

COUNCIL REGULAR SESSION

Wednesday, December 16, 2020 at 7:00 PM

COUNCIL MEMBERS:

LOCATION & CONTACT:

Mayor Rick Scholl Council President Doug Morten Councilor Keith Locke Councilor Ginny Carlson Councilor Stephen R. Topaz https://zoom.us/j/95133275009?pwd=M2Nwb1IERG9yN09HVGJWV1Q2NTUzQT09 Website | www.sthelensoregon.gov Email | kathy@ci.st-helens.or.us Phone | 503-397-6272 Fax | 503-397-4016

AGENDA

CALL REGULAR SESSION TO ORDER PLEDGE OF ALLEGIANCE FAREWELL TO COUNCILOR LOCKE & COUNCILOR CARLSON

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

- 1. Resolution No. 1907: A Resolution of the Common Council of the City of St. Helens, Oregon, Amending Resolution No. 1889, the City Employee Compensation Plan, to Change the Public Works Engineering Director Title to City Engineer
- **2. Resolution No. 1908:** A Resolution of the St. Helens City Council to Honor Citizen Engagement and Promote Community Health and Livability

AWARD BID/CONTRACT

- 3. McCormick Park Playground Equipment (see packet materials)
- 4. Columbia Pacific Food Bank Renovation Project to JH Kelly for \$1,615.777

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

- 5. Extension of Agreement with Pauly, Rogers, & Co. PC for Auditing Services
- Statement of Work for Professional Services with David Evans & Associates for N. Vernonia Road Sidewalks Project
- 7. Contract Payments
- 8. Master Services Agreement with NW Regional Education Service District for Library Services

APPOINTMENTS TO CITY BOARDS & COMMISSIONS

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

CONSENT AGENDA FOR ACCEPTANCE

10. Planning Commission Minutes dated November 10, 2020

CONSENT AGENDA FOR APPROVAL

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

WORK SESSION ACTION ITEMS
MAYOR SCHOLL REPORTS
COUNCIL MEMBER REPORTS
OTHER BUSINESS
ADJOURN

VIRTUAL MEETING DETAILS

Join Zoom Meeting:

https://zoom.us/j/95133275009?pwd=M2Nwb1IERG9yN09HVGJWV1Q2NTUzQT09

Meeting ID: 951 3327 5009

Passcode: 502621

Dial by your location: 1 346 248 7799

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

Be a part of the vision...Get involved with your City...Volunteer for a City of St. Helens Board or Commission! For more information or for an application, stop by City Hall or call 503-366-8217.

City of St. Helens RESOLUTION NO. 1907

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ST. HELENS, OREGON, AMENDING RESOLUTION NO. 1889, THE CITY EMPLOYEE COMPENSATION PLAN, TO CHANGE THE PUBLIC WORKS ENGINEERING DIRECTOR TITLE TO CITY ENGINEER

WHEREAS, it is necessary for the City to update the Public Works Engineering Director job title to an updated job description and new job title of City Engineer; and

WHEREAS, the compensation plan adopted on June 3, 2020, by Resolution No. 1889 for the St. Helens Police Association, AFSCME Union, and Unrepresented Employees needs amending.

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

Unrepresented Employees	Mgmt. Leave		MONTHLY SALARY RANGE						
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5			
City Engineer	Α	6904	7268	7650	8053	8477			

Ap _l vote:	proved and adopte	ed by the City	y Council on	December	16, 2020	, by the	following
	Ayes:						
	Nays:						
ATTEST:			Rick	Scholl, Ma	yor		
Kathy Pay	ne, City Recorder						

City of St. Helens **RESOLUTION NO. 1908**

A RESOLUTION OF THE ST. HELENS CITY COUNCIL TO HONOR CITIZEN ENGAGEMENT AND PROMOTE COMMUNITY HEALTH AND LIVABILITY

WHEREAS, Urban trails and pathways are shown to promote community health, improve equitable access to outdoor recreation, decrease carbon emissions, and provide economic benefits while enhancing livability, neighborhood connectivity and provide unique ways to see and experience the city; and

WHEREAS, the Parks and Trails Commission has the authority to review and make recommendations to the City Council on public parks, public bicycle and/or pedestrian ways, and recreation facility development plans, construction plans, recreation use or development proposals, and such other park-related activities as deemed advisable by the City Council, as outlined in SHMC 2.74.090; and

WHEREAS, the Parks and Trails Commission volunteers are actively evaluating and advocating for an urban trail transportation option to connect, showcase, and promote equitable public use and enjoyment of our city parks; and

WHEREAS, the City of St. Helens Strategic Workplan 2020-2022 recognizes community and civic engagement, a livable and safe community, economic development, and long-term planning as priority goal areas.

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

- **Section 1**. The City Council welcomes meaningful citizen involvement on City advisory boards and commissions.
- **Section 2**. An urban trail/pathway has the potential to offer residents a connection to City parks, and non-motorized transportation options that highlight natural, cultural, and historic resources of our city.
- <u>Section 3</u>. The City Council accepts the recommendation of the Parks and Trails Commission to continue work to identify, suggest, and promote pathways in our city.
- **Section 4**. The City Council and staff will work in good faith with the volunteer Parks and Trails Commission to implement the Commission's identified priorities of finalizing a nonmotorized path option, facilitating promotion of the suggested route by the Commission, and improving related signage and public information.

Resolution No. 1908 Page 1 of 2

Item #2.

vote:	Approved and adopted by	the City Council on December 16, 2020, by the following
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	Ayes:	
	Nays:	
		Rick Scholl, Mayor
ATTES	ST:	
Kathy	Payne, City Recorder	

Resolution No. 1908 Page 2 of 2 Page 5

COUNCIL ACTION SHEET

То:	The Mayor and Members of City Council	
From:	Sue Nelson, P.E.	
Date:	16 December 2020	City of St. Helens
Subject:	Award Playground Equipment Contract for McCormick Park	FOUNDED 1850

Background:

McCormick Park is the largest and most popular park in the City of St. Helens, attracting locals and park users from the entire Columbia County region. The Park is approximately 80 acres and hosts a number of recreational opportunities. Despite the recreation facilities that attract thousands of visitors annually, McCormick Park's only playground equipment was installed approximately 20 years ago. Due to its heavy usage and age, certain elements of the original set have been removed due to safety concerns. The equipment was scheduled to be replaced in 2020. However, early in the year the City was approached by the Trail Blazers Moda Assist program to be one of three cities participating in a community competition where the city with the most votes wins funding for all-inclusive play equipment based on the number of assists the Blazers accumulate during their season. St. Helens won the competition and was awarded \$37,000 towards all-abilities play equipment in McCormick Park. With this expanded budget, the vision for the entire playground was modified to focus on all-abilities play equipment.

Representatives of six play equipment manufacturers were invited to provide proposals to include as much all-inclusive pieces as possible within a certain budget. All suppliers are part of the Oregon State procurement contract and have been through the competitive bidding process. Seven proposals were received and reviewed by a committee consisting of representatives from the Parks & Trails Commission, Parks Department, Recreation Program, and Public Works Engineering Department. The proposals were evaluated on the equipment selection, layout, variety of activities, age range, ADA accessibility, user friendliness, and cost. Two proposals rose to the top — Wildwood Playgrounds NW and NW Playground Equipment, Inc. These proposals were presented to the Parks & Trails Commission at their December 14 meeting to review and make a recommendation to the City Council.

Recommendation:

Award purchase of the play equipment for McCormick Park to XXXXXXXXXX as the recommended representative for XXXXX play equipment. Authorize the Mayor to sign a materials and services contract for procurement and installation of the selected play equipment for McCormick Park.

Attachments:

NW Playground Equipment proposal and Wildwood Playgrounds NW proposal.





McCormic Park

IHD_215_20R2







McCormic Park

IHD_215_20R2







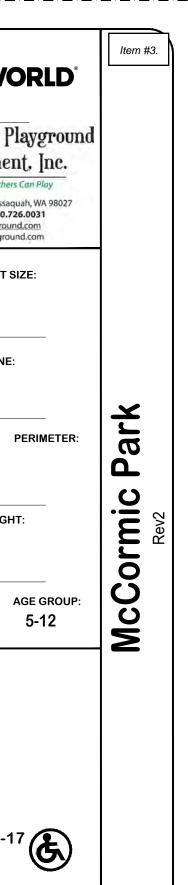


McCormic Park

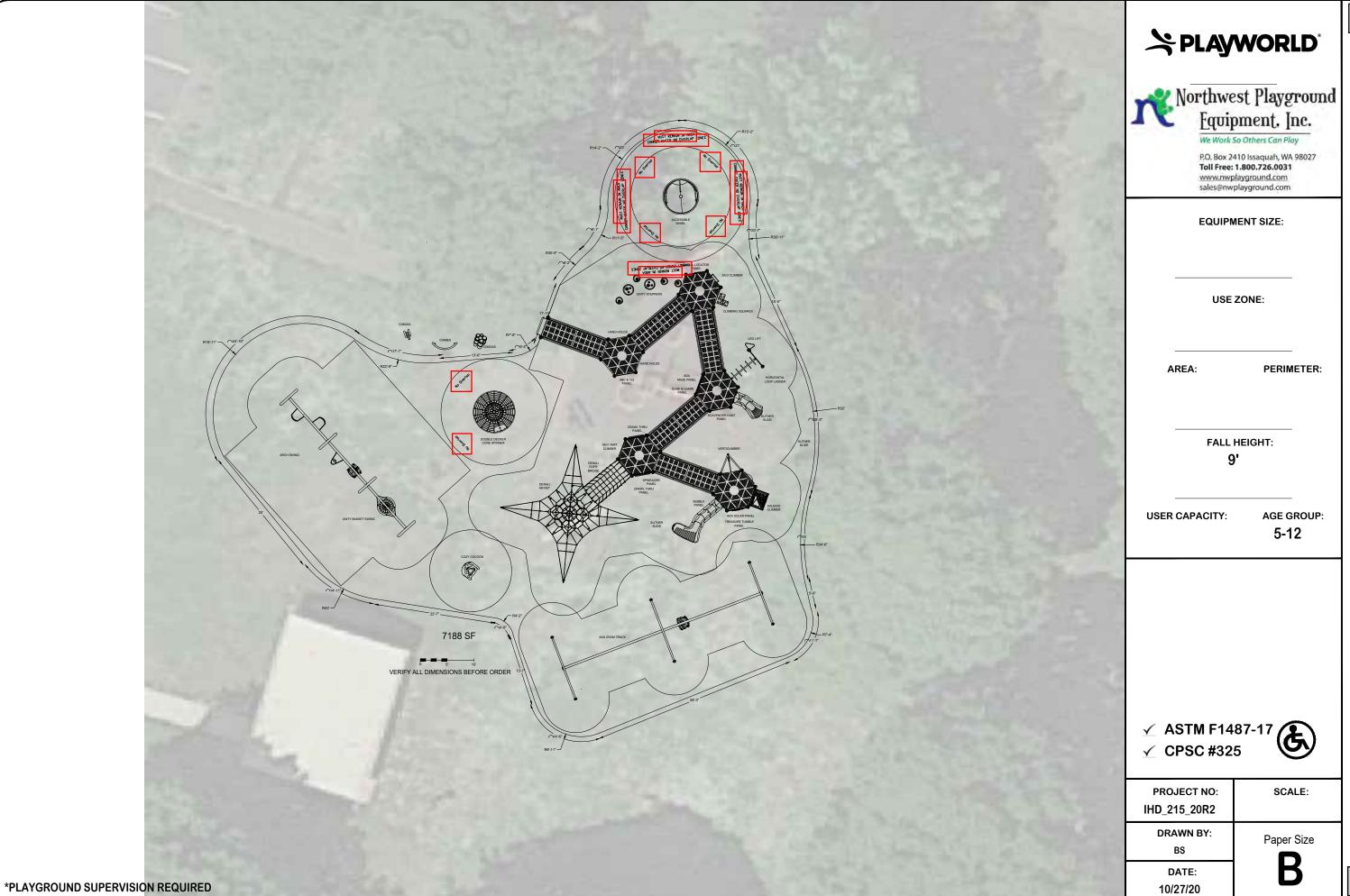
IHD_215_20R2







Page 12



Item #3.

McCormic Park

Design Number: IHD_215_20R2 - Bill Of Material

Ref.

No.	Part No.	Description	Quantity
	Posts		
1	ZZPM0006	5in OD X 96in STEEL POST W/ RIVETED CAP	8
	ZZPM0008	5in OD X 108in STEEL POST W/ RIVETED CAP	6
3	ZZPM0016	5in OD X 120in STEEL POST W/ RIVETED CAP	4
	ZZPM0026	5in OD X 132in STEEL POST W/ RIVETED CAP	10
5	ZZPM0036	5in OD X 144in STEEL POST W/ RIVETED CAP	2
6	ZZPM0046	5in OD X 156in STEEL POST W/ RIVETED CAP	2
7	ZZPM0056	5in OD X 168in STEEL POST W/ RIVETED CAP	2
	Decks & Kic	k Plates	
8	ZZPM0619	HEX COATED DECK ASSEMBLY	5
	ADA Items		
9	ZZPM7537	GROUND TO DECK WHEELCHAIR RAMP W/ GUARDRAILS (12in RISE)	1
10	ZZPM7539	DECK TO DECK WHEELCHAIR RAMP W/ GUARDRAILS (12in RISE)	4
11	ZZUN7368	OVERLAPPING BERM CONNECTOR	1
	Slides		
12	ZZPM3206	SLITHER SLIDE 2.0 ENTRANCE & EXIT	2
13	ZZUN3207	SLITHER SLIDE 2.0 (STRAIGHT SECTION)	2
14	ZZUN3208	SLITHER SLIDE 2.0 (RIGHT SECTION)	1
15	ZZUN3209	SLITHER SLIDE 2.0 (LEFT SECTION)	1
16	ZZUN3249	SLITHER SLIDE 2.0 SUPPORT LEG 3ft-6in	1
	Activity Pan	els	
17	ZZPM4297	ABC & 123 PANEL	1
18	ZZPM4328	ANIMAL LOCATOR PANEL	1
19	ZZPM4396	ACCESSIBLE MAZE PANEL	1
20	ZZPM4407	ACCESSIBLE SOLAR SYSTEM PANEL	1
21	ZZPM4446	SLIDE-N-LEARN PANEL	1
22	ZZPM4457	TREASURE TUMBLE PANEL	1
23	ZZPM4537	SPIN RACER PANEL (DECK LEVEL)	1
24	ZZPM4546	SCAVENGER HUNT (DECK LEVEL)	1
	Crawl Tubes	5	
25	ZZPM5190	CRAWL THRU PANEL (GROUND LEVEL)	2
	Barriers		
26	ZZPM4090	CENTERLINE PIPE WALL BARRIER	1
27	ZZPM4190	SMALL HAND HOLD	4
28	ZZPM4288	ACCESS GATE	1
29	ZZPM4811	OVAL BUBBLE PANEL (DECK MOUNT)	1
	Climbers		
30	ZZPM4703	VERTICLIMBER 60in	1
31	ZZPM6996	GEO VERTICAL CLIMBER (48in DK)	1
32	ZZPM7086	CLIMBING SQUARES BLOCK CLIMBER (24in)	1
33	ZZPM7948	SILO CLIMBER (24in DECK)	1
	SkyTower C	limbers	
34	ZZPM6730	KALEIDOCLIMBER	1



Item #3.

McCormic Park

Design Number: IHD_215_20R2 - Bill Of Material

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No.	Part No.	Description	Quantity
	Overhead Ev	vents	
35	ZZPM5770	LEG LIFT	1
36	ZZPM5780	6ft HORIZONTAL LOOP LADDER	1
37	ZZPM5970	OVERHEAD EVENT ACCESS LADDER (36in DECK)	1
	Balance		
38	ZZUN7136	UNITY STEPPER - SMALL	4
39	ZZUN7137	UNITY STEPPER - MEDIUM	2
	Bridges		
40	ZZPM1059	DENALI NET BRIDGE (4M NET TO 48in DECK)	1
	Additional T	ool & Maintenance Kits	
41	ZZUN1471	INSTALLER HARDWARE KIT	1
42	ZZUN9910	SURFACING WARNING LABEL KIT	2
43	ZZUN9930	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	1
44	ZZUN9936	MAINTENANCE BOOK	1
45	ZZXXGNGUIC	GENERAL INSTALLERS GUIDE	2



Price

Total Price



Item #

Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109 Phone (425) 313-9161 FAX (425) 313-9194

Email: sales@nwplayground.com

QUOTE

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 To:
 Sue Nelson
 Quote #
 1132020CEM1

 Re:
 McCormick Park
 Date:
 11/3/2020

St Helens, OR

Oty Description

Contact Name: Sue Nelson Phone:

Email: sueN@ci.st-helens.or.us Cell/Fax:

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		EQUIPMENT		
		Playworld		
		Playworld Structure Including: Slither Slides, ABC and 123 Panel, Animal		
		Locator Panel, Accessible Maze Panel, Accessible Solar System Panel, Slide-		
		N-Learn Panel, Treasure Tumble Panel, Spin Racer Panel, Scavenger Hunt,		
		Crawl Thru Panel, Centerline Pipe Wall Panel, Small Hand Hold, Access Gate,		

IHD-215-20R2 1 Oval Bubble Panel, Verticlimber 60", Geo Vertical Climber, Climbing Squares \$ 95,777.00 \$ 95,777.00 Block Climber, Silo Climber, Kaleidoclimber, Leg Lift, 6' Horizontal Loop Ladder, Overhead Event Access Ladder, Small Unity Steppers, Medium Unity

Steppers, Denali Bridge Net and Ground to Ground Deck ADA Ramps with Guardrails and Overlapping Berm Connector.

ZZXX0204	1	Basket Swing	\$ 1,549.00	\$ 1,549.00
ZZXX0224	1	ADA Swing Seat with Silver Shield Chain for 8' Top Rail	\$ 886.00	\$ 886.00
ZZXX0260	2	Belt Seat with Silver Shield Chain for 8' Top Rail	\$ 111.00	\$ 222.00
ZZXX0265	1	Infant Seat with Silver Shield for 8' Top Rail	\$ 200.00	\$ 200.00
ZZXX0483	1	Cozy Cocoon - Spinning	\$ 2,895.00	\$ 2,895.00
ZZXX0661	1	Concerto Medium Cabasa	\$ 939.00	\$ 939.00
ZZXX0665	1	Concerto 5 Congas	\$ 3,145.00	\$ 3,145.00
ZZXX0667	1	Concerto Chimes	\$ 4,249.00	\$ 4,249.00
ZZXX0833	1	5" OD 2 Unit Arch swing with 8' Top Rail	\$ 2,559.00	\$ 2,559.00
ZZXX0834	2	5" OD 2 Unit Arch Swing Add-A-Bay 8'	\$ 1,585.00	\$ 3,170.00
ZZXX0914	1	Cone Spinner Double Decker	\$ 16,495.00	\$ 16,495.00
ZZXX1054	1	Denali 4M Net	\$ 15,585.00	\$ 15,585.00
ZZXX1138	1	Zoomtrax with ADA Seat	\$ 9,565.00	\$ 9,565.00
ZZXX1158	1	Accessible Whirl	\$ 11,319.00	\$ 11,319.00

ForeverLawn

8085 Square Feet of Forever Lawn Playground Grass Academy with a 3" safety pad and good for an 9' Critical Fall Height. Price includes: Envirofill Infill, Edging in Composite Board, Seaming Tape, Delivery and Installation. Includes \$ 141,800.00 \$ 141,800.00 Prevailing Wage.

