



COUNCIL REGULAR SESSION

Wednesday, January 24, 2024 at 7:00 PM

COUNCIL MEMBERS:

Mayor Rick Scholl
Council President Jessica Chilton
Councilor Mark Gundersen
Councilor Russell Hubbard
Councilor Brandon Sundeen

LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)

Website | www.sthelensoregon.gov

Email | kpayne@sthelensoregon.gov

Phone | 503-397-6272

Fax | 503-397-4016

UPDATED AGENDA

CALL REGULAR SESSION TO ORDER

PLEDGE OF ALLEGIANCE

ST. HELENS POLICE ASSOCIATION PRESENTATION TO COUNCIL

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

ORDINANCES – *Final Reading*

- 1. Ordinance No. 3298:** An Ordinance to Amend the City of St. Helens Comprehensive Plan Map for Certain Property from Light Industrial, LI Designation to the General Residential, GR Designation and the Zoning District Map from Light Industrial, LI Zone to the General Residential, R5 Zone (475 N. 12th Street)

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

- 2.** Personal Services Agreement with ECONorthwest for Development of an Economic Opportunities Analysis (EOA)
- 3.** Extension of Agreement with Tiberius Solutions, LLC for the St. Helens Urban Renewal Financial Update
- 4.** Display Agreement and Purchase Order with Western Display Fireworks for 4th of July Fireworks Display
- 5.** Extension of Letter of Interest with American Hyperion Solar LLC for Purchase of Real Property

CONSENT AGENDA FOR ACCEPTANCE

- 6.** Planning Commission Minutes dated December 12, 2023

CONSENT AGENDA FOR APPROVAL

- 7.** Department Goals for Fiscal Year 2024-2025
- 8.** Council Minutes dated December 6, 2023
- 9.** OLCC Licenses
- 10.** Animal Facility Licenses
- 11.** Accounts Payable Bill Lists

WORK SESSION ACTION ITEMS

COUNCIL MEMBER REPORTS

MAYOR SCHOLL REPORTS

OTHER BUSINESS

ADJOURN

VIRTUAL MEETING DETAILS

Join: <https://us02web.zoom.us/j/83778593546?pwd=MVVmV2grb1BOZmI1cjA3dnRHUWRIQT09>

Passcode: 332351

Dial: 669-900-9128

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

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

City of St. Helens
ORDINANCE NO. 3298

AN ORDINANCE TO AMEND THE CITY OF ST. HELENS COMPREHENSIVE PLAN MAP FOR CERTAIN PROPERTY FROM THE LIGHT INDUSTRIAL, LI DESIGNATION TO THE GENERAL RESIDENTIAL, GR DESIGNATION AND THE ZONING DISTRICT MAP FROM THE LIGHT INDUSTRIAL, LI ZONE TO THE GENERAL RESIDENTIAL, R5 ZONE

WHEREAS, applicants have requested to amend the City of St. Helens Comprehensive Plan Map and Zoning District Map for property identified as Lots 4, 5, 22, and 23, Block 5, Railroad Addition to St. Helens, City of St. Helens, Columbia County, Oregon from Light Industrial, LI to General Residential, GR, and Light Industrial, LI to General Residential, R5, respectively; and

WHEREAS, the St. Helens Planning Commission did hold a duly noticed public hearing and did conclude to recommend such a change to the City Council; and

WHEREAS, the City Council did hold a duly noticed public hearing and did find that after due consideration of all the evidence in the record compared to the criteria, that they agreed with the application; and

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

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

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

Section 2. The City of St. Helens Comprehensive Plan Map is amended to change the plan designation boundaries of the Light Industrial, LI designation to the General Residential, GR designation for the property described herein.

Section 3. The City of St. Helens Zoning District Map is amended to change the zoning district boundaries of the Light Industrial, LI zone to the General Residential, R5 zone for the property described herein.

Section 4. In support of the aforementioned Comprehensive Plan Map and Zone District Map Amendment, the Council hereby adopts the Findings of Fact and Conclusions of Law, attached hereto as **Attachment "A"**.

Section 5. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: January 3, 2024
Read the second time: January 17, 2024

APPROVED AND ADOPTED this 17th day of January 2024 by the following vote:

Ayes:

Item #1.

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT AND CONCLUSIONS OF LAW
Comprehensive Plan Map and Zoning Map Amendment CPZA.2.23**

APPLICANT: Andrew H Stamp, Esq. of Vial Fotheringham, LLP

OWNER: 1771 Columbia Boulevard, LLC

ZONING: Light Industrial, LI

LOCATION: 475 N. 12th Street; Lots 4, 5, 22, and 23, Block 5, Railroad Addition to St. Helens

PROPOSAL: Comprehensive Plan Map Amendment from Light Industrial, LI to General Residential, GR and Zoning Map Amendment from Light Industrial, LI to General Residential, R5

SITE INFORMATION / BACKGROUND

The site is composed of four lots of the Railroad Addition to St. Helens (Lots 4, 5, 22, and 23, Block 5). The site was developed with a detached single family dwelling since the early 20th century (per County Assessor records) until the use was discontinued and the dwelling razed. The demo permit to raze the building (749-22-000630-DEMO) was issued by the Building Department on December 29, 2022.

The site was zoned two-family residential with heavy industrial abutting the north side per the 1952 zoning map but has been zoned light industrial since the 1980s.

The owner applied for a Site Development Review (file SDR.1.23) in 2023 but has not pursued that proposal to develop the site for industrial related use. Instead, they have initiated this proposal to amend the Comprehensive Plan and Zoning Maps.

PUBLIC HEARING & NOTICE

Public hearing before the Planning Commission for *recommendation to the City Council*: November 14, 2023. Public hearing before the City Council: December 20, 2023. The Planning Commission unanimously recommended approval to the City Council.

Notice of this proposal was sent to the Oregon Department of Land Conservation and Development on October 4, 2023 through their PAPA Online Submittal website.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject property(ies) on October 25, 2023 via first class mail. Notice was sent to agencies by mail or e-mail on the same date.

Notice was published on November 1, 2023 in The Chronicle newspaper.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

SHMC 17.20.120(1) – Standards for Legislative Decision

The recommendation by the commission and the decision by the council shall be based on consideration of the following factors:

- (a) The statewide planning goals and guidelines adopted under ORS Chapter 197;
- (b) Any federal or state statutes or guidelines found applicable;
- (c) The applicable comprehensive plan policies, procedures, appendices and maps; and
- (d) The applicable provisions of the implementing ordinances.
- (e) A proposed change to the St. Helens zoning district map that constitutes a spot zoning is prohibited. A proposed change to the St. Helens comprehensive plan map that facilitates a spot zoning is prohibited.

Findings:

- (a) This criterion requires analysis of the applicable statewide planning goals.

See applicant's narrative. Goals 9 and 10 are discussed specifically in this report.

Regarding *Statewide Planning Goal 9: Economic Development*, this goal is satisfied when it can be shown that the proposal will not negatively affect industrial or other employment land, as such lands are catalysts to economic development.

According to the 2008 Economic Opportunities Analysis (Ord. 3101), St. Helens should have no shortage of industrial land over the next 20 years. Projections of future employment and industry demand indicate that St. Helens has a surplus of industrial zoned lands and parcels of at least 78 acres.

