well as being able to remove tenants who were causing a nuisance. It was mentioned that this topic had been discussed at the recent League of Oregon Cities meeting, and that fining landlords put pressure on housing complexes to practice good management and tenant selection.

Hogue suggested creating a notification system to inform landlords how to follow up about Police visits. He agreed to look at other municipality's ordinances to consider potential concerns from the Police Department. He noted it would be good to have someone act as liaison between apartment complex management and Police Officers, and confirmed Police Officers were asked to serve on a lot of committees. He had seen a presentation from Police in Corvallis about creative strategies to fine owners of student housing who lived somewhere else, and he would reach out to the Corvallis Police to get more feedback.

7. Consideration of Application from Tamara Maygra of Odd Friday Talk Radio & St. Helens Update to Qualify as a Representative of the News Media to Attend Council Executive Sessions

Contracted City Attorney Wigod stated the Attorney General had amended the guidance for designating news media representatives attending Executive Sessions, and she advised postponing further news media representative decisions until she could review the new rules and provide guidance to Council. Ms. Maygra had been notified the application would not be reviewed until she could go over the rules.

8. Discussion regarding Meeting Schedule

Mayor Massey proposed holding two meetings per month alternating between City Council work sessions and regular sessions, with any urgent decisions to be made via Special Session. This schedule would allow time between the work sessions to do research and validate the information before making a

decision at the regular session and may reduce impact to staff preparing packets for meetings. She also suggested changing to an evening start time for meetings. She clarified that Council could address the same number of items by starting earlier to dedicate more time to work sessions. Proactive planning could ensure items still made it onto the agenda. Holding later work sessions could allow working people to attend meetings and stay informed.

Councilor Sundeen stated meetings were difficult to attend at 2 p.m., and more citizens and students could attend if meetings were held at a different time.

City Administrator Walsh noted cities that did not do work sessions had longer meetings to cover the same information. The current model was somewhat exhausting and took a lot of staff time, but Council may not want to lose the second regular session per month as decisions needed to be made at a regular cadence.

City Recorder Payne noted the proposed schedule may make preparing packets a little easier, but the same number of items would be involved. She talked about the impacts of operating in a City Administrator form of government where most decisions were taken to Council. She encouraged keeping a consistent meeting start time to avoid having to send notifications and suggested bringing the meeting schedule proposal to department heads to discuss the possible impacts of having longer between meetings.

Council continued to discuss possibly changing the schedule for meetings with the hope to relieve staff burden and better accommodate Council, noting schedule decisions could be discussed at the Strategic Planning session and modified as needed. For now, moving the start time one hour later would make it easier for Councilor Sundeen to attend meetings.

City Administrator Walsh stated putting two agendas together for one meeting could be too much information and could potentially cause project delays. He explained that an item being on the agenda did not obligate Council to vote on matter, though he acknowledged some matters were time sensitive. He proposed amending Council Operating Rules to change the work session time to 3 p.m.

9. Report from City Administrator John Walsh

City Administrator Walsh reviewed his report with comments and questions from Council and staff as noted:

- Waterfront Redevelopment District work was in progress with concrete going down in the plaza today.
- Public Works had replaced a water main valve at the S 1st Street/St. Helens Street intersection and now a contractor would put in a full concrete intersection, closing the intersection and rerouting traffic through River Street and out onto 2nd Street.
- Treadway had removed Christmas decorations and were working toward future events including 13 Nights and Independence Day.
- The lease agreement for the Masonic building would be on tonight's regular session agenda.
- Treadway was interested in taking over the administrative aspects of Citizen's Day in the Park which had been a huge burden on staff. Citizen's Day in the Park was not in the original contract with Treadway so the contract may require adjustment.
- He had met with Interim Superintendent Steve Webb and Acting Police Chief Hogue about the School Resource Officer position. The School District was asked to be the first to approve the intergovernmental agreement about the School Resource Officer, which will then come to Council for approval. The School District will discuss funding the School Resource Officer on January 22, 2025.
 - Acting Police Chief Hogue confirmed the IGA would begin at the start of the next school year. He explained getting a lateral hire would still require onboarding and training, or a local Officer may be interested in the position. He noted during the summer the School Resource Officer could do patrol or participate in summer camps. He hoped to recommend some job description language changes to define the new position.

- Mayor Massey recalled a presentation given by Police Officers at the library three years ago about the dangers of drugs, and the presentation was very well received by the community. She hoped the program could be presented again to educate the public.
- Council President Chilton noted the Public Health Department may be willing to participate.
- Hometown Heroes banners would be added to the downtown summer banner series.
- He met with the Police Station design team. The Gable Road site had become more complicated than anticipated and neighbors had been vocal about site suitability. The survey, Geotech, and environmental study had already been completed for the Gable Road site, and he listed alternative sites for the Police Station.
 - Council was interested in going back to the Planning Commission with a site selection process at a special meeting on February 5, 2025.
- Consultants would present an update on the Central Waterfront project on March 5, 2025, or March 19, 2025, to talk about the status of the lagoon, the findings of the report, and the potential options for the project moving forward.
- Project Arcadia was moving forward but was delayed due to an indemnification agreement. The City was working with them to get the Title 5 Air Quality permit boiler permits, and the other required permits. An extension agreement would be coming out by the next meeting and Arcadia would begin paying for the utilities beginning February 1, 2025. Office Max had remained unresponsive.
- He met with department heads, supervisors, and some staff members and everyone took the DISC personality assessment and participated in a team building exercise and talked about the state of the City. The team building was excellent, and he would like to do that exercise with the entire staff. He described the steps of the team building exercise where groups were separated by personality type.
- The Strategic Planning meeting would be held on January 31, 2025 from 10 a.m. to 4 p.m.
- No executive session would be held today.

ADJOURN – 4:20 p.m.

EXECUTIVE SESSION – None

Respectfully transcribed by ABC Transcription Services LLC and submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Jennifer Massey, Mayor



COUNCIL PUBLIC HEARING

Wednesday, January 15, 2025

DRAFT MINUTES

MEMBERS PRESENT

Mayor Jennifer Massey
 Council President Jessica Chilton
 Councilor Mark Gundersen
 Councilor Russell Hubbard
 Councilor Brandon Sundeen

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder
 Jacob Graichen, City Planner
 Joe Hogue, Acting Police Chief
 Suzanne Bishop, Library Director

OTHERS

Brady Preheim	Steve Toschi
Robyn Toschi	Mitzi
Dan Hatfield	Guy Cummings
Pat Fery	Jane Fery
Grant Toschi	

OPEN PUBLIC HEARING - 6:15 p.m.

TOPIC

1. AP.2.24 through AP.6.24 - Appeal of Planning Commission Decisions to Build a Triplex with Multiple Variances on Wyeth Street (Dan Hatfield)

City Planner Graichen covered preliminary matters. There were no potential or actual conflicts of interest or bias in this matter. However, Councilor Sundeen declared that he drives by the subject location often. There were no objections from the audience for the Council to make a fair decision. Graichen went on to review the staff report, a copy of which is included in the archive packet for this meeting. A few highlights were:

- The structure was a non-conforming use prior to burning down in 2001. It was destroyed more than 50% and lost non-conforming rights.
- The Conditional Use Permit is a requirement of three or more units on one lot.
- The Variances are for lot size, setbacks, parking, and elevation.
- The Planning Commission denied the request and the applicant appealed to the City Council.
- In response to Council President Chilton's question about utilities, Graichen confirmed there are adequate utilities on site.

PUBLIC COMMENT**Applicant**

- ◆ Dan Hatfield and Guy Cummings. Thanked Graichen for his presentation tonight. Dan purchased it as a triplex and is taxed as a triplex. He clarified that the fire was in 2021. He only wants to resume the use. If he can't get a triplex, he would entertain a duplex. Guy pointed out the area in photos included in the staff report.

Mayor Massey asked what variances would apply if it's developed as a duplex. Graichen responded that it would need variances for a reduced setback on Wyeth Street and a reduction to parking.

In Favor - None**Neutral**

- ◆ Pat Fery. The property sat there for four years after the fire. It looked terrible and succumbed to vagrants. She supports a duplex over a triplex due to parking. There are no large complexes in that area and parking is already an issue in that area. She urged City Council to accept the Planning Commission's decision.

In Opposition

- ◆ Brady Preheim. Suggests a duplex there instead since a triplex does not fit. The Planning Commission decision should be upheld and the applicant can reapply as a duplex.
- ◆ Robyn Toschi. Advocated that the Council concur with the Planning Commission's decision. It was originally a house that was converted into a triplex. She disagrees with jumping through hoops to put something there that is nonconforming. The triplex should be denied.

Rebuttal

- ◆ Dan Hatfield. Parking will be an issue whether it's a triplex or duplex. He's being punished for something other people have.

CLOSE PUBLIC HEARING – 6:54 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Jennifer Massey, Mayor



COUNCIL REGULAR SESSION

Wednesday, January 15, 2025

DRAFT MINUTES

MEMBERS PRESENT

Mayor Jennifer Massey
 Council President Jessica Chilton
 Councilor Mark Gundersen
 Councilor Russell Hubbard
 Councilor Brandon Sundeen

STAFF PRESENT

John Walsh, City Administrator	Joe Hogue, Acting Police Chief
Kathy Payne, City Recorder	Suzanne Bishop, Library Director
Lisa Scholl, Deputy City Recorder	Gloria Butsch, Finance Director
Jacob Graichen, City Planner	

OTHERS

Brady Preheim	Robyn Toschi	Dan Hatfield
Steve Toschi	Mitzi	Brittany
Arthur Leskowich	Treadway Events	Kelly Wheeldon
Erin Wheeldon	Pat Fery	Jane Fery
Grant Toschi	Mercedes Massey	Brianna Gaston
Adam St. Pierre	Nicholas Hellmich	Guy Cummings

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

PLEDGE OF ALLEGIANCE

Mayor Massey recognized Hometown Hero Martin Luis Scheer Jr. Martin and asked him to lead the Pledge.

VISITOR COMMENTS – Limited to three (3) minutes per speaker

- ◆ Nicholas Hellmich. Worked at Columbia Community Mental Health (CCMH) where EMS had responded unprofessionally to an incident, and he asked if EMS workers could receive trauma-informed training.
- ◆ Steven Toschi. Showed maps of the Millard Road property plan which originally had 64 lots and was changed to 90 lots. He showed a map of Rick Scholl's property on Sixth Street and the proposal Mr. Scholl presented to the Planning Commission after failing to declare conflict of interest regarding Ordinance No. 3306. He noted manufactured homes would decrease neighboring property values, and he urged Council to send Ordinance No. 3306 back for revision and suggested limiting commercial interests running apartments to apartment residential zones.
- ◆ Brady Preheim. Stated no more than two Council members could be assigned to the Administration Department due to quorum rules. He asked for public confirmation about the status of the Police Chief and wanted Acting Police Chief Hogue to be hired as the permanent

Police Chief. He was waiting for an apology to City Administrator Walsh as his actions were carried out under the direction of Council.

DELIBERATIONS

1. AP.2.24 through AP.6.24 - Appeal of Planning Commission Decisions to Build a Triplex with Multiple Variances on Wyeth Street (Dan Hatfield)

Council and staff discussed the request, emphasizing the importance of supporting and not undermining the Planning Commission’s decision. It was noted that everyone was required to follow Code, and it was not the same as being penalized. Councilors agreed a duplex would be more appropriate and would need fewer Variances than a triplex, and they recommended submitting a proposal for a duplex with a narrower footprint to the Planning Commission.

Dan Hatfield asked Council to approve his project with a duplex rather than a triplex to avoid the cost of having to go back through the Planning Commission.

City Planner Graichen clarified that if Council upheld the Planning Commission’s decision an appeal could be made to a higher authority, or the project would go back to the drawing board. Council could approve some of the project’s Variances such as the reduced setback or off-street parking which could be utilized in a proposal for the Planning Commission.

Council members stated the matter should go back to the Planning Commission for review and agreed approving a duplex rather than a triplex would be simple if it were not for the many variances in the request, which were beyond Council’s scope.

City Administrator Walsh proposed remanding the decision to the Planning Commission to avoid the applicant needing to reapply and pay the fees again.

City Planner Graichen confirmed the decision could be remanded to the Planning Commission where the decision could be affirmed, reversed, or modified with the new concept that the project could be a duplex, with the condition that Mr. Hatfield grant written approval to extend the 120-day window for response.

Motion: Motion made by Councilor Gundersen and seconded by Council President Chilton to remand the decision back to the Planning Commission with the added condition of a written extension to the 120-day limit as stated by staff and based on discussion. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

REQUEST FOR APPROVAL TO ATTEND EXECUTIVE SESSIONS

2. Consideration of Application from Tamara Maygra of Odd Friday Talk Radio & St. Helens Update to Qualify as a Representative of the News Media to Attend Council Executive Sessions

Motion: Motion made by Councilor Gundersen and seconded by Councilor Sundeen to table the request for approval to attend Executive Sessions to discuss the matter with legal counsel. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

ORDINANCES – Final Reading

3. Ordinance No. 3306: An Ordinance Amending the St. Helens Municipal Code Chapters 17.16, 17.32, 17.60, 17.80, and 17.96 Pertaining to Multifamily Development, Oregon House Bill 4064 (2022) Regarding Manufactured and Prefabricated Dwellings, Oregon House Bill 3395 (2023) Regarding Single Room Occupancies, and Other Housekeeping Amendments

Mayor Massey read Ordinance No. 3306 by title.

City Planner Graichen suggested removing the parts of Ordinance No. 3306 Council was uncomfortable with, and allowing staff to draft a new ordinance with those parts omitted. The major components of

Ordinance No. 3306 were the rules regarding multifamily detached units, manufactured prefabricated structures, single-room occupancy, and other housekeeping amendments. He confirmed he could remove any component from all applicable sections of the new draft of the Ordinance.