	Equi	pment Subtotal	\$ 310,355.00
Northwest Playground Equipment Discount:	NPEI	40.00%	\$ (67,422.00)
	Playworld Freight:		\$ 7,880.00
	Fauipment 1	otal (less tax)	\$ 250.813.00

CERTIFIED INSTALLATION

Site Prep Including: 6" Playground Curb, Site Excavation, Grade and Prep Playground Rock and Mobilization. Prevailing Wage Included.

All Labor and Concrete Materials Necessary for the Install of Play Equipment and Final Clean-Up

\$ 31,700.00 \$ 31,700.00 \$ 46,250.00

Exclusions: Security Fencing, Unloading, Hauling or Storage of Equipment, Digging through Drain Rock or Safety Surfacing, or Disposal of Soil from Footing Holes - figured to spread over site.

Prevailing Wage Job
Performance Bond (If Required): 3.0% \$ 77,95 Page 15

Tax:

0.0%

Item #3. **ORDER TOTAL:** \$ 328,763

All quotes are subject to material and fuel surcharges.

Acceptance of Proposal:

(Please be sure you have read, signed, initialed and understand the Terms and Conditions on Page 2 of this Quote) The items, prices and conditions listed herein are satisfactory and are hereby accepted.

Carrie Moorby			
Sales Assistant	Customer Signature	Date	

Thank you for considering Northwest Playground Equipment, Inc. for your Park, Playground, Shelter and Sports Equipment requirements.

Item #3.



Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109 Phone (425) 313-9161 FAX (425) 313-9194

Email: sales@nwplayground.com

 Project Name:
 McCormick Park
 Quote #_1132020CEM1

TERMS AND CONDITIONS

QUOTE CONDITIONS AND ACCEPTANCE:

This quote is only valid for 30 days.

Orders placed or requested for delivery after 30 days are subject to price increases.

** (Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted.

Once your order has been placed, any changes including additions, deletions or color changes, will delay your shipment.

EXCLUSIONS: Unless specified, this quote specifically **excludes** all of the following:

Required Permits; Davis Bacon, Certified Payroll or Prevailing Wage fees

Performance/Payment Bonds

Site work and landscaping

Removal of existing equipment

Unloading; Receiving of inventory or equipment; Storage of equipment

Equipment assembly and/or installation

Safety surfacing; Borders or drainage requirements

Landscaping Repairs DUE to poor access or in climatic weather

FREIGHT AND DELIVERY:

Shipping is FOB Origin. A 24-hr Call Ahead is available at additional cost.

Delivery is currently 5+ weeks after order submittal. Unless otherwise noted, all equipment is delivered unassembled.

*** _____(Pls Initial)Buyer is responsible to meet and provide a minimum of 2 ADULTS to unload truck

A Check List, detailing all items shipped, will be mailed to you and a copy will be included with the shipment.

Buyer is responsible for ensuring the Sales Order and Item Numbers on all boxes and pieces match the Check List.

***_____(Pls Initial)Shortages or damages must be noted on the driver's delivery receipt. Shortages or damages not noted become the buyers financial responsibility.

Damaged Freight must be refused. Please notify Northwest Playground Equipment immediately of any damages.

Shortages and Concealed Damage must be reported to Northwest Playground Equipment within 10 days of delivery.

A reconsignment fee will be charged for any changes made to delivery address after order has been placed.

TAXES:

All orders delivering in Washington are subject to applicable sales tax unless a tax exemption or Reseller Permit is on file at the time the order is placed.

PAYMENT TERMS: An approved Credit Application is required for new customers. 50% down payment is due at time of order with balance due upon delivery, unless other credit terms have been approved. Interest may be charged on past due balances at an annual rate of 18%. A 3% charge will be added to all credit card orders.

RESTOCKING: Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included. Northwest Playground Equipment offers no additional warranties.

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

INSTALLATION: (if applicable)

A private locate service for underground utilities must be completed before your scheduled installation.

Site must be level and free of loose debris (this includes ground cover/chips).

A minimum 6 foot opening with good access must be available to the site for delivery trucks and tractor.

An onsite dumpster must be provided for disposal of packaging materials.

Arrangements must be made in advance for the disposal of dirt/rocks from within the installation area.

Arrangements must be made in advance for the removal/disposal of existing equipment.

Additional charges may apply if large rocks or concrete are found beneath the surface.

Access to power and water must be available.

Site supervision is quoted in 8-hour days.

Acceptance of Terms & Conditions

Acceptance of this propo	sal, made by an authorized agent of your company, indicate	s agreement to the above terms and	l conditions.
Carrie Moorby			
Sales Assistant	Customer Signature	Date	
	Thank you for choosing Northwest Playground	d Equipment	l _{Bo}



NORTHWOODS

MCCORMICK PARK ST. HELENS, OR

Wildwood Playgrounds Northwest



544 CHESTNUT ST.

CHATTANOOGA, TN 37402

800.727.190 Page 18 PLAYANDPARK.COM



NORTHWOODS

MCCORMICK PARK ST. HELENS, OR

Wildwood Playgrounds Northwest



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play&park structures

544 CHESTNUT ST.

CHATTANOOGA, TN 37402

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Wildwood Playgrounds Northwest



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544 CHESTNUT ST.

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MCCORMICK PARK ST. HELENS, OR

Wildwood Playgrounds Northwest



544 CHESTNUT ST.

CHATTANOOGA, TN 37402 800.727.190

PLAYANDPARK.COM

Item #3.

McCormick Park 1898 Old Portland Road St Helens, OR 97051

Wildwood Playgrounds, NW

This play equipment is recommended for children ages: 2-5 and 5-12

Minimum Area Required: 103'-0" X 117'-1"

Scale: 1/8"= 1'-0" This drawing can be scaled only when in an 24" x 36" format

Drawn By: J. Swiecichowski Date: 11/2/2020 **Quote Number:** 621-138159

play&park structures

A PLAYCORE Company 544 Chestnut Street Chattanooga, TN 37402 800-727-1907 / www.playandpark.com **User Capacity** 150-200

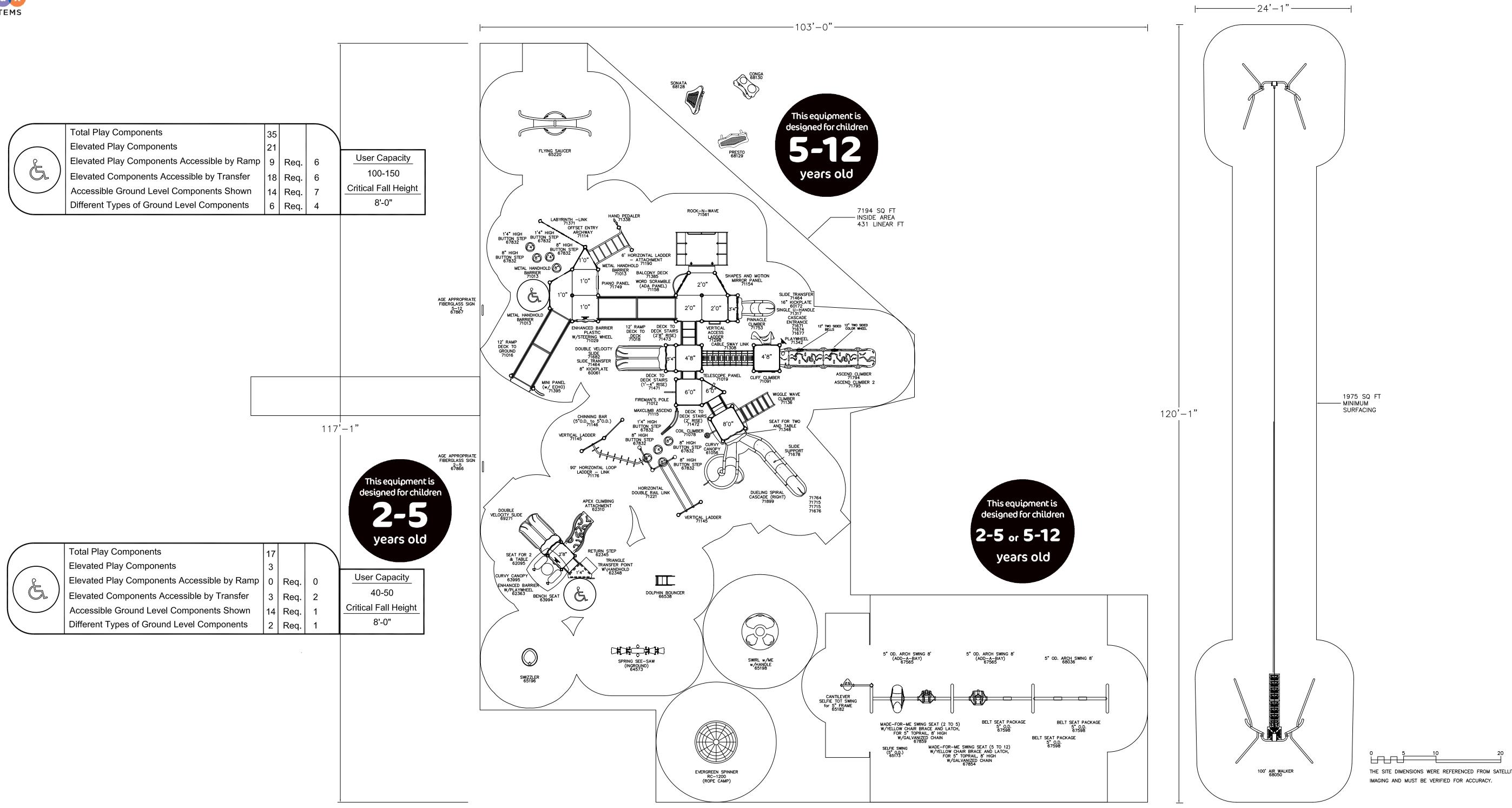
9 0 0

CERTIFIED

Critical Fall Height

8'-0"





IMPORTANT: Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.



Wildwood Playgrounds 2127 NE 10th Avenue

Portland, OR, 27212 Phone: 888-238-6517 Fax: 503-288-7908

Email:

Contact: Steve Lebwohl

McCormic Park - Option 2

City of Saint Helens Attn: Thad Houk 475 South 18th Street St. Helens, OR 97051 Phone: 503-366-8231 Thadh@ci.st.helens.or.us

Quote Number: 621-138159

Quote Date: 10/21/2020

RDU 2-5 Play Unit 1 1140.04 \$12,805.00 \$12,805.00 60919 ZIG ZAG ADAPTER 2 62009 3.5"ALUM UPR 12'W/O CAP 2 62095 SEAT FOR TWO & TABLE 1 62310 APEX CLIMBING ATTACHMENT 1 62345 RETURN STEP 1 62348 TRIANGLE TRANSFER 2'-8" 1 62363 BARRIER PANEL W/WHEEL 1 63306 3.5"OD ALUM POST W/CAP 9' 2 63309 3.5"OD ALUM POST W/CAP 9' 2 63994 BENCH SEAT 1 63995 CURVY CANOPY 1 69271 2'-8"DBL VELOCITY SLIDE 1 69302 SQUARE DECK 1
62009 3.5"ALUM UPR 12'W/O CAP 62095 SEAT FOR TWO & TABLE 62310 APEX CLIMBING ATTACHMENT 1 62345 RETURN STEP 1 62348 TRIANGLE TRANSFER 2'-8" 1 62363 BARRIER PANEL W/WHEEL 1 63306 3.5"OD ALUM POST W/CAP 9' 2 63309 3.5"OD ALUM POST W/CAP12' 2 63994 BENCH SEAT 1 63995 CURVY CANOPY 1 69271 2'-8"DBL VELOCITY SLIDE 1 69302 SQUARE DECK 1
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DISC OR STATE CONTRACT DISCOUNT 1 0 (\$6,402.50) (\$6,402.50)
67866 AGE APPROPRIATE SIGN 2-5 1 82 \$1,251.00 \$1,251.00
DISC OR STATE CONTRACT DISCOUNT 1 0 (\$625.50) (\$625.50)
64573 SPRING SEE-SAW (INGRD) 1 451 \$3,574.00 \$3,574.00
DISC OR STATE CONTRACT DISCOUNT 1 0 (\$1,787.00) (\$1,787.00)
65196 SWIZZLER 1 171 \$1,999.00 \$1,999.00
DISC OR STATE CONTRACT DISCOUNT 1 0 (\$999.50) (\$999.50)

65198 SWIRL WITH ME W/HANDLE 1 491 \$4,899.00 \$4,899.00
DISC OR STATE CONTRACT DISCOUNT 1 0 (\$2,449.50) (\$2,449.50)
66538 DOLPHIN BOUNCER 1 131 \$1,178.00 \$1,178.00
DISC OR STATE CONTRACT DISCOUNT 1 0 (\$589.00) (\$589.00)

67931 INGROUND MOUNT-SPRING 1 28 \$121.00 \$121.00
DISC OR STATE CONTRACT DISCOUNT 1 0 (\$60.50) (\$60.50)
YP321 EVERGREEN SPINNER 1 0 \$10,111.00 \$10,111.00
DISC OR STATE CONTRACT DISCOUNT 1 0 (\$202.22) (\$202.22)
RDU 5-12 Play Unit 1 11622.14 \$148,550.00 \$148,550.00
7202 ECHO CHAMBER ASSEMBLY 1
60059 5"OD ALUM UPR 10'W/CAP 10
60060 5"OD ALUM UPR 12'W/CAP 6
60061 SMALL KICKPLATE-8"SPACE 1
60088 5"OD ALUM UPR W/CAP 14' 1
60102 5"OD AL UPR W/CAP 6'LG 2 Page 26
60172 LARGE KICKPLATE-16"DECK 1

1+0m	#2

60178 5"OD ALUM UPR 8' W/CAP	7			
60944 5"OD ALUM UPR 15'W/O CAP	4			Item #3.
60948 5"OD ALUM UPR 11' W/CAP	10 5			
60949 5"OD ALUM UPR 7' W/CAP 61028 24"ROOF EXTENSION POST	4			
61056 CURVY CANOPY	1			
61320 5"OD AL UPR W/O CAP 6'LG	2			
67832 BUTTON STEP F/S	8			
71000 SQUARE DECK	8			
71001 TRIANGLE DECK	2			
71003 SEMI-HEX DECK	2			
71012 FIREMAN'S POLE 4'-8"-6'-0	1			
71013 METAL HANDHOLD BARRIER	3			
71016 RAMP DECK TO GROUND	1			
71018 RAMP DECK TO DECK	1			
71019 TELESCOPE PANEL	1			
71029 ENHANCED BARRIER W/STEER	1			
71031 RING CLAMP ASSEMBLY 71078 COIL CLIMBER 8'-0"	118 1			
71076 COIL CLIMBER 8'-0"/4'-8"	1			
71114 OFFSET ENTRY ARCHWAY	1			
71115 MAXCLIMB ASCEND	1			
71136 WIGGLE WAVE CLIMBER 8'-0"	1			
71145 VERTICAL LADDER	2			
71146 CHINNIG BAR 5" TO 5"	1			
71154 SHAPES & MOTION MIRROR PL	1			
71158 WORD SCRAMBLE-ADA PANEL	1			
71176 90DEG LOOP LADDER-LINK	1			
71190 HORIZ LADDER 2'-8"	1			
71221 HORIZ DOUBLE RAIL LINK 71298 VERT ACCESS LADDER 2'-0"	1 1			
71308 CABLE SWAY LINK	1			
71317 SINGLE U-HANDLE	1			
71338 HAND PEDALER	1			
71342 PLAYWHEEL	1			
71348 SEAT FOR TWO AND TABLE	1			
71371 LABYRINTH LINK	1			
71385 BALCONY DECK	1			
71395 MINI PANEL	1			
71464 SLIDE TRANSFER	2			
71471 DECK TO DECK STAIR 1'-4"	1			
71472 DECK TO DECK STAIR 2'-0" 71473 DECK TO DECK STAIR 2'-8"	1 1			
71503 FLAT CAP PACKAGE	2			
71561 ROCK-N-WAVE	1			
71671 SINGLE CASCADE ENTRANCE	1			
71674 STRAIGHT SECTION	1			
71676 CURVE RIGHT SECTION	1			
71677 EXIT SECTION	1			
71678 SLIDE SUPPORT	1			
71682 DOUBLE VELOCITY 5'-4"	1			
71715 2'STRAIGHT SECTION	2			
71749 Piano Panel - SM	1			
71753 PINNACLE CLIMBER SINGLE ATTACH	1			
71794 ASCEND CLIMBER 1	1			
71795 ASCEND CLIMBER 2	1			
71899 DUELLING SPIRAL CASCADE-R	1			
71903 LONG EXIT SECTION	1			
OR STATE CONTRACT DISCOUNT	1	0	(\$74,275.00)	(\$74,275.00)
				,
AGE APPROPRIATE SIGN 5-12	1	82	\$1,251.00	\$1,251.00
OR STATE CONTRACT DISCOUNT	1	0	(\$625.50)	(\$625.50)
	_	F00	+5 500 00	1E E 6 6 6 5
FLYING SAUCER	1	522	\$5,568.00 (#556.80)	¢ F F C O O O
OR STATE CONTRACT DISCOUNT	1	0	(\$556.80)	Page 27

DISC

67867 DISC

65220 DISC

68050 DISC	100'AIR WALKER OR STATE CONTRACT DISCOUNT 	1 1	1899 0	\$16,082.00 (\$8,041.00)	\$16.082.00 (\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
68128 DISC	SONATA OR STATE CONTRACT DISCOUNT	1 1	261 0	\$4,543.00 (\$2,271.50)	\$4,543.00 (\$2,271.50)
68129 DISC	PRESTO OR STATE CONTRACT DISCOUNT	1 1	287 0	\$5,309.00 (\$2,654.50)	\$5,309.00 (\$2,654.50)
68130 DISC	CONGA (SET OF 2) OR STATE CONTRACT DISCOUNT	1 1	181 0	\$3,036.00 (\$1,518.00)	\$3,036.00 (\$1,518.00)
RDU	Swings 65173 REFLECTIONS SELFIE SWING 5" 65182 CANTILEVER TOT SWING 5" 67565 5"OD AADA ARCH SWIN A-A-B 67598 BELT SEAT PKG 5"OD 67854 5"MADE-FOR-ME SEAT GV 67859 5"MADE-FOR-ME SEAT GV 2-5 68036 5"OD STANDARD ARCH SWING	1 1 2 3 1 1	1384	\$8,858.00	\$8,858.00
DISC	OR STATE CONTRACT DISCOUNT	1	0	(\$885.80)	(\$885.80)
313199 TILE	PPS OWNER'S KIT INTERLOCKING TILE - DELIVERED - 2256 Interlocking Tile 2'x2' 3-1/4" std color 162 Tubes Binder	1	11 0	\$0.00 \$75,635.00	\$0.00 \$75,635.00

Total Weight: 18743.18

SubTotal: \$200,826.18

Pricing per ORPIN Contract #6486. Please include contract # on your

Material Surcharge: \$5,137.03

Purchase order made out to Play and Park Structures.

Freight: \$18,157.98 **Total Amount: \$224,121.19**

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Wildwood Playgrounds.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Payment terms: payment in full, net 30 days subject to approval by Play & Park Structures Credit Manager. A 1.5% per month finance charge will be imposed on all past due accounts.