Since 2008, the city has rezoned 25 acres of Heavy Industrial to the Riverfront District zoning district (Ord. No. 3215), approximately 1 acre from Light Industrial to Apartment Residential zoning (Ord. No. 3220), and approximately 9.84 acres from Light Industrial to General Commercial (Ord. No. 3297). This totals approximately 35.84 acres; this means there is still a 42.16-acre industrial land surplus.

This proposal would only reduce the city's industrial land inventory an additional 20,000 square feet (approximately 0.46 acres).

One shortcoming of the EOA is that it doesn't prioritize industrial lands as to utility availability, which is a major factor in a 20-year planning horizon. Much industrial land lacks water and or sanitary sewer, which is available for the subject property.

However, that it lies on the other side of the long-time in place wall/fence that surrounded the former lumber mill to the north (and is still intact), is noteworthy. Despite its industrial zoning, the subject property is the only known developed property of significance outside of the wall/fence area in the contiguous industrial zoning area associated with (or in the immediate vicinity of) the former mill site.

Regarding *Statewide Planning Goal 10: Housing*:

Statewide Planning Goal 10: Housing.

Goal 10 requires buildable lands for residential use shall be inventoried and plans shall encourage the availability of adequate numbers of needed housing units at price ranges and rent levels which are commensurate with the financial capabilities of Oregon households and allow for flexibility of housing location, type and density

This Goal has a couple components: 1) inventorying of land for housing need, and 2) demographic broad spectrum housing availability in both quantity and variety of type.

Inventorying

St. Helens completed and adopted a Housing Needs Analysis (HNA) and Buildable Lands Inventory (BLI) in 2019 (Ordinance No. 3244). The results of the housing needs analysis indicates that the current St. Helens Urban Growth Boundary is sufficient to accommodate future housing needs, with a small deficiency (8 acres needed) of high-density land for multi-family development. Commercial/Mixed Use land can make up for the high-density land deficiency. Even though there are no guarantees Commercial/Mixed Use lands will be used for residential purposes, the following residential developments on commercial/mixed use lands since the inventorying effort of the HNA are noteworthy:

- St. Helens Place Apartments at 700 Matzen Street. Originally approved by Conditional Use Permit CUP.2.18 in 2018, this 204-unit multidwelling project was completed late 2020.

Zone: General Commercial. Total acres used: 7.72 out of 7.72 ac.

- Broadleaf Arbor being developed by the Northwest Oregon Housing Authority (NOHA) and Community Development Partners at 2250 Gable Road. Originally approved by Conditional Use Permit CUP.3.19, this 239-unit multidwelling project is nearing completion with full completion anticipated in 2024. The site has wetlands that will be preserved so only a portion of the property will be developed.

Zone: General Commercial, GC. Total acres used: approx. 13.7 ac. out of 16.7 ac.

This proposal takes 4 vacant city lots that, as currently zoned, do not contribute to the housing need, supply, or diversity. If changed to R5 as proposed, they would be eligible for single-dwellings, duplexes, attached dwellings (if partitioned) or multifamily (3+ units) if used together. So, though housing need is technically met, this adds to the available lands for housing, which can take many forms contributing to variety. Thus, Goal 10 is advanced by this proposal.

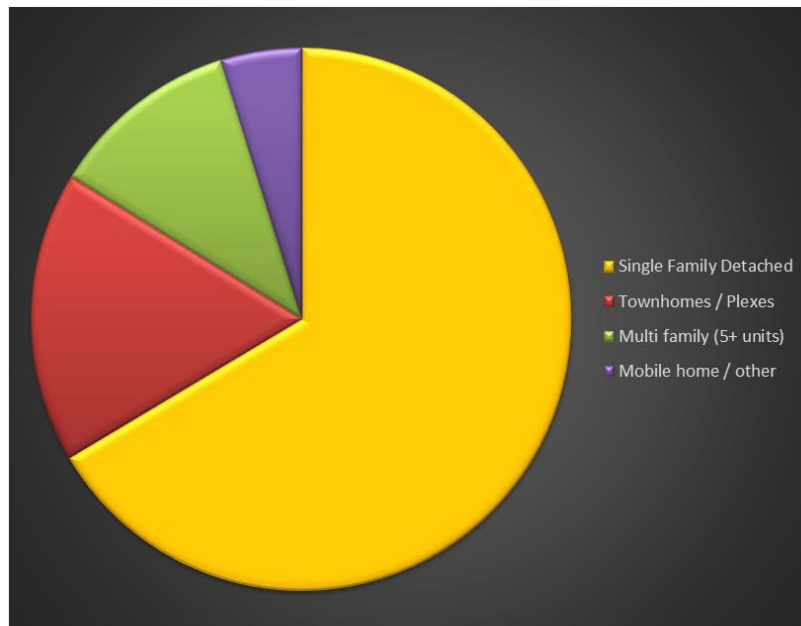
Land Need (net acres)	
Low Density*	240
Medium Density**	40
High Density	24
Manufactured Home Parks	5
Total	309
Buildable Land Inventory (net acres)	
Low Density	532
Medium Density	93
High Density	16
Manufactured Home Parks	45
Commercial/Mixed Use***	19
Total	705
UGB Land Surplus/Deficit (net acres)	
Low Density*	293
Medium Density**	53
High Density	(8)
Manufactured Home Parks	40
Commercial/Mixed Use	19
Total	397
Adequacy of UGB to meet housing need	adequate

* Includes detached units and mobile homes. ** Includes townhomes, plexes and group quarters.

Upper Left: Table showing the city's HNA findings. St. Helens has adequate land across most categories. The high-density deficit of 8 acres can be addressed in the commercial/mixed use land surplus and there are development projects since the HNA adoption that have done so, exceeding 8 acres.

This amendment adds to the medium density category. Though this category is determined to be sufficient, this proposal will still contribute to housing diversity because the R5 zone allows several types of housing addressed in the St. Helens Development Code.

Lower Left: The proposed R5 zone potentially allows all types identified, which promotes housing type diversity.



Source: U.S. Census, American Community Survey, 2013-2017.

These Goal 10 findings are supported by The Fair Housing Council of Oregon per correspondence from them dated December 11, 2023, which is part of the record.

- (b) This criterion requires analysis of any applicable federal or state statutes or guidelines applicable to this zone change. None identified.
- (c) This criterion requires analysis of applicable comprehensive plan policies, procedures, appendices, and maps.

See applicant's narrative.

SHMC 19.08.020(2)(j) talks about adequate amounts of land for economic growth. This aligns with the Economic Opportunity Analysis referenced above.

- (d) This criterion requires an analysis of the implementing ordinances. The lot is vacant, but also small and abutting residential zoning.

The applicant's narrative discusses some of the spatial inefficiencies that this circumstance, combined with code standard, results in.

- (e) This criterion requires that the proposed change is not a spot zone. The definition of "spot zoning" per Chapter 17.16 SHMC:

Rezoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding uses and not for the purpose or effect of furthering the comprehensive plan.

The subject property is surrounded on three sides by residential zoning. Two sides (south and east) have the same zoning as proposed. The west side is zoned Apartment Residential and the north side Light Industrial.