Council President Chilton and Councilor Sundeen voiced concern about the component regarding manufactured prefabricated structures.

Councilor Gundersen noted though the issue was affected by State mandate, he preferred to review manufactured prefabricated structures on a case-by-case basis to ensure the best was being done for the City.

City Planner Graichen explained the housekeeping items in Ordinance No. 3306 were very general things that did not fit in the other categories mentioned. He recommended rejecting the second reading of Ordinance No. 3306 and directing staff to return with an Ordinance omitting manufactured prefabricated structures.

Mayor Massey voiced concerns about multifamily developments potentially being able to have four detached homes on one lot within a neighborhood, though she had nothing against manufactured homes. She supported the component regarding single-room occupancy (SRO) and the housekeeping items but would rather exclude the parts about multifamily detached units until an option could be presented that would not allow four homes on one lot.

City Planner Graichen clarified that the State mandate only pertained to the manufactured homes and single-room occupancy components, and the multifamily detached units had stemmed from Council Goals in response to the 2019 Housing Needs Analysis, though he confirmed the needs identified in the Housing Needs Analysis had generally been met.

Councilor Hubbard noted allowing many little structures did not work for infrastructure or neighborhoods.

Mayor Massey was concerned about developers buying investment property to put in clusters of many little homes similar to accessory dwelling units (ADUs) and proposed not allowing multifamily detached units in neighborhoods.

Motion: Motion made by Councilor Gundersen and seconded by Councilor Sundeen to reject or deny the second reading of Ordinance No. 3306 and direct staff to return with an Ordinance regarding single-room occupancy and housekeeping items. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

RESOLUTIONS

4. **Resolution No. 2035:** A Resolution of the St. Helens City Council to Set Planning Department Fees

Mayor Massey read Resolution No. 2035 by title. **Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to adopt Resolution No. 2035. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

5. **Resolution No. 2036:** A Resolution Appointing the Budget Officer for Fiscal Year 2025-26

Mayor Massey read Resolution No. 2036 by title. **Motion:** Motion made by Councilor Sundeen and seconded by Mayor Massey to adopt Resolution No. 2036. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

6. Lease Renewal for Masonic Building at 231 & 235 S. 1st Street

Motion: Motion made by Councilor Sundeen and seconded by Councilor Gundersen to approve '6' above.

City Administrator Walsh confirmed the rate of the lease was \$0.60 per sq. ft. which was well below market rate, and the City would enter a property tax exemption agreement with the building with no limits on the period of time the tax exemption could be applied except for the haunted house portion which had a limitation of 90 days per year as an event and required the Fire Marshall's approval.

Council members noted 90 days was enough time for a haunted house and the space could be used for storage and other uses that did not require a permit during the off-season. Treadway had ideas for using the space apart from Spirit of Halloweentown including laser tag and other activities. The building was beautiful and had been underutilized after the City put a fair amount of money into remodeling the building.

City Administrator Walsh stated discussions were being held and grants were being looked for to bring the Masonic building up to Code as the needed fire sprinkler was an expensive item.

Vote: Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

7. Final Partition Plat for the OYO Hotel/Village Inn

Motion: Motion made by Councilor Gundersen and seconded by Council President Chilton to approve '7' above. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

REVIEW APPLICATIONS FOR AND APPOINT NEW MEMBER TO BUDGET COMMITTEE

8. Budget Committee Applications

Councilors discussed the applications received for appointment to the Budget Committee and noting they preferred someone who had not served on the Budget Committee or other boards before. Council members agreed Marissa Swartz had valuable financial experience to offer to the Budget Committee.

Motion: Motion made by Councilor Sundeen and seconded by Councilor Hubbard to appoint Marissa Swartz to the Budget Committee. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

APPOINTMENTS TO CITY BOARDS AND COMMISSIONS

9. Appointment to Parks & Trails Commission

Mayor Massey noted she was sad to see Nick Hellmich leave the Parks and Trails Commission.

Councilor Sundeen shared Lucas Green's background and passion for preserving the Milton Creek Woodland Reserve and noted he had been interviewed and recommended for appointment to the Parks and Trails Commission.

Motion: Motion made by Councilor Sundeen and seconded by Councilor Gundersen to appoint Lucas Green to the Parks & Trails Commission. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

CONSENT AGENDA FOR APPROVAL

10. Approve Budget Calendar for Fiscal Year 2025/26
11. City Council Minutes dated November 6, 2024, November 20, 2024, December 4, 2024, December 18, 2024, and January 2, 2025
12. Accounts Payable Bill Lists

Motion: Motion made by Councilor Gundersen and seconded by Councilor Sundeen to approve '10' through '12' above. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

WORK SESSION ACTION ITEMS

Council Work Session Times

Change time to accommodate schedules to 3:00 p.m.

Motion: Motion made by Council President Chilton and seconded by Councilor Hubbard to change Council work sessions and Council operating rules to accommodate a new start of 3:00 p.m. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

Summer Schedule

Mayor Massey stated canceling the first Council meeting in July and August 2025 would allow planning vacations and give staff more flexibility. A special session could be called if needed.

Motion: Motion made by Councilor Sundeen and seconded by Council President Chilton to cancel the first meeting in July and August. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

COUNCIL MEMBER REPORTS

Councilor Sundeen reported the Parks and Trails Commission met last Monday to discuss the Urban Trail Project and the next steps for the Milton Creek Woodland Reserve Project including reaching out to Council to work on a better map for the project area. Reid Herman had resigned from the Parks and Trails Commission and was appointed to the Planning Commission, and Nick Hellmich had also resigned from the Parks and Trails Commission. Lucas Green would be a good fit and offer a new perspective. He thanked Acting Police Chief Hogue and the Police Department for their good work.

Council President Chilton welcomed Mayor Massey to Council and commended her openness and willingness to work as a team. She read a statement she had written regarding changing the mindset to focus on bringing high-paying jobs like Project Arcadia into St. Helens, getting high school graduates into good jobs and programs, and keeping the money in the county.

Councilor Gundersen reported on the Columbia River Fire and Rescue Board's team efforts to stabilize financially and gave a shout out to the Local 3215, Dustin King, and Chief Smythe, noting they had saved enough money to purchase a new ambulance which would be running in May 2025. He also thanked Hometown Hero Martin Scheer Jr.

Councilor Hubbard welcomed Mayor Massey to Council and reported the Library was preparing supplies and staff to operate the new Makerspace. He stated Dan Hatfield's property sat as a hazardous burnt structure for four to five years, and he asked whether there was an ordinance to address dangerous structures that were an eyesore and to prevent unwanted inhabitants. The structures did not need to be brought up to Code immediately but should not be left in such disrepair. He said there should be an Ordinance to grant a set amount of time to address hazardous structures.

Councilor Chilton proposed possibly incentivizing owners to tear down dangerous structures on their own property.

MAYOR MASSEY REPORTS

Mayor Massey was excited for the opportunity to be a part of Council and thanked several City staff members for their specific work on several projects along with the following additional comments:

- Council members' new phone numbers would be populated soon on the City website to provide an easy way to reach Council members.
- She was glad Citizen's Day in the Park was still being planned, and that Treadway might take on the event so staff could enjoy the event and co-mingle with citizens.
- Her personal goal was to break ground on the new Police Station within six months, noting the matter would be discussed at a joint Council and Planning Commission meeting on February 5, 2025.

- A form for public service/military background information collection was available on the City website, and she encouraged filling out the form or nominating someone.

OTHER BUSINESS

ADJOURN – 8:19 p.m.

Respectfully transcribed by ABC Transcription Services LLC and submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Jennifer Massey, Mayor



COUNCIL SPECIAL SESSION

Tuesday, February 18, 2025

DRAFT MINUTES

MEMBERS PRESENT

Mayor Jennifer Massey
 Councilor Mark Gundersen
 Councilor Russell Hubbard
 Councilor Brandon Sundeen

MEMBERS ABSENT

Council President Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder
 Gloria Butsch, Finance Director

OTHERS

Sean Clark
 Treadway Events
 Jenn
 Adam
 Joe

CALL SPECIAL SESSION TO ORDER – 3:00 p.m.

Mayor Massey stated that the goal of the meeting was to review the Strategic Work Plans from 2022-2024, solicit new ideas for projects not previously identified, and discuss how to present and review progress on the plans going forward.

ESTABLISH FRAMEWORK FOR TRACKING COUNCIL GOALS

Mayor Massey introduced the idea of using a roadmap or action item document to track Council goals and projects more efficiently. She presented an example spreadsheet format with columns for task, owner, topic, category, priority, comments, action required, percent complete, and status.

Councilor Sundeen expressed support for having a living document that could be regularly updated. He emphasized the importance of setting measurable goals.

The Council discussed the need to prioritize items and distinguish between short-term actionable goals and longer-term projects. They agreed it would be helpful to have a simplified format to track top priorities separate from the more comprehensive strategic plan.

City Administrator Walsh noted that the existing Strategic Work Plan blends tactics and projects. He suggested reviewing the online version on the City website, which provides a clearer project-focused format.

The Council agreed to keep the full Strategic Plan as an overarching document but create a separate streamlined roadmap to track specific Council priorities and action items.

REVIEW STRATEGIC PLAN DOCUMENT FOR 2022-2024

1. Strategic Workplan 2022-2024

Walsh provided an overview of the existing Strategic Work Plan, noting it is organized into five goal areas aligned with the City's mission statement. He explained the plan includes both tangible projects and intangible cultural goals.

The Council reviewed the plan section by section, discussing which items were complete or still relevant. They agreed the document needed to be cleaned up and updated.

Mayor Massey suggested adding percent complete and budget information to help track progress. The Council supported this idea.

Councilors expressed that the current plan was too wordy and contained too many items to effectively track. They agreed to focus on identifying a smaller set of key priorities to actively work on.

ESTABLISH GOALS FOR 2025-2027

The Council discussed several potential priority areas and projects to focus on for 2025-2027, including:

- Public safety building/police station
- Waterfront development
- Mill site redevelopment
- Arcadia project
- Lagoon project
- Urban Trail development
- Sand Island improvements
- ADA-accessible fishing dock and kayak launch
- Economic development incentives
- Updating the City Charter
- Reviving the Youth Council
- Improving emergency preparedness/continuity of operations planning
- Grant writing and management

They agreed to further refine the list of priorities at future meetings.

IDENTIFY AND ASSIGN ACTIONABLE ITEMS

The Council identified several actionable items to pursue:

- Create a streamlined Council roadmap document to track top priorities
- Update and clean up the full Strategic Plan, adding percent complete and budget info
- Research other cities' practices for managing public comment at meetings
- Explore options for economic development incentives
- Look into grant writer/risk manager position
- Review and update Council Operating Rules
- Schedule legal update with City attorneys
- Plan quarterly work sessions for open Council discussion

Mayor Massey volunteered to research continuity of operations planning. Other Councilors agreed to take on research tasks as needed for priority items.

OTHER BUSINESS

The Council discussed ways to improve efficiency of Council meetings and staff reports. Key ideas included:

- Having department heads provide brief highlights rather than full presentations
- Focusing staff reports on progress toward goals/projects
- Creating a consistent template for department reports
- Considering moving public comment to the end of meetings

They also touched on staff morale issues and ways to show appreciation for employees.

ADJOURN – 6:00 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Jennifer Massey, Mayor



COUNCIL WORK SESSION

Wednesday, February 19, 2025

DRAFT MINUTES

MEMBERS PRESENT

Mayor Jennifer Massey
 Council President Jessica Chilton
 Councilor Mark Gundersen
 Councilor Russell Hubbard
 Councilor Brandon Sundeen

STAFF PRESENT

John Walsh, City Administrator	Mouhamad Zaher, Public Works Director
Kathy Payne, City Recorder	Sharon Darroux, Engineering Manager
Lisa Scholl, Deputy City Recorder	Jacob Graichen, City Planner
Gloria Butsch, Finance Director	Ashley Wigod, Contracted City Attorney

OTHERS

Richard Mason	Adam St. Pierre	Michelle Millar
Joe	Mitz	Paul Vogel
Steve Topaz	Ron Trommlitz	Daron Wallace
Jak Massey	Brady Preheim	Jane Garcia
R. Toschi		

CALL WORK SESSION TO ORDER - 3:00 p.m.

ANNOUNCE 2024 CITY EMPLOYEE OF THE YEAR

Postponed until next meeting.

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

- ◆ Ron Trommlitz. Provided a detailed account of issues relating to the City's 2-million-gallon reservoir, highlighting a timeline that dates back to June 23, 2016, when it was discovered that the reservoir was leaking 16,000 gallons in 24 hours. He noted the awarding of the WPI contract for rehabilitation in August 2016 and further complications in April 2017, when it was reported that leaks had escalated to 74,000 gallons per day. Trommlitz mentioned discrepancies in reports from City officials and consultants, raising concerns about the truthfulness of the reports, especially from Sue Nelson and Dave Elder. He emphasized that the City initially pursued litigation against WPI for failing to complete the reservoir project, but preferred to resolve the issue through mediation, which was prepared for in March 2021. Historical details included the City's hiring of Mohammad Zaher as Public Works Director in November 2020, followed by Sue Nelson's departure. Trommlitz also referenced negotiations and the eventual settlement agreement signed by City Administrator Walsh on April 8, 2022, which did not attribute liability to WPI for the rehabilitation failure. Expressing dissatisfaction, Trommlitz sought a comprehensive cause and responsibility assessment, along with an actionable solution for the failed reservoir rehabilitation. He concluded by highlighting the need for transparent communication and accountability in City-led projects.

- ◆ Brady Preheim. Addressed the Mayor, urging her to apologize to City Administrator Walsh for previous public statements, highlighting the idea that admitting one's mistakes can be a sign of strength rather than weakness. He emphasized that the Mayor had publicly criticized Walsh on multiple occasions and insisted that an apology was owed.