Payment terms: by credit card, VISA or MasterCard.

Freight charges: Prepaid & added

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

A West Pacific Contractors L.L.C. 965 Mildred LN SE Salem OR 97306 Fax (503)851-5911 Phone (510)314 1177 CCB# 221767

Project Name:Mc Cormick Park Customer Name:Wildwood Playground Job Address: 1898 Old Portland RD

St Helen OR 97051

Proposal.

11/4/2020

We hereby submit specifications and estimates for Playground Equipment and Rubber tiles Installation Scope of Work.

Install 2 playground structures as per drawing provided

Install 3 bay arch swing set

Install 1 evergreen spinner

Install 1 spring seesaw

Install 1 dolphin Bouncer

Install 1 Swirl with Me with a handle.

Install1 Swizzler

Install 1 Air Walker 100'

Install 4 button steps.

Install 1 sonata.

Install 1 presto.

Install 1 conga.

Install1 Flying Saucer.

Install 7200 sf of rubber tiles.

Tile installation Cost \$28,440.00

Playground equipment installation cost \$37,250.00

This quote Includes all labor and concrete material necessary for the installation of above-quoted play equipment

Provide labor concrete for footing and necessary equipment for installation.

- Installation Pricing is based on the manufacturer's recommended footing depth below finished grade. Any requirement greater than will incur additional charges.
- Installation assumes a flat dirt surface with no grading preparation required.
- We are not responsible for any site preparation, and/or grading.
- Customer is responsible for calling 888-DIG-SAFE a minimum of 72 hours before installation is to begin.

- Direct access is required for large construction vehicles.
- All work is to be done in one move.
- The installation of the safety surfacing and/or border timbers is not included in the above price.
- Unforeseen subsurface obstructions may incur additional charges.

EXCLUSIONS: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; digging through drain rock or wood

fiber; safety surfacing; borders and drainage provisions.

note: 1.- Quote is based on information provided here within and is subject to change based on final installation unless otherwise indicated in writing. Any changes or additions to this proposal will affect pricing.

2.-Changes to the proposed scope not agreed to here within or separately in writing may result in additional charges (change order). Work cannot commence until change order(s) are fully executed **Contract type**: State Prevailing **Wage Type**: Prevailing **No bonded.**

Accepted By

Accepted Date

COUNCIL ACTION SHEET

То:	The Mayor and Members of City Council	
From:	Jennifer Dimsho, AICP	
Date:	December 16, 2020	City of St. Helens
Subject:	Award Columbia Pacific Food Bank Renovation Project No. C18005	FOUNDED 1850

Background: The mission of the Columbia Pacific Food Bank is *to alleviate hunger through access to healthy food and resources*. Columbia Pacific Food Bank fulfills its mission by serving low- and no-income persons in Columbia County with various programs including emergency food boxes, supplemental food programs, fresh produce distribution and nutritional and gardening education.

In response to the need for a larger food distribution facility, the Columbia Pacific Food Bank has been working in partnership with the City of St. Helens on the management of a \$1.5 million dollar Community Development Block Grant (CDBG). This money will be used to renovate the 12,500 sq. ft. former Columbia Feed and Seed Building at 1421 Columbia Blvd. into a food pantry (including fresh produce), regional distribution facility, office space, conference room, and a bottle drop area. The renovated distribution facility will receive, sort, prepare and distribute 2 million pounds of food annually (up from the current 1 million pounds) to the countywide distribution network.

COLPAC has been contracted to assist with grant management and Lower Columbia Engineering has been contracted for the design, engineering, and contract document preparation. Contract documents were developed by Lower Columbia Engineering and the project was advertised for bids on October 28, 2020 with a bid opening date of December 1, 2020. The following bids were received:

FIRM	LOCATION	BID
First Cascade Corporation	Lake Oswego, OR	\$1,501,698
JH Kelly	Longview, WA	\$1,615,777
Woodburn Construction LLC	Woodburn, OR	\$1,734,000
Ross Builders	Hillsboro, OR	\$1,864,166

Recommendation

During the City's investigation of the apparent low bidder First Cascade Corporation, it was discovered that they did not provide a comprehensive bid amount. The City's legal counsel advised staff that First Cascade Corporation should not be permitted to amend their bid amount to include any missing components. They advised staff to deem their bid incomplete and move to the next lowest bidder.

It is the recommendation of staff to award the contract for the Columbia Pacific Food Bank Renovation Project No. C18005 to JH Kelly as the next lowest responsive bidder and authorize the Mayor to execute a Public Improvement Contract with JH Kelly for the Columbia Pacific Food Bank Renovation Project No. C18005. The contract will be at the rate prescribed in that firm's submitted bid.

EXTENSION OF PROFESSIONAL SERVICES AGREEMENT

This Extension is made on December 16, 2020, between City of St. Helens, an Oregon municipal corporation ("St. Helens"), and **Pauly, Rogers and Co., P.C.** ("Auditor").

RECITALS

- **A.** WHEREAS, on or about December 7, 2017, St. Helens and Auditor entered into an agreement ("Agreement") in which Contractor agreed to provide services ("Services") related to auditing the account and fiscal affairs of St. Helens for the period beginning July 1 and ending June 30, in accordance with Minimum Standards for Audits of Municipal Corporations as prescribed by law; and
- **B.** WHEREAS, Paragraph 1 of the Agreement provides that the agreement terminates on December 31, 2020, and that the City reserves the right to extend the contract two years on an annual basis for up to a maximum possible contract term not to exceed five (5) years; and
- **C. WHEREAS,** St. Helens and Auditor mutually desire to extend the term of the agreement for an additional year.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

- 1. The termination date of the agreement signed on or about December 7, 2017, shall be amended to reflect a termination date of **December 31, 2021,** unless earlier terminated according to the terms of the Agreement.
- 2. All other terms and conditions of the Agreement, as previously amended, shall remain in full force and effect other than as specifically amended herein.

ST. HELENS:	AUDITOR:
CITY OF ST. HELENS, an Oregon municipal corporation	PAULY, ROGERS & CO., P.C.
By:	By:
Name:	Name:
Its:	Its:

N. Vernonia Rd. Sidewalks Construction Engineering Services

Statement of Work for Professional Services

PROJECT DESCRIPTION

The City of St. Helens is adding separated sidewalks to both sides of N. Vernonia Road to connect residential developments, from Oakwood Dr. to the north and MacArthur St. to the east to Campbell Park. The length of project is approximately 2200 feet. A storm drain system is not part of this project. Currently pedestrians walk along the side of the road and cut through a vacant lot to access the park. This project will provide a pedestrian safe place to walk along N. Vernonia Road and provide access to the Campbell Park.

1. WORK DELINEATION

Tasks Provided by City:

- Project management of overall project
- Approving requests for overrun or increase in project authorization
- Providing access to City-owned property and easements
- Review and comment on submittals
- Provide Consultant with existing project information
- Providing Consultant with Rights of Entry
- Oversee traffic control work

Consultant shall provide all labor, equipment, and materials to provide the Services as outlined in this SOW.

2. WORK TASKS

Task CE1 Project Management and Coordination

Task CE1.1 Project Management

Consultant shall provide project management throughout the duration of the project. This includes the work necessary to guide and direct Consultant's overall processes and Consultant's project team. Consultant shall manage the Consultant's production efforts including administering the contract, monitoring progress, and directing Consultant's quality control activities.

The level of effort for this contract is assumed to be 4 months.

Production Management

Consultant shall provide leadership, direction, and control of the Consultant's production efforts. Consultant shall:

• Program, coordinate, and supervise Consultant's project work.

- Direct Consultant's project team with regard to overall project activities and team meetings.
- Maintain liaison and coordination between Consultant, City, and staff.

Contract Administration

Consultant shall provide day-to-day administration of Consultant's project contract. Consultant shall:

- Monitor Consultant's project budgets and costs.
- Prepare invoices and backup data.

Task CE1.1 Consultant Deliverables

- Monthly invoice and back up data
- Monthly progress report

Task CE2 Construction and Work Zone Monitoring and Inspection

Task CE2.1 Construction Inspection

Consultant shall observe construction activities related to sidewalk construction and require compliance with the construction contract documents. Consultant shall provide inspection concurrent with Construction Contractor's operation. Consultant shall coordinate as needed with the Construction Contractor to ensure on-site inspections are coordinated with the construction schedule. Consultant shall prepare Daily Progress Report of Construction Contractor's project activity for each day the Consultant is on-site and take digital photos of the Construction Contractor's work throughout the project duration. Consultant shall submit Daily Progress Reports and digital photos on a schedule agreed upon by the Consultant and City.

Onsite construction activities, including travel time will require up to 8-hours/week for one inspector.

The City has an inspection supervisor assigned to the project who is available to the consultant inspector for questions and consultation. The consultant inspector is expected to have weekly contact with the inspection supervisor to keep the consultant inspector advised on the progress of the project construction. The consultant inspector will inform the inspection supervisor of any deviation from the plans or problems that arise during the construction of the bridge.

Task CE2.1 Consultant Deliverables

- One (1) electronic copy of complete "as-constructed" contract drawings to the City. Within 90 days after all contract related work and final inspection of the project.
- Daily Inspection Summary (email form) for each week on site

3. DELIVERABLES

Project Deliverables:

The following table lists deliverables and anticipated submittal dates for this project. The numbers of copies and submittal dates are only an estimate and shall be confirmed by Contractor in coordination with City.

TASK	DELIVERABLE	DUE DATE	FORMAT
CE1.1	Monthly Invoice and Backup Data	Monthly	.pdf

TASK	DELIVERABLE	DUE DATE	FORMAT
CE2.1	"As-Constructed" drawings	Within 90 days of	.pdf
		final inspection	
CE2.1	Weekly Inspection Summary	Weekly, as on site	email

CONTRAC DAVID EV	CTOR: CANS AND ASSOCIATES, INC.	AGENCY: CITY OF ST. HELENS	
Signature	Pal Teropa	Signature	
Name	Paul Tappana, P.E.	Name	
Title	Associate	Title	
Date	12/10/2020	Date	

											1				
DAVID E	VANS AND ASSOCIATES	City	of St. He	elens											
Fee Est	imate N	I. Vernoi	nia Rd. S	Sidewalks											
Constru	ction Engineering Services							(See bo	ottom right fo	or classification	n descriptions)				
	Name	Tapanna	Bortvedt	Imamura			Berger			Reynoldo		Labor	No	n-Labor	Task
Task No.	Task Description Classifi	PM	PJEN	PJEN	PJEN	PJEN	DRFT	SPEC	OFFC	OFFC	Total Hrs	Total	Expenses	Sub-Consultants	Total
Task CE1	Project Management & Coordination	6								24	30	\$3,496			\$3,496
CE1.	1 Project Management	6								24	30	\$3,496			\$3,496
Task CE2	Construction and Work Zone Monitoring and Inspection	18	128	16			24				186	\$22,097	\$632		\$22,729
CE2.	1 Consultation Inspection	18	128	16			24				186	\$22,097	\$632		\$22,729
	TOTAL - NON-CONTINGENCY TASKS	24	128	16			24			24	216	\$25,593	\$632		\$26,225
	Total Hours 24 128 16 24 24 27						216	PIC - Principal In-Charge PM - Project Manager							
	Billing Rate	\$173.48	\$110.48	\$129.52			\$115.01			\$102.30				/Planner/Environment ngineer/Planner/Envir	
	Labor Totals	\$4,163.	\$14,142.	\$2,072.			\$2,760.			\$2,455.	\$05.500			Eng/Planner/Environm	
	NA Sub-Consultants						\$25,593 \$632 \$632		SPEC - Specifica PSVR - Project S 2PER - 2-Persor	Surveyor	лападег				
	Expenses \$26,225 Mileage (60 miles / round trip, Portland to St. Helens): 18 trips x 60 miles x \$0.585 / mile = \$632							DRFT - Technicion OFFC - Office Ad	an/Draftsman						
								тс	TAL NOT	O EXCEED	\$26,225				



CERTIFICATE OF LIABILITY INSURANCE

12/1/2021

DATE (11/2 /te

Item #6.

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

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

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	A/C, No):	
	(810) 900-9000	INSURER(S) AFFORDING COVERAGE	NAIC #	
		INSURER A: Zurich American Insurance Compan	ny 1653:	5_
INSURED	DAVID EVANS AND ASSOCIATES, INC.	INSURER B: The Cincinnati Insurance Company	1067	7
1330770	2100 S RIVER PARKWAY, SUITE 100	INSURER C: Continental Casualty Company	20443	3
	PORTLAND OR 97201	INSURER D: American Guarantee and Liab. Ins.	Co. 2624	7
		INSURER E: American Zurich Insurance Compa	ny 40142	2
		INSURER F:		

COVERAGES DEAIN01 - MAIN CERTIFICATE NUMBER: 16621116

REVISION NUMBER: XXXXXXXX

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

INSR LTR		TYPE OF INSURANCE	ADDL INSD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	N	GLO9830389	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
								MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000
	GEI X	N'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-						GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		OTHER:						COMBINED SINGLE LIMIT \$ 1,000,000
D	X	ANY AUTO	Y	N	BAP9830390	12/1/2020	12/1/2021	\$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXX
		OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY						BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX
								\$ XXXXXXX
В		UMBRELLA LIAB X OCCUR	N	N	EXS0596384	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 1,000,000
	X	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$ 1,000,000
		DED RETENTION \$						\$ XXXXXXX
Е		RKERS COMPENSATION DEMPLOYERS' LIABILITY Y / N		N	WC9336626	12/1/2020	12/1/2021	X PER OTH-ER
		PROPRIETOR/PARTNER/EXECUTIVE N	N/A					E.L. EACH ACCIDENT \$ 1,000,000
	(Mar	ndatory in NH)						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C		OFESSIONAL ABILITY	N	N	AEH591924704	12/1/2020	12/1/2021	PER CLAIM \$1,000,000 ANNUAL AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
R-769; CITY OF ST. HELENS, COLUMBIA BOULEVARD SIDEWALK AND SAFETY IMPROVEMENTS. CITY OF ST. HELENS, ITS OFFICERS,
AGENTS AND EMPLOYEES, AND OREGON DEPARTMENT OF TRANSPORTATION ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL
LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY, AS REQUIRED BY WRITTEN CONTRACT. THE ADDITIONAL
INSUREDS' OWN COVERAGE IS EXCESS OF AND NON-DAVID EVANS AND ASSOCIATES, INC. IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION
CENTIFICATE HOLDEN	CANCELLATION

16621116

CITY OF ST. HELENS ATTN: CITY ADMINISTRATOR PO BOX 278 ST. HELENS OR 97301 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE!

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CONTRACT PAYMENTS

City Council Meeting December 16, 2020

Columbia County Road Department Project: Gable Road Sidewalks Project (Inv#2021-007)	\$ 573,389.39
Inexpensive Tree Care Project: Vernonia Road Sidewalks Project (Inv#9609)	\$ 16,800.00
TFT Construction, Inc. Project: Storm Drain Imps S. 14 th & Tualatin (PR#1)	\$ 38,138.50

Columbia County Road Department

INVOICE

1054 Oregon Street St Helens, OR 97051

P - (503) 397-5090 F - (503) 397-7215

SOLD TO:

City of St. Helens attn: Sue Nelson PO Box 278

St. Helens, OR 97051

INVOICE NUMBER 2021-007 INVOICE DATE November 19, 2020

OUR ORDER NO.

YOUR ORDER NO.

TERMS

Net 30

SALES REP SHIPPED VIA

Tristan Wood

F.O.B.

PREPAID or COLLECT

Sales Tax Rate:

0.00%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	GABLE RD SIDEWALKS & BIKE PATHS PROJECT 62.5% of Project Match	1063-17-A	to the second of the second of
1	Gable Road Bikelane/Sidewalk Contract Costs City of St. Helens portion (Green Briar Loop & Storm Pro	\$3,671,700.39 Operty \$80,000.00	\$3,538,376.9 \$80,000.0
	Drops)		
1	Total Paid for Project Cost - See Attached Breakdown		\$3,618,376.9
(1)	Total Amount Reimbursed by State	\$2,645,182.02	-\$2,645,182.0
(1)	City of St. Helens, Invoice 2019-013 payment	\$55,291.79	-\$55,291.7
(1)	NW OR Housing Authority, Invoice 2020-011, reimburse driveway		-\$14,500.0
(1)	CRPUD: Overage reimbursed for installing street lights	\$805.00	-\$805.0
(1)	Columbia County Cost Share	\$329,208.70	-\$329,208.7
		SUBTOTAL	\$573,389.3
		TAX	\$0.0
		FREIGHT	\$0.0
RECT ALL		CHECKS PAYABLE TO:	\$573,389.3 PAY THIS AMOUNT

(503) 397-5090

email: julie.wheeler@co.columbia.or.us

Attn: Accounts Receivable 1054 Oregon St St Helens, OR 97051

THANK YOU FOR YOUR BUSINESS!