Three side (west, east and south) have the same Comprehensive Plan Map designation as proposed.

That combined with the long existing fence described above alleviates any "spot zoning" issue.

CONCLUSION & DECISION

Based upon the facts and findings herein, the City Council approves this Comprehensive Plan Map and Zoning Map Amendment.

Rick Scholl, Mayor

Date

PERSONAL SERVICES AGREEMENT

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

RECITALS

A. The City is in need of personal services for drafting and assisting with the adoption of a new Economic Opportunities Analysis (EOA) and Contractor represents that it is qualified and prepared to provide such services.

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

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to drafting and adopting a new Economic Opportunities Analysis and Contractor accepts such engagement. The principal contact for Contractor shall Beth Goodman, phone 541-505-7203.

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

3. Term. Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on June 30, 2025. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

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

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy, reproduction of documents or reports with prior written approval, and

long-distance telephone expenses. Contractor's cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

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

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

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

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

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

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

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

CONTRACTOR: ECONorthwest
Attn: Cindy O'Connell
222 SW Columbia St. #1600
Portland, OR 97201

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

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

9. Insurance.

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

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

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

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

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

10. Termination.

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

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

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

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

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

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

10.2 Breach of Agreement

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

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

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

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

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

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

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

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

14. Indemnification.

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

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

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

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

16. Compliance with Law.

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

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

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

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

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

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

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

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

16.8.1 Either:

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

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

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

16.8.3 Contractor shall pay employees for overtime work performed under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

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

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

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

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

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

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

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

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

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

16.18 Contractor shall ensure that any lawn and landscape maintenance, if applicable, shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

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

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

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

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

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

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

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

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

21. Mediation/Dispute Resolution

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

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

23. Records, Inspection and Audit by the City.

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

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

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

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

24. Force Majeure. Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood,

epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

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

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

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

CITY:**CITY OF ST. HELENS**

Council Meeting Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:

Signature: _____

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By:  _____

City Attorney

ATTACHMENT A
Scope of Work

Date: January 2, 2024
To: Jennifer Dimsho
From: Beth Goodman and Nicole Underwood
Subject: St. Helens Economic Opportunities Analysis: Scope of work

The City of St. Helens is contracting with ECONorthwest to develop an economic opportunities analysis (EOA). This memorandum provides the scope of work for developing the EOA.

Task 1: Project Kick-Off

The project kick-off will provide an opportunity to discuss the project, clarify the project objectives, and begin discussion of the options for the technical analysis with city staff (Grantee). The subjects that will be discussed at the project kick-off include: clarification of study objectives, city policies and background information to inform the project, and necessary clarifications of the project scope and schedule. Consultant will prepare a preliminary outline of the final products in advance of this meeting.

Following the meeting, Consultant will prepare a memorandum summarizing the decisions made in the meeting and any necessary refinements to the scope of work.

Task 1 Products: Outline of the final products and a memorandum summarizing decisions made at the meeting

Task 1 timeline: January 15, 2024 to March 31, 2024

Task 1 budget: \$0

Task 2: Inclusive Public Involvement Plan

Consultant, with guidance from Grantee, will develop an inclusive outreach and engagement plan that supports participation of priority populations in the Technical Advisory Committee (TAC) and executing on that plan. The public involvement plan will also identify the city's diversity, equity, and inclusion goals for the project, including an approach for identifying the priority populations that the city hopes to reach during the process.

The Public Involvement Plan will identify priority populations within the city for outreach. St. Helens' largest communities of color are Latino (7% of the city's population) and people of two or more races (7% of the city's population). Outreach should also focus on businesses owned by People of Color, businesses owned or managed by people with limited English proficiency, and other priority populations.

At a minimum the Public Involvement Plan will include a recommendation to establish an Technical Advisory Committee that includes priority populations, owners or managers of small and locally owned businesses, economic development professionals, and other key stakeholders. The TAC will provide input on the EOA analysis and will play a key role in identifications of economic development policies (Task 5).

The Public Involvement Plan will also identify specific opportunities for input from the Planning Commission and City Council, preferably at their quarterly joint meetings. These meetings are expected to provide direction about economic development objectives and policies and later in the project to provide review and input on the draft economic development objectives and policies.

The Public Involvement Plan may include a recommendation to hold one or more public events to get broader feedback on the EOA and economic development objectives and policies, beyond hearings (Task 6).

Task 2 Products: Public Involvement Plan, to include: identification of impacted priority populations in project plan area, outreach and engagement plan for priority populations, an evaluation framework for inclusive participation.

Task 2 timeline: January 15, 2024 to May 31, 2024

Task 2 budget: \$3,000

Task 3: Employment Growth and Site Needs

The purpose of this task is to develop the analysis of employment growth potential and demand sections of the economic opportunities analysis. The analysis will establish a 20-year employment projection and land demand analysis and include the following topics:

- Review of National and State and Local Trends
- Assessment of Community Economic Development Potential
- Forecast of Employment Growth in St. Helens
- Identification of Anticipated Uses and Required Site Types

Consultant will work with Grantee to develop the key assumptions necessary for the EOA and will consider use of safe harbor assumptions described in OAR 660-024 to determine whether they are possible and appropriate. Consultant will pull relevant data from recent work completed by the city.

This analysis will result in estimates of the amount and type of sites needed to accommodate the projections for employment growth based on the analysis described above that meets the relevant requirements of Goal 9, OAR 660-009, OAR 660-024, and city objectives.

Task 3 Products: Employment Projection and Land Demand Analysis describing regional and local economic trends, employment growth, economic development potential, and site needs; written summaries and materials from associated public engagement activities and TAC meetings.

Task 3 timeline: February 1, 2024 to August 30, 2024

Task 3 budget: \$15,000



Task 4: Inventory of Buildable Employment Lands

The purpose of this task is to prepare an accurate inventory of all commercial and industrial land within the St. Helens UGB that is vacant or developed, including underutilized, or redevelopable parcels. Consultant will help define key parcel characteristics that make land suitable or not suitable for the employment growth anticipated over the 20-year planning period. The inventory will include the following information:

- The description, including site characteristics, of vacant or developed sites within each plan or zoning district;

This task will result in a buildable lands inventory (BLI) for lands designated for employment (commercial and industrial) within the St. Helens UGB that meets the requirements of Goal 9, OAR 660-009, OAR 660-024, and city objectives.

Task 4 Products: BLI; associated GIS products, data, and spreadsheets.

Task 4 timeline: April 30, 2024 to July 31, 2024

Task 4 budget: \$12,000

Task 5: Economic Development Policies and Actions

A key outcome of this task is to conduct technical analysis that supports a meaningful assessment of existing economic development policies and proposed updates to these policies, along with potential implementation measures. This is the framework that implements the city's goals and objectives and the logical output of the technical analysis required by OAR 660-009-0015, as described in Tasks 3 and 4.

Consultant will work with Grantee, the TAC, and decision makers to identify needed updates to the economic development policies and suggest refinements for St. Helens that focus on the community's economic assets and describe aspirations for economic development. The economic development policies will replace or amend the existing policies in the Economic Element of the Comprehensive Plan, and potential actions to implement these policies will be part of the conclusions in the EOA report. The recommended policies will clearly state the city's economic development objectives, commit to designating an adequate number of sites of suitable size, type, and location to meet those objectives, and identify needed updates to public facility and infrastructure plans to support development based on development constraints or infrastructure needs that affect the buildable area of sites in the BLI.