Additionally, Preheim expressed his support for Acting Police Chief Hogue, describing him as an example of what the community needs during challenging times. He advocated for the Council to formally open the position and appoint the current Acting Chief to the permanent role.

He referenced the Greenway report, mentioning that it included references to both the Mayor and her husband, contradicting the mayor's public denials regarding their involvement. Preheim noted that while the names were redacted, the report included specific details that he believed clearly pointed to the Mayor and her husband's involvement, despite their public statements to the contrary. He criticized the behavior described in the report, labeling it "disgustingly unethical," and underscored that such mentions were not favorable.

- ◆ Steve Topaz. Commented on the quality of recent meeting minutes, praising them as "really good." He then shifted focus to the police chief situation, providing an overview of how it had been publicized in the news across various media platforms. Topaz drew comparisons to his own experience, recalling that he had faced ethics charges brought by the Administration, which resulted in front-page news and widespread media coverage. However, he noted that following an investigation and a vote by the Ethics Board, he was found to have done nothing wrong and acted appropriately. Despite this, no newspapers reported on the outcome of the ethics investigation, which led him to question the reliability and accuracy of news reports.

Topaz raised further concerns regarding the redaction of names in official reports, emphasizing that the ability to confront one's accuser is a constitutional right that should have been upheld in his case as well. This issue of anonymity contributed to his skepticism about the truthfulness of media reports. In addition, he touched on the working conditions within the police force, particularly pointing out that police officers often work excessive overtime. He highlighted the lack of regulatory restrictions on police overtime in contrast to other professions such as truck driving or piloting, which have strict work-hour limitations and mandatory rest periods to ensure public safety. Topaz argued that excessive overtime for police officers could lead to inefficiency, increase danger, and negatively impact their families.

- ◆ Adam St. Pierre. Speaking via Zoom, raised concerns regarding media access to executive sessions. He expressed his disappointment in receiving an email from City Recorder Payne earlier that morning, where it was mentioned that the City Attorney had recommended denying his organization, FAFODDS, access to the executive sessions. St. Pierre confessed that he had not been informed of the specific reasons for the denial. He pointed out that while the attorney's recommendation is considered, the Council has the authority to make the final decision. Emphasizing the essential role his organization plays as a government watchdog, St. Pierre conveyed that FAFODDS is committed to ensuring transparency and accountability in government processes. Highlighting their adherence to journalistic responsibilities, he appealed for the opportunity to revisit and discuss the denial recommendation, asserting that their group consistently focuses on investigative journalism and holds a strong track record of maintaining confidentiality, citing as an example their restraint in publicizing details about an FBI investigation mentioned in the Greenway report until its official disclosure. St. Pierre concluded by expressing his hope to understand the rationale behind the decision if the Council decided to uphold the

attorney's recommendation, stating that clarifying these reasons would allow his organization to address any concerns and reapply if necessary.

DISCUSSION TOPICS

1. Semi-Annual Report from South Columbia County Chamber of Commerce - *Outreach Director Jak Massey and Board President Ronda Hills*

Chamber Activities and Membership

Jak Massey, representing the South Columbia County Chamber of Commerce, provided a semi-annual report. She highlighted the growth in Chamber membership, increasing from 125 to 150 members over the past year. Massey detailed successful networking events, including well-attended coffee and commerce events and happy hours.

New Membership Levels and Benefits

Massey introduced new membership levels, including a nonprofit tier, a basic level for sole proprietors, and a top-tier diamond level. She explained that membership rates had increased, but additional benefits were added for gold, platinum, and diamond levels. These benefits included free tickets to the annual awards banquet and a new banner advertising program.

Upcoming Events and Awards

The Annual Awards Banquet was announced for the end of March, with various award categories including Small Business of the Year, First Citizen of the Year, and the new Diane Dillard Memorial Silver Citizen of the Year Award. Massey encouraged Council members to attend and consider sponsoring tables or awards.

Council President Chilton raised concerns about communication issues within the Chamber, noting difficulties in obtaining information about events. Massey acknowledged the challenge and outlined steps being taken to improve communication, including partnering with a Board member's employee for social media and marketing assistance.

2. Semi-Annual Report from Columbia Economic Team - *Executive Director Paul Vogel*

Paul Vogel from the Columbia Economic Team presented a brief semi-annual report. He highlighted that the team was actively working in St. Helens across all program areas, including tourism, small business support, recruitment, and energy initiatives. Vogel mentioned recent developments with Project Arcadia, including connecting the project with a potential new lender.

Vogel provided an update on Project Spice, stating that a decision was expected soon, potentially within the first quarter of the year. He noted that energy considerations, including discussions with Columbia River PUD (CRPUD) and concerns about BPA, were key factors in the project's progress. Vogel also mentioned that the State had agreed to fund the second two phases of the transmission feasibility study for the project.

Council members expressed appreciation for Vogel's efforts in turning around the City's investment in the Columbia Economic Team. They noted the value of his work across the entire county and the improved focus on various components such as tourism and regional development.

3. Review of RFP for Reservoir Site Selection & Design - *Public Works Director Mouhamad Zaher & Engineering Manager Sharon Darroux*

Public Works Director Zaher presented the RFP for the reservoir site selection and design. He explained that after exhausting options to mitigate the existing 100-year-old reservoir, the City was moving forward with plans for a new 5-million-gallon reservoir to meet future capacity needs.

Zaher outlined that the RFP would examine four potential locations identified in the Master Plan. He emphasized that the study would provide comprehensive data to support the selection of the most suitable location. Zaher noted that land acquisition could be a potential challenge in the process.

Council members asked about soil testing, costs, and plans. Zaher assured that all necessary specialists, including geotechnical experts, would be involved in the process.

4. Discuss Amendments to S. 1st Street - St. Helens Street Intersection Improvements Contract - Public Works Director Mouhamad Zaher & Engineering Manager Sharon Darroux

Public Works Director Zaher provided an update on the S. 1st Street - St. Helens Street Intersection Improvements project. He stated that the intersection closure was the last major phase of the project, with completion expected by June 30, with hopes to finish by April or May. Zaher addressed concerns about construction vehicles occupying parking spaces, particularly near the physical therapy business, and assured that they were working with contractors to minimize disruptions.

Council members discussed the potential impact on upcoming events, such as 13 Nights on the River and Community Day. City Administrator Walsh mentioned contingency plans, including the possibility of using a temporary stage if the park wasn't ready in time.

5. Review Resolution No. 2039 regarding Draft Revised Financial Policies - Finance Director Gloria Butsch

Finance Director Butsch presented the draft revised financial policies. She highlighted updates to criteria for reviewing SDC charges and utility fee rates. Butsch mentioned that a new utility rate study would be conducted for fiscal year 2026, with results expected to be presented by October.

Council members expressed appreciation for the comprehensive nature of the revised policies and the work done to streamline and clean up financial processes. Mayor Massey noted the significant improvements compared to the previous version from 2017-2018.

6. Review Resolution No. 2037 regarding Final Draft Policy for Executive Session News Media Attendance Application Process - City Attorney Ashley Wigod

City Attorney Ashley Wigod presented the final draft policy for executive session news media attendance. She explained that the updates were intended to incorporate Attorney General guidance into the policy, providing clearer criteria for reviewing media applications.

Wigod outlined the criteria for determining if a non-traditional media entity could be considered "institutional," including having a formal business structure, regular publications, and commitments to confidentiality and error correction. She also addressed questions about specific media organizations and the application process.

Council members discussed the policy and its implementation, with some expressing appreciation for the thoroughness of the review process for media applications.

7. Discussion regarding Start Times for Council Meetings & Joint Council/Planning Commission Meetings

Council members and staff discussed potential changes to meeting structures and start times. The general consensus was to maintain the current schedule of 3:00 p.m. for Work Sessions and 7:00 p.m. for Regular Sessions. However, they considered streamlining presentations and reports to allow more time for questions and proactive agenda items.

Ideas were proposed to improve public comment periods, including potentially moving general public comment to the end of meetings and allowing comments on specific agenda items at the beginning. The

Council also discussed creating a "memorandum of misinformation" to address factual inaccuracies that arise during public comments.

Regarding joint City Council and Planning Commission meetings, after discussion with City Planner Graichen, the Council decided to maintain the current 4:00 p.m. start time.

8. Report from City Administrator John Walsh

- He attended a meeting with Senator Wyden, noting plans to discuss the reservoir project with federal delegates to secure funding.
- A Special Session was announced for March 19 to discuss the Central Waterfront Project, including geotechnical analysis findings.
- Project Arcadia was progressing towards a prospective purchase agreement.
- The police station project was refocusing on the Columbia Boulevard location, with preliminary steps being taken.
- Broadband efforts in the county were advancing, with \$10 million of the \$40 million goal secured.
- An RFP for dock repairs was published, with responses expected soon.
- The City participated in National Engineers Week activities with local high school students.
- Discussions were held about the City's participation in the upcoming Chamber of Commerce awards banquet.
- Walsh also addressed questions about the status of the kayak launch project at Grey Cliffs Park, noting that it was still in the Marine Board's plans but had been delayed due to other priorities and staffing changes.

Recess - 4:47 p.m.

EXECUTIVE SESSION – 4:53 p.m.

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

Reconvene Work Session – 5:31 p.m.

Upon reconvening, Council added an agenda item to the Regular Session to approve and authorize the signature for Amendment Number One to the Purchase and Sale Agreement with Arcadia Paper Mills LLC.

ADJOURN – 5:32 p.m.

Respectfully transcribed by ClerkMinutes and submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Jennifer Massey, Mayor

City of St. Helens

CITY COUNCIL

Executive Session Summary

February 19, 2025

Members Present: Jennifer Massey, Mayor
 Jessica Chilton, Council President
 Mark Gundersen, Councilor
 Brandon Sundeen, Councilor
 Russell Hubbard, Councilor

Staff Present: John Walsh, City Administrator
 Kathy Payne, City Recorder

Others: Ashley Wigod, City Attorney with Jordan Ramis PC
 Jeff Kapp, City Attorney with Jordan Ramis PC



At 4:53 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Other than Labor Negotiator Consultations, representatives of the news media, designated staff, and other persons as approved shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the Council Chambers. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- **Real Property Transactions**, under **ORS 192.660(2)(e)**
 - Update on status of Project Arcadia.
- **Consult with Legal Counsel & Potential/Pending Litigation**, under **ORS 192.660(2)(h)**
 - Update on litigation with St. Helens Assets.
 - Update on mediation with E2C Productions.

The Executive Session was adjourned at 5:30 p.m.



ATTEST:

 Kathy Payne, City Recorder

 Jennifer Massey, Mayor

An audio recording of this meeting is archived at City Hall.



COUNCIL REGULAR SESSION

Wednesday, February 19, 2025

DRAFT MINUTES

MEMBERS PRESENT

Mayor Jennifer Massey
 Council President Jessica Chilton
 Councilor Mark Gundersen
 Councilor Russell Hubbard
 Councilor Brandon Sundeen

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder
 Joe Hogue, Acting Police Chief
 Jacob Graichen, City Planner
 Jenny Dimsho, Associate Planner/Community Development Project Manager

OTHERS

Reed Hjort	Brandon S.	Temperance Albrecht
Joseph Hall	ReAnn Martin	Justin Albrecht
Beverly S.	Trent Albrecht	Tammy Maygra
Brady Preheim	Jenni Gilbert	Roger
Joe	Arthur	Mitzi
Steve Topaz	Adam St. Pierre	

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

PLEDGE OF ALLEGIANCE

Mayor Massey recognized Joseph Paul for his public service and military contributions. She highlighted his extensive military service from 1985 to 2002, including branches served, rank, primary roles, deployments, and awards. Mayor Massey also noted Mr. Paul's public service and community engagement, including his involvement with various organizations and advocacy for veterans. She invited Mr. Paul to lead the Pledge of Allegiance.

VISITOR COMMENTS – Limited to three (3) minutes per speaker

- ◆ Joseph Hall. Presented a display of military service medals to the City of St. Helens in honor of veterans in the community. He explained the significance of each medal, which ranged from a World War I service medal to a POW/MIA medal. Hall noted the historical context for each, such as the first women's service medal awarded during World War II. He mentioned ongoing projects, including helping veterans secure awards they were initially denied and working on a Medal of Honor case. Hall also shared how he assists veterans by researching and locating lost medals, offering his services at no cost to the veterans or their families.

- ◆ Tammy Maygra. Addressed the Council regarding comments made about false information on Facebook. She stated that while someone was accusing her of spreading falsehoods, she wanted to assure the Council that everything she posted was indeed factual. To support her claim, Maygra referenced the approved minutes from January 29, 2024, where discussions were held about what would happen if a levy for the police station failed. She pointed out that Councilor Hubbard had asked about the implications and that Councilor Gundersen had agreed with an increase of 69¢ per thousand, noting that if it failed, they could add it to the utility bill. Maygra then played audio clips for the Council to corroborate the accuracy of her statements.

In addition to defending her previous comments, Maygra expressed concerns about potential restrictions on public comments, emphasizing the importance of transparency and open dialogue. She remarked on the Council members' responsibilities to listen to the public, highlighting that they receive compensation for doing so. Maygra reminded Mayor Massey of her previous advocacy for public accountability and transparency, urging that the Council should continue to uphold these values. She also mentioned the importance of free speech in the public forum, cautioning against any attempts to limit it.

- ◆ Brady Preheim. Supported Maygra's statements and expressed strong opposition to censoring public comments, emphasizing the significance of First Amendment rights and the Council's duty to listen to the public regardless of their personal opinions. He cautioned that if Council members were unwilling to accept public criticism, they should consider resigning. Preheim conveyed gratitude towards Acting Police Chief Hogue, regarding him as a "hometown hero" for his whistleblowing efforts and urged the Council to consider making his position permanent.