301-000-53001

Columbia County Road Dept. Official

ACCOUNTS PAYABLE

FINANCE SUPERVISOR

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Gable Road Sidewalk/Bikelanes Funding

Update after PE Phase

Estimated Amounts

State Funds Available

\$2,645,182.02 IGA w/ ODOT

w/ County-City Match

\$396,777.30

Total Funds Available

\$3,041,959.32

	40/01.2/000.02		
	Contracts	Contract Paid to Date	
David Evans Assoc. PE Contract	\$495,000.00	\$447,798.87	
ROW Property Purchase	\$179,000.00	\$179,000.00	
,	,	,,	
David Evans Assoc. CE Contract	\$400,000.00	\$346,410.99	Estimated to complete
		, ,	
TFT Construction Costs	\$2,600,000.00	\$2,645,167.04	Construction Total Costs
Total Expenses	\$3,674,000.00	\$3,618,376.90	
	(\$632,040.68)	(\$576,417.58)	Overage to Grant award
Total Overage	(\$632,040.68)	(\$576,417.58)	Additional Funding Needed
City Responsible Extras	\$80,000.00	\$80,000.00	Greenbrier and Storm drops
Total Project Overage	(\$552,040.68)	(\$496,417.58)	
Grant Match	(\$396,777.30)	(\$396,777.30)	
County/City Portion Total	(\$948,817.98)	(\$893,194.88)	
Revenue Received			
Hidden Oaks Apartments	8/11/2020	\$14,500.00	
CRPUD Light Reimbursement	9/10/2020	\$805.00	
		(\$877,889.88)	
County Portion 37.5%	(\$207,015.25)	(\$329,208.70)	
City Portion 62.5%	(\$345,025.42)	(\$548,681.17)	
City of St Helens	7/29/2019	\$55,291.79	Draw against City Portion
Total Match Owed By City		-\$493,389.38	

Gable Road: US30-Columbia Blvd, Sidewalk (St Helens)

Columbia County Estimate No.: Estimate To Complete (As of 11/05/2020)

Date: 11/5/2020

Period: -

Original Contract Amount: \$2,528,623.10
Current Contract Amount: \$2,538,322.60

Gross Payment To Date: \$ 2,645,167.04 Net Payment To Date: \$ 2,512,908.69
Gross Payment This Estimate: \$ 42,531.50 Net Payment This Estimate: \$ 40,404.93









Bid closing date: 4/30/19
Pavement overlay completion date: 9/30/19
All other work completion date: 11/15/19

5/31/20 ^{co 5} 9/20 ^{co 5}

Bid Item	Description	Unit	QTY	CO Adjustment	Unit Price	Original Value	Scheduled Value	Materials on Hand	Quantity To Date	Amount To Complete	AMOUNT LAST ESTIMATE	AMOUNT REMAINING	% Complete	Balance to Finish	Retainage
P	Gable Road					\$2,528,623.10	\$2,538,322.60	\$0.00		\$2,645,167.04	\$2,602,635.54	\$42,531.50	104%	-\$97,344.44	\$132,258.35
1	MOBILIZATION	LS	1		\$171,065.69	\$171,065.69	\$171,065.69		1.00	\$ 171,065.69	\$ 171,065.69	\$0.00	100%	\$ -	\$ 8,553.28
2	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	LS	1		\$29,917.51	\$29,917.51	\$29,917.51		1.0000			\$0.00	100%		\$ 1,495.88
3	TEMPORARY SIGNS	SQFT	600		\$16.00	\$9,600.00	\$9,600.00		654.25	\$ 10,468.00	\$ 10,468.00	\$0.00	109%	\$ (868.00)	\$ 523.40
4	TEMPORARY BARRICADE, TYPES III	EACH	17		\$85.00	\$1,445.00	\$1,445.00		18.00	\$ 1,530.00	\$ 1,530.00	\$0.00	106%	\$ (85.00)	\$ 76.50
5	TEMPORARY FLEXIBLE PAVEMENT MARKERS	EACH	300		\$8.00	\$2,400.00	\$2,400.00		24.00	\$ 192.00	\$ 192.00	\$0.00	8%	\$ 2,208.00	\$ 9.60
6	FLAGGERS	HOUR	2100		\$60.00	\$126,000.00	\$126,000.00		2275.00	\$ 136,500.00	\$ 136,500.00	\$0.00	108%	\$ (10,500.00)	\$ 6,825.00
7	EROSION CONTROL	LS	1		\$10,400.00	\$10,400.00	\$10,400.00		1.00	\$ 10,400.00	\$ 10,400.00	\$0.00	100%	\$	\$ 520.00
8	SEDIMENT FENCE	FOOT	240		\$3.30	\$792.00	\$792.00		253.00	\$ 834.90	\$ 834.90	\$0.00	105%	\$ (42.90)	\$ 41.75
9	INLET PROTECTION, TYPE 3	EACH	20		\$171.00	\$3,420.00	\$3,420.00		43.00	\$ 7,353.00	5 7,353.00	\$0.00	215%	\$ (3,933.00)	\$ 367.65
10	POLLUTION CONTROL PLAN	LS	1		\$1,180.00	\$1,180.00	\$1,180.00		1.00		\$ 1,180.00	\$0.00	100%		\$ 59.00
11	CONSTRUCTION SURVEY WORK	LS	1		\$44,808.00	\$44,808.00	\$44,808.00		1.00			\$0.00	100%		\$ 2,240.40
12	REMOVAL OF SURFACING'S	SQYD	160		\$23.00	\$3,680.00	\$3,680.00		330.00			\$0.00	206%		\$ 379.50
13	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1		\$26,962.00	\$26,962.00	\$26,962.00		1.00	\$ 26,962.00		\$0.00	100%		\$ 1,348.10
14	ASPHALT PAVEMENT SAW CUTTING	FOOT	7600	55	\$1.50	\$11,400.00	\$11,482.50		7978.00	\$ 11,967.00		\$0.00	104%		\$ 598.35
15	CLEARING AND GRUBBING	LS	1	Description of the Color	\$7,540.00	\$7,540.00	\$7,540.00		1.00			\$0.00	100%		\$ 377.00
16	GENERAL EXCAVATION	CUYD	4400		\$14.00	\$61,600.00	\$61,600.00		4784.71			\$0.00	100%		\$ 3,349.30
17	18 INCH SUBGRADE STABILIZATION	SQYD	300		\$20.00	\$6,000.00	\$6,000.00		654.30			\$0.00	218%		\$ 654.30
18	SUBGRADE GEOTEXTILE	SQYD	2500		\$1.10	\$2,750.00	\$2,750.00		5168.61			\$0.00	207%		\$ 284.27
19	MAINLINE VIDEO INSPECTION	FOOT	3887		\$1.10	\$4,275.70	\$4,275.70		3554.50	\$ 3,909.95		\$0.00			
20	4 INCH DRAIN PIPE	FOOT	337		\$53.00	\$17,861.00	\$17,861.00		333.00			\$0.00	91% 99%		\$ 195.50 \$ 882.45
21	8 INCH SANITARY SEWER PIPE, 5FT DEPTH	FOOT	48		\$94.00	\$4,512.00	\$4,512.00		136.00	\$ 12,784.00		\$0.00	283%		\$ 639.20
22	4 INCH STORM SEWER PIPE, 5FT DEPTH	FOOT	522		\$49.00	\$25,578.00	\$4,512.00								
23	10 INCH DUCTILE IRON PIPE, 5FT DEPTH	FOOT	320		\$91.00	\$29,120.00	\$29,120.00		629.00			\$0.00	120%		\$ 1,541.05
24	10 INCH DUCTILE IRON PIPE, 10FT DEPTH	FOOT	163		\$112.00	\$18,256.00			412.00	\$ 37,492.00		\$0.00	129%		\$ 1,874.60
25	12 INCH STORM SEWER PIPE, 10FT DEPTH	FOOT	96		\$100.00		\$18,256.00	ć0.00	189.00			\$0.00	116%		
26	12 INCH STORM SEWER FIFE, 10FT DEFTH	FOOT	1989		\$90.00	\$9,600.00	\$9,600.00	\$0.00	32.00			\$0.00	33%		\$ 160.00
						\$179,010.00	\$179,010.00	40.00	1230.00	\$ 110,700.00		\$0.00	62%		
27	12 INCH DUCTILE IRON PIPE, 10 FT DEPTH	FOOT	1140		\$114.00	\$129,960.00	\$129,960.00	\$0.00	1880.00			\$0.00	165%		
28	CONCRETE STORM SEWER MANHOLES	EACH	8		\$3,790.00	\$30,320.00	\$30,320.00		11.00			\$0.00	138%		\$ 2,084.50
	CONCRETE MANHOLES DIVERSION	EACH	2		\$11,030.00	\$22,060.00	\$22,060.00		2.00	\$ 22,060.00		\$0.00	100%		\$ 1,103.00
30	CONCRETE MANHOLES , FLAT TOP	EACH	7		\$3,765.00	\$26,355.00	\$26,355.00		7.00	· · · · · · · · · · · · · · · · · · ·		\$0.00	100%		\$ 1,317.75
31	CONCRETE MANHOLES, SHALLOW	EACH	7		\$3,300.00	\$23,100.00	\$23,100.00		7.00			\$0.00	100%		\$ 1,155.00
32	CATCH PASIN TYPE ST. HELENS	EACH	2		\$7,375.00	\$14,750.00	\$14,750.00		2.00			\$0.00	100%		\$ 737.50
33	CATCH BASIN, TYPE ST HELENS	EACH	28	1	\$2,345.00	\$65,660.00	\$68,005.00		27.00			\$0.00	93%		
34	CLEANOUT CONNECTION TO EMETING STRUCTURES	EACH	6		\$480.00	\$2,880.00	\$2,880.00		6.00	\$ 2,880.00	\$ 2,880.00	\$0.00	100%		\$ 144.00
35	CONNECTION TO EXISTING STRUCTURES	EACH	4	1	\$1,080.00	\$4,320.00	\$5,400.00		5.00			\$0.00	100%		\$ 270.00
36	MINOR ADJUSTMENT OF MANHOLES	EACH	9		\$475.00	\$4,275.00	\$4,275.00		21.00	\$ 9,975.00	\$ 9,975.00	\$0.00	233%	\$ (5,700.00)	\$ 498.75
37	MAJOR ADJUSTMENT OF MANHOLES, WITH CURB FRAME AND DOOR	EACH	1		\$3,700.00	\$3,700.00	\$3,700.00		0.00	\$ - :	\$ -	\$0.00	0%	\$ 3,700.00	\$ -
38	REPAIR OR RECONSTRUCT EXISTING SEWER LATERALS	FOOT	100		\$70.00	\$7,000.00	\$7,000.00		0.00		\$ -	\$0.00	0%		
39	SIDEWALK COPING	FOOT	50		\$223.00	\$11,150.00	\$11,150.00		94.00	\$ 20,962.00	\$ 20,962.00	\$0.00	188%	\$ (9,812.00)	\$ 1,048.10
40	RETAINING WALL, PREFABRICATED MODULAR GRAVITY - FILL WALL	LS	1		\$16,157.00	\$16,157.00	\$16,157.00		1.00	\$ 16,157.00	\$ 16,157.00	\$0.00	100%	\$ -	\$ 807.85
41	RETAINING WALL, PREFABRICATED MODULAR GRAVITY - CUT WALL 1	LS	1		\$21,332.00	\$21,332.00	\$21,332.00		0.00	\$ -	\$ -	\$0.00	0%	\$ 21,332.00	\$ -
42	RETAINING WALL, PREFABRICATED MODULAR GRAVITY - CUT WALL 2	LS	1		\$5,500.00	\$5,500.00	\$5,500.00		1.00	\$ 5,500.00	\$ 5,500.00	\$0.00	100%	\$ -	\$ 275.00

Page 1 of 2 11/5/2020

ltem	Description	Unit	QTY	CO Adjustment	Unit Price	Original Value	Scheduled Value	Materials on Hand	Quantity To Date	Amount To Complete	AMOUNT LAST ESTIMATE	AMOUNT REMAINING	% Complete	Balance to Finish	Retainage
43	COLD PLANE PAVEMENT REMOVAL, 0-2 INCHES DEEP	SQYD	12000		\$2.30	\$27,600.00	\$27,600.00		23271.67 \$	53,524.84	\$ 53,524.84	\$0.00	194%	\$ (25,924.84)	\$ 2,676
44	AGGREGATE BASE	TON	4400	4.7	\$32.00	\$140,800.00	\$140,950.40		4184.61 \$	133,907.52		\$0.00	95%		\$ 6,695
45	LEVEL 2, 1/2 INCH ACP MIXTURE	TON	2500	12.4	\$84.00	\$210,000.00	\$211,041.60		3409.68 \$	286,413.12		\$0.00	136%		\$ 14,320
16	LEVEL 2, 1/2 INCH ACP MIXTURE IN LEVELING	TON	500		\$90.00	\$45,000.00	\$45,000.00		234.59 \$	21,113.10		\$0.00	47%		\$ 1,055
47	EXTRA FOR ASPHALT APPROACHES	EACH	17	Established Add	\$650.00	\$11,050.00	\$11,050.00		43.00 \$	27,950.00		\$0.00	253%		\$ 1,397
18	CONCRETE CURBS, STANDARD CURB	FOOT	560		\$31.10	\$17,416.00	\$17,416.00		1041.00 \$	32,375.10		\$0.00	186%		\$ 1,618
19	CONCRETE CURBS, CURB AND GUTTER	FOOT	5700		\$21.30	\$121,410.00	\$121,410.00		6175.00 \$	131,527.50		\$0.00	108%		\$ 6,576
50	CONCRETE DRIVEWAYS	SQFT	8530		\$10.00	\$85,300.00	\$85,300.00		10417.00 \$	104,170.00		\$0.00	122%		\$ 5,208
51	CONCRETE WALKS	SQFT	24400		\$7.60	\$185,440.00	\$185,440.00		24989.80 \$	189,922.48		\$0.00			
2	VALLEY GUTER CONCRETE SURFACING	SQFT	250		\$20.80								102%		\$ 9,49
3	EXTRA FOR NEW SIDEWALK RAMPS	EACH	24		\$615.00	\$5,200.00	\$5,200.00		710.00 \$	14,768.00		\$0.00	284%		\$ 73
4			The same state of			\$14,760.00	\$14,760.00		33.00 \$	20,295.00		\$0.00	138%		\$ 1,01
	TRUNCATED DOMES ON NEW SURFACES	EACH	24		\$295.00	\$7,080.00	\$7,080.00		31.00 \$	9,145.00		\$0.00	129%		\$ 45
55	LONGITUDINAL PAVEMENT MARKINGS - PAINT	FOOT	19000		\$0.22	\$4,180.00	\$4,180.00		18869.00 \$	4,151.18		\$0.00	99%	\$ 28.82	\$ 20
6	PAVEMENT LEGEND, TYPE B-HS: ARROWS	EACH	6		\$337.00	\$2,022.00	\$2,022.00		8.00 \$	2,696.00	\$ 2,696.00	\$0.00	133%	\$ (674.00)	\$ 13
57	PAVEMENT LEGEND, TYPE B-HS: "SCHOOL"	EACH	2		\$649.00	\$1,298.00	\$1,298.00		4.00 \$	2,596.00	\$ 2,596.00	\$0.00	200%	\$ (1,298.00)	\$ 12
8	PAVEMENT LEGEND, TYPE B-HS: BICYCLE LANE STENCIL	EACH	9		\$336.00	\$3,024.00	\$3,024.00		15.00 \$	5,040.00	\$ 5,040.00	\$0.00	167%	\$ (2,016.00)	\$ 25
9	PAVEMENT LEGEND, TYPE B-HS: SHARED LANE MARKING	EACH	2		\$384.00	\$768.00	\$768.00		2.00 \$	768.00	\$ 768.00	\$0.00	100%	\$	\$ 3
0	PAVEMENT BAR, TYPE B-HS	SQFT	500		\$9.80	\$4,900.00	\$4,900.00		474.00 \$	4,645.20	The second secon	\$0.00	95%		\$ 23
1	REMOVE EXISTING SIGNS	LS	1		\$590.00	\$590.00	\$590.00		1.00 \$	590.00		\$0.00	100%		\$ 2
2	REMOVE AND REINSTALL EXISTING SIGNS	LS	1		\$5,307.00	\$5,307.00	\$5,307.00		1.00 \$	5,307.00		\$0.00	100%	•	\$ 26
53	PIPE SIGN SUPPORTS	LS	1		\$2,654.00	\$2,654.00	\$2,654.00		1.00 \$	2,654.00		\$0.00	100%	· ·	\$ 13
54	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	SQFT	47		\$23.60	\$1,109.20	\$1,109.20								
i 5	FLASHING BEACON INSTALLATION, HIGHSCHOOL	LS	1	50 300	\$19,235.00	\$19,235.00	\$19,235.00		117.00 \$	2,761.20		\$0.00	249%	\$ (1,652.00)	\$ 13
	ELASHING REACON INSTALLATION CLIDVE	10					the distribution of the		1.00 \$	19,235.00		\$0.00	100%	\$ -	\$ 96
6	FLASHING BEACON INSTALLATION, CURVE	LS	1		\$18,525.00	\$18,525.00	\$18,525.00		1.00 \$	18,525.00	· · · · · · · · · · · · · · · · · · ·	\$0.00	100%	\$ -	\$ 92
57	STORAGE POND #1	LS	1		\$54,470.00	\$54,470.00	\$54,470.00		1.00 \$	54,470.00	\$ 54,470.00	\$0.00	100%	\$	\$ 2,72
58	PERMANENT SEEDING	ACRE	1		\$2,890.00	\$2,890.00	\$2,890.00		0.50 \$	1,445.00	\$ 1,011.50	\$433.50	50%	\$ 1,445.00	\$ 7
70	TOPSOIL	CUYD	170		\$83.00	\$14,110.00	\$14,110.00		288.89 \$	23,977.87	\$ 23,977.87	\$0.00	170%	\$ (9,867.87)	\$ 1,19
71	SOIL CONDITIONER	CUYD	90		\$77.00	\$6,930.00	\$6,930.00		70.60 \$	5,436.20	\$ 5,436.20	\$0.00	78%	\$ 1,493.80	\$ 27
2	DECIDUOUS TREES, 1.5 INCH CALIPER	EACH	70		\$620.00	\$43,400.00	\$43,400.00		97.00 \$	60,140.00	\$ 18,042.00	\$42,098.00	139%	\$ (16,740.00)	\$ 3,00
73	WOOD CHIP MULCH	CUYD	50		\$65.00	\$3,250.00	\$3,250.00		12.00 \$	780.00		\$0.00	24%		\$ 3
74	ROOT BARRIER	FOOT	1400	the state of the last of	\$9.50	\$13,300.00	\$13,300.00		1940.00 \$	18,430.00		\$0.00	139%		\$ 92
75	CL-4 CHAIN LINK FENCE	FOOT	75		\$51.00	\$3,825.00	\$3,825.00		193.00 \$		The state of the s				
76	SINGLE MAILBOX SUPPORTS	EACH	10		\$388.00					9,843.00		\$0.00	257%		\$ 49
						\$3,880.00	\$3,880.00		11.00 \$	4,268.00	· produced in the same of the	\$0.00	110%	\$ (388.00)	\$ 21
77	MULTIPLE MAILBOX SUPPORTS	EACH	8		\$700.00	\$5,600.00	\$5,600.00		8.00 \$	5,600.00		\$0.00	100%	\$ -	\$ 28
8	MAILBOX CONCRETE COLLARS 6 INCH DUCTILE IRON PIPE WITH RESTRAINED	FOOT	8 46		\$448.00 \$114.00	\$3,584.00 \$5,244.00	\$3,584.00		16.00 \$	7,168.00	\$ 7,168.00	\$0.00	200%	\$ (3,584.00)	\$ 35
9	JOINTS & CLASS B BACKFILL						\$5,244.00		117.50 \$		\$ 13,395.00	\$0.00	255%	\$ (8,151.00)	
30	WATERLINE CROSSING LOWERING	EACH	28		\$4,265.00	\$119,420.00	\$119,420.00		0.00 \$	- 1	\$	\$0.00	0%	\$ 119,420.00	\$
31	ADJUST EXISTING VALVE	EACH	32		\$165.00	\$5,280.00	\$5,280.00		56.00 \$	9,240.00	\$ 9,240.00	\$0.00	175%	\$ (3,960.00)	\$ 46
32	MOVING EXISTING HYDRANTS	EACH	7		\$2,124.00	\$14,868.00	\$14,868.00		8.00 \$	16,992.00	\$ 16,992.00	\$0.00	114%	\$ (2,124.00)	\$ 84
33	REPAIR OR RECONSTRUCT EXISTING WATER SERVICE LINE	EACH	5		\$858.00	\$4,290.00	\$4,290.00		0.00 \$		\$ -	\$0.00	0%		\$
34	RELOCATE 1 INCH WATER METER ASSEMBLY	EACH	22		\$980.00	\$21,560.00	\$21,560.00		11.00 \$		\$ 10,780.00	\$0.00	50%		\$ 53
35	ROCK EXCAVATION	CUYD	300		\$190.00	\$57,000.00	\$57,000.00		211.18 \$			\$0.00	70%		\$ 2,00
6	10 INCH STORM SEWER PIPE, 10 FT DEPTH	FOOT	131		\$102.00	\$13,362.00	\$13,362.00		0.00 \$	The state of the s	¢ 40,124.20	\$0.00	0%		¢ 2,00
7	Authorized Force Account Work	1	101	5000	\$1.00	\$0.00	\$5,000.00		3958.34 \$	3,958.34	2.050.24	\$0.00			\$ 19
8	Mulching-Compost	ACRE		0.7									79%		
	Change Orders	ACKE		U./	\$13,571.43	\$0.00	\$9,500.00 \$0.00		0.50 \$	6,785.72	\$ 6,785.72	\$0.00	71%	\$ 2,714.29 \$ -	\$ 3
	Delete BI 69 & BI 72 change to 1.5" caliper											The same of the sa			
2	Modify Onty Bls: 14, 33, 35, 44, 45														
3	Add Bid Item 87 Force Account Work		1												
1	Add Bid Item 88 Mulching-Compost		1												
•	Update contract completion date to May 31, 2020		+												
5	for all work except planting & shift planting related work to September 2020														