Implementation measures may include recommendations such as: redesignating or rezoning land, needed infrastructure improvements, actions to support redevelopment of key sites for commercial or mixed-uses in St. Helens, actions to implement wetland mitigation options, actions to address the trends affecting businesses, actions to remove barriers for priority population business owners, actions to promote amenities for residents through development of commercial corridors, and actions to maximize tax base or other necessary actions. Together, these measures will demonstrate how the city's existing inventory can accommodate its economic policies.



Recommended updates to the local economic development policies and implementation measures must include the required policies and measures identified in OAR 660-009-0020 and 660-009-0025.

Task 5 Products: Summary of development constraints and infrastructure needs; draft comprehensive plan policies and implementation measures; written summaries and materials from associated public engagement activities and TAC meetings.

Task 5 timeline: August 1, 2024 to December 31, 2024

Task 5 budget: \$15,000

Task 6: EOA Report and Adoption

Consultant will use the analysis and information from Tasks 3, 4, and 5, along with stakeholder and decision maker input, to develop the draft economic opportunities analysis (EOA) report. The report will include a chapter about the implications of the EOA on the sufficiency of employment land within the St. Helens UGB, and recommendations for updates to St. Helens' Comprehensive Plan Economic Element policies and other relevant economic development policies. The draft report will reflect input received to date; the hearings-ready version will incorporate input received from Grantee and DLCD.

Consultant will present the results of the EOA and recommendations at hearings of the St. Helens Planning Commission and City Council.

Task 6 Products: Hearings-ready EOA report; meeting materials from 1 hearing with the Planning Commission; meeting materials from 1 hearing with the City Council; written summaries and materials from associated public engagement activities and TAC meetings.

Task 6 timeline: January 1, 2025 to May 31, 2025

Task 6 budget: \$15,000

Budget Summary

Task 1 – Project Kick-Off	\$0
Task 2 – Inclusive Public Involvement Plan	\$3,000
Task 3 – Employment Growth and Site Needs	\$15,000
Task 4 – Inventory Buildable Employment Lands	\$12,000
Task 5 – Economic Development Policies and Actions	\$15,000
Task 6 – EOA Report and Adoption	\$15,000
TOTAL	\$60,000



ATTACHMENT B INSURANCE REQUIREMENTS

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

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

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

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

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

Certificates of Insurance shall be forwarded to:

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (1/1)
Item #2.

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 HUB International Northwest, LLC PO Box 10167 Eugene OR 97440	CONTACT NAME: Angela Sangl PHONE (A/C, No, Ext): 541-687-1117 E-MAIL ADDRESS: angela.sangl@hubinternational.com	FAX (A/C, No): 541-342-8280
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Cincinnati Insurance Company		10677
INSURER B : Scottsdale Indemnity Company		15580
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1485527352

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ECP 0315866	4/1/2023	4/1/2024	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 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA Stop Gap \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EBA 0315866	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired & Non-Owned \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ECP 0315866	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			11386980-A	4/1/2023	4/1/2024	\$3,000,000 Per Claim 3,000,000 Aggregate \$15,000 Ded. Per Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and all entities required by written contract are included as additional insureds on a primary and non-contributory basis with waiver of subrogation as respects to the general liability including completed operations and as additional insureds on a primary and non-contributory basis with waiver of subrogation as respects to the auto liability as required by written contract per attached endorsements. Umbrella is excess over General Liability, Auto Liability and Employers Liability. Umbrella follows form. Subject to policy limits, terms, conditions and exclusions.
Re: St. Helens EOA / ECO #25950

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1)** The additional insured is a Named Insured under such other insurance; and
- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

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

Endorsement Effective: 04-01-2023	Policy Number: EBA 0315866
Named Insured: ECONOMIC CONSULTANTS OREGON LTD DBA: ECONORTHWEST	
Countersigned by:	

(Authorized Representative)

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

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Endorsement Effective: 04-01-2023	Policy Number: EBA 0315866
Named Insured: ECONOMIC CONSULTANTS OREGON LTD DBA: ECONORTHWEST	
Countersigned by:	

(Authorized Representative)

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

1. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of

payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Endorsement Effective: 04-01-2023	Policy Number: EBA 0315866
Named Insured: ECONOMIC CONSULTANTS OREGON LTD DBA: ECONORTHWEST	
Countersigned by:	

(Authorized Representative)

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

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPak™
COMMERCIAL GENERAL LIABILITY BROADENED
ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**A. Endorsement - Table of Contents:**

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage.....	2
2. Unintentional Failure To Disclose Hazards	8
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4. Medical Payments	8
5. 180 Day Coverage For Newly Formed Or Acquired Organizations	8
6. Waiver Of Subrogation	8
7. Automatic Additional Insured - Specified Relationships:	8
• Managers Or Lessors Of Premises;	
• Lessor Of Leased Equipment;	
• Vendors;	
• State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits	
Or Authorizations Relating To Premises; and	
• Mortgagee, Assignee Or Receiver	
8. Property Damage To Borrowed Equipment	11
9. Employees As Insureds - Specified Health Care Services And Good Samaritan	
Services	12
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12. Bodily Injury Redefined	13
13. Expected Or Intended Injury Redefined	13
14. Former Employees As Insureds	13

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Supplementary Payments

Bail Bonds: \$2,500

4. Medical Payments

Medical Expense Limit: \$ 10,000

8. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000
Deductible Amount: \$ 250

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C. Coverages**1. Employee Benefit Liability Coverage**

- a. The following is added to **Section I - Coverages:**

Employee Benefit Liability Coverage**(1) Insuring Agreement**

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and

- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or
2) Occurred prior to the "first effective date" of

this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;

- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- (b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- (c) **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

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Services Office, Inc., with its permission.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A and B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage, Section II - Who Is An Insured** is replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your part-

ners, and their spouses are also insureds but only with respect to the conduct of your business.

- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program";
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organi-

zation. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage, Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) **Deductible Amount**

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon no-

tification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. **Additional Conditions**

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. **Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit**

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of any one who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers re-

ceived in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 5. **Other Insurance** is replaced by the following:

5. **Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. **Method Of Sharing**

If all of the other insurance permits contribu-

tion by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. **No Coverage**

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. **Additional Definitions**

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in

any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.
- (2) The following definitions are deleted in their entirety and replaced by the following:
8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B:**

Paragraph 2. is replaced by the following:

Up to the limit shown in **Section B. Limits Of Insurance, 3. Bail Bonds** of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

This amendment of the Supplementary Payments - Bail Bonds limit replaces, and is not in addition to, the amendment of the Supplementary Payments - Bail Bonds limit (II.A.2.) in the CinciPak™ Commercial General Liability Amendatory Endorsement.

4. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in **Section B. Limits Of Insurance, 4. Medical Payments** of this endorsement.

5. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph a. of Paragraph 3. is replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

6. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

7. Automatic Additional Insured - Specified Relationships

- a. The following is added to **Section II - Who Is An Insured:**

- (1) Any person(s) or organization(s) described in Paragraph 7.a.(2) of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.
- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 7.a.(1) of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (i) Any "occurrence" which takes place after you

cease to be a tenant in that premises;

- (ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph 7.a.(1) of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 7.a.(1) of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (i) The insurance afforded the vendor does not apply to:
 - 1) "Bodily injury" or "property damage"

for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or

sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a) The exceptions contained in Paragraphs (c)(i)4) or 6) of this endorsement; or
 - b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (ii) This insurance does not apply to any insured person or organization:

- 1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
- 2) When liability included within the "products-completed operations hazard" has

been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph 7.a.(1) of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph 7.a.(1) of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or

use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (3) The insurance afforded to additional insureds described in Paragraph 7.a.(1) of this endorsement:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

- b. With respect to the insurance afforded to the additional insureds described in Paragraph 7.a.(1) of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph 7.a.(1) of this endorsement; or
- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- c. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph 7.a.(1).

- d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition 5. **Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph 7.a.(1) of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in 7.a.(2) of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

8. **Property Damage To Borrowed Equipment**

- a. The following is added to **Exclusion 2.j. Damage To Property under Section I - Coverage A - Bodily Injury And Property Damage Liability**:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement,

the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance. 8. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits Of Insurance. 8. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

- (2) **Deductible Clause**

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in **Section B. Limits Of Insurance. 8. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) **Section IV - Commercial General Liability Conditions. 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

9. **Employees As Insureds - Specified Health Care Services And Good Samaritan Services**

Paragraph 2.a.(1)(d) under **Section II - Who Is An Insured** does not apply to:

- a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

10. **Broadened Notice Of Occurrence**

Paragraph a. of Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

11. **Nonowned Aircraft**

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United

States of America or Canada, designating that person as a commercial or airline transport pilot;

- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

12. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

- 4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

13. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And**

Property Damage Liability is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

14. Former Employees As Insureds

The following is added to Paragraph 2. under **Section II - Who Is An Insured:**

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

Insured: Economic Consultants Oregon Ltd. DBA: ECONorthwest Policy: ECP0315866

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS
AND AUTOMATIC WAIVER OF SUBROGATION
WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT,
PERMIT OR AUTHORIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:*

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by "your work" performed under that written contract or written agreement and in-*

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of your ongoing operations or arising out of "your work"; or*

b. By way of an edition of an ISO additional insured endorsement that includes *arising out of your ongoing operations or arising out of "your work";*

then the phrase *caused, in whole or in part, by in Paragraph A.1.a. and/or Paragraph A.1.b. above, whichever applies, is replaced by the phrase arising out of.*

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.:**

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.



CERTIFICATE OF LIABILITY INSURANCE

DATE (1/1/17) Item #2.

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 HUB International Northwest, LLC PO Box 10167 Eugene OR 97440	CONTACT NAME: PHONE (A/C, No, Ext): 541-687-1117 E-MAIL ADDRESS: emma.powell@hubinternational.com FAX (A/C, No): 541-342-8280
INSURED Economic Consultants Oregon Ltd. ECONorthwest 222 SW Columbia, Suite 1600 Portland OR 97201	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 29424

COVERAGES

CERTIFICATE NUMBER: 1029200317

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A			52WECGB3870	10/23/2023	10/23/2024	X PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
St. Helens EOA / ECO #25950

CERTIFICATE HOLDER

CANCELLATION

City of St. Helens 265 Strand Street St. Helens OR 97051	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Oregon Workers' Compensation Certificate of Insurance

Certificate holder:

CITY OF ST. HELENS
265 STRAND STREET
ST HELENS, OR 97051

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.

Insured

Economic Consultants Oregon LTD
Eco Northwest
222 SW Columbia St Ste 1600
Portland, Or 97201-6616

Producer/contact

Hub International Northwest LLC-Eugene
Mike Godfrey
541.650.6772 mike.godfrey@hubinternational.com

Issued

01/03/2024

Policy

356035

Period

04/01/2023 to 04/01/2024

Limits of liability

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Body Injury by Disease	\$1,000,000 policy limit

Description of operations/locations/special items

St. Helens EOA / ECO #25950

Important

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED TO THE POLICYHOLDER AND CERTIFICATE HOLDER IN ACCORDANCE WITH THE POLICY PROVISIONS AND OREGON LAW. SAIF WILL ENDEAVOR TO PROVIDE WRITTEN NOTICE WITHIN 30 DAYS WHENEVER POSSIBLE.

Authorized representative



Chip Terhune
President and CEO

ATTACHMENT C
Terms of Compensation

ATTACHMENT C

TERMS OF COMPENSATION

1. Fees.

- a. Cost Estimate: Contractor will bill the City on a time-and-expenses basis for labor as detailed in the rate table below. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City's travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor's cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.
- b. The total of time and expenses will not exceed \$60,000 (sixty thousand dollars) without written authorization.
- c. Rate Table: The hourly labor rates for performing the Services are as follows:

i.	Senior Project Director	\$280 - 310/hr.
ii.	Project Director	\$220 - 310/hr.
iii.	Senior Project Manager	\$180 - 210/hr.
iii.	Project Manager	\$155 - 175/hr.
iv.	Technical Manager	\$135 - 205/hr.
v.	Associate	\$130 - 155/hr.
vi.	Senior Analyst	\$115 - \$125/hr.
vii.	Analyst	\$95 - \$115/hr.
viii.	Administrative	\$75/hr.
- d. Contractor reserves the right to increase the hourly labor rates for staff annually.
- e. The preceding budget estimate provided to the City by Contractor is based on the information available to Contractor at the time the estimate is prepared. Such information includes, but is not limited to, the City's initial description of the required analysis, the City's representations concerning the availability of necessary supporting material or information, the City's proposed schedule for making information available to Contractor, and the deadlines initially proposed by the City for Contractor's report. Variation or change in any of these factors will materially impact Contractor's actual time and expenditures. The actual time and expenditures spent on the work by Contractor may be less than or greater than the figures in Contractor's estimate. the City acknowledges that Contractor's budget estimate is not a commitment or a bid to perform the work for the amount of the estimate.

City of St. Helens**EXTENSION 1 OF PERSONAL SERVICES AGREEMENT**

This Extension is made on January 17, 2024, between City of St. Helens, an Oregon municipal corporation ("St. Helens"), and **Tiberius Solutions, LLC**. ("Contractor").

RECITALS

A. WHEREAS, on or about September 6, 2023, St. Helens and Contractor entered into an agreement ("Agreement") in which Contractor agreed to provide ("Services") the St. Helens Urban Renewal Financial Update; and

B. WHEREAS, Section 3 of the Contract provides that the Agreement terminates on February 1, 2024, and that the City reserves the right to extend the Agreement for a period of two (2) years in one (1) year increments; and

C. WHEREAS, St. Helens and Contractor mutually wish to extend the term of the Agreement for an additional year to February 1, 2025.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. The termination date of the Agreement signed on or about September 6 2023, shall be amended to reflect a **termination date of February 1, 2025** unless earlier terminated according to the terms of the Contract.