Furthermore, Preheim addressed the issue of media representation in executive sessions, noting the scarcity of local news outlets and suggesting that KOHI should be recognized as a legitimate media source. He highlighted the absence of other media channels within the community and stressed the need for transparency and open communication. In a related discussion, Preheim clarified the ownership of a truck, refuting claims made in prior discussions by presenting the title to the truck, thereby disproving allegations and urging the Council and others to thoroughly verify facts before disseminating information.

- ◆ Jenni Gilbert. Expressed deep disappointment with what she perceived as Mayor Massey's lack of leadership and criticized the Council's decision to redact names in a police investigative report. She argued that this lack of transparency was concerning and urged the Council members to remain vigilant regarding ongoing issues within the City. Gilbert emphasized the necessity of supporting the Police Department, which she felt had been let down by recent actions. She also reminded the Mayor of her past actions when leading public calls for accountability and transparency, pointing out a perceived inconsistency in the Mayor's current conduct. Gilbert underlined the importance of maintaining open channels of communication and honesty, urging the Council to continuously uphold these values in their governance.
- ◆ Adam St. Pierre. Discussed the police investigative report in detail, highlighting specific sections and providing clarification on certain points. He expressed concern about the comprehension of the report by some media sources, noting that the report included complex information that might not be fully understood by the general public. St. Pierre referenced specific pages from the report, such as pages seven and eight, to outline instances where he believed actions were being misinterpreted. He emphasized the importance of understanding the Chief's actions mentioned in the report, which involved attempts to instigate the writing of an anonymous letter to the City

Council. St. Pierre criticized the lack of comprehension surrounding the context and implications of these actions and the report as a whole. Additionally, he provided examples from the report to support his concerns about misinformation, highlighting quotes that illustrated flawed interpretations by particular media sources within the community.

ORDINANCES – Final Reading

- 1. Ordinance No. 3307:** An Ordinance Amending the St. Helens Municipal Code Chapters 17.16, 17.32, 17.80, and 17.96 Pertaining to Oregon House Bill 3395 (2023) Regarding Single Room Occupancies, and Other Housekeeping Amendments

Mayor Massey read Ordinance No. 3307 by title. **Motion:** Motion made by Council President Chilton and seconded by Councilor Sundeen at adopt Ordinance No. 3307. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

RESOLUTIONS

- 2. Resolution No. 2037:** A Resolution of the Common Council of the City of St. Helens Adopting an Executive Session News Media Attendance Policy and Replacing in its Entirety Resolution No. 2001

Mayor Massey read Resolution No. 2037 by title. **Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to adopt Resolution No. 2037. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

- ~~**3. Resolution No. 2038:** A Resolution Adopting the City of St. Helens Governing Policy, and Superseding Resolution No. 1838~~

Removed from agenda.

- 4. Resolution No. 2039:** A Resolution to Adopt Financial Policies for the City of St. Helens, Superseding Resolution No. 1806

Mayor Massey read Resolution No. 2039 by title. **Motion:** Motion made by Councilor Gundersen and seconded by Council President Chilton to adopt Resolution No. 2039. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

REQUESTS FOR APPROVAL TO ATTEND EXECUTIVE SESSIONS

5. Consideration of Application from Tammy Maygra to Qualify as a Representative of the News Media to Attend Council Executive Sessions

Motion: Motion made by Council President Chilton and seconded by Councilor Sundeen to deny the application of Tammy Maygra to qualify as a representative of the news media to attend Council Executive Sessions.

Council President Chilton initiated the discussion by highlighting the findings from the City Attorney's report, which were instrumental in evaluating the application. The key concern raised was whether Ms. Maygra represented a well-established institution, as this was a crucial criterion for media representation in executive sessions.

Council President Chilton expressed her agreement with the attorney's assessment, emphasizing the importance of distinguishing between fact and opinion in reporting. Councilor Sundeen echoed these concerns, acknowledging the attorney's recommendation as a guiding factor in his decision. He reiterated that the application did not sufficiently meet the established criteria, specifically pointing out the lack of institutional backing.

During the discussion, the Council considered the broader implications of allowing individuals without clear affiliations to participate in executive sessions, recognizing the need for consistent standards in recognizing media representatives. The consensus was that while Maygra's application demonstrated her

interest, it fell short of meeting the necessary requirements for approval. The Council's decision to deny the application aligned with the City Attorney's recommendation, as well as underscored the Council's commitment to maintaining rigorous standards for media access, ensuring that those who qualify represent recognized institutions with a clear mandate to deliver factual and unbiased reporting.

Re-stated Motion: Motion made by Council President Chilton and seconded by Councilor Gundersen to deny the application from Tammy Maygra to qualify as a representative of the news media to attend Council Executive Sessions. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

6. Consideration of Application from FAFODDS to Qualify as a Representative of the News Media to Attend Council Executive Sessions

Mayor Massey stepped out of the room since she is a member of FAFODDS. Council President Chilton presided over this agenda item.

Motion: Motion made by Councilor Gundersen and seconded by Councilor Hubbard to deny the application from FAFODDS to qualify as a representative of the news media to attend Council Executive Sessions.

Council members acknowledged that FAFODDS had provided evidence of their nonprofit status; however, significant concerns remained about the institution's organizational structure and designated roles.

Councilor Sundeen mentioned that although the organization demonstrated their nonprofit status, they lacked clear institutional backing, which was a necessary criterion for approval. He emphasized that having a formally structured organization with designated roles was essential for media representation in Executive Sessions. Council President Chilton agreed, noting that the absence of clear roles and the undefined nature of the institution made it difficult for the Council to consider them a legitimate news outlet under the established guidelines.

The Council also discussed the importance of distinguishing between fact and opinion within reporting and stressed that established media organizations with a structured framework are expected to deliver factual and unbiased reporting. This emphasis on rigorous criteria was to ensure that those who are granted access represent recognized institutions committed to these journalistic standards. Council's decision to deny the application aligned with the City Attorney's recommendations, underscoring their commitment to maintaining high standards for media representation and upholding the integrity of Executive Sessions.

Vote: Yea: Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen; Abstaining: Mayor Massey

Mayor Massey returned to the room.

7. Consideration of Application from Maxine Bernstein of the Oregonian to Qualify as a Representative of the News Media to Attend Council Executive Sessions

Motion: Motion made by Councilor Gundersen and seconded by Council President Chilton to approve the application from Maxine Bernstein to qualify as a representative of the news media to attend Council Executive Sessions.

It was noted that Ms. Bernstein had presented proper credentials, affirming her status as a journalist for the Oregonian, a well-established news organization. Council members acknowledged the Oregonian's longstanding reputation and organizational structure, which helped ensure adherence to journalistic standards of factual and unbiased reporting.

Council President Chilton highlighted the importance of clear institutional backing for media representatives, which Ms. Bernstein clearly met through her affiliation with the Oregonian. She emphasized that having reporters from reputable media outlets present during Executive Sessions enhances transparency and encourages accountability. Councilor Sundeen concurred, reiterating that the Council's decision was consistent with established criteria focusing on institutional recognition and the journalist's credentials.

The Council recognized her qualifications and the credibility of the news organization she represents. This decision underscored the Council's ongoing commitment to transparency and open communication with established media outlets, ensuring that factual information reaches the community accurately.

Vote: Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

8. Fourth Amendment to Contract with Moore Excavation, Inc. for S. 1st Street - St. Helens Street Intersection Improvements Project, R-685

Motion: Motion made by Councilor Gundersen and seconded by Councilor Sundeen to approve '8' above.

Vote: Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

9. Extension of Agreement with Mayer/Reed, Inc. for Riverwalk Project Phase I and Columbia View Park Amphitheater

Motion: Motion made by Council President Chilton and seconded by Councilor Sundeen to approve '9' above.

Vote: Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

APPOINTMENTS TO CITY BOARDS AND COMMISSIONS

10. Appoint Trina Kingsbury to the Planning Commission

Motion: Motion made by Council President Chilton and seconded by Councilor Gundersen to appoint Trina Kingsbury to the Planning Commission.

Vote: Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

CONSENT AGENDA FOR ACCEPTANCE

11. Library Board Minutes dated January 13, 2025
12. Library Board Subcommittee Minutes dated February 1, 2025
13. Parks & Trails Commission Minutes dated January 13, 2025

Motion: Motion made by Council President Chilton and seconded by Councilor Sundeen to approve '11' through '13' above.

Vote: Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

CONSENT AGENDA FOR APPROVAL

14. City Council Minutes dated December 11, 2024, January 31, 2025, and February 5, 2025
15. Request for Proposal for Water Reservoir Site Selection and Design
16. Accounts Payable Bill Lists

Motion: Motion made by Council President Chilton and seconded by Councilor Sundeen to approve '14' through '16' above.

Vote: Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

WORK SESSION ACTION ITEMS

Project Arcadia

The Council briefly discussed the amendment, emphasizing its importance for the progression of Project Arcadia. Council President Chilton highlighted the need to adjust certain details in the existing agreement to better align with the project's scope and objectives. This would ensure a smoother transition and implementation process as they advanced with the project. The Council was in agreement that the amendment was crucial for maintaining the momentum of the development plans. The discussion underscored the collaborative efforts between the City and Arcadia Paper Mills LLC, aiming to foster economic growth and enhance community facilities.

Motion: Motion made by Council President Chilton and seconded by Councilor Gundersen to to approve and authorize for signature Amendment No. 1 to Purchase and Sale Agreement with Arcadia Paper Mills, LLC. **Vote:** Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

Council Meetings

Motion: Motion made by Councilor Sundeen and seconded by Council President Chilton to move Visitor Comments for the Regular Session to the end of the meeting rather than the beginning.

The Council engaged in a discussion about the proposed change in the placement of visitor comments within the meeting agenda. This change aimed to start meetings on a positive note, fostering a better atmosphere which is more focused on staff appreciation and recognition of hometown heroes. Council President Chilton elaborated on the decision, emphasizing that the move would create a more engaging and open environment for public dialogue at the end of the meeting. They clarified that this adjustment was not intended to limit public participation or free speech but to restructure the flow of the meetings to enhance morale and productivity, as highlighted during strategic planning sessions. The Council collectively agreed that visitor comments would still be welcome, albeit at a different point in the meeting to ensure that meetings conclude on a high note, enabling better overall interactions and responses to citizen concerns.

Vote: Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

Motion: Motion made by Councilor Sundeen and seconded by Council President Chilton to have City department/division reports included in the Work Session packets once a month in a condensed version on a Council approved template. **Vote:** Voting Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

Motion: Motion made by Council President Chilton and seconded by Councilor Gundersen to have reports from community agencies be annual rather than semi-annual. **Vote:** Voting Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

Motion: Motion made by Councilor Sundeen and seconded by Councilor Gundersen to add "*Clearing Confusion and Setting the Facts Straight*" on the Work Session agendas before Visitor Comments.

Councilor Sundeen explained that the addition would serve as a dedicated time for staff to address any misinformation or misunderstandings that may have arisen from previous meetings. This structured opportunity for clarification was aimed at increasing transparency and ensuring that accurate information is readily available to both the Council and the public.

Council President Chilton added that this agenda item would allow staff at least two weeks to formulate responses to any statements or discussions from the prior meeting that required clarification. By providing

a clear timeframe for addressing issues, the Council hoped to maintain an open line of communication with the community and to foster trust between the City and its residents.

The Council underscored the importance of this addition as a means to counteract the spread of misinformation, particularly in the digital age where rumors and inaccuracies can quickly proliferate. By including this segment in the Work Session agendas, the Council aimed to create a reliable resource where the public could find verified information and clarification on City matters.

Acknowledging that it would not be a forum for back-and-forth dialogue, the Council clarified that this item was about setting the record straight and providing factual information for public consumption.

Vote: Yea: Mayor Massey, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

COUNCIL MEMBER REPORTS

Councilor Sundeen reported...

- Discussed Parks and Trails Commission's activities, including upcoming work parties.
- Highlighted an opening on the Parks and Trails Commission for new members.
- Asked Acting Police Chief Hogue to elaborate on the Police Department's new wellness program.
 - Outlined improvements in officer wellness through new initiatives.
 - Described concerted efforts to provide fitness instruction and facilitate lifestyle changes within the Department.
 - Emphasized the positive impact of new equipment donations and improved officers' health over time.

Council President Chilton...

- Provided details on event planning, covering 13 Nights on the River, Fourth of July celebrations, and Spirit of Halloweentown.
- Announced new sponsorships and event specifics, as well as plans for gift shop expansion.

Councilor Gundersen...

- Reported on the process and selection of a new candidate for City Boards and Commissions.
- Praised the high caliber of the applicants who have shown interest in these positions.
- Mentioned the installation of new garbage cans planned for downtown.

Councilor Hubbard...

- Expressed support for the newly appointed Planning Commission member.
- Highlighted the appointee's local background and the diversity they will bring to the Commission's decision-making processes.

MAYOR MASSEY REPORTS

Acknowledgement of Staff Work: Mayor Massey thanked City staff for their dedication and hard work, especially during the recent severe weather conditions. She highlighted the efforts of Public Works and Police Departments to ensure community safety and maintain essential services.

Council's Direction: Expressed enthusiasm for the Council's proactive approach towards improving operational efficiency. Praised Council initiatives aimed at enhancing governance and addressing long-standing community issues.

Police Department Concerns and Interim Chief Position: Discussed the ongoing efforts to address and resolve internal concerns within the Police Department, including conducting assessments and making necessary adjustments. Emphasized a commitment to fostering positive changes, focusing on improving departmental culture and operations. Highlighted the interim chief position, noting the conversations with Acting Police Chief Joe Hogue to address various issues and enhance Department

performance. Reaffirmed the Council's dedication to providing strong leadership support to the department during this transitional period.

OTHER BUSINESS

ADJOURN – 7:54 p.m.