Page 2 of 2



Inexpensive Tree Care

P.O. Box 307 Scappoose, OR 97056 inexpensivetreecare.com treebid5@gmail.com

Lorin Fielding (owner): 503-504-4179 Brad Siegman (estimator): 503-504-3724

treebid5@gmail.com CCB 157423

Bill To: City of St Helens

PO Box 278

St Helens, OR 97051

Invoice

Invoice No:

9609

Date: Terms: 11/13/2020 NET 0

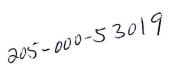
Due Date:

11/13/2020

Description	Quantity	Rate	Amount
Remove the 15 trees along N Vernonia St.	1	\$14,000.00	\$14,000.00
Chip the brush and haul the wood.			
Grind the stumps and 2 extra stumps. Leave the grindings			
Flagging, if we contract it out	2 days	\$1,400.00	\$2,800.00
	Subtotal		\$16,800.00
	0%		\$0.00
	Total		\$16,800.00
	PAID		\$0.00
Pay Now	Balance Due		\$16,800.00

Pay Now

✓ Invoice2go VISA





100 P	Inexpensive Tree Care - Invoice 9609 - 11/13/2020			
			Item #7.	
Please detach and send with remittance to:	REMITTANCE	ADVICE FOR Invoice # 9609 on 1		-
Inexpensive Tree Care	Balance Due		\$16,800.00	
P. O. Box 307	PAID			
Scappoose, OR 97056		Received From: City of	of St Helens	
Card Type Cardholder's Name Card Number Expiry Date Signature		cvv		

2/2



Payment Request #1

Department of Public Works – Engineering Division 265 Strand Street, St. Helens, OR 97051 Phone: 503.397,6272. Fax: 503.366.3782

City of St. Releng

IFT Construction, Inc. 53990 WEST LANE ROAD

CONTRACTOR:

SCAPPOOSE, OR 97056

APPROVED FOR PAYMENT 605-000-530 11

SUPERVISOR FINANCE

12-5-3030 DATE: 12/7/2020

12/8/260JECT: STORM DRAIN IMPROVEMENTS AT S. 14TH ST & TUALATIN ST

DEPARTMENT: Engineering

	ing Retainage Held Previous Amount Paic
Contract Payments	Previous Contractor Billing

Original Contract Amount	\$47,519.00	Previous Contract Payments	**			
Total Change Order Amounts	\$0.00	PP# Previous Contractor Billing	Retainage Held	Previous Amount Paid		Invoice Date
Adjusted Contract Amount	\$47,519.00	ā	9	9	ì	
Total Earned To-Date	\$0.00	· · · · · · · · · · · · · · · · · · ·	€9	ω.	•	
Total Earned This Month	\$38,138.50		ı ₩	€9	•	
Less 5% Retainage	\$1,906.93		ا چ	s		
Ε	•	Less Total of Previously Earned:	- Total Retainage o	ge of Previous Payments:	8	r

PAYMENT DUE (Final - No Retainage Held)

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JOB NAME: City of St.Helens S.14th and Tualatin St OWNER: City of St.Helens

BILLING PERIOD: 11/1/20 - 12/7/20 BILLING DATE: 12/7/20 APPLICATION #: 1

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TFTConstruction, Inc 53990 West LaneRoad Scappoose, Oregon 97056 Office (503)543-7979 Fax (503)543-7299 CCB#104648 CUSTOMER #: CSH

- INVOICE #: 2787155

INVOICE DATE: 12/07/20

DUE DATE: 01/06/21

BILL TO:

City of St. Helens P.O. Box 278 St. Helens, OR 97051 **JOB**: 20146

Storm Drain S. 17th St.

St. Helens, OR

DESC	RIPTION	QUANTITY	PRICE	AMOUNT
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KEEP THIS SLIP FOR REFERENCE

NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT CLATSOP, COLUMBIA, TILLAMOOK & WASHINGTON COUNTY MASTER SERVICES AGREEMENT (Non Public Works)

This AGREEMENT is between NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT (the ESD) and <u>City of St. Helens</u> (Contractor).

Business Name of Contractor

The parties agree as follows:

Effective Date and Termination Date: The effective date of master services agreement shall be 12/2020 ____, or the date on which each party has signed this agreement, whichever date is later. Unless earlier terminated as provided below, the termination date shall be 06/2021 ____.

ESD Purchases Not required and Subject to Change: The ESD is not required to make any purchases under this agreement. This agreement is to provide for services on an as needed or scheduled basis.

Contractor's Agreement to Sell Services: Contractor agrees to sell to or provide with the ESD, on a requirements basis, the Services described in the Statement of Work (SOW) contract.

Statement of Work: Contractor shall perform the work described in the Statement of Work Contract. **Services to be performed also outlined on quote provided with original request.**

Payment for Work: The ESD agrees to pay Contractor in accordance with the Statement of Work Contract. Payment shall not exceed amount listed on Statement of Work and will be paid upon successful completion of work outlined on Statement of Work.

Contract Documents: The Contract Documents consist of the following documents which are listed in descending order of precedence: this Contract; attachments to this Contract, including the **Statement of Work Contract** (Statement of Work, Compensation, Payment and Renewal Terms) and **Certification Statement for Corporation or Independent Contractor Status**.

A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The contract documents are the entire contract between the parties and shall supersede any prior representation, written or oral.

NWRESD STANDARD TERMS AND CONDITIONS

- **1. Time is of the Essence.** Time is of the essence in the performance of this Contract.
- 2. Subcontracts and Assignment. Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of the ESD, which may be withheld without cause. In addition to any other provisions the ESD may require, Contractor shall require of any permitted subcontract under this Contract, that the Sub-Contractor be bound by all the same terms and conditions of this agreement. Such sub-contracts are solely between the Contractor and the Sub-Contractor and shall not have any binding effect on the ESD.

This contract is not assignable by the Contractor, either whole or in part, unless Contractor has obtained the prior written consent of the ESD.

- 3. Other Contractors. The ESD may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with such other contractors and with any ESD employees concerned with such additional or related work, and shall coordinate its performance under this contract with such additional or related work. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by ESD employees.
- **4. Independent Contractor Status.** Contractor shall certify status as an independent contractor in accordance with the Certification Statement for Corporation or Independent Contractor Status.
- 5. **No Third Party Beneficiaries.** The ESD 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 in this Contract and expressly described as intended beneficiaries of this Contract.
- **6. Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
- 7. **Nonperformance.** In the event of nonperformance under this contract, the ESD, after seven (7) days written notice, shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.
- **Escalation.** Any price or cost adjustments shall be submitted by the Contractor no less than 60 days prior to the time in which such increases are to become effective. The ESD reserves the right to reject any modifications of the contract unacceptable to the ESD. Prices must be held firm for the first 12 months of the contract.
- **9. Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
 - a. The ESD and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. The ESD in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
 - c. Either the ESD or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. Notwithstanding paragraph 9(c), the ESD may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.

10. Payment of Invoices

- a. Method of Payment. Unless otherwise provided in the Statement of Work Contract, payment shall be approved monthly by the ESD, net thirty (30) days unless otherwise specified upon submission of invoice(s) at the end of each month to the ESD. Please send all invoices via email to: AP_Invoice@nwresd.k12.or.us or by USPS mail to Northwest Regional ESD Fiscal Services Dept. at 5825 NE Ray Circle Hillsboro, OR 97124.
- b. <u>Payment on Early Termination.</u> Upon termination pursuant to paragraph 9, payment shall be made as follows:
 - (i) If terminated under 9(a) or 9(b) for the convenience of the ESD, the ESD shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. The ESD shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim the ESD may have against Contractor.
 - (ii) If terminated under 9(c) by the Contractor due to a breach by the ESD, then the ESD shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
 - (iii) If terminated under 9(c) or 9(d) by the ESD due to a breach by the Contractor, then the ESD shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the ESD is entitled.
- c. <u>Payment of Laborers</u>. The Contractor shall, to the extent that is required by Oregon State, Federal, and Local law:
 - (i) Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for this contract;
 - (ii) Pay all contributions or amounts due the Industrial Accident Fund by the Contractor or subcontractors, if permitted, incurred in the performance of this contract;
 - (iii) Not permit any lien or claim to be filed or prosecuted against the ESD on account of any labor or material furnished; and
 - (iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this contract as such claim becomes due, the ESD may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such contract.

The payment of a claim in this manner shall not relieve the Contractor or the Contractor's surety, if any, from obligation with respect to any unpaid claims.

d. Payment for Medical Care

(i) To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys 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.

e. <u>Non-Appropriation</u>

(i) If payment for work under this contract extends into the ESD's next fiscal year, ESD's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the School Board.

f. Adequate Funding

(i) Continuation of this contract, at specified levels, is conditioned on adequate funding under the ESD's budget adopted in June of each year. ESD reserves the right to adjust the level of services in accordance with funding levels adopted.

- **11. Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
 - a. If terminated under 9(c) by the ESD due to a breach by the Contractor, the ESD may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If 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 ESD the amount of the reasonable excess.
 - b. In addition to the remedies in paragraphs 9 and 10 for a breach by the Contractor, the ESD also shall be entitled to any other equitable and legal remedies that are available.
 - c. If the ESD breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
- **12. Hours of Labor.** For those employees of Contractor covered or subject to Oregon employment laws:
 - a. Persons employed under this Contract shall receive at least time and a half pay for work performed on the legal holidays specified in ORS 279.334(1) (a) (C) (ii) to (vii) and for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.
 - b. Except as provided above, no person shall be employed for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the ESD absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay:
 - (i) for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - (ii) for all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; or
 - (iii) For work performed on Saturday and on any legal holidays specified in ORS 279.334.

For those employees of Contractor that are covered or subject to Oregon employment laws, Contractor must, pursuant to ORS 279.316(1) (b), give notice to employees who perform work on this Contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- 13. **Time Limitation on Claim for Overtime.** To the extent any of Contractor's employees are covered by the Oregon employment laws, such covered worker employed by the Contractor shall be foreclosed from the right to collect for any overtime under this contract unless a claim for payment is filed with the Contractor within 90 days from the completion of the contract, providing the Contractor has:
 - a. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and
 - b. Maintained such circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.
- **14. Workers' Compensation.** To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor, its subcontractors, if any, and all employers working under this contract, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- **15. Hazardous Chemicals.** Contractor shall notify the ESD prior to using products containing hazardous chemicals to which the ESD students or employees may be exposed. Products containing hazardous chemicals are those products as defined in OAR Chapter 437. Upon the ESD's request, Contractor shall immediately provide Materials Safety Data Sheets pursuant to OAR 437-004-9800.
- **16. Errors.** The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

17. Access to Records. The Contractor agrees that the ESD and its authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts.

Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that the ESD's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

18. Ownership of Work. All work products created by the Contractor as part of Contractor's performance of this Contract, including background data, documentation and staff work that is preliminary to final reports, shall be the exclusive property of the ESD. If any such work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants the ESD a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. The ESD shall have no rights in any pre-existing work product of Contractor provided to the ESD by Contractor in the performance of this contract except to copy, use and re-use any such work product for ESD use only.

If this contract is terminated by either party or by default, the ESD, in addition to any other rights provided by this contract, may require the Contractor to transfer and deliver such partially completed work products, reports or other documentation that the Contractor has specifically developed or specifically acquired for the performance of this contract.

19. When Work is Performed on ESD Property (including Schools), Contractor shall comply with the following:

a. <u>Identification</u>. Notwithstanding 20c, Contractor's performing work on ESD Property or for ESD shall be in full uniform at all times. Uniforms shall include shirt with company identification attached. In addition, all such persons shall carry photo identification and will present such, to anyone on request. If such identification cannot be produced by Contractor, or is not acceptable to ESD, ESD may provide at its sole discretion, such identification tags to Contractor. Contractor shall bear the entire cost of producing and assigning such identification.

Contractors that do not have specific uniforms for employees, shall provide identification tags as described above, and or any other mechanism, the ESD in its sole discretion determines is required to easily identify Contractors.

As required by schools served by the ESD, each day of work Contractor's employees shall sign into the Main Office to receive an in-school identification/visitors tag to be displayed on the person at all times they are in the school or other location.

- b. <u>No Smoking</u>. Smoking or other use of tobacco is prohibited on the ESD property.
- c. No Drugs. ESD property sites and schools served by the ESD are designated drug-free zones.
- d. <u>No Weapons or Firearms</u>. Except as provided by Oregon Statutes and ESD policy, weapons and firearms are prohibited on ESD property.
- e. <u>Safety</u>. Prior to instituting work on ESD property, Contractor, its subcontractors, and suppliers shall review the safety and security policies issued by the ESD's Environmental Health and Safety Department and shall comply with those policies while on ESD property.

20. When Work is Performed in or on School Sites, Contractor shall comply with the following:

a. No Unsupervised Contact with Students. Contractor will ensure that Contractor, any subcontractors, and their officers, agents and employees will have no direct unsupervised contact with students while on ESD/School District property. Contractor will work with the ESD to ensure compliance with this requirement. If The Work under this contract requires unsupervised contact with students, then Contractor shall submit to fingerprinting and a criminal background check pursuant to ORS 181.525, 181.539 and 342.223. Contractor shall pay for all required background and security checks.

- b. <u>Confidentiality</u>. Contractor will not disclose any information or records regarding students or their families that Contractor may learn or obtain in course and scope of Contractor's performance of this Contract.
- c. <u>Criminal Records Check.</u> Notwithstanding paragraph 20a, Contractor will provide verification of criminal records check and fingerprinting for any Contractor, sub-contractor, officer, agent or employee who may, by the nature of the Work, have direct, unsupervised contact with students while on the ESD/School District property. Cost of the records check and fingerprinting shall be born by the Contractor. No work may proceed until the ESD receives verification of a satisfactory criminal records check.
- d. <u>Child Abuse Reporting Act</u>. Contractor shall comply with the child abuse reporting law (ORS 491B.005 through 419B.050) as if Contractor were a mandatory abuse reporter. Contractor shall immediately report to the proper state or law enforcement agency circumstances supporting reasonable cause to believe that any child has been abused. Contractor shall report to the Principal or designated school authority the circumstances supporting reasonable cause to believe that any child has been abused.
- **21. Employment Standards.** The Contractor agrees that upon request by the ESD, it shall remove from all ESD premises any Contractor's employee who, in the sole opinion of the ESD, is guilty of improper conduct, bringing any unauthorized personnel (including their own children) into a facility, or is not qualified to perform the work assigned.
- **Security.** Any disclosure or removal of any matter and/or property on the part of the Contractor or Contractor's employees shall be cause for immediate cancellation of the contract. Any liability, including, but not limited to, attorney fees, resulting from any action or suit brought against the ESD as a result of the Contractor's or Contractor's employees' willful or negligent release of information, documents or property contained in or on ESD property shall be borne by the Contractor. All information, documents and property contained within these facilities shall be considered privileged and confidential.
- **23. Compliance with Applicable Law**. Contractor shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.
- **24. Public Employee Retirement System.** Contractor represents and warrants that (a) Contractor is not active as an employee in the Public Employee Retirement System; (b) Contractor has not received wages from the ESD or any other public entity during this calendar or fiscal year.
- 25. Indemnity and Hold Harmless. Contractor shall defend, indemnify, and hold the ESD, its officers, agents and employees, harmless against all liability, loss, costs, or expenses, including attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act sustained in any way in connection with the performance of this contract or by conditions created thereby, or based upon violation of any statute, ordinance or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification to the ESD, but is in addition to such common law or statutory provisions.
- **26. Insurance.** Contractor shall provide proof of insurance as required on the Standard Services Contract Insurance Requirements attachment.
- **Waiver.** Waiver of any default under this Contract by the ESD shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
- **28. Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and, rules of the ESD, as they appear at the time of signing or any subsequent addenda. Any legal action involving any question arising under this Contract must be brought in Multnomah County Circuit Court. If a claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
- **29. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

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- **30. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. An understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- 31. Anti-discrimination Clause. Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses.
- **Rule of Construction.** The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the contract.

CONTRD	\ <i>C</i> TAD	$\mathbf{D} \mathbf{A} \mathbf{T} \mathbf{A}$	ANID	SIGNATURE
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Business Name:	City of St. Helens					
Business Address:	265 Strand Street	, St. Helens, OR 97051		Phone:	503-397-6272	
Federal Tax ID#	93-6002248	or Social So	ecurity #:		•	
Is Contractor a nonre	sident alien?	☐ Yes ⊠ No				
Business Designation	(check one):	Sole Proprietorship	[Partnersl	nip	
Corporation-for-P	rofit	Corporation-for-Non-Pro	ofit			
Other (de	scribe here):	Municipal Corporation				
	nderstand th	g the attached documents. I he Contract and agree to be b		ts terms.	authority to sig	gn and enter 12/16/20
Name (please print)	Signa	ture	Title			Date
	North	he Certification Statement for west Regional Education Se ot binding on the ESD until sig	vice Disti	rict SIGNAT	URE	ctor Status.
Dan Goldman			Superii	ntendent		

Title

Name (please print)

Signature

Date

Item #9.

APPOINTMENTS TO ST. HELENS CITY BOARDS AND COMMISSIONS

City Council Meeting ~ December 16, 2020

Pending applications received:

			Date Application	Referred by Email
	<u>Name</u>	<u>Interest</u>	Received	To Committee(s)
•	Joshua Hughes	Arts & Cultural Commission	7/30/19	8/4/19
•	Andrea Luttrell	Arts & Cultural Commission	9/27/19	9/30/19
•	Chris Warr-King	Arts Comm. & Planning Comm.	2/18/20	2/18/20
•	Dana Lathrope	Arts, Parks & Trails, Planning	2/18/20	2/18/20
•	David Bonn	Planning Commission	2/26/20	3/5/20
•	Brady Preheim	Planning Commission	11/24/20	11/24/20
•	Shana Cavanaugh	Planning Commission	12/2/20	12/2/20

Arts & Cultural Commission (3-year terms)

- Maggie Clayton resigned. Her term expires 9/30/2021.
- Patrick Nicholson resigned. His term expires 9/30/2022.
- Kimberly O'Hanlon resigned. Her term expires 9/30/2021.
- Leticia Juarez-Sisson resigned. Her term expired 9/30/2020.
- Jenna Reineking's term expired 9/30/2020.

Status: Currently, the Commission is on hiatus.

Next Meeting: TBD

Recommendation: None at this time.

Library Board (4-year terms)

- The Board added positions.
- Heather Anderson-Bibler resigned. Her term expires 6/30/2021.

Status: Currently, there are two vacancies. **Next Meeting:** December 14, 2020 **Recommendation:** None at this time.

Parks & Trails Commission (4-year terms)

Carmin Dunn's and Jerry Belcher's terms expire 12/31/2020.

Status: The Commission met on December 14 and voted to reappoint Carmin and Jerry.

Next Meeting: January 11, 2021

Recommendation: Reappoint Carmin Dunn and Jerry Belcher.