Respectfully transcribed by ABC Transcription Services LLC and submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Jennifer Massey, Mayor

City of St. Helens
Consent Agenda for Approval

OLCC LICENSES

The following businesses submitted a processing fee to the City for a Liquor License:

2025 RENEWALS

<u>Licensee</u>	<u>Tradename</u>	<u>Location</u>	<u>Purpose</u>
Chubb's Chevron	Aman & Kamal, LLC	745 S. Columbia River HWY	Renewal
Skinny's Texaco	Aman & Kulwinder, LLC	373 S. Columbia River HWY	Renewal
Tap Into Wine LLC	Tap Into Wine	313 Strand Street	Renewal
Tap Into Wine LLC	Big River Taproom	313 Strand Street	Renewal
Kirat Corp	Sherlocks Grocery	155 N. Vernonia	Renewal

2025 NEW & CHANGE IN PRIVILEGE OR OWNERSHIP

A copy of the OLCC application documents submitted for the businesses listed below were emailed to the Police Department for review. No adverse response was received.

<u>Licensee</u>	<u>Tradename</u>	<u>Location</u>	<u>Purpose</u>
Riverside Grill and Catering LLC	Riverside Grill and Catering LLC	305 Strand St	New License
VI St Helens LLC	Village Inn Restaurant	535 S Col. River Hwy	New Owner

MONTHLY REPORT TO COUNCIL



Meeting Date:
Author:
Department:
Division:
Type of Item: Informational
CC: City Administrator John Walsh

Public Works Department Update

Engineering:

-

Facilities Maintenance:

-

Fleet:

-

Information Technology:

-

Operations:

-

Parks:

-

Miscellaneous:

-

DRAFT EXAMPLE



STAFF REPORT (Item Specific)

Item #5.

Meeting Date:

Author:

Department:

Division:

Subject:

Type of Item:

CC:

City Administrator John Walsh

Introduction:

Background:

Staff Analysis:

Budget Impact:

Alternatives:

Requested Action:

Attachments:

-

DRAFT EXAMPLE

Expense Approval Register

Packet: APPKT01192 - AP 2.7.25-2.14.25



St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
PATH POINT MERCHANT SER...	01.01.25 - 01.31.25 4520	02/10/2025	UTILITY BILLING MERCHANT ...	100-707-52020	2,444.08
PATH POINT MERCHANT SER...	01.01.25-01.31.25 3040	02/10/2025	GENERAL SERVICE MERCHANT...	100-707-52020	378.44
ENTERPRISE FM TRUST	FBN52404533	02/10/2025	LEASE	100-705-52097	14,814.83
ENTERPRISE FM TRUST	FBN52404533	02/10/2025	MAINTENANCE	100-705-52098	693.13
IN A PICKLE CPR LLC	0007	02/13/2025	CPR CLASSES 2/8/25	100-709-52019	560.00
RUBENS LAWN SERVICE	0007404	02/14/2025	MONTHLY LAWN SERVICE	100-705-52023	40.00
CENTURY LINK	02.03.25 7305	02/14/2025	503-397-4016	100-712-52010	58.96
CENTURY LINK	02.03.25 7305	02/14/2025	503-366-3029	100-712-52010	33.77
CENTURY LINK	02.03.25 7305	02/14/2025	503-366-1101	100-712-52010	37.42
CENTURY LINK	02.03.25 7305	02/14/2025	503-366-2856	100-712-52010	78.56
CENTURY LINK	02.03.25 7305	02/14/2025	503-366-1103	100-712-52010	33.77
CENTURY LINK	02.03.25 7305	02/14/2025	503-366-1257	100-712-52010	37.42
CENTURY LINK	02.03.25 7305	02/14/2025	503-397-1426	100-712-52010	37.42
CENTURY LINK	02.03.25 7305	02/14/2025	503-397-0619	100-712-52010	33.77
CENTURY LINK	02.03.25 7305	02/14/2025	503-397-0422	100-712-52010	37.42
CENTURY LINK	02.03.25 7305	02/14/2025	TAXES FEES AND SURCHARG...	100-712-52010	366.99
CENTURY LINK	02.03.25 7305	02/14/2025	503-366-8200	100-712-52010	78.35
CENTURY LINK	02.03.25 7305	02/14/2025	503-366-3448	100-712-52010	54.97
CENTURY LINK	02.03.25 7305	02/14/2025	503-397-3195	100-712-52010	33.77
CENTURY LINK	02.03.25 7305	02/14/2025	503-366-7932	100-712-52010	33.77
CENTURY LINK	02.03.25 7305	02/14/2025	503-397-3363	100-712-52010	33.77
NW NATURAL GAS	02.03.25	02/14/2025	256563-8	100-705-52003	155.79
NW NATURAL GAS	02.03.25	02/14/2025	258767-3	100-706-52003	1,474.25
NW NATURAL GAS	02.03.25	02/14/2025	259856-3	100-708-52003	21.27
NW NATURAL GAS	02.03.25	02/14/2025	256304-7	100-708-52003	67.12
NW NATURAL GAS	02.03.25	02/14/2025	4157643-0	100-709-52003	442.41
NW NATURAL GAS	02.03.25	02/14/2025	3707010-9	100-709-52003	273.45
NW NATURAL GAS	02.03.25	02/14/2025	1323284-8	100-715-52003	183.28
NW NATURAL GAS	02.03.25	02/14/2025	1359528-5	100-715-52003	197.51
CENTURY LINK	02.06.25 9231	02/14/2025	632B	100-712-52010	43.61
EMPLOYMENT TAX -STATE OF..	11378890	02/14/2025	STATEMENT OF BENEFIT QRT...	100-705-51015	-3,451.36
EMPLOYMENT TAX -STATE OF..	11378890	02/14/2025	STATEMENT OF BENEFIT QU...	100-705-51015	5,852.00
EMPLOYMENT TAX -STATE OF..	11378890	02/14/2025	STATEMENT OF BENEFIT QRT...	100-712-51015	-3,451.37
EMPLOYMENT TAX -STATE OF..	11378890	02/14/2025	STATEMENT OF BENEFIT QU...	100-712-51015	7,524.00
CULLIGAN	2025017304075742	02/14/2025	BOTTLED WATER POLICE	100-705-52019	104.60
SIERRA SPRINGS	21814586020125	02/14/2025	WATER BOTTLED COURT / UB...	100-715-52001	66.99
CDR LABOR LAW LLC	3154	02/14/2025	GENERAL LABOR	100-705-52019	2,890.00
VERIZON	6104889292	02/14/2025	CELL SERVICE ACCT 2420601...	100-712-52010	170.60
STAPLES BUSINESS CREDIT	7003833311	02/14/2025	OFFICE SUPPLES	100-702-52001	37.89
STAPLES BUSINESS CREDIT	7003833311	02/14/2025	OFFICE SUPPLES	100-704-52001	90.98
STAPLES BUSINESS CREDIT	7003833311	02/14/2025	OFFICE SUPPLES	100-711-52001	19.93
STAPLES BUSINESS CREDIT	7003833311	02/14/2025	OFFICE SUPPLES	100-715-52001	808.71
SHRED-IT C/O STERICYCLE INC	8009746487	02/14/2025	CITY HALL SHRED SERVICE	100-715-52001	278.67
SHRED-IT C/O STERICYCLE INC	8009803117	02/14/2025	POLICE DEPT SHRED SERVICE	100-705-52019	103.67
METRO PRESORT	IN674892	02/14/2025	UB BILL PRINTING	100-707-52008	1,127.00
METRO PRESORT	IN674892	02/14/2025	UB BILL PRINTING -POSTAGE	100-707-52009	2,583.70
PORT OF COLUMBIA COUNTY	005	02/18/2025	CITY-COUNTY DINNER -MASS...	100-701-52018	28.50
PORT OF COLUMBIA COUNTY	005	02/18/2025	CITY-COUNTY DINNER -MASS...	100-703-52018	85.50
BRADY PREHEIM	02.10.25	02/18/2025	REFUND PUBLIC RECORDS R...	100-000-37004	20.00
COLUMBIA COUNTY TREASU...	02.12.25	02/18/2025	CRIMINAL ASSESSMENTS JAN...	100-000-20900	229.26
COLUMBIA COUNTY TREASU...	02.12.25	02/18/2025	CRIMINAL ASSESSMENTS JAN...	100-000-36002	-22.93
SAIF CORPORATION	1001849327	02/18/2025	INSTALLMENT 26274	100-705-51005	8.55
BIO-MED TESTING SERVICES ...	1112804	02/18/2025	PRE EMPLOYMENT TEST	100-702-52019	280.00

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BEMIS	11141	02/18/2025	DALTON LAKE NATURE PRES...	100-708-52001	112.00
MORE POWER TECHNOLOGY...	16945	02/18/2025	PREMIUM AGREEMENT MO...	100-712-52019	8,978.17
MORE POWER TECHNOLOGY...	16946	02/18/2025	24TB BCDR APPLIANCE WITH...	100-712-52019	902.00
MORE POWER TECHNOLOGY...	16994	02/18/2025	MICROSOFT 365 BUS STAND...	100-712-52006	2,858.40
KIWANIS CLUB OF ST. HELENS	2.11.25	02/18/2025	LISTING OF CITY OF ST HELEN...	100-715-52001	35.00
JAMIE EDWARDS	2.12.25	02/18/2025	VEHICLE MILEAGE-OGFOA M...	100-707-52018	106.40
JAMIE EDWARDS	2.12.25	02/18/2025	VEHICLE MILEAGE-BANK RUN	100-707-52020	36.47
MORE POWER TECHNOLOGY...	4952	02/18/2025	PREMIUM SSL WILDCARD FR...	100-712-52019	324.99
ACE HARDWARE - ST. HELENS	60174 1.31.25	02/18/2025	ACE MATERIALS ACCT 60174	100-715-52023	19.98
ACE HARDWARE - ST. HELENS	60176 1.31.25	02/18/2025	MATERIALS ACE ACCT 60176 ...	100-708-52001	30.56
AMY LINDGREN LAW LLC	662	02/18/2025	JUDICIAL SERVICES	100-704-52019	7,653.00
SOLUTIONS YES	INV434973	02/18/2025	COPIER MAINTENANCE	100-712-52006	195.00
DEPARTMENT OF TRANSPOR...	L0063432101	02/18/2025	DMV SERVICES ACCT 61018	100-704-52019	11.50
DAHLGREN'S DO IT BEST BUI...	01.25.25 10026	02/06/2025	BUILDING SUPPLIES ACCT 10...	100-708-52023	948.22
DAHLGREN'S DO IT BEST BUI...	01.25.25 10026	02/06/2025	BUILDING SUPPLIES ACCT 10...	100-708-52023	138.23
DAHLGREN'S DO IT BEST BUI...	01.25.25 10026	02/06/2025	BUILDING SUPPLIES ACCT 10...	100-715-52023	6.89
CENTURY LINK	01.26.25 2307	02/06/2025	966B	100-712-52010	338.14
HUDSON GARBAGE SERVICE	14845291S046	02/06/2025	2046-1001554	100-706-52003	102.40
HUDSON GARBAGE SERVICE	14845376S046	02/06/2025	2046-1001554	100-706-52003	610.60
HUDSON GARBAGE SERVICE	14845486s046	02/06/2025	2046-1287539	100-715-52023	252.10
HUDSON GARBAGE SERVICE	14845487S046	02/06/2025	2046-1287547	100-705-52023	130.50
HUDSON GARBAGE SERVICE	14845489S046	02/06/2025	2046-1287598	100-708-52023	638.20
HUDSON GARBAGE SERVICE	14845490S046	02/06/2025	2046-1287601	100-715-52023	138.20
HUDSON GARBAGE SERVICE	14845491S046	02/06/2025	2046-1287636	100-708-52023	223.60
HUDSON GARBAGE SERVICE	14845876S046	02/06/2025	7056- TRASH REC CENTER O...	100-705-52023	14.20
HUDSON GARBAGE SERVICE	14845971S046	02/06/2025	2046-71905273	100-709-52023	85.00
CHAVES CONSULTING INC	214714	02/06/2025	MONTHLY USER FEE PER USE...	100-702-52019	185.10
JOHNSON CONTROLS US HO...	24398799	02/06/2025	FIRE ALARM TESTING & INSP...	100-706-52023	2,111.95
JOHNSON CONTROLS US HO...	24417159	02/06/2025	SPRINKLER TEST & INSPECTI...	100-706-52023	943.02
MIDWEST TAPE	506582554	02/06/2025	DVD / ABD 2000010011	100-706-52034	39.73
METRO PLANNING INC	6497	02/06/2025	WEB GIS	100-710-52001	62.50
METRO PRESORT	IN674760	02/06/2025	UB BILL PRINTING	100-707-52008	181.36
METRO PRESORT	IN674760	02/06/2025	UB BILL PRINTING -POSTAGE	100-707-52009	446.98
XPRESS SOLUTIONS INC	INV-XPR021024	02/06/2025	CARD TRANSACTION FEES M...	100-707-52020	3,387.29
LEAGUE OF OREGON CITIES	R24515	02/06/2025	LEAGUE OF OR CITIES MEMB...	100-703-52018	65.00
LEAGUE OF OREGON CITIES	R24561	02/06/2025	LEAGUE OF OR CITIES MEMB...	100-701-52018	65.00
Fund 100 - GENERAL FUND Total:					70,541.87

Fund: 202 - COMMUNITY DEVELOPMENT

NW NATURAL GAS	02.03.25 316-9	02/14/2025	NATURAL GAS 1300 KASTER ...	202-722-52003	77.05
OREGON DEPARTMENT OF S...	29006	02/18/2025	WATERWAY LEASE ML9431	202-721-52054	1,596.10
MAUL FOSTER ALONGI INC	65505	02/18/2025	WATERFRONT REDEVELOPM...	202-726-52019	6,196.25
PORTLAND GENERAL ELECTR...	01.01.25 -02.02.25	02/06/2025	2236086248 MILL 1300 KAST...	202-722-52003	39,903.60
Fund 202 - COMMUNITY DEVELOPMENT Total:					47,773.00

Fund: 601 - WATER

NW NATURAL GAS	02.03.25	02/14/2025	1583294-2	601-732-52003	978.23
EAGLE STAR ROCK PRODUCTS..	403619	02/14/2025	ROCK 13TH WATERLINE	601-731-52001	272.44
CORRECT EQUIPMENT	57601	02/18/2025	WATER METERS-RECEIVER &...	601-731-53314	31,703.40
ACE HARDWARE - ST. HELENS	60181 1.31.25	02/18/2025	ACE MATERIALS ACCT 60181	601-731-52001	137.60
LAWRENCE OIL COMPANY	CFSI-25682	02/18/2025	247752 WATER	601-732-52022	81.16
CORE & MAIN	INV0010826	02/18/2025	MATERIALS	601-732-52001	138.09
DAHLGREN'S DO IT BEST BUI...	01.25.25 10026	02/06/2025	BUILDING SUPPLIES ACCT 10...	601-731-52001	279.44
CITY OF COLUMBIA CITY	01.26.25	02/06/2025	001754-001	601-732-52003	90.98
CORE & MAIN	W362758	02/06/2025	MATERIALS	601-731-53302	6,432.64
Fund 601 - WATER Total:					40,113.98

Fund: 603 - SEWER

CENTURY LINK	02.03.25 7305	02/14/2025	503-366-3024	603-736-52010	18.71
CENTURY LINK	02.03.25 7305	02/14/2025	503-397-6997	603-736-52010	16.88
CENTURY LINK	02.03.25 7305	02/14/2025	503-397-3351	603-736-52010	16.88
CENTURY LINK	02.03.25 7305	02/14/2025	503-397-1272	603-736-52010	16.88

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CENTURY LINK	02.03.25 7305	02/14/2025	503-397-7757	603-736-52010	16.88
CENTURY LINK	02.03.25 7305	02/14/2025	503-397-3644	603-736-52010	16.88
CENTURY LINK	02.03.25 7305	02/14/2025	503-397-3357	603-736-52010	16.88
CENTURY LINK	02.03.25 7305	02/14/2025	503-397-3997	603-736-52010	16.88
CENTURY LINK	02.03.25 7305	02/14/2025	503-366-3021	603-736-52010	18.71
CENTURY LINK	02.03.25 7305	02/14/2025	503-397-3232	603-736-52010	16.88
CENTURY LINK	02.03.25 7305	02/14/2025	503-366-3027	603-736-52010	18.71
CENTURY LINK	02.03.25 7305	02/14/2025	503-366-1102	603-736-52010	18.71
CENTURY LINK	02.03.25 7305	02/14/2025	503-397-1272	603-737-52010	16.89
CENTURY LINK	02.03.25 7305	02/14/2025	503-397-3644	603-737-52010	16.89
CENTURY LINK	02.03.25 7305	02/14/2025	503-397-3232	603-737-52010	16.89
CENTURY LINK	02.03.25 7305	02/14/2025	503-397-3357	603-737-52010	16.89
CENTURY LINK	02.03.25 7305	02/14/2025	503-397-3351	603-737-52010	16.89
CENTURY LINK	02.03.25 7305	02/14/2025	503-366-3027	603-737-52010	18.71
CENTURY LINK	02.03.25 7305	02/14/2025	503-397-7757	603-737-52010	16.89
CENTURY LINK	02.03.25 7305	02/14/2025	503-366-3021	603-737-52010	18.71
CENTURY LINK	02.03.25 7305	02/14/2025	503-366-3024	603-737-52010	18.71
CENTURY LINK	02.03.25 7305	02/14/2025	503-366-1102	603-737-52010	18.71
CENTURY LINK	02.03.25 7305	02/14/2025	503-397-3997	603-737-52010	16.89
CENTURY LINK	02.03.25 7305	02/14/2025	503-397-6997	603-737-52010	16.89
NW NATURAL GAS	02.03.25	02/14/2025	258575-0	603-736-52003	137.77
NW NATURAL GAS	02.03.25	02/14/2025	258575-0	603-737-52003	137.77
SUNSET AUTO PARTS INC - N...	01.31.25	02/18/2025	AUTO PARTS ACCT 6355	603-735-52001	60.43
CITY OF PORTLAND	10495390	02/18/2025	LAB SERVICES FY 2024-2025 ...	603-736-52064	1,752.00
CITY OF PORTLAND	10495390	02/18/2025	LAB SERVICES FY 2024-2025 ...	603-737-52064	1,752.00
LAKESIDE INDUSTRIES INC	303753	02/18/2025	EZ STREET ASPHALT	603-735-52001	896.69
ACE HARDWARE - ST. HELENS	60180 1.31.25	02/18/2025	MATERIALS ACE ACCT 60180	603-735-52001	60.27
DAHLGREN'S DO IT BEST BUI...	01.25.25 10026	02/06/2025	BUILDING SUPPLIES ACCT 10...	603-735-52001	229.44
COLUMBIA RIVER PUD	02.03.25 38633	02/06/2025	38633 594 S 9 ST POWER	603-737-52003	10,527.28
Fund 603 - SEWER Total:					15,973.49
Fund: 703 - PW OPERATIONS					
NW NATURAL GAS	02.03.25	02/14/2025	1960772-0	703-734-52003	23.15
NW NATURAL GAS	02.03.25	02/14/2025	114867-5	703-734-52003	99.41
PAPE MACHINERY	15874863	02/14/2025	PARTS	703-739-52099	297.43
PAPE MACHINERY	15883222	02/14/2025	PARTS	703-739-52099	319.11
EMMERT CHEVERLET BUICK ...	457751	02/14/2025	REPAIR TO SDM MODULE - 2...	703-739-52019	190.75
SUNSET AUTO PARTS INC - N...	01.31.25	02/18/2025	AUTO PARTS ACCT 6355	703-739-52099	421.42
INEXPENSIVE TREE CARE	03778-I	02/18/2025	CUT COTTONWOODS NEAR ...	703-734-52019	800.00
LAWRENCE OIL COMPANY	065382	02/18/2025	247748 PUBLIC WORKS	703-734-52022	192.00
EMMERT CHEVERLET BUICK ...	143853	02/18/2025	CLUSTER	703-739-52099	257.53
LES SCHWAB TIRE CENTER	22900640527	02/18/2025	NEW TIRES 2005 FORD RANG...	703-739-52099	913.72
ACE HARDWARE - ST. HELENS	60174 1.31.25	02/18/2025	ACE MATERIALS ACCT 60174	703-734-52023	57.97
ACE HARDWARE - ST. HELENS	60174 1.31.25	02/18/2025	ACE MATERIALS ACCT 60174	703-734-52023	-7.80
LAWRENCE OIL COMPANY	CFSI-25682	02/18/2025	247750 PUBLIC WORKS	703-734-52022	62.45
LAWRENCE OIL COMPANY	CFSI-25682	02/18/2025	247748 PUBLIC WORKS	703-734-52022	817.97
DAHLGREN'S DO IT BEST BUI...	01.25.25 10026	02/06/2025	BUILDING SUPPLIES ACCT 10...	703-734-52023	111.74
DAHLGREN'S DO IT BEST BUI...	01.25.25 10026	02/06/2025	BUILDING SUPPLIES ACCT 10...	703-739-52023	429.71
PAPE MACHINERY	1009056	02/06/2025	MACHINE REPAIR	703-739-52099	2,489.71
HUDSON GARBAGE SERVICE	14845488S046	02/06/2025	2046-1287555	703-734-52023	105.60
LES SCHWAB TIRE CENTER	22900639471	02/06/2025	NEW TIRES 2006 CHEV SILVE...	703-739-52099	1,447.04
METRO PLANNING INC	6497	02/06/2025	WEB GIS	703-733-52019	87.50
Fund 703 - PW OPERATIONS Total:					9,116.41
Fund: 706 - PUBLIC SAFETY					
MACKENZIE	1092286	02/18/2025	ST. HELENS PUBLIC SAFETY B...	706-000-52019	1,666.25
Fund 706 - PUBLIC SAFETY Total:					1,666.25
Grand Total:					185,185.00

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	70,541.87
202 - COMMUNITY DEVELOPMENT	47,773.00
601 - WATER	40,113.98
603 - SEWER	15,973.49
703 - PW OPERATIONS	9,116.41
706 - PUBLIC SAFETY	1,666.25
Grand Total:	185,185.00

Account Summary

Account Number	Account Name	Expense Amount
100-000-20900	Court - County Assessm...	229.26
100-000-36002	Fines - Court	-22.93
100-000-37004	Miscellaneous	20.00
100-701-52018	Professional Developme...	93.50
100-702-52001	Operating Supplies	37.89
100-702-52019	Professional Services	465.10
100-703-52018	Professional Developme...	150.50
100-704-52001	Operating Supplies	90.98
100-704-52019	Professional Services	7,664.50
100-705-51005	Insurance	8.55
100-705-51015	Other Benefits	2,400.64
100-705-52003	Utilities	155.79
100-705-52019	Professional Services	3,098.27
100-705-52023	Facility Maintenance	184.70
100-705-52097	Enterprise Fleet	14,814.83
100-705-52098	Enterprise Fleet Mainte...	693.13
100-706-52003	Utilities	2,187.25
100-706-52023	Facility Maintenance	3,054.97
100-706-52034	Visual Materials	39.73
100-707-52008	Printing	1,308.36
100-707-52009	Postage	3,030.68
100-707-52018	Professional Developme...	106.40
100-707-52020	Bank Service Fees	6,246.28
100-708-52001	Operating Supplies	142.56
100-708-52003	Utilities	88.39
100-708-52023	Facility Maintenance	1,948.25
100-709-52003	Utilities	715.86
100-709-52019	Professional Services	560.00
100-709-52023	Facility Maintenance	85.00
100-710-52001	Operating Supplies	62.50
100-711-52001	Operating Supplies	19.93
100-712-51015	Other Benefits	4,072.63
100-712-52006	Computer Maintenance	3,053.40
100-712-52010	Telephone	1,542.48
100-712-52019	Professional Services	10,205.16
100-715-52001	Operating Supplies	1,189.37
100-715-52003	Utilities	380.79
100-715-52023	Facility Maintenance	417.17
202-721-52054	Offshore Lease	1,596.10
202-722-52003	Utilities	39,980.65
202-726-52019	Professional Services	6,196.25
601-731-52001	Operating Supplies	689.48
601-731-53302	ANNUAL MAINT -OPS	6,432.64
601-731-53314	WATER METERS	31,703.40
601-732-52001	Operating Supplies	138.09
601-732-52003	Utilities	1,069.21
601-732-52022	Fuel	81.16
603-735-52001	Operating Supplies	1,246.83
603-736-52003	Utilities	137.77

Account Summary

Account Number	Account Name	Expense Amount
603-736-52010	Telephone	209.88
603-736-52064	Lab Testing	1,752.00
603-737-52003	Utilities	10,665.05
603-737-52010	Telephone	209.96
603-737-52064	Lab Testing	1,752.00
703-733-52019	Professional Services	87.50
703-734-52003	Utilities	122.56
703-734-52019	Professional Services	800.00
703-734-52022	Fuel	1,072.42
703-734-52023	Facility Maintenance	267.51
703-739-52019	Professional Services	190.75
703-739-52023	Facility Maintenance	429.71
703-739-52099	Equipment Operations	6,145.96
706-000-52019	Professional Services	1,666.25
Grand Total:		185,185.00

Project Account Summary

Project Account Key	Expense Amount
None	185,185.00
Grand Total:	185,185.00



St. Helens, OR

Item #6.

Expense Approval Register

Packet: APPKT01200 - 2.19.25 Court AP

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
Willis, Kaylee Julianna	INV0007674	02/11/2025	Court Refund - Willis, Kaylee ...	100-000-20200	500.00
Moore, Adam Gabriel	INV0007678	02/18/2025	Bail Refund - Moore, Adam G...	100-000-20200	2,875.00
Fund 100 - GENERAL FUND Total:					3,375.00
Grand Total:					3,375.00

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	3,375.00
Grand Total:	3,375.00

Account Summary

Account Number	Account Name	Expense Amount
100-000-20200	Court - Bail	3,375.00
Grand Total:		3,375.00

Project Account Summary

Project Account Key	Expense Amount
None	3,375.00
Grand Total:	3,375.00



St. Helens, OR

Expense Approval Register

Item #6.