Planning Commission (4-year terms)

Dan Cary's and Greg Cohen's terms expire on 12/31/2020. Both would like to be reappointed, however, they
have served at least two full terms, so, we have advertised for new applicants.

Status: We have received a total of five applications. It is on the Commission's December 8 meeting to discuss.

Next Meeting: January 12, 2020 **Recommendation:** None at this time.

City of St. Helens RESOLUTION NO. 1648

A RESOLUTION ESTABLISHING GUIDELINES FOR THE APPOINTMENT OF ST. HELENS BOARD, COMMITTEE AND COMMISSION MEMBERS, SUPERSEDING RESOLUTION NO. 1521

WHERAS, the City Council wished to establish the same guidelines for recruitment, interviews and appointments for all City boards, committees and commissions, and adopted Resolution No. 1521 on August 12, 2009; and

WHEREAS, Resolution No. 1521 established general recruitment, selection and appointment guidelines for appointments to the City of St. Helens boards, committees and commissions; and

WHEREAS, the Council wishes to update the guidelines adopted in Resolution No. 1521 to better meet the needs of the City.

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

- The City Recorder shall send a press release to the local newspaper of record announcing all board, committee and commission vacancies as they become available. A "vacancy" is defined as an unoccupied position, resulting from a voluntary resignation or involuntary termination. A member whose term expired does not create a vacancy, unless that member is resigning at the end of his/her term or the majority of the board, committee or commission wishes to terminate said member.
- 2. Any individual or group is encouraged to submit names for consideration to the City.
- 3. All new applicants shall submit a written application to the City Recorder's Office.
- 4. Members wishing to continue their appointment for another term will inform the City Recorder but need not submit a new application. If a member has served two consecutive full terms, a press release shall be sent to the local newspaper of record, each subsequent term expiration thereafter, to solicit new applications for that position. The incumbent may be reappointed at the discretion of the interview panel and City board, committee or commission. If an individual has been off a City board, committee or commission for a year or more, they must complete a new application.
- 5. The recruitment period to the board, committee or commission shall be for a finite period. At the end of the advertising period, the Council liaison shall determine if the pool of candidates is sufficient to continue with the selection process or may continue the recruitment period for a set or unlimited period until it is determined there is a sufficient pool of candidates.
- The Council liaison to the board, committee or commission shall be responsible to assemble an interview committee. The interview committee shall be responsible to make recommendations via the Council liaison to the Mayor and City Council.
- Appointments must comply with any ordinances, bylaws, Charter provisions, or state or federal laws
 concerning the board, committee or commission. In the event of any inconsistency between these
 policies and a chapter relating to a specific board, committee or commission, the specific chapter
 shall control.
- 8. In order to become more familiar with each applicant's qualifications, the interview committee may interview all or a shortlist of applicants for a position. The number of applicants to be interviewed is at the interview committee's discretion. The interview committee also has the discretion to reject

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all applications in favor of re-advertising if no applicants are found to be suitable for the boacommittee or commission.

- 9. Reappointments to a City board, committee or commission shall be considered in accordance with the guidelines listed in this section, together with the type of service the individual has already given to the board, committee or commission and his/her stated willingness to continue.
- 10. Consideration should be given to residents outside the City when the board, committee or commission or function serves residents outside City boundaries.
- 11. Board, committee or commission members shall not participate in any proceeding or action in which there may be a direct or substantial financial interest to the member, the member's relative or a business with which the member or a relative is associated, including any business in which the member is serving on their board or has served within the previous two years; or any business with which the member is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential conflict of interest shall be disclosed at the meeting where the action is being taken.
- 12. Board, committee or commission vacancies are filled by appointment of the Mayor with the consent of Council. Board, committee or commission members shall serve without compensation except the Planning Commission that may receive a monthly stipend at the discretion of the City Council.
- 13. Individuals appointed to one City board, committee or commission shall not serve on any other City board, committee or commission during the term of their appointment; provided, that the Council may waive this limitation if it is in the public interest to do so.

PASSED AND ADOPTED by the City Council on this 18th day of December, 2013, by the following vote:

	Ayes:	Locke, Carlson, Con	n, Morten,	Peterson	
	Nays:	None			
ATTEST:			_	s/ Randy Peterson Randy Peterson, May	ror
<u>/s/ Kathy Payr</u> Kathy Payne, (corder			



PLANNING COMMISSION

APPROVED MINUTES Tuesday, November 10, 2020 at 7:00 PM

Members Present: Chair Hubbard

Vice Chair Cary Commissioner Cohen Commissioner Semling Commissioner Webster Commissioner Pugsley Commissioner Lawrence

Members Absent: City Councilor Carlson

Staff Present: City Planner Graichen

Associate Planner Dimsho

Community Development Admin Assistant Sullivan

Others: None

7:00 P.M. CALL TO ORDER & FLAG SALUTE

2. CONSENT AGENDA

A. Planning Commission Minutes dated October 13, 2020

Motion: Upon Commissioner Pugsley's motion and Commissioner Semling's second, the Planning Commission unanimously approved the Draft Minutes Dated October 13, 2020. [AYES: Commissioner Pugsley, Commissioner Cohen, Commissioner Webster, Commissioner Semling; Nays: None Commissioner Lawrence and Vice Chair Cary did not vote due to their absence from the meeting]

3. TOPICS FROM THE FLOOR (Not on Public Hearing Agenda): Limited to five minutes per topic There were no topics from the floor.

4. PUBLIC HEARING AGENDA:

4A. Lot Line Adjustment and Conditional Use Permit (Minor Modification) at 34867 Burt Road – Meadowbrook Homeowner's Association

Chair Hubbard opened the Public Hearing at 7:04 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter.

City Planner Graichen introduced the proposal as presented in the staff report dated November 3, 2020. He said this was a joint Lot Line Adjustment and Minor Conditional Use Permit. He mentioned that in the 1970s plan developments were approved by Conditional Use Permit and then after 1999 they were approved by an overlay zone and a different process. He said there were two subdivisions that started in the old way, but finished in thenew way. This Meadowbrook Subdivision was one of those.

He showed the open space tract that was a requirement for the plan development using the old standards. He mentioned the applicant wanted to move the line to make their lot a little larger and reduce the open space tract. Graichen said when the Meadowbrook Subdivision Phase Three Final Plat was reviewed, it was not reviewed very closely. The lot where the applicant is located was supposed to be open space and was inadvertently turned into a lot. He also mentioned there was a boundary where some lots ended up outside an open space tract too. This was resolved in 2002 and it was determined that the minimum ten percent usable open space requirement was still met at that time. He mentioned that he thinks they discovered it after the fact and fixed it.

Graichen showed several areas that had open space and that even by moving the lot line, they would still meet the minimum ten percent usable open space requirement. He said the staff recommends approval.

Chair Hubbard asked if the use of the property was just to increase their yard size. Graichen said he believed that was the case. He mentioned they could build an accessory structure if they chose to.

Commissioner Cohen asked if there should be concern that other neighbors would want to use the open space and move their lot lines. Graichen said if they stick to the standard, they are not creating any precedence issues.

There was a small discussion on access and what could be built on the property.

In Favor

Furseth, Cindy. Meadowbrook Homeowners Association (HOA). Applicant. Furseth was called to speak. She spoke about the open space and how they were intended for picnic areas but never happened. She said the area was no use to anyone in Meadowbrook and that it would transfer to the lot owner with some restrictions by the HOA. There would be a vote from the HOA for them to confirm it. She said she initially believed it was supposed to be a part of that lot, but it ended up being a dump site for the construction areas. She said it was beneficial to everyone for the lot owner to take on the space as it will improve the area.

Commissioner Cohen asked if any of the neighbors had given any feedback. Furseth mentioned there were no neighbors within Meadowbrook that abut this space except for the lot owner. She also mentioned that the owner would now be responsible for upkeep of the area which is beneficial to the HOA.

Ramirez, Antonio. Applicant. Ramirez was called to speak. He is the current owner of lot 53. He said his intentions for the property were to improve the yard. He said he had no intentions of adding a driveway and wants to just make the area look nicer for the area.

Chair Hubbard asked if he would consider building onto his house. Ramirez said he did not see that as something he would do.

Neutral

No one spoke as neutral testimony.

In Opposition

No one spoke in opposition.

End of Oral Testimony

There were no requests to continue the hearing or leave the record open.

Close of Public Hearing & Record

The applicant waived the opportunity to submit final written argument after the close of the record.



Deliberations

Motion: Upon Commissioner Webster's motion and Commissioner Lawrence's second, the Planning Commission unanimously approved the Lot Line Adjustment and Minor Conditional Use Permit as written. [Ayes: Commissioner Semling, Commissioner Lawrence, Commissioner Webster, Commissioner Cohen, Commissioner Pugsley, Vice Chair Cary; Nays: None]

Motion: Upon Commissioner Cohen's motion and Commission Webster's second, the Commission unanimously approved the Chair to sign the Findings when prepared. [Ayes: Commissioner Semling, Commissioner Cohen, Commissioner Lawrence, Commissioner Webster, Commissioner Pugsley, Vice Chair Cary; Nays: None]

4B. Variance (Setbacks) and Variance (Access) at vacant lot at the dead end of S. 2nd Street – c2Design

Chair Hubbard opened the Public Hearing at 7:32 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter.

Associate Planner Dimsho introduced the proposal as presented in the staff report dated November 3, 2020. She mentioned this lot was zoned Apartment Residential and there is a very steep bluff. She said the property is undeveloped currently and she mentioned the applicant would like to develop two attached single-family dwellings.

She said they are proposing an access easement, as there is no way the tapering right-of-way can provide an adequate access to the southern lot utilizingS. 2nd Street. She said the access easement takes up a large portion of their developable lot. She mentioned the minimum standard of 15-feet at the front of the property and then it widens to 28-feet in the back to allow the of maneuvering of vehicles into garages or backing up in the driveway.

She also mentioned there is a condition of approval that they get a Lot Line Adjustment as presented.

She mentioned there were a few administrative setback exceptions proposed. She explained the different setback exceptions they were proposing but did say the Commission was not approving those through these Variances. She said the first variancethey would be reviewing is the proposed setbacks along the access easement. The code requires measuring setbacks from access easements. She mentioned there was some landscaping along the zero-setback along the access easement and that the Commission could require more landscaping or screening. The second variance request was for a 2-foot encroachment on the 2nd-story into the proposed access easement.

She said they would meet the standards for off-street parking with the proposed access easement. Commissioner Cohen asked if the proposal was to build on the edge of the bluff or is there a setback. Dimsho said the applicant is still maintaining the standard 20-front yard setback, so that there is no difference along the street.

There was a small discussion about the topography of the lot and the location of the other houses and where the dwellings would be built.

There was a discussion on the design of the garages and the driveway and access. There was also discussion about parking and where vehicles would be placed.

In Favor

<u>Cohen, Chuck. c2design. Applicant</u>. Cohen was called to speak. Cohen spoke about the free space around the building between the other properties. He said the neighbors were comfortable with him building this, as it did not affect their views. He said he spoke with the interim Fire Marshall who said it could be adequately serviced by a fire truck and said that there may be a different determination by



the new Fire Marshall that may would require a sprinkler system. He said the stormwater was being collected and brought around the edge of the building to not affect the adjacent properties.

Vice Chair Cary asked about garbage service and how this property would be serviced. Cohen mentioned they would have to bring it up to the edge of their driveway for service.

Commissioner Cohen asked about the two garages and how they would work. Cohen mentioned that it was designed to make it as easy as possible for the homeowners. He was trying to ease the congestion in that area. He said he understood the concern for the potential of the concern of owners backing into each other, but he did not feel that moving the garages would solve the issue. Commissioner Cohen also asked about the landscaping to mitigate the views between the neighbor. Cohen said the neighbor has always built something as a buffer. So, he felt that it was already buffered to their acceptance.

Zender, Brian. Applicant. Zender was called to speak. He said they were trying to develop this lot and make it a great place for someone to live.

Neutral

No one spoke as neutral testimony.

In Opposition

No one spoke in opposition.

End of Oral Testimony

There were no requests to continue the hearing or leave the record open.

Close of Public Hearing & Record

The applicant waived the opportunity to submit final written argument after the close of the record.

Deliberations

Chair Hubbard said after the presentation he felt better about the design for the buildings and the access and driveways.

Commissioner Pugsley said she felt the design was a good design. She said she liked that there were some semi-permeable areas proposed along the access easement. She felt it was very thorough.

Motion: Upon Commissioner Cohen's motion and Commissioner Semling's second, the Planning Commission unanimously approved the Variance (Setbacks) and Variance (Access) as proposed with the conditions of semi-permeable driveway and no additional landscaping required. [Ayes: Commissioner Semling, Commissioner Lawrence, Commissioner Webster, Commissioner Cohen, Commissioner Pugsley, Vice Chair Cary; Nays: None]

Motion: Upon Commissioner Cohen's motion and Commission Semling's second, the Commission unanimously approved the Chair to sign the Findings when prepared. [Ayes: Commissioner Semling, Commissioner Cohen, Commissioner Lawrence, Commissioner Webster, Commissioner Pugsley, Vice Chair Cary; Nays: None]

5. PLANNING DIRECTOR DECISIONS

a. Subdivision (Final Plat) at Commons Drive – Graystone Estates

6. PLANNING DEPARTMENT ACTIVITY REPORT

a. November Planning Department Activity Report

There was no discussion on the report.



7. FOR YOUR INFORMATION ITEMS

Graichen mentioned that they spoke with the City Council about the House Bill 2001. He said St. Helens was the only town that was being asked to update these standards in Columbia, Clatsop and Tillamook counties combined. He said the Council had mentioned they would like to see duplexes defined as two dwellings on the lot, not just attached dwellings. The Council also asked for a permanent change to the base residential lot coverage from 35 percent to 40 percent.

The Commission had a small discussion on the detached versus attached proposal.

Chair Hubbard asked about the Gable Road development and their Tribal notices. Graichen mentioned they were government funded which requires some extra steps. Chair Hubbard asked about the oil tanks so close to the property lines. Graichen mentioned that he had not heard anything yet.

8. NEXT REGULAR MEETING: December 8, 2020

There being no further business before the Planning Commission, the meeting was adjourned 8:49 p.m.

Respectfully submitted,

Christina Sullivan
Community Development Administrative Assistant

City of St. Helens

Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 16th day of December, 2020 are the following Council minutes:

2020

 Work Session, Executive Session, and Regular Session Minutes dated December 2, 2020

After Approval of Council Minutes:

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

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COUNCIL WORK SESSION

Wednesday, December 02, 2020

DRAFT MINUTES

MEMBERS PRESENT

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

MEMBERS ABSENT

Councilor Ginny Carlson

STAFF PRESENT

John Walsh, City Administrator

Matt Brown, Assistant City Administrator

Kathy Payne, City Recorder

Lisa Scholl, Deputy City Recorder

Mouhamad Zaher, Public Works Director

Sue Nelson, Public Works Engineering Director

Rachael Barry, Government Affairs & Project Support Specialist

Crystal King, Communications Officer Jacob Graichen, City Planner Jenny Dimsho, Associate Planner Bill Monahan, City Attorney Tina Curry, Event Coordinator

OTHERS

Lynne Pettit Paul Vogel Brady Preheim Tim Goodman

CALL WORK SESSION TO ORDER - 1:00 p.m.

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

Brady Preheim. The agenda lists a presentation from the Columbia County Economic Team (CCET). He is opposed to the request. The new director has done a better job than the previous one. However, Brady is unhappy that the director has falsely stated that Mike Seely approves and supports the Port Westward rezoning. That is a lie, and he should be terminated.

City Administrator Walsh pointed out that CCET Director Paul Vogel will be on later and can respond.

DISCUSSION TOPICS

1. Comcast Franchise Agreement Discussion - *Matt/John*

1:03 p.m.

Assistant City Administrator Brown introduced Comcast representative Tim Goodman.

City Attorney Bill Monahan reviewed the expired franchise agreement. He has been working on revising it. A memo is included in the archive meeting packet listing the major changes.

- 10-year extension
- same franchise rate

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- clarified language about responsibilities
- increase in insurance requirements
- allows for City to request a report of complaints

The current agreement includes a requirement for a customer service office in the City to be open 40 hours a week. It allows for relocating the office in the County with a 60-day notification to the City and customers. Comcast is requesting that requirement be removed. They propose to operate with less physical contact, as many are doing with COVID. Techs will help deliver equipment.

Councilor Topaz pointed out that the pandemic is temporary. Can the customer service office re-open following the pandemic? Monahan responded that the language is proposed by Comcast. Comcast has not made this decision lightly. They want to provide the best customer service they are able to, and are requesting the change. Not a lot of customers go into the office. Most consumers prefer contactless assistance.

Mayor Scholl pointed out that they were supposed to give a 60-day notice to both the City and customers to close the office and they did not do that. He had an issue and went back and forth to the office for a new equipment. If the office were not there, it would have taken more time. This is difficult for elderly who do not drive and need new parts. Service is going down to increase profit. It is not fair for notice to not be made and a public hearing to not be held.

Council President Morten concurred with Mayor Scholl. He is concerned about citizens who need help. He talked about the problems he has experienced with Comcast. He does not recall receiving a notice as a subscriber. Moving out of the City and County is a blatant breach of contract. He asked if Comcast is a member of the Joint Utilities Association of Oregon. They help resolve these kinds of disputes. He would like to see resolution before signing a new contract.

Comcast representative Tim Goodman spoke to the potential breach of contract. That is part of the current franchise if they tried to close it now. There are certain requirements that they must maintain, including the customer service office in the County. Right now, they are talking about a new franchise with that requirement going away. The store has been closed since mid-March because of COVID. If the franchise is renewed as proposed, they would likely close the office permanently. Mayor Scholl expressed his concern about them making that decision with the excuse of a pandemic. Tim responded that is not true. The proposal was done well before the pandemic hit. It is a business decision. In 2018, they averaged 16 visits a day and in 2019, there were 15 visits a day. That is not enough to remain open. There are many ways to do it now without going to the store. If they decide to close, they are required to notify jurisdictions and customers. He no longer has an office because of COVID.

Discussion of notice. Notice has not been sent because a permanent decision has not been made. The only notice that went out was the temporary COVID closures.

Mayor Scholl emphasized the need for quick service with so many customers having to work from home right now. Councilor Topaz added that older people need to meet with support face-to-face. They do not work as well over the phone.

Council President Morten expressed his disappointment that Comcast is only looking out for their financial impact and not their customers. He recommends passing it on to their Board that they will lose customers. Tim explained that technicians will go to houses and help. They are rated on their customer service. Their biggest initiative is to provide the best customer service. It is a business decision based on not getting the traffic in the store.

Discussion ensued about the store. Councilors emphasized the need for customer service and communication. Tim explained that the store would be open right now if it was not for the pandemic. A majority of stores have been closed. Staff has been very diligent about requesting data and information.

He is fairly certain that notice was sent about the temporary closure. Mayor Scholl went back to the fact that they could have stayed up and followed governor's orders. Tim responded that it was closed for employee and customer safety. Mayor Scholl represents all the citizens of Columbia County that will be affected. Councilor Topaz pointed out that this will close the customer service office as well as the stock of supply. Tim confirmed that techs are working out of their homes now. They receive equipment mailed to them or they pick it up.

Mayor Scholl asked if Tim has the authority to keep the store open. Tim responded that he does not. He emphasized that customers or Council can contact him directly if they have unresolved issues.

Tim acknowledged that the staff that is working hard for the City.