Packet: APPKT01199 - AP 2.21.25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
RICOH USA INC	108904209	02/19/2025	POLICE EQUIPMENT LEASE 1...	100-705-52001	510.33
ORKIN	272402589	02/19/2025	PEST CONTROL POLICE	100-705-52023	207.00
MAUL FOSTER ALONGI INC	65317	02/19/2025	JORDAN RAMIS PC: CITY OF S...	100-715-52019	9,376.25
ENTERPRISE FM TRUST	FBN5262143	02/19/2025	PARKS & REC FLEET	100-709-52097	427.68
ENTERPRISE FM TRUST	FBN5262144	02/19/2025	596107 BUILDING	100-711-52097	463.83
ENTERPRISE FM TRUST	FBN5262164	02/19/2025	PLANNING FLEET	100-710-52097	451.21
ENTERPRISE FM TRUST	FBN5262175	02/19/2025	CITY HALL FLEET	100-715-52097	7.00
CARDINAL SERVICES INC	018800	02/21/2025	TEMPORARY EMPLOYMENT	100-705-52023	395.68
CARDINAL SERVICES INC	018800	02/21/2025	TEMPORARY EMPLOYMENT	100-706-52023	628.43
CARDINAL SERVICES INC	018800	02/21/2025	TEMPORARY EMPLOYMENT	100-708-52023	46.55
CARDINAL SERVICES INC	018800	02/21/2025	TEMPORARY EMPLOYMENT	100-709-52023	93.10
CARDINAL SERVICES INC	018800	02/21/2025	TEMPORARY EMPLOYMENT	100-715-52023	476.00
CARDINAL SERVICES INC	019154	02/21/2025	TEMPORARY EMPLOYMENT	100-705-52023	428.26
CARDINAL SERVICES INC	019154	02/21/2025	TEMPORARY EMPLOYMENT	100-706-52023	503.67
CARDINAL SERVICES INC	019154	02/21/2025	TEMPORARY EMPLOYMENT	100-709-52023	116.38
CARDINAL SERVICES INC	019154	02/21/2025	TEMPORARY EMPLOYMENT	100-715-52023	476.00
CARDINAL SERVICES INC	019471	02/21/2025	TEMPORARY EMPLOYMENT	100-705-52023	276.97
CARDINAL SERVICES INC	019471	02/21/2025	TEMPORARY EMPLOYMENT	100-706-52023	445.48
CARDINAL SERVICES INC	019471	02/21/2025	TEMPORARY EMPLOYMENT	100-708-52023	46.55
CARDINAL SERVICES INC	019471	02/21/2025	TEMPORARY EMPLOYMENT	100-709-52023	93.10
CARDINAL SERVICES INC	019471	02/21/2025	TEMPORARY EMPLOYMENT	100-715-52023	476.00
BIT FOR BIT FORENSICS LLC	02.04.25.2	02/21/2025	ST HELENS POLICE DEPARTM...	100-705-52019	2,407.50
BIT FOR BIT FORENSICS LLC	02.04.25	02/21/2025	ST HELENS POLICE DEPARTM...	100-705-52019	1,550.00
PITNEY BOWES BANK INC PU...	02.11.25	02/21/2025	POSTAGE METER	100-715-52009	1,039.00
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	150 S 13TH ST- POLICE	100-705-52003	233.49
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	150 S 13 ST POLICE STATION ...	100-705-52003	410.72
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	375 S 18TH ST COLUMBIA CE...	100-706-52003	688.23
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	162 MCMICHAEL ST - CAMPB...	100-708-52003	161.50
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	475 S 18TH ST	100-708-52003	216.91
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	475 S 18 ST METER 10220167	100-708-52003	133.40
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	475 S 18TH ST	100-708-52003	199.61
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	475 S 18TH ST - MCCORMICK...	100-708-52003	124.86
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	50 PLAZA SQ- PLAZA OUTLETS	100-708-52003	44.17
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	200 N 7TH ST - PARK	100-708-52003	36.59
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	299 N 6TH ST - PARKS	100-708-52003	36.44
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	475 S 18TH ST- MCCORMICK ...	100-708-52003	40.57
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	200 N RIVER ST - GREY CLIFFS...	100-708-52003	99.60
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	264 STRAND ST- COL VIEW P...	100-708-52003	136.14
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	264 STRAND ST- COL VIEW P...	100-708-52046	136.24
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	264 STRAND ST- PARKS/ GAZ...	100-708-52046	45.42
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	265 STRAND ST. - DOCKS	100-708-52046	361.63
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	2625 GABLE RD REC CENTER	100-709-52003	171.88
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	277 STRAND ST -	100-715-52003	36.67
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	275 STRAND ST- CITY HALL U...	100-715-52003	109.83
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	265 STRAND ST- CITY HALL ...	100-715-52003	213.27
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	265 STRAND ST- CITY HALL ...	100-715-52003	926.39
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	277 STRAND ST- CITY HALL U...	100-715-52003	69.39
OCCUPATIONAL SAFETY HEA...	1666	02/21/2025	ANNUAL POST EXPOSURE AC...	100-705-52019	804.00
JORDAN RAMIS PC ATTORNE...	230796	02/21/2025	ST HELENS ASSETS LLC LITIG...	100-715-52019	12,371.35
JORDAN RAMIS PC ATTORNE...	231081	02/21/2025	GENERAL LEGAL	100-715-52019	6,500.50
JORDAN RAMIS PC ATTORNE...	231083	02/21/2025	EMPLOYMENT MATTERS	100-715-52019	3,383.25
JORDAN RAMIS PC ATTORNE...	231084	02/21/2025	PUBLIC WORKS ENGINEERING	100-715-52019	2,205.00
JORDAN RAMIS PC ATTORNE...	231085	02/21/2025	FINANCE / FRANCHISE	100-715-52019	70.00

Expense Approval Register

Packet: APPKT011

Item #6.

5

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JORDAN RAMIS PC ATTORNE...	231086	02/21/2025	PUBLIC RECORDS REQUESET- ..	100-715-52019	420.00
ORKIN	273793118	02/21/2025	PEST CONTROL POLICE	100-705-52023	207.00
ORKIN	273794179	02/21/2025	265 STRAND PEST SERVICE Cl...	100-715-52023	130.00
ORKIN	273795133	02/21/2025	375 S 18TH ST LIBRARY	100-706-52023	169.00
CENTURY LINK BUSINESS SER...	724494902	02/21/2025	ACCT 88035002	100-712-52010	316.49
CINTAS	8407287230	02/21/2025	CITY HALL FIRST AID CABINET...	100-715-52001	54.71
CINTAS	8407287231	02/21/2025	PARKS FIRST AID CABINET SE...	100-708-52001	109.72
COLUMBIA COUNTY	DEC 2024	02/21/2025	INSPECTIONS	100-711-52015	240.00
L.N CURTIS AND SONS	INV907037	02/21/2025	POLICE UNIFORMS	100-705-52002	154.00
L.N CURTIS AND SONS	INV910017	02/21/2025	POLICE UNIFORMS	100-705-52002	16.85
ABC TRANSCRIPTION SERVI...	STH0225036	02/21/2025	TRANSCRIPTION SERVICES-Cl...	100-702-52019	886.95
Fund 100 - GENERAL FUND Total:					53,613.74

Fund: 201 - VISITOR TOURISM

JORDAN RAMIS PC ATTORNE...	231087	02/21/2025	E2C DISPUTE - JAN 2025	201-000-52019	175.00
Fund 201 - VISITOR TOURISM Total:					175.00

Fund: 202 - COMMUNITY DEVELOPMENT

MASON BRUCE & GIRARD INC	36010	02/19/2025	PROJECT 0106173-ST HELENS...	202-724-52019	2,549.62
MAUL FOSTER ALONGI INC	65506	02/19/2025	BWP ON CALL SERVICES	202-722-52019	518.75
PORTLAND GENERAL ELECTR...	01.10.25-02.10.25	02/21/2025	1277060585 1300 KASTER RD	202-722-52003	183.07
PORTLAND GENERAL ELECTR...	01.10.25-02.10.25	02/21/2025	1650931000 1300 KASTER RD	202-722-52003	24.72
PORTLAND GENERAL ELECTR...	01.10.25-02.10.25	02/21/2025	8863163302 1300 KASTER RD	202-722-52003	24.72
PORTLAND GENERAL ELECTR...	01.10.25-02.10.25	02/21/2025	7357701000 1300 KASTER RD	202-722-52003	25.28
LOWER COLUMBIA ENGINEE...	12298	02/21/2025	RIVERWALK INSPECTION SER...	202-723-53103	923.75
STATE OF OREGON WATER R...	152597	02/21/2025	SALMONBERRY RESERVOIR	202-724-52001	230.00
JORDAN RAMIS PC ATTORNE...	231427	02/21/2025	PROJECT ARCADIA SALE - JA...	202-722-52019	827.50
ADVANCED EXCAVATING SPE...	24033-09	02/21/2025	P-525A ST HELENS RIVERWA...	202-723-53103	306,639.55
Fund 202 - COMMUNITY DEVELOPMENT Total:					311,946.96

Fund: 203 - COMMUNITY ENHANCEMENT

CARDINAL SERVICES INC	018800	02/21/2025	TEMPORARY EMPLOYMENT	203-709-52028	3,287.52
CARDINAL SERVICES INC	018848	02/21/2025	TEMPORARY EMPLOYMENT	203-709-52028	380.15
CARDINAL SERVICES INC	019154	02/21/2025	TEMPORARY EMPLOYMENT	203-709-52028	4,073.38
CARDINAL SERVICES INC	019471	02/21/2025	TEMPORARY EMPLOYMENT	203-709-52028	4,450.17
JOAN YOUNGBERG	02.20.25	02/21/2025	MCBRIDE ART CLASS 21 CLG ...	203-709-52140	1,000.00
HARMONY F ALLEN	02.20.25	02/21/2025	MCBRIDE TEACHER LIAISON - ...	203-709-52140	2,579.00
Fund 203 - COMMUNITY ENHANCEMENT Total:					15,770.22

Fund: 205 - STREETS

KITTELSON & ASSOCIATES INC	0152308	02/19/2025	PROJECT 235440 1ST & ST ST...	205-000-52019	213.94
PORTLAND GENERAL ELECTR...	01.10.25-02.10.25	02/21/2025	4854421000 STREET LIGHTI...	205-000-52003	62.52
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	2198 COLUMBIA BLVD - SIG...	205-000-52003	50.03
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	1370 COLUMBIA BLVD - FOU...	205-000-52003	49.17
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	191 N MILTON WAY- LANDS...	205-000-52003	36.59
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	58651 COL HWY GATEWAY A...	205-000-52003	37.08
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	1800 COLUMBIA BLVD - SIG...	205-000-52003	116.61
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	35320 SYKES RD	205-000-52003	44.17
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	495 S 18TH ST - LIGHT SIGNAL	205-000-52003	57.52
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	191 N MILTON WAY - SIGNAL	205-000-52003	44.56
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	265 STRAND ST	205-000-52003	3,700.14
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	715 S COLUMBIA RIVER HWY ..	205-000-52003	46.13
Fund 205 - STREETS Total:					4,458.46

Fund: 601 - WATER

NORTHSTAR CHEMICAL	303721	02/19/2025	SODIUM HYPOCHLORITE 12....	601-732-52083	1,945.08
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	2300 STRAND ST - WELL 2	601-731-52003	554.35
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	62420 COLUMBIA RIVER HWY..	601-731-52003	333.61
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	35261 PITTSBURG RD- PW W...	601-731-52003	38.55
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	1680 1 ST -	601-731-52003	1,890.15
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	END OF KESTREL VIEW DRIVE	601-731-52003	176.25
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	57500 OLD PORTLAND RD - ...	601-731-52003	138.50

Expense Approval Register

Packet: APPKT011

Item #6.

25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	1215 FOURTH ST - WFF	601-732-52003	4,108.76
				Fund 601 - WATER Total:	9,185.25
Fund: 603 - SEWER					
CONSOR NORTH AMERICA I...	W233257OR.00-10	02/18/2025	WASTEWATER COLLECTION ...	603-000-53033	78,130.25
CARDINAL SERVICES INC	018800	02/21/2025	TEMPORARY EMPLOYMENT	603-736-52023	29.09
CARDINAL SERVICES INC	018800	02/21/2025	TEMPORARY EMPLOYMENT	603-737-52023	29.05
CARDINAL SERVICES INC	019154	02/21/2025	TEMPORARY EMPLOYMENT	603-736-52023	34.68
CARDINAL SERVICES INC	019154	02/21/2025	TEMPORARY EMPLOYMENT	603-737-52023	34.21
CARDINAL SERVICES INC	019471	02/21/2025	TEMPORARY EMPLOYMENT	603-736-52023	34.68
CARDINAL SERVICES INC	019471	02/21/2025	TEMPORARY EMPLOYMENT	603-737-52023	34.22
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	240 CLARK ST PUMP STATION	603-735-52003	36.75
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	451 PLYMOTH ST - WWTP L...	603-736-52003	1,545.00
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	451 PLYMOTH ST - WWTP L...	603-737-52003	1,545.01
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	35120 MAPLE ST. - PS 11	603-738-52003	119.48
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	505 S 1ST ST PUMP STATION	603-738-52003	116.93
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	134 N 1ST- PS 2 8873519	603-738-52003	249.34
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	58791 58725 COL RIV HWY P...	603-738-52003	72.87
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	110 S 4TH ST - PS 3	603-738-52003	46.28
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	169 S 4TH ST WATER FLOW ...	603-738-52003	43.23
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	318 S 1ST ST- PS #1 8805564	603-738-52003	54.94
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	240 MADRONA CT	603-738-52003	175.49
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	58360 OLD PORTLAND RD - P...	603-738-52003	273.70
BLACK & VEATCH CORPORAT...	1456327	02/21/2025	ST HELENS NPDES PERMIT S...	603-738-52019	2,099.52
				Fund 603 - SEWER Total:	84,704.72
Fund: 605 - STORM					
NUISANCE SOLUTIONS	02.20.25	02/21/2025	REMOVE BEAVER FROM STO...	605-000-52019	250.00
				Fund 605 - STORM Total:	250.00
Fund: 703 - PW OPERATIONS					
AMERICAN GUTTER SERVICE ...	INV-000117	02/18/2025	GUTTER INSTALL	703-734-52023	1,986.00
AMERICAN GUTTER SERVICE ...	INV-000119	02/18/2025	GUTTER INSTALL	703-739-52023	450.00
SUNSET EQUIPMENT	110783	02/19/2025	PARTS	703-734-52001	58.08
NCSUP LLC	1131	02/19/2025	PARTS	703-734-52001	1,324.00
DLT SOLUTIONS LLC	5297643A	02/19/2025	SOFTWARE STANDARD PLAN...	703-733-52019	6,955.79
COLUMBIA COUNTY TRANSF...	8786	02/19/2025	DUMP FEES ACCT 0017	703-734-52019	39.58
COLUMBIA COUNTY TRANSF...	8786	02/19/2025	DUMP FEES ACCT 0017	703-739-52001	50.57
COLUMBIA COUNTY TRANSF...	8786	02/19/2025	DUMP FEES ACCT 0017	703-739-52023	58.27
ENTERPRISE FM TRUST	FBNS240424	02/19/2025	ENTERPRISE FLEET LEASE & ...	703-734-52097	998.55
COLUMBIA RIVER FIRE AND ...	02.06.25	02/21/2025	SHARED COST JOINT MAINT ...	703-739-52099	1,032.13
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	984 OREGON ST - PW SHOP	703-734-52003	181.58
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	1230 DEER ISLAND RD - PW	703-734-52003	215.39
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	984 OREGON ST	703-734-52003	559.60
COLUMBIA RIVER PUD	02.13.25 7493	02/21/2025	650 OREGON ST -LEMONT P...	703-734-52003	339.75
INEXPENSIVE TREE CARE	05385-I	02/21/2025	REMOVING DEAD ALDER	703-739-52019	1,800.00
AMERICAN EXTERMINATION ...	185852	02/21/2025	SENIOR CENTER PEST CONT...	703-739-52120	141.00
CINTAS	8407287229	02/21/2025	FIRST AID CABINET SERVICE	703-734-52019	112.75
ENTERPRISE FM TRUST	FBNS262201	02/21/2025	ENGINEERING FLEET 619034	703-733-52097	591.08
				Fund 703 - PW OPERATIONS Total:	16,894.12
Fund: 706 - PUBLIC SAFETY					
OTAK INC	000022500089	02/21/2025	PUBLIC SAFETY BUILDING	706-000-52019	7,806.38
				Fund 706 - PUBLIC SAFETY Total:	7,806.38
Fund: 801 - URBAN RENEWAL AGENCY					
MOORE EXCAVATION INC	P-525 PAYMENT #25	02/18/2025	S 1ST AND STRAND ROAD & ...	801-000-53001	687,005.22
MOORE EXCAVATION INC	R-685 PAYMENT #10	02/19/2025	S 1ST & AND ST HELENS INTE...	801-000-53001	215,521.03
				Fund 801 - URBAN RENEWAL AGENCY Total:	902,526.25
				Grand Total:	1,407,331.10

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	53,613.74
201 - VISITOR TOURISM	175.00
202 - COMMUNITY DEVELOPMENT	311,946.96
203 - COMMUNITY ENHANCEMENT	15,770.22
205 - STREETS	4,458.46
601 - WATER	9,185.25
603 - SEWER	84,704.72
605 - STORM	250.00
703 - PW OPERATIONS	16,894.12
706 - PUBLIC SAFETY	7,806.38
801 - URBAN RENEWAL AGENCY	902,526.25
Grand Total:	1,407,331.10

Account Summary

Account Number	Account Name	Expense Amount
100-702-52019	Professional Services	886.95
100-705-52001	Operating Supplies	510.33
100-705-52002	Personnel Uniforms Equ...	170.85
100-705-52003	Utilities	644.21
100-705-52019	Professional Services	4,761.50
100-705-52023	Facility Maintenance	1,514.91
100-706-52003	Utilities	688.23
100-706-52023	Facility Maintenance	1,746.58
100-708-52001	Operating Supplies	109.72
100-708-52003	Utilities	1,229.79
100-708-52023	Facility Maintenance	93.10
100-708-52046	Dock Services	543.29
100-709-52003	Utilities	171.88
100-709-52023	Facility Maintenance	302.58
100-709-52097	Enterprise Fleet	427.68
100-710-52097	Enterprise Fleet	451.21
100-711-52015	Intergovernmental Servi...	240.00
100-711-52097	Enterprise Fleet	463.83
100-712-52010	Telephone	316.49
100-715-52001	Operating Supplies	54.71
100-715-52003	Utilities	1,355.55
100-715-52009	Postage	1,039.00
100-715-52019	Professional Services	34,326.35
100-715-52023	Facility Maintenance	1,558.00
100-715-52097	Enterprise Fleet	7.00
201-000-52019	Professional Services	175.00
202-722-52003	Utilities	257.79
202-722-52019	Professional Services	1,346.25
202-723-53103	Riverwalk Construction	307,563.30
202-724-52001	Operating Supplies	230.00
202-724-52019	Professional Services	2,549.62
203-709-52028	Projects & Programs	12,191.22
203-709-52140	Contract Programs	3,579.00
205-000-52003	Utilities	4,244.52
205-000-52019	Professional Services	213.94
601-731-52003	Utilities	3,131.41
601-732-52003	Utilities	4,108.76
601-732-52083	Chemicals	1,945.08
603-000-53033	Sewer Capacity - Profess...	78,130.25
603-735-52003	Utilities	36.75
603-736-52003	Utilities	1,545.00
603-736-52023	Facility Maintenance	98.45
603-737-52003	Utilities	1,545.01
603-737-52023	Facility Maintenance	97.48

Account Summary

Account Number	Account Name	Expense Amount
603-738-52003	Utilities	1,152.26
603-738-52019	Professional Services	2,099.52
605-000-52019	Professional Services	250.00
703-733-52019	Professional Services	6,955.79
703-733-52097	Enterprise Fleet	591.08
703-734-52001	Operating Supplies	1,382.08
703-734-52003	Utilities	1,296.32
703-734-52019	Professional Services	152.33
703-734-52023	Facility Maintenance	1,986.00
703-734-52097	Enterprise Fleet	998.55
703-739-52001	Operating Supplies	50.57
703-739-52019	Professional Services	1,800.00
703-739-52023	Facility Maintenance	508.27
703-739-52099	Equipment Operations	1,032.13
703-739-52120	Facility Maintenance Ot...	141.00
706-000-52019	Professional Services	7,806.38
801-000-53001	Capital Outlay	902,526.25
	Grand Total:	1,407,331.10

Project Account Summary

Project Account Key	Expense Amount
None	1,407,331.10
Grand Total:	1,407,331.10



St. Helens, OR

Item #6.

Expense Approval Register

Packet: APPKT01201 - 2.28.25 Wauna AP

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 201 - VISITOR TOURISM					
NW NATURAL GAS	02.13.25 776-4	02/24/2025	NATURAL GAS- MASONIC BU...	201-000-52131	136.28
NW NATURAL GAS	02.13.25 776-4	02/24/2025	NATURAL GAS- MASONIC BU...	201-000-52131	886.66
COLUMBIA RIVER PUD	02.20.25 94111	02/24/2025	94111	201-000-52131	238.19
CITY OF ST. HELENS	02.28.25 01-00178-001	02/24/2025	01-00178-001 MASONIC BUI...	201-000-52131	93.36
WESTERN DISPLAY FIREWOR...	25-7765	02/24/2025	1ST INSTALLMENT FIREWOR...	201-000-52019	5,000.00
Fund 201 - VISITOR TOURISM Total:					6,354.49
Grand Total:					6,354.49

Fund Summary

Fund	Expense Amount
201 - VISITOR TOURISM	6,354.49
Grand Total:	6,354.49

Account Summary

Account Number	Account Name	Expense Amount
201-000-52019	Professional Services	5,000.00
201-000-52131	Contracted Building Leas...	1,354.49
Grand Total:		6,354.49

Project Account Summary

Project Account Key	Expense Amount
None	6,354.49
Grand Total:	6,354.49



St. Helens, OR

Expense Approval Register

Item #6.

Packet: APPKT01202 - 2.28.25 AP

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
AT&T MOBILITY	28730228933OXO2232025	02/24/2025	287302289330 POLICE PHON...	100-705-52010	1,909.61
QWEST DBA CENTURYLINK A...	3263x201-s-25045	02/24/2025	5163X201S3	100-712-52010	80.33
MIDWEST TAPE	506778491	02/24/2025	DVD / ABD 2000010011	100-706-52034	52.48
JAMIN COY	02.25.25	02/25/2025	TRAVEL REIMBURSEMENT-B...	100-705-52018	170.00
FIFTH ASSEST INC	DB2001858	02/25/2025	2SWH-TIER 2 SUBSCRIPTION	100-707-52019	13,000.00
MORE POWER TECHNOLOGY...	17057	02/26/2025	PREMIUM AGREEMENT MO...	100-712-52019	9,272.17
MORE POWER TECHNOLOGY...	17058	02/26/2025	24TB BCDR APPLIANCE WITH...	100-712-52019	902.00
MORE POWER TECHNOLOGY...	17092	02/26/2025	MICROSOFT 365 BUS STAND...	100-712-52006	2,858.40
INGRAM LIBRARY SERVICES	86786871	02/26/2025	BOOKS 20C7921	100-706-52033	18.96
INGRAM LIBRARY SERVICES	86786873	02/26/2025	BOOKS 20C7921	100-706-52033	117.07
INGRAM LIBRARY SERVICES	86800432	02/26/2025	BOOKS 20C7921	100-706-52033	40.87
INGRAM LIBRARY SERVICES	86800435	02/26/2025	BOOKS 20C7921	100-706-52033	13.29
INGRAM LIBRARY SERVICES	86800437	02/26/2025	BOOKS 20C7921	100-706-52033	417.84
TYLER BUSINESS FORMS	98794	02/26/2025	2024 1095C EMPLOYEE COPY...	100-707-52001	46.96
SOLUTIONS YES	INV437480	02/26/2025	COPIER CONTRACT CO02-002...	100-706-52019	111.07
CARDINAL SERVICES INC	019800	02/27/2025	TEMPORARY EMPLOYMENT	100-705-52023	209.48
CARDINAL SERVICES INC	019800	02/27/2025	TEMPORARY EMPLOYMENT	100-706-52023	360.76
CARDINAL SERVICES INC	019800	02/27/2025	TEMPORARY EMPLOYMENT	100-708-52023	46.55
CARDINAL SERVICES INC	019800	02/27/2025	TEMPORARY EMPLOYMENT	100-709-52023	139.65
CARDINAL SERVICES INC	019800	02/27/2025	TEMPORARY EMPLOYMENT	100-715-52023	476.00
WILCOX	0930753-IN	02/27/2025	FUEL PARKS DEPT	100-708-52022	337.67
Fund 100 - GENERAL FUND Total:					30,581.16
Fund: 202 - COMMUNITY DEVELOPMENT					
BEMIS	11158	02/25/2025	DAILY ENTRY PERMITS	202-724-52001	579.00
Fund 202 - COMMUNITY DEVELOPMENT Total:					579.00
Fund: 203 - COMMUNITY ENHANCEMENT					
CARDINAL SERVICES INC	019800	02/27/2025	TEMPORARY EMPLOYMENT	203-709-52028	3,660.78
Fund 203 - COMMUNITY ENHANCEMENT Total:					3,660.78
Fund: 603 - SEWER					
OREGON DEQ BUSINESS OFF...	02.03.25	02/24/2025	PRINCIPAL PAYMENT ON LO...	603-000-55001	50,000.00
CARDINAL SERVICES INC	019800	02/27/2025	TEMPORARY EMPLOYMENT	603-736-52023	29.09
CARDINAL SERVICES INC	019800	02/27/2025	TEMPORARY EMPLOYMENT	603-737-52023	29.10
Fund 603 - SEWER Total:					50,058.19
Fund: 605 - STORM					
EAGLE STAR ROCK PRODUCTS..	405674	02/26/2025	ROCK 7TH ST STORM	605-000-52001	281.47
Fund 605 - STORM Total:					281.47
Grand Total:					85,160.60

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	30,581.16
202 - COMMUNITY DEVELOPMENT	579.00
203 - COMMUNITY ENHANCEMENT	3,660.78
603 - SEWER	50,058.19
605 - STORM	281.47
Grand Total:	85,160.60

Account Summary

Account Number	Account Name	Expense Amount
100-705-52010	Telephone	1,909.61
100-705-52018	Professional Developme...	170.00
100-705-52023	Facility Maintenance	209.48
100-706-52019	Professional Services	111.07
100-706-52023	Facility Maintenance	360.76
100-706-52033	Printed Materials	608.03
100-706-52034	Visual Materials	52.48
100-707-52001	Operating Supplies	46.96
100-707-52019	Professional Services	13,000.00
100-708-52022	Fuel	337.67
100-708-52023	Facility Maintenance	46.55
100-709-52023	Facility Maintenance	139.65
100-712-52006	Computer Maintenance	2,858.40
100-712-52010	Telephone	80.33
100-712-52019	Professional Services	10,174.17
100-715-52023	Facility Maintenance	476.00
202-724-52001	Operating Supplies	579.00
203-709-52028	Projects & Programs	3,660.78
603-000-55001	Principal	50,000.00
603-736-52023	Facility Maintenance	29.09
603-737-52023	Facility Maintenance	29.10
605-000-52001	Operating Supplies	281.47
Grand Total:	85,160.60	

Project Account Summary

Project Account Key	Expense Amount
None	85,160.60
Grand Total:	85,160.60



St. Helens, OR

Item #6.

Expense Approval Register

Packet: APPKT01206 - 2/26/2025 - Bail Refunds

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
Middleton, Aiyden Marcous...	INV0007730	02/25/2025	Refund Court OverageMiddle...	100-000-36002	60.00
Rayburn, Alicia Dee	INV0007731	02/25/2025	Bail Refudn - Rayburn, Alicia ...	100-000-20200	233.75
Barbeau, James Jon	INV0007732	02/26/2025	Bail Refund - Barbeau, Frankl...	100-000-20200	4,200.00
Fund 100 - GENERAL FUND Total:					4,493.75
Grand Total:					4,493.75

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	4,493.75
Grand Total:	4,493.75

Account Summary

Account Number	Account Name	Expense Amount
100-000-20200	Court - Bail	4,433.75
100-000-36002	Fines - Court	60.00
Grand Total:		4,493.75

Project Account Summary

Project Account Key	Expense Amount
None	4,493.75
Grand Total:	4,493.75