This is on tonight's agenda.

2. Enterprise Zone Sponsor Requests - *Paul Vogel, CCET Executive Director* 2:09 p.m.

Paul Vogel, CCET Director. The request is for the City, as a Zone Sponsor of the South Columbia County Enterprise Zone, to authorize an application by Cascades Tissue for a new Enterprise Zone exemption. This is for expansion of two new lines and 21 employees. They do meet and exceed the payroll requirements for a five-year exemption. A copy of the request is included in the archive packet for this meeting. CCET is glad to see the expansion. It is a \$14 million investment.

Council President Morten asked how the City of St. Helens benefits from this. Paul responded that the Cascade plants are interconnected. There is an application fee that goes into the betterment fund to partially support the CCET Management. This will add to the tax rolls and creates 21 new jobs. Benefits decrease if they do not sustain that employment number.

Paul addressed Brady's earlier comment. When the CCET Board voted in favor, he organized materials. He was given a letter that Mike Seely was no longer in opposition. Paul spoke with him and Mike voiced his concerns but said he is not opposed to industry. They have removed the bullet that was in an earlier memo.

Paul gave a couple CCET updates:

- Completed the award notifications for round four of the small business grants
 - o approximately \$317,500 was awarded to St. Helens small businesses
 - 44 businesses were awarded
 - 98 applications were received
 - Almost half of the awards have not been responded to yet. People have to sign and return
 a form prior to the check being issued. He requested help from the City with
 communicating to businesses that the money has been awarded. Mayor Scholl will ask
 Communications Officer Crystal King to help communicate the money availability.
- Another grant will be released for almost \$1 million. They will have to award that money by the end of the year.

City Administrator Walsh added that this is included on tonight's agenda approval to sign. Enterprise Zones are one of the few tools in Oregon to support economic development. They are good to support.

Discussion of Opportunity Zones. Paul will create an explanation of them.

3. Bennett Building Improvements Update - *Matt/Jenny* 2:24 p.m.

Assistant City Administrator Brown reviewed the improvement proposal. There were concerns about the windows installed not meeting historic district guidelines.

December 02, 2020

Associate Planner Jenny Dimsho reviewed photos included in the archive meeting packet. Exterior modifications to buildings in the Riverfront District normally go to the Planning Commission, acting as the Historical Landmarks Commission, for architectural review. That did not happen, so they are working to correct it now. The new windows installed have architecture discrepancies. The City hired an architectural firm for guidance. She reviewed upcoming phases. The first phase will be to upgrade the windows to meet historic guidelines. They will be requesting approval at tonight's meeting to sign off on the \$40,000 upgrades.

Council President Morten asked where the money will come from. Brown responded that it will mostly come from utility funds since they operate from there five days a week. Council President Morten asked if the funds are in the budget. Brown said it was not specifically talked about during the budget discussion but there are funds in contingency. Councilor Locke asked what the entire budget is. Dimsho reported that it is approximately \$200,000.

Mayor Scholl asked if the windows are eligible for CRPUD rebates. Dimsho will look into that.

Councilor Topaz pointed out the parapet tile. Will it be removed? Dimsho confirmed that the tiles will be replaced after making the repairs.

Dimsho talked about historic landmarks.

Brown talked about the future use of the building. The idea is for Building, Planning, and Engineering to move into the building if Court moves to a new Public Safety Facility.

Councilor Locke expressed his concern that the building needs to be ready to change use in the future.

This is on tonight's agenda for approval.

4. Discussion on City Properties to Potentially be Sold - *Jacob/Sue/Matt* 2:41 p.m.

Assistant City Administrator Brown reviewed the list and map of properties. A copy is included in the archive meeting packet.

City Planner Graichen explained that the best practice is to turn small pieces into City right-of-way if adjacent owners do not want to purchase them.

Council reviewed and discussed the property list.

- 1. Millard Road consensus to retain to control what is developed on the property
- 2. 554 S. 12th Street consensus to reach out to Communication Action Team (CAT) and Habitat for Community to build self-help housing; there are potential wetlands on the property
- 3. North of 484 S. 10th Street consensus to reach out to Communication Action Team (CAT) and Habitat for Humanity to build self-help housing
- 4. S. 6th Street consensus to retain it for future right-of-way
- 5. S. 2nd Street consensus to retain for future parking
- 6. S. 2nd Street consensus to retain for future parking
- 7. East of 440 S. 2nd Street consensus to retain

Break - 3:18 p.m.

Discussion of the park land on Millard Road. It will be an amenity to whatever is developed on the adjacent property.

5. Update on RFPs for Riverwalk & S. 1st & Strand Streets Road & Utility Extensions - John

3:32 p.m.

City Administrator Walsh reported that submittals are due next week. Discussion of who will review the RFP submittals.

Riverwalk RFPs:

- City Administrator Walsh
- Public Works Director Zaher
- Public Works Engineering Director Nelson or Public Works Supervisor Elder
- Associate Planner Dimsho
- Parks & Trails Commission Chair Carmin Dunn
- Planning Commission Vice Chair Dan Cary
- Council President Morten
- Councilor Topaz
- Incoming Council members Jessica Chilton and Patrick Birkle, since they will not constitute a quorum until they are sworn in.

S. 1st and Strand Streets Road and Utility Extensions RFPs:

- City Administrator Walsh
- Public Works Director Zaher
- Public Works Engineering Director Nelson
- Public Works Supervisor Elder
- Mayor Scholl
- Councilor Locke
- Incoming Council members Jessica Chilton and Patrick Birkle, since they will not constitute a quorum until they are sworn in.

6. Strategic Action Plan Updates

3:47 p.m.

Brown reviewed updates.

- Business fee schedule update on tonight's agenda for approval.
- Towing contract with Drake's Towing on tonight's agenda for approval.
- Conducting polling regarding the Public safety Facility.
- An email was distributed from S&G with a survey following-up about the fiber company. It needs
 to be completed by December 9. Responding shows the Council is interested in proceeding.

7. City Administrator Report

3:50 p.m.

- Catching up after the Thanksgiving break.
- The Christmas Tree is up. It will be decorated with lights.
- Christmas Ships will be here December 12.
 - The docks will have limited access.
 - o The captain's dinner will be catered by Wild Currant.
 - Santa will be on the top steps of the Courthouse with a drive-through candy shoot.
 - Parking will be available on the Waterfront Property and occupants are encouraged to remain in their vehicle.
 - They will observe safety protocols.
- Looking forward to having 2020 behind us!
- Time for department head evaluations.

- Communications Officer Crystal King is back part-time. Thank you to everyone who has been filling in for her. They are planning out the next quarter of communications.
- RFQs are due December 8.
- The builder is requesting an extension for the container homes on N. 7th Street. He recommends a six-month extension. No objection from Council.
- The franchise agreement with Waste Management for container drop boxes will be reviewed December 16.
- Building Inspector interviews are behind held on Monday. Last time, the interviews involved a community member. He reached out to Rich Bailey to have him participate.
- The Community Development Block Grant (CDBG) for the Food Bank held a bid opening yesterday and received four proposals. All of the bids were within budget. They are reviewing the low bidder submittals to verify it is complete.
- A lot has changed since the Comcast Franchise Agreement was renewed last time.

OTHER BUSINESS

Councilor Topaz encouraged Walsh to get a name tag for Christina Sullivan.

ADJOURNMENT – 3:58 p.m.

EXECUTIVE SESSION

Respectfully submitted by Lisa Scholl, Dep	outy City Recorder.	
ATTEST:		
Kathy Payne, City Recorder	Rick Scholl, Mayor	

City of St. Helens **CITY COUNCIL**

Executive Session Summary

December 2, 2020

This meeting was held electronically via Zoom.

Members Present: Rick Scholl, Mayor

Doug Morten, Council President

Keith Locke, Councilor

Stephen R. Topaz, Councilor

Members Absent: Ginny Carlson, Councilor

Staff Present: John Walsh, City Administrator

Matt Brown, Assistant City Administrator

Kathy Payne, City Recorder

Bill Monahan, City Attorney with Jordan Ramis PC

Others: None

At 4:02 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call.

- Real Property Transactions, under ORS 192.660(2)(e)
 - o There was a brief update on the potential purchase of property on Sykes Road.
- Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h)
 - o Reviewed a confidential memo from the City Attorney regarding the Comcast franchise renewal process.
 - Update on St. Helens Industrial Business Park Tenant Operations.

The Executive Session was adjourned at 4:38 p.m.





COUNCIL REGULAR SESSION

Wednesday, December 02, 2020

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

John Walsh, City Administrator Matt Brown, Assistant City Administrator Kathy Payne, City Recorder Mouhamad Zaher, Public Works Director Sue Nelson, Public Works Engineering Director

OTHERS

Brady Preheim Patrick Birkle Tim Goodman Rosemary Clement

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

PLEDGE OF ALLEGIANCE

Mayor Scholl led the flag salute.

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

- Brady Preheim. Referring to the work session presentation, he cannot believe that Comcast is claiming that this has nothing to do with COVID-19. They are money-grubbing-greedy. He appreciates the comments made by Council. He expressed the frustrations he has had with them. Comcast has the absolute worst customer service. He hopes the Council will wholeheartedly reject the proposal to not have a Comcast store here. If you have dealt with Comcast, everything is not fine. The nice thing about Comcast is they have good products. Internet is a critical, essential service. It may be time to have the City take over. They certainly could be open now.
- Rosemary Clement. She lives on S. 1st Street. She is disappointed that the space for the Haunted House still has Halloween decorations up. It should be down by December 1st. She and others feel hostaged by Spirit of Halloweentown for the whole year. The City should be respectful of the merchants downtown. Why is it allowed?

City Administrator Walsh explained there is no requirement for it to come down, but Council can discuss it. Rosemary understands it is not a requirement but would like the Council to be more cognizant of residents. Councilor Carlson pointed out that the person who could answer that question is not in attendance.

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MAVOD

PROCLAMATION

1. PROCLAMATION – City Council Election Results from November 3, 2020

City Recorder Payne read the proclamation into the record.

WHEREAS, at a General Election held in the State of Oregon on November 3, 2020 in the City of St. Helens, Oregon, the candidates for office of City Mayor and Council Position Nos. 2 and 4 were submitted to the voters, and

WHEREAS, the City Council of the City of St. Helens has received the results of said elections and has found as follows:

TOTAL VOTES CAST

5,466
355
TOTAL VOTES CAST
3,230
2,829
87

COUNCIL POSITION NO. 4 TOTAL VOTES CAST

Ginny Carlson (incumbent) 2,871
Jessica Chilton 3,215
Miscellaneous Write-Ins 70

NOW, THEREFORE, I, Rick Scholl, Mayor of the City of St. Helens, do hereby proclaim at the General Election held November 3, 2020, the following:

- 1. Rick Scholl was re-elected to the position of Mayor.
- 2. Patrick Birkle was elected to the position of Council Position No. 2.
- 3. Jessica Chilton was elected to the position of Council Position No. 4.

ORDINANCES - First Reading

2. Ordinance No. 3259: An Ordinance Granting Comcast of Delaware, II, Inc. a Non-Exclusive Franchise and Right to Operate, Construct, and Maintain a Cable System in the City of St. Helens, Oregon

RESOLUTIONS

3. Resolution No. 1903: A Resolution Adopting a Universal Fee Schedule, and Superseding Resolution No. 1874

Mayor Scholl read Resolution No. 1903 by title. Motion made by Councilor Locke and seconded by Councilor Topaz to adopt Resolution No. 1903. Voting Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz

4. Resolution No. 1904: A Resolution to Set 2021 City Public Meetings and Holiday Closures Schedule for City of St. Helens Council, Boards and Commissions

Mayor Scholl read Resolution No. 1904 by title. Motion made by Council President Morten and seconded by Councilor Carlson to adopt Resolution No. 1904. Voting Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz

5. Resolution No. 1905: A Resolution to Adopt a COVID-19 Infection Notification Process

Mayor Scholl read Resolution No. 1905 by title. Motion made by Councilor Carlson and seconded by Councilor Locke to adopt Resolution No. 1905. Voting Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz

6. Resolution No. 1906: A Resolution of the City Council of the City of St. Helens, Oregon, Authorizing Extended Enterprise Zone Benefits for a Fourth and Fifth Year to Cascades Tissue Group-Oregon Converting, a Division of Cascades Holding U.S. Inc. (Cascades), Located in the South Columbia County Enterprise Zone

Mayor Scholl read Resolution No. 1906 by title. Motion made by Councilor Carlson and seconded by Council President Morten to adopt Resolution No. 1906. Voting Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

- 7. Exclusive Towing Contract with Drake's Towing & Recovery
- 8. Letter of Support for Port Westward Re-Zone Application

Motion: Motion made by Councilor Carlson and seconded by Councilor Locke to approve '7' and '8' above. Voting Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz

APPOINTMENTS TO CITY BOARDS & COMMISSIONS

9. Appointments to City Boards & Commissions Reappoint Michelle Damis and Claire Catt to Budget Committee

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

CONSENT AGENDA FOR ACCEPTANCE

- 10. Library Board Minutes dated October 12, 2020
- 11. Planning Commission Minutes dated October 13, 2020

Motion: Motion made by Councilor Carlson and seconded by Councilor Locke to approve '10' and '11' above. Voting Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz

CONSENT AGENDA FOR APPROVAL

- 12. Council Work Session, Executive Session, and Regular Session Minutes dated November 18, 2020
- 13. Accounts Payable Bill Lists

Motion: Motion made by Councilor Topaz and seconded by Council President Morten to approve `12' and `13' above. Voting Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz

WORK SESSION ACTION ITEMS

Assistant City Administrator Brown reviewed the request for authorization to allow Walsh to sign with Arciform for the Bennett Building façade improvements. It is for the Phase I window replacement.

Mayor Scholl said it needs to be done. He requested they look into energy efficiency rebates. Brown responded that he would investigate that.

Motion: Motion made by Councilor Topaz and second by Councilor Locke to authorize Walsh to enter into an agreement for Phase I Bennett Building façade improvements. Voting Yea: Mayor Scholl, Council President Morten, Councilor Locke, Councilor Carlson, Councilor Topaz

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MAYOR SCHOLL REPORTS

He has been staying close to home lately. The pandemic has really ramped up. Thank God there
is a vaccine coming. They are all in the same boat. Wear a mask, wash your hands, keep your
distance, and stay physically active. Assume you are infected, even if you are not.

COUNCIL MEMBER REPORTS

Council President Morten reported...

- He looks forward to the Parks & Trails Commission report regarding the Urban Trail at the next meeting. He is excited to hear their findings again. Carmin Dunn, Jerry Belcher, Elisa Mann, and Howard Blumenthal have been working in that subcommittee.
- Parks & Trails Commissioner Lynne Pettitt leads the Dalton Lake Preserve. The Public Works crew installed the bench, bike rack, and kiosk on the north end today.
- Looking forward to bidding our two councilors farewell. They will be celebrated at the next meeting.
- He looks forward to embracing the new year.

Councilor Locke reported...

• Stay safe. The next few months are probably going to be the worst. If you wear a mask and stay safe, you may not get a cold or flu. They need to get through this phase. He is part of Phase 1 when the vaccine comes out. OHSU is running a trial right now. He is thinking about being a guinea pig for that.

Councilor Carlson reported...

- Rosemary brought up something that has been on her list since before she was on Council eight years ago. The City needs to support businesses. Retail does not wait until December 10 to start. Christmas needs to be up by Thanksgiving. They need to roll out the red carpet for Christmas, just like they do for Halloween. People want to find joy. They need to plan for lights need to be up earlier. As a City, they owe it to citizens to put out the welcome mat.
- The Planning Commission has two terms expiring. They will be interviewing candidates to make changes on the Commission. They need to entertain new ideas for the Planning Commission.

Council President Morten asked Councilor Carlson when she thinks Public Works crews should take down Christmas decorations. She thinks decorations should come down within seven days of the event. Christmas decorations need to be up by Thanksgiving to be ready for Small Business Saturday shopping.

• She met the new Spotlight reporter. He is a super sweet guy. His questions reminded her of all the good reasons she ran for City Council. They have a great team and are blessed with such great public servants.

Councilor Topaz reported...

- Staff is doing a great job to be COVID-19 compliant and keep the State happy.
- Last week, he had a conversation with a Council member from Scappoose. They discussed some of their common problems and how to work together. They need to set up a joint meeting.
 - Need to get rid of the railroad switching yard and clean up the railroad.
 - Need a west bypass around Portland. If the railroads and bypassed joined together, they could make a shipping center.
 - Sewer plant.
- He just received a new iPad from the City. He is not computer literate, so had his granddaughter teach him how to use it. They found out that the City is tracking him and turned off a tracking device. His granddaughter found out the City is tracking his photos. Then they found another tracking device that only the City's IT can access. He brought this up to his attorney who told him not to use the iPad. The attorney said they can turn on the iPad to listen to him and watch his

pictures. If the staff can follow him and find out what is going on, maybe the Council should have the same privilege of tracking the staff. The mechanism of the computer is an invasion of privacy.

Mayor Scholl informed Councilor Topaz that he is not required to use the iPad supplied by the City.

Mayor Scholl added that Paul Vogel talked about a grant earlier today. Only half of the approved small businesses have completed the process to receive the money. He wants staff to help communicate that they need to complete it. It has to be dispersed by the end of the year or it is lost.

Mayor Scholl reminded everyone about the Christmas Ships event on Saturday, December 12. The Waterfront Property will be open for parking to view the ships. There will be a drive-thru Santa Claus with a candy shoot on the Courthouse steps.

Councilor Carlson added that the Library and the Recreation Center is scheduling multiple family-friendly events to do safely from your home and vehicle.

Walsh pointed out that the Council removed the Comcast Franchise agreement from the agenda. Tim Goodman is in attendance if they needed to talk to him more. Mayor Scholl found their proposal unacceptable. There needs to be more time to discuss it before sending it through the approval process.

Council President Morten asked Public Works Engineering Director Nelson what the issue is on Gable Road and Columbia Blvd. with the culverts. Nelson explained that it is a sanitary sewer extension by a private developer who wants to develop vacant property. That roadway still belongs to Columbia County, who is responsible for permitting that work. It does not impact the work already done on Gable Road. Eventually, Columbia County will be replacing a storm culvert that passes under Columbia Blvd. but that will not impact the sewer work. They did coordinate to avoid conflict. It does not conflict with the sidewalk project either.

OTHER BUSINESS

No other business.

AD:	10	U	RI	V —	7:5	50	p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:	
Kathy Payne, City Recorder	Rick Scholl, Mayor

City of St. Helens

Job Title: CITY ENGINEER

Department: Public Works

FLSA Status: Exempt No

Date Created: December 16, 2020

GENERAL PURPOSE

Plans, directs, and administers all activities related to the Engineering Division. Provides professional civil engineering work including design layout and plan review. Responsibilities include planning, organizing, and administering municipal infrastructure in the functional areas of capital project design, construction, and traffic engineering, while providing technical assistance and administration to engineering staff, outside consultants, developers, agencies, commissions, and City Council.

SUPERVISION RECEIVED

Works under the direction and guidance of the Public Works Director.

SUPERVISION EXERCISED

Exercises direct supervision over all permanent and temporary technical staff assigned to the Engineering Division.

ESSENTIAL DUTIES AND RESPONSIBILITIES include, but are not limited to, the following:

- Provides leadership through planning, organizing, directing and supervising all activities of the Engineering Division to achieve goals within available resources related to engineering studies and standardizes procedures to improve efficiency and effectiveness of the engineering department.
- Develops workplans and organizes workloads and staff assignments; trains, motivates, and evaluates assigned staff; by completing annual performance reviews.
- Reviews private project development plans for compliance with codes, regulations, and standards, adequacy of applications for permits and compliance with approved plans.
- Oversees and participates in conducting routine and periodic inspections of new construction to ensure compliance with approved plans and specifications. Inspects materials, equipment, and methods used for quality and compliance with specifications.
- Reviews construction plans for accuracy and completeness. Coordinates with other City
 departments and/or outside agencies to ensure the construction projects meet the requirements of
 all involved groups.

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- Enforces ordinance regulations by investigating complaints of alleged violations in the right-ofway that pertain to construction. Works with citizens and businesses to achieve compliance.
- Performs simple to complex civil engineering design work, calculates construction quantities, and prepares engineering and construction estimates. Coordinates the preparation of, or develops engineering plans and specifications, coordinates required advertising for bids, reviews construction bids and makes necessary recommendations based on lowest and best bids, competency of vendors and consultants, and the selection criteria.
- Performs, oversees, or assists in project management for the construction of municipal projects.
 Oversees or assists on assigned projects to ensure contractor compliance with time and budget parameters for the project.
- Performs, oversees, and assists in the preparation of sanitary sewer, water, storm drainage, and street system maps, databases, and comprehensive plans. Reviews and issues the review of, utility, street use, and franchise utility permits.
- Responsible for preparing, reviewing and the maintenance of the City utility master plans. Reviews plans related to structures such as streets, sidewalks, gutters and other offsite construction; check plans for conformance with regulations regarding line, grade, size, elevation and location of structures; check calculations.
- Assists contractors and the general public with information regarding construction and code related matters, management of conflicts, scheduling of specific construction jobs.
- Coordinates the development and prioritization of the annual Capital Improvement Program.
 Prepares or oversees the preparation of budgets for capital improvement projects. Makes
 recommendations for capital improvements to the Public Works Director, Budget Committee,
 and/or City Council.
- Maintains regular contact with consulting engineers, construction project engineers, any City, County, State, and Federal agencies, professional and technical groups, and the general public regarding department activities and services.
- Provides professional engineering advice to supervisors and other officials. Makes presentations to the City Council, boards, commissions, civic groups, and the general public.
- Prepares or assists in the evaluation of the impacts of development proposals, permits, rezones, plats, etc. on traffic and transportation facilities, water, sanitary sewer and storm drainage systems. Prepares traffic, utility, and other studies and reports.
- Prepares the Engineering Division budget. Reviews and recommends approval of expenditures of the Engineering Division. Prepares or assists in the preparation of grant and/or funding applications for projects.

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REQUIRED MINIMUM QUALIFICATIONS Education and Experience:

- (A) Graduation from a four-year college or university with a Bachelor's degree in Civil Engineering; and
- (B) Minimum of 8 years civil engineering experience (local government setting preferred)

REQUIRED KNOWLEDGE, SKILLS & ABILITIES:

- (A) Thorough knowledge of civil engineering principles, practices and methods as applicable to a municipal setting; Considerable knowledge of applicable City policies, laws, and regulations affecting Department activities.
- (B) Considerable skill in arriving at cost estimates on complex projects; Skill in operating the listed tools and equipment; Management skills necessary to effectively manage the work of assigned staff and outside contractors; Interpersonal and communication skills necessary to tactfully enforce contractor's compliance with plans and specifications, while maintaining satisfactory relationships with contractors and their employees, as well as to interact tactfully and effectively with the general public.
- (C) Ability to communicate effectively, orally and in writing, with employees, consultants, other governmental agency representatives, City officials and the general public; Ability to conduct necessary engineering research and compile comprehensive reports.

SPECIAL REQUIREMENTS

- (A) Must possess a valid State driver's license or ability to obtain prior to employment.
- (B) Must possess a current Professional Civil Engineer license (PE), from the State of Oregon.
- (C) Must be physically capable of moving about on construction work sites, climbing ladders, and safely negotiating sites under adverse field conditions.

TOOLS AND EQUIPMENT USED

Personal computer, including word processing, spreadsheet, and data base and computer-aided-design software; standard drafting tools; surveying equipment including level, theodolite and electronic distance measuring devices; motor vehicle; ladders; phone; mobile radio.

PHYSICAL DEMANDS

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

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments, construction sites, or public works facilities. Hand-eye coordination is necessary to operate drafting instruments, computers, and various pieces of office equipment.

While performing the duties of this job, the employee is occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The

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employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and smell.

The employee must occasionally lift and/or move up to 25 pounds.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

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

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is moderate to loud in the field and quiet in the office.

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EMPLOYEE ACKNOWLEDGEMENT

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

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

ACKNOWLEDGEMENT

I acknowledge that I have received a copy of the **City Engineer** job description. I understand that it is my responsibility to adhere to the guidelines of the expectations and job duties and responsibilities outlined within this job description.

Employee Signature:	Date:
Print Name:	
Manager Signature:	Date:

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St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
DAWN RICHARDSON - AP	INV0001062	11/30/2020	MILEAGE REIMB. BANK RUN	100-707-52001	29.90
CINTAS	4066724812	12/01/2020	MATERIALS	100-705-52023	100.56
PAULSON PRINTING CO.	D4541	12/01/2020	BUS CARDS SMITH	100-705-52012	64.80
AMERICAN PLANNING	550	12/02/2020	2020 LEGAL ISSUES	100-710-52018	60.00
SOUTH COLUMBIA COUNTY	67	12/02/2020	MEMBERSHIP PLATINUM	100-703-52041	1,000.00
NET ASSETS	95-202011	12/02/2020	ESCROW TITLE SERVICES	100-707-52019	352.00
DOMINION DUE DILIGENCE	INV0001064	12/02/2020	REFUND PUBLIC RECORDS	100-000-37004	20.00
SOLUTIONS YES	INV256960	12/02/2020	CONTRACT C11782-01 CITY	100-707-52005	31.04
RICOH USA INC	104361362	12/03/2020	POLICE EQUIPMENT LEASE	100-705-52023	89.64
SUNSHINE PIZZA	12679	12/03/2020	APPETIZERS MEAT LASAGNA	100-705-52001	942.40
ORKIN	204627736	12/03/2020	265 STRAND PEST SERVICE CITY	100-715-52019	85.00
ORKIN	205897551	12/03/2020	265 STRAND PEST SERVICE CITY	100-715-52019	85.00
CINTAS	4060908695	12/03/2020	FIRST AID CABINET REFILL	100-705-52001	54.30
CINTAS	4061517297	12/03/2020	MATERIALS	100-705-52001	100.56
CINTAS	4067437013	12/03/2020	SOAP SAFEWASHER FILIER	100-705-52023	74.86
CINTAS	5041738050	12/03/2020	FIRST AID CABINET REFILL	100-705-52001	159.64
TIAA COMMERCIAL FINANCE	7716365	12/03/2020	CONTRACT PAYMENT	100-715-52021	197.51
SHRED-IT C/O STERICYCLE INC	8180957748	12/03/2020	CITY HALL SHRED SERVICE	100-715-52019	87.96
VERIZON	9867411012	12/03/2020	POLICE ACCOUNT 287126771-	100-705-52010	427.37
VERIZON	9867471141	12/03/2020	CRYSTAL KING	100-701-52010	46.20
VERIZON	9867471141	12/03/2020	PAUL GERDES	100-708-52010	17.52
VERIZON	9867471141	12/03/2020	TORY SHELBY	100-708-52010	17.52
VERIZON	9867471141	12/03/2020	CAMERON PAGE	100-708-52010	17.52
VERIZON	9867471141	12/03/2020	THAD HOUCK	100-708-52010	36.70
VERIZON	9867471141	12/03/2020	MATT BROWN	100-709-52010	-33.67
VERIZON	9867471141	12/03/2020	RECREATION CENTER	100-709-52010	50.49
VERIZON	9867471141	12/03/2020	DARIN COX - BUILDING DEPT	100-711-52010	40.01
VERIZON	9867471141	12/03/2020	MIKE DEROIA	100-711-52010	50.49
MIDWEST TAPE	99661516	12/03/2020	DVD / ABD 2000010011	100-706-52035	34.99
MIDWEST TAPE	99661518	12/03/2020	DVD / ABD 2000010011	100-706-52034	206.43
L.N CURTIS AND SONS	INV439859	12/03/2020	POLICE UNIFORMS	100-705-52002	307.95
L.N CURTIS AND SONS	INV439860	12/03/2020	POLICE UNIFORMS	100-705-52002	87.99
L.N CURTIS AND SONS	INV441578	12/03/2020	POLICE UNIFORMS	100-705-52002	56.09
OREGON DEPARTMENT OF	L1769302720	12/03/2020	HAZARDOUS SUBSTANCE FEE	100-705-52001	143.00
CBM SYSTEMS LLC	219949	12/04/2020	JANITORIAL SERVICES	100-705-52023	957.70
CBM SYSTEMS LLC	219949	12/04/2020	JANITORIAL SERVICES	100-706-52023	2,499.07
CBM SYSTEMS LLC	219949	12/04/2020	JANITORIAL SERVICES	100-708-52023	120.05
CBM SYSTEMS LLC	219949	12/04/2020	JANITORIAL SERVICES	100-709-52023	143.44
CBM SYSTEMS LLC	219949	12/04/2020	JANITORIAL SERVICES	100-715-52023	1,192.30
			1	Fund 100 - GENERAL FUND Total:	9,954.33
Fund: 202 - COMMUNITY DEVELOPMENT					
E2C	4416	12/02/2020	MONTHLY MARKETING TINA	202-725-52019	10,000.00
E2C	4417	12/04/2020	ADVERTISING	202-725-52011	1,423.38
E2C	4417	12/04/2020	STAFF	202-725-52019	38,535.72
E2C	4417	12/04/2020	PROPS	202-725-52028	9,308.06
E2C	4417	12/04/2020	ENTERTAINMENT ST. HELENS	202-725-52028	9,002.13
E2C	4417	12/04/2020	EQUIPMENT ST. HELENS	202-725-52028	3,522.33
CITY OF ST. HELENS	INV0001068	12/04/2020	01-00178-001 MASONIC	202-725-52003	64.82
		• •		MMUNITY DEVELOPMENT Total:	71,856.44
Fund: 205 - STREETS					÷
DAVID EVANS AND ASSOCIATES	S 477226	11/30/2020	N VERNONIA RD SIDEWALKS	205-000-53019	478.27
PAVID EVAINS AIND ASSOCIATES	3 7//220	11/30/2020	IA A FILIACIAIM IND SIDEAAWERS	203 000-33013	7/0.2/

Packet: APPKT00 Item #13. 0

Expense Approval Register				racket. Arrivio	
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DAVID EVANS AND ASSOCIATES	5 477227	11/30/2020	COLUMBIA BLVD. SIDEWALK R-	205-000-53002	172.85
				Fund 205 - STREETS Total:	651.12
Fund: 301 - STREETS SDC					
DAVID EVANS AND ASSOCIATES	5 477227	11/30/2020	COLUMBIA BLVD. SIDEWALK R-	301-000-53001	172.86
				Fund 301 - STREETS SDC Total:	172.86
Fund: 601 - WATER					
HARRINGTON INDUSTRAIL	009K3523	12/03/2020	PVC PLAST FLANGE BUSHING	601-732-52001	665.69
VERIZON	9867471141	12/03/2020	SUE NELSON	601-731-52010	40.01
VERIZON	9867471141	12/03/2020	SUE NELSON	601-731-52010	17.54
VERIZON	9867471141	12/03/2020	WFP 2	601-732-52010	40.01
VERIZON	9867471141	12/03/2020	WFP 1	601-732-52010	40.01
VERIZON	9867471141	12/03/2020	GUY DAVIS	601-732-52010	77.55
VERIZON	9867471141	12/03/2020	HOWIE BURTON	601-732-52010	36.20
				Fund 601 - WATER Total:	917.01
Fund: 603 - SEWER					
OREGON DEPARTMENT OF	L0773221056	11/30/2020	HAZARDOUS SUB FEE 451	603-736-52083	544.00
SANDERS MARINE SERVICES	9924	12/02/2020	MATERIALS	603-737-52001	268.34
EUROFINS TESTAMEERICA ASL	7800001161	12/03/2020	TESTING ALGAE CERIDAPHINIA	603-737-52064	4,057.50
VERIZON	9867471141	12/03/2020	STEWART HARTLEY	603-736-52010	12.06
VERIZON	9867471141	12/03/2020	SAM ORTIZ	603-736-52010	16.83
VERIZON	9867471141	12/03/2020	AARON KUNDERS	603-736-52010	12.06
VERIZON	9867471141	12/03/2020	SAM ORTIZ	603-737-52010	16.84
VERIZON	9867471141	12/03/2020	STEWART HARTLEY	603-737-52010	12.07
VERIZON	9867471141	12/03/2020	AARON KUNDERS	603-737-52010	12.06
VERIZON	9867471141	12/03/2020	SAM ORTIZ	603-738-52010	16.82
VERIZON	9867471141	12/03/2020	AARON KUNDERS	603-738-52010	12.08
VERIZON	9867471141	12/03/2020	STEWART HARTLEY	603-738-52010	12.07
CBM SYSTEMS LLC	219949	12/04/2020	JANITORIAL SERVICES	603-736-52023	218.99
COLUMBIA RIVER PUD	INV0001067	12/04/2020	38633 594 S 9 ST POWER	603-737-52003	7,053.10
				Fund 603 - SEWER Total:	12,264.82
Fund: 701 - EQUIPMENT					
LAWSON PRODUCTS	9308031515	12/03/2020	MATERIALS	701-000-52001	175.40
VERIZON	9867471141	12/03/2020	BRETT LONG	701-000-52010	50.49
				Fund 701 - EQUIPMENT Total:	225.89
Fund: 702 - INFORMATION SYS	TEMS				
CENTURY LINK BUSINESS	170742438	12/01/2020	ACCT 88035002	702-000-52010	258.58
COMCAST	INV0001065	12/03/2020	COMCAST CABLE	702-000-52003	1,778.13
CENTURY LINK	INV0001069	12/04/2020	369B	702-000-52010	40.71
CENTURY LINK	INV0001069	12/04/2020	025B	702-000-52010	40.71
			Fund 702	- INFORMATION SYSTEMS Total:	2,118.13
Fund: 703 - PW OPERATIONS					
U.S BANK EQUIPMENT	429223795	12/02/2020	CONTRACT PAYMENT 500-	703-733-52005	162.96
VERIZON	9867471141	12/03/2020	CURT LEMONT	703-733-52010	17.52
VERIZON	9867471141	12/03/2020	TIM UNDERWOOD	703-733-52010	50.49
VERIZON	9867471141	12/03/2020	SHARON DARROUX	703-733-52010	57.52
VERIZON	9867471141	12/03/2020	SUE NELSON	703-733-52010	40.01
VERIZON	9867471141	12/03/2020	SCOTT WILLIAMS	703-734-52010	50.49
VERIZON	9867471141	12/03/2020	DAVE ELDER	703-734-52010	50.49
VERIZON	9867471141	12/03/2020	ETHAN STERLING	703-734-52010	50.49
VERIZON	9867471141	12/03/2020	WATER TRUCK	703-734-52010	50.49
VERIZON	9867471141	12/03/2020	SUE NELSON - SCOTT	703-734-52010	50.47
VERIZON	9867471141	12/03/2020	MOUHAMAD ZAHER	703-734-52010	703.95
			Fu	ind 703 - PW OPERATIONS Total:	1,284.88
Fund: 704 - FACILITY MAJOR M	IAINTNANCE				
PATINKIN RESEARCH	11302020	12/02/2020	SURVEY ON N=40 LIKELY	704-000-53024	26,430.00
		12/02/2020	SURVEY ON N=40 LIKELY	704-000-53024	26,4

Expense Approval Register

Packet: APPKT00 Item #13.

Vendor NamePayable NumberPost DateDescription (Item)Account NumberAmountARCIFORM LLCINV000106612/04/2020DEPOSIT BENNET BUILDING704-000-5302815,000.00

Fund 704 - FACILITY MAJOR MAINTNANCE Total:

Grand Total: 140,875.48

41,430.00

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Fund Summary

Fund		Expense Amount
100 - GENERAL FUND		9,954.33
202 - COMMUNITY DEVELOPMENT		71,856.44
205 - STREETS		651.12
301 - STREETS SDC		172.86
601 - WATER		917.01
603 - SEWER		12,264.82
701 - EQUIPMENT		225.89
702 - INFORMATION SYSTEMS		2,118.13
703 - PW OPERATIONS		1,284.88
704 - FACILITY MAJOR MAINTNANCE		41,430.00
	Grand Total:	140,875.48

Account Summary

	Count Summary	
Account Number	Account Name	Expense Amount
100-000-37004	Miscellaneous - General	20.00
100-701-52010	Telephone	46.20
100-703-52041	Community Support Funds	1,000.00
100-705-52001	Operating Supplies	1,399.90
100-705-52002	Personnel Uniforms	452.03
100-705-52010	Telephone	427.37
100-705-52012	Materials	64.80
100-705-52023	Facility Maintenance	1,222.76
100-706-52023	Facility Maintenance	2,499.07
100-706-52034	Visual Materials	206.43
100-706-52035	Audio Materials	34.99
100-707-52001	Operating Supplies	29.90
100-707-52005	Small Equipment	31.04
100-707-52019	Professional Services	352.00
100-708-52010	Telephone	89.26
100-708-52023	Facility Maintenance	120.05
100-709-52010	Telephone	16.82
100-709-52023	Facility Maintenance	143.44
100-710-52018	Professional Development	60.00
100-711-52010	Telephone	90.50
100-715-52019	Professional Services	257.96
100-715-52021	Equipment Maintenance	197.51
100-715-52023	Facility Maintenance	1,192.30
202-725-52003	Utilities	64.82
202-725-52011	Public Information	1,423.38
202-725-52019	Professional Services	48,535.72
202-725-52028	Projects & Programs	21,832.52
205-000-53002	Safe Routes to School	172.85
205-000-53019	North Vernonia	478.27
301-000-53001	Capital Outlay	172.86
601-731-52010	Telephone	57.55
601-732-52001	Operating Supplies	665.69
601-732-52010	Telephone	193.77
603-736-52010	Telephone	40.95
603-736-52023	Facility Maintenance	218.99
603-736-52083	Chemicals	544.00
603-737-52001	Operating Supplies	268.34
603-737-52003	Utilities	7,053.10
603-737-52010	Telephone	40.97
603-737-52064	Lab Testing	4,057.50
603-738-52010	Telephone	40.97
701-000-52001	Operating Supplies	175.40
701-000-52010	Telephone	50.49
702-000-52003	Utilities	1,778.13
702-000-52010	Telephone	340.00

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Expense Approval Register Packet: APPI

Packet: APPKT00 ltem #13.

Account Summary

Account Number	Account Name	Expense Amount
703-733-52005	Small Equipment	162.96
703-733-52010	Telephone	165.54
703-734-52010	Telephone	956.38
704-000-53024	Capital Outlay - PD Station	26,430.00
704-000-53028	Capital Outlay - Bennet	15,000.00
	Grand Total:	140,875.48

Project Account Summary

 Project Account Key
 Expense Amount

 None
 140,875.48

 Grand Total:
 140,875.48