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:**CONTRACTOR:**

CITY OF ST. HELENS, an
Oregon municipal corporation

TIBERIUS SOLUTIONS, LLC

By: _____
Name:
Its:

By: _____
Name:
Its:

A TRADITION OF EXCELLENCE

Western Display Fireworks has been providing the finest in pyrotechnic productions for over 75 years. We are the oldest and largest aerial display fireworks company in the Northwest and are honored to be part of hundreds of events annually.

We offer custom designed fireworks displays for every budget, venue, and event type. We strive to make each display more spectacular than the last and never lose sight of our company commitment to the safety of our crew and spectators.

**WE WELCOME THE OPPORTUNITY TO BE
A PART OF YOUR CELEBRATION AND SHARE
OUR DEDICATION TO EXCEPTIONAL
CUSTOMER SERVICE.**

WESTERN DISPLAY FIREWORKS LTD

Portland • Seattle • Boise

P.O. Box 932 • Canby • Oregon 97013 • 503.656.1999 • westerndisplay.com

PYROTECHNIC EXCELLENCE • SINCE 1948



REFERENCES

Item #4.

SEATTLE SEAFAIR SUMMER FOURTH

Eric Corning | *PRESIDENT & CEO*
206.728.0123 • eric@seafair.org

PORTLAND ROSE FESTIVAL

Steven Bledsoe | *WATERFRONT ACTIVITIES MANAGER*
503.227.2681 • stevenb@rosefestival.org

THE MILL CASINO

INDEPENDENCE DAY CELEBRATION

Kevin Lee | *MARKETING SPECIALIST*
541.756.8800 x 1565 • klee@themillcasino.com

SAN JUAN ISLAND

INDEPENDENCE DAY CELEBRATION

Becki Day | *CHAMBER EXECUTIVE DIRECTOR*
360.378.5240 • chamber@sanjuanisland.org

CITY OF BOISE 4TH OF JULY

Summer Altieri | *SPECIAL EVENT COORDINATOR*
208.608.7618 • saltieri@cityofboise.org

WATERFRONT BLUES FESTIVAL

Tyler Fuller | *PRESIDENT*
503.880.0192 • tyler@fullerevents.com

CHINOOK WINDS CASINO ANNIVERSARY CELEBRATION, LINCOLN CITY, OR

Heather Thomas | *ENTERTAINMENT MANAGER*
541.996.5787 • heathert@CWCResort.com

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COMPANY SAFETY EXPERIENCE

Item #4.

SAFETY We maintain an unparalleled safety record through ongoing pyrotechnician training and strict adherence to Federal DOT and ATF regulations, National Fire Protection Association (NFPA) and state statutes. We are committed to providing both the safest and most spectacular fireworks displays for our clients.

EXPERIENCE Our decades of experience and commitment to artistic design plus use of the latest technology, has made us the largest and most celebrated display fireworks company in the Northwest. We produce hundreds of shows annually for a wide variety of events. Here are just a few:

- TACOMA FREEDOM FAIR • SEAFAIR SUMMER FOURTH
- PORTLAND ROSE FESTIVAL • KUNA RODEO—KUNA, ID
- NEWPORT 4TH OF JULY • MUKILTEO LIGHTHOUSE FESTIVAL
- SILVERDALE WHALING DAYS • CITY OF BOISE 4TH OF JULY
- ST. PAUL RODEO—ST. PAUL, OR • YAKIMA JULY 4TH CELEBRATION
- ASTORIA WARRENTON 4TH OF JULY • LINCOLN CITY 4TH OF JULY
- JOINT BASE LEWIS | MCCHORD INDEPENDENCE DAY CELEBRATION
- CITY OF FEDERAL WAY—RED, WHITE AND BLUES
- SEASIDE'S OLD FASHIONED FOURTH OF JULY
- THE MILL CASINO INDEPENDENCE DAY CELEBRATION
- SAN JUAN INDEPENDENCE DAY CELEBRATION
- ROCHE HARBOR RESORT AND MARINA INDEPENDENCE DAY
- WATERFRONT BLUES FESTIVAL—PORTLAND, OR
- ANACORTES FOURTH OF JULY CELEBRATION
- MELALEUCA FREEDOM CELEBRATION—IDAHO FALLS, ID
- CHINOOK WINDS CASINO ANNIVERSARY CELEBRATION
- DIAMOND LAKE JULY 4TH CELEBRATION 100TH ANNIVERSARY
- EUGENE EMERALDS BASEBALL JULY 3RD AND 4TH
- HILLSBORO HOPS SEASON OF FIREWORKS

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WESTERN DISPLAY FIREWORKS LTD

City of St Helens
St Helens 4th of July
July 4, 2024

Portland • Seattle • Boise



Fireworks Display Proposal Summary

City of St Helens

St Helens 4th of July

July 4, 2024

Your display proposal includes the following services to be provided by Western Display Fireworks, Ltd:

- Provide display liability insurance with sponsors and property owners listed as additional insured
 - \$5,000,000 (per occurrence) general liability
- Process and pay for a General Fireworks Display Permit issued by the Oregon State Fire Marshal's office and approved by local police and fire authorities
- Prepare and submit the United States Coast Guard Application for Marine Event Permit
- Provide transportation by a properly licensed vehicle and a CDL hazmat driver for all equipment and pyrotechnics to and from the loading site
- Provide \$5,000,000 commercial auto insurance to cover transportation
- Supply all necessary labor to conduct the display including a state certified pyrotechnician, assistant and crew covered under worker's compensation insurance
- Supply all pyrotechnics as listed on the attached detailed proposal
- Provide all necessary mortars and firing equipment required to pre-load and electrically fire the display

Portland • Seattle • Boise

WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
00:01.900	4" Silver Wave to Aqua	4"	1	OPENER
00:03.200	2.5" (30 Shot) Fanned Turquoise Peony / Orange Shiny F	B2	2	OPENER
00:05.900	4" Silver Wave to Orange	4"	3	OPENER
00:09.450	5" Half Orange Half Aqua Peony	5"	4	OPENER
00:13.900	4" Silver Wave to Aqua	4"	5	OPENER
00:17.900	4" Silver Wave to Orange	4"	6	OPENER
00:21.450	5" Half Orange Half Aqua Peony	5"	7	OPENER
00:26.500	3" Sunny Package V25	3"	8	
00:30.350	5" Sunny Package V25	5"	9	
00:35.600	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	10	
00:41.200	3" Sunny Package V25	3"	11	
00:45.100	4" Sunny Assortment Package A 2020	4"	12	
00:49.600	5" Sunny Assortment Package A 2020	5"	13	
00:56.000	3" Sunny Package V25	3"	14	
01:00.900	3" Sunny Package V25	3"	15	
01:04.800	4" Sunny Assortment Package A 2020	4"	16	
01:09.650	5" Sunny Package V25	5"	17	
01:14.600	4" Sunny Assortment Package A 2020	4"	18	
01:19.500	4" Sunny Assortment Package A 2020	4"	19	
01:24.900	4" Sunny Package V25	4"	20	
01:29.300	4" Sunny Assortment Package A 2020	4"	21	
01:35.200	3" Sunny Package V25	3"	22	
01:39.600	4" Sunny Package V25	4"	23	
01:45.000	3" Sunny Package V25	3"	24	
01:49.900	3" Sunny Package V25	3"	25	
01:53.400	5" Sunny Assortment Package A 2020	5"	26	

WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
01:58.800	4" Sunny Assortment Package A 2020	4"	27	
01:59.500	1.2" 130 Shot Fanned Purple Comets & Green Blink Willc	B2	28	MS#1
02:03.700	4" Sunny Assortment Package A 2020	4"	29	
02:08.550	5" Sunny Package V25	5"	30	
02:13.500	4" Sunny Assortment Package A 2020	4"	31	
02:19.400	3" Sunny Package V25	3"	32	
02:23.600	5" (18) Sunny Assortment Package D	5"	33	
02:29.200	3" Sunny Package V25	3"	34	
02:34.100	3" Sunny Package V25	3"	35	
02:38.500	4" Sunny Package V25	4"	36	
02:43.200	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	37	
02:48.800	3" Sunny Package V25	3"	38	
02:53.700	3" Sunny Package V25	3"	39	
02:57.700	4" Sunny Assortment Package A 2020	4"	40	
03:03.600	3" Sunny Package V25	3"	41	
03:08.500	3" Sunny Package V25	3"	42	
03:13.400	3" Sunny Package V25	3"	43	
03:17.300	4" Sunny Assortment Package A 2020	4"	44	
03:23.200	3" Sunny Package V25	3"	45	
03:27.400	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	46	
03:32.300	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	47	
03:37.400	4" Sunny Package V25	4"	48	
03:42.300	4" Sunny Package V25	4"	49	
03:47.700	3" Sunny Package V25	3"	50	
03:52.600	3" Sunny Package V25	3"	51	
03:56.900	5" (18) Sunny Assortment Package D	5"	52	

WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
04:01.450	5" Sunny Package V25	5"	53	
04:06.900	4" Sunny Package V25	4"	54	
04:11.600	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	55	
04:17.200	3" Sunny Package V25	3"	56	
04:21.100	4" Sunny Assortment Package A 2020	4"	57	
04:25.950	5" Sunny Package V25	5"	58	
04:30.900	4" Sunny Assortment Package A 2020	4"	59	
04:35.800	4" Sunny Assortment Package A 2020	4"	60	
04:41.700	3" Sunny Package V25	3"	61	
04:46.100	4" Sunny Package V25	4"	62	
04:51.500	3" Sunny Package V25	3"	63	
04:56.500	3" Sunny Package V25	3"	64	
05:01.400	3" Sunny Package V25	3"	65	
05:05.300	4" Sunny Assortment Package A 2020	4"	66	
05:10.500	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	67	
05:15.400	5" (18) Sunny Assortment Package D	5"	68	
05:21.000	3" Sunny Package V25	3"	69	
05:25.200	5" (18) Sunny Assortment Package D	5"	70	
05:29.400	5" Sunny Assortment Package A 2020	5"	71	
05:35.700	3" Sunny Package V25	3"	72	
05:40.100	4" Sunny Package V25	4"	73	
05:44.100	5" Sunny Assortment Package A 2020	5"	74	
05:49.700	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	75	
05:51.500	1.2" 90 Shot V Shape Crackling Tail to Gold Twinkling Cr	B2	76	MS#2
05:55.400	3" Sunny Package V25	3"	77	
05:59.800	4" Sunny Package V25	4"	78	

WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
06:04.200	4" Sunny Assortment Package A 2020	4"	79	
06:10.100	3" Sunny Package V25	3"	80	
06:14.300	5" (18) Sunny Assortment Package D	5"	81	
06:19.200	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	82	
06:24.800	3" Sunny Package V25	3"	83	
06:29.700	3" Sunny Package V25	3"	84	
06:34.600	3" Sunny Package V25	3"	85	
06:38.450	5" Sunny Package V25	5"	86	
06:44.400	3" Sunny Package V25	3"	87	
06:49.300	3" Sunny Package V25	3"	88	
06:53.300	4" Sunny Assortment Package A 2020	4"	89	
06:58.500	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	90	
07:03.600	4" Sunny Package V25	4"	91	
07:09.000	3" Sunny Package V25	3"	92	
07:13.900	3" Sunny Package V25	3"	93	
07:17.400	5" Sunny Assortment Package A 2020	5"	94	
07:22.700	4" Sunny Assortment Package A 2020	4"	95	
07:28.600	3" Sunny Package V25	3"	96	
07:32.800	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	97	
07:37.350	5" Sunny Package V25	5"	98	
07:42.600	5" (18) Sunny Assortment Package D	5"	99	
07:48.200	3" Sunny Package V25	3"	100	
07:53.200	3" Sunny Package V25	3"	101	
07:58.100	3" Sunny Package V25	3"	102	
08:02.000	4" Sunny Assortment Package A 2020	4"	103	
08:07.200	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	104	

WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
08:12.100	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	105	
08:16.300	5" Sunny Assortment Package A 2020	5"	106	
08:21.900	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	107	
08:26.800	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	108	
08:32.400	3" Sunny Package V25	3"	109	
08:36.600	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	110	
08:41.700	4" Sunny Package V25	4"	111	
08:46.600	4" Sunny Package V25	4"	112	
08:51.400	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	113	
08:56.300	5" (18) Sunny Assortment Package D	5"	114	
09:01.400	4" Sunny Package V25	4"	115	
09:05.800	4" Sunny Assortment Package A 2020	4"	116	
09:11.000	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	117	
09:16.100	4" Sunny Package V25	4"	118	
09:20.500	4" Sunny Assortment Package A 2020	4"	119	
09:25.700	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	120	
09:30.250	5" Sunny Package V25	5"	121	
09:36.200	3" Sunny Package V25	3"	122	
09:41.100	3" Sunny Package V25	3"	123	
09:44.000	1.2" 100 Shot Fanned Red Blink Bouquet/Ti-Chrys/Crack	B2	124	MS#3
09:45.500	4" Sunny Package V25	4"	125	
09:50.300	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	126	
09:55.200	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	127	
10:00.300	4" Sunny Package V25	4"	128	
10:05.200	4" Sunny Package V25	4"	129	
10:10.100	4" Sunny Package V25	4"	130	

WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
10:14.450	5" Sunny Package V25	5"	131	
10:19.350	5" Sunny Package V25	5"	132	
10:25.300	3" Sunny Package V25	3"	133	
10:30.200	3" Sunny Package V25	3"	134	
10:35.100	3" Sunny Package V25	3"	135	
10:39.000	4" Sunny Assortment Package A 2020	4"	136	
10:44.200	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	137	
10:48.500	5" Sunny Assortment Package A 2020	5"	138	
10:54.100	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	139	
10:59.000	5" (18) Sunny Assortment Package D	5"	140	
11:03.200	5" Sunny Assortment Package A 2020	5"	141	
11:08.800	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	142	
11:13.400	4" Sunny Assortment Package A 2020	4"	143	
11:17.900	5" Sunny Assortment Package A 2020	5"	144	
11:24.200	3" Sunny Package V25	3"	145	
11:28.600	4" Sunny Package V25	4"	146	
11:34.000	3" Sunny Package V25	3"	147	
11:37.500	5" Sunny Assortment Package A 2020	5"	148	
11:43.800	3" Sunny Package V25	3"	149	
11:48.300	4" Sunny Package V25	4"	150	
11:53.200	4" Sunny Package V25	4"	151	
11:57.600	4" Sunny Assortment Package A 2020	4"	152	
12:02.100	5" Sunny Assortment Package A 2020	5"	153	
12:07.000	5" Sunny Assortment Package A 2020	5"	154	
12:12.300	4" Sunny Assortment Package A 2020	4"	155	
12:17.500	5" (18) Sunny Assortment Package D	5"	156	

WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
12:22.050	5" Sunny Package V25	5"	157	
12:27.500	4" Sunny Package V25	4"	158	
12:32.200	5" (18) Sunny Assortment Package D	5"	159	
12:37.100	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	160	
12:41.700	4" Sunny Assortment Package A 2020	4"	161	
12:47.200	4" Sunny Package V25	4"	162	
12:52.600	3" Sunny Package V25	3"	163	
12:56.500	4" Sunny Assortment Package A 2020	4"	164	
13:01.000	5" Sunny Assortment Package A 2020	5"	165	
13:07.300	3" Sunny Package V25	3"	166	
13:12.200	3" Sunny Package V25	3"	167	
13:16.050	5" Sunny Package V25	5"	168	
13:21.000	4" Sunny Assortment Package A 2020	4"	169	
13:26.200	5" (18) Sunny Assortment Package D	5"	170	
13:30.800	4" Sunny Assortment Package A 2020	4"	171	
13:36.500	1.2" 100 Shot Fanned Gold Horse Tail (22secs.)	B2	172	MS#4
13:36.700	3" Sunny Package V25	3"	173	
13:40.900	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	174	
13:46.100	4" Sunny Package V25	4"	175	
13:50.800	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	176	
13:55.350	5" Sunny Package V25	5"	177	
14:01.300	3" Sunny Package V25	3"	178	
14:05.500	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	179	
14:11.100	3" Sunny Package V25	3"	180	
14:16.000	3" Sunny Package V25	3"	181	
14:19.900	4" Sunny Assortment Package A 2020	4"	182	

WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
14:24.800	4" Sunny Assortment Package A 2020	4"	183	
14:29.300	5" Sunny Assortment Package A 2020	5"	184	
14:35.100	4" Sunny Package V25	4"	185	
14:39.500	4" Sunny Assortment Package A 2020	4"	186	
14:45.000	4" Sunny Package V25	4"	187	
14:49.700	5" (18) Sunny Assortment Package D	5"	188	
14:54.300	4" Sunny Assortment Package A 2020	4"	189	
14:59.150	5" Sunny Package V25	5"	190	
15:04.400	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	191	
15:10.000	3" Sunny Package V25	3"	192	
15:14.900	3" Sunny Package V25	3"	193	
15:18.800	4" Sunny Assortment Package A 2020	4"	194	
15:24.000	5" (18) Sunny Assortment Package D	5"	195	
15:28.900	5" (18) Sunny Assortment Package D	5"	196	
15:33.450	5" Sunny Package V25	5"	197	
15:38.350	5" Sunny Package V25	5"	198	
15:43.900	4" Sunny Package V25	4"	199	
15:49.300	3" Sunny Package V25	3"	200	
15:54.200	3" Sunny Package V25	3"	201	
15:59.100	3" Sunny Package V25	3"	202	
16:04.000	3" Sunny Package V25	3"	203	
16:08.400	4" Sunny Package V25	4"	204	
16:13.100	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	205	
16:18.000	5" (18) Sunny Assortment Package D	5"	206	
16:22.200	5" Sunny Assortment Package A 2020	5"	207	
16:27.800	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	208	

WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
16:32.700	5" (18) Sunny Assortment Package D	5"	209	
16:36.900	5" Sunny Assortment Package A 2020	5"	210	
16:42.800	4" Sunny Package V25	4"	211	
16:48.200	3" Sunny Package V25	3"	212	
16:53.100	3" Sunny Package V25	3"	213	
16:58.000	3" Sunny Package V25	3"	214	
17:02.900	3" Sunny Package V25	3"	215	
17:07.300	4" Sunny Package V25	4"	216	
17:12.200	4" Sunny Package V25	4"	217	
17:16.550	5" Sunny Package V25	5"	218	
17:21.800	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	219	
17:26.400	4" Sunny Assortment Package A 2020	4"	220	
17:29.000	1.2" 90 Shot W Shaped Purple Glitter Tail & Purple Palm	B2	221	MS#5
17:31.800	4" Sunny Package V25	4"	222	
17:37.200	3" Sunny Package V25	3"	223	
17:41.500	5" (18) Sunny Assortment Package D	5"	224	
17:47.100	3" Sunny Package V25	3"	225	
17:50.600	5" Sunny Assortment Package A 2020	5"	226	
17:56.900	3" Sunny Package V25	3"	227	
18:01.100	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	228	
18:06.700	3" Sunny Package V25	3"	229	
18:11.100	4" Sunny Package V25	4"	230	
18:16.500	3" Sunny Package V25	3"	231	
18:20.400	4" Sunny Assortment Package A 2020	4"	232	
18:24.900	5" Sunny Assortment Package A 2020	5"	233	
18:30.150	5" Sunny Package V25	5"	234	

WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
18:36.100	3" Sunny Package V25	3"	235	
18:40.600	4" Sunny Package V25	4"	236	
18:45.000	4" Sunny Assortment Package A 2020	4"	237	
18:50.400	4" Sunny Package V25	4"	238	
18:55.800	3" Sunny Package V25	3"	239	
19:00.200	4" Sunny Package V25	4"	240	
19:05.600	3" Sunny Package V25	3"	241	
19:09.800	5" (18) Sunny Assortment Package D	5"	242	
19:13.900	4" (Red / White / Blue) Mixed Peony & Crackling Pistil	4"	243	FINALE STAGE 1
19:14.800	2.5" (30 Shot) Fanned Red Shiny Peony / Blue Shiny Pec	B2	244	FINALE STAGE 1
19:15.950	5" (Red / White / Blue) Mixed Peony & Crackling Pistil	5"	245	FINALE STAGE 1
19:18.900	4" Half Red Half Blue Peony & Silver Strobe Pistil	4"	246	FINALE STAGE 1
19:20.950	5" Half Red Half Blue Peony & Silver Strobe Pistil	5"	247	FINALE STAGE 1
19:23.900	4" (Red / White / Blue) Mixed Peony & Crackling Pistil	4"	248	FINALE STAGE 1
19:25.950	5" (Red / White / Blue) Mixed Peony & Crackling Pistil	5"	249	FINALE STAGE 1
19:28.900	4" Half Red Half Blue Peony & Silver Strobe Pistil	4"	250	FINALE STAGE 1
19:30.950	5" Half Red Half Blue Peony & Silver Strobe Pistil	5"	251	FINALE STAGE 1
19:34.900	4" Silver Wave to Blue	4"	252	FINALE STAGE 2
19:36.000	2.5" (30 Shot) Fanned Red Peony w/ Red Mine	B1	253	FINALE STAGE 2
19:36.000	2.5" (30 Shot) Fanned Red Peony w/ Red Mine	B3	254	FINALE STAGE 2
19:36.950	5" Silver Wave to Blue	5"	255	FINALE STAGE 2
19:39.900	4" Silver Wave to Crackling & Crackling Pistil	4"	256	FINALE STAGE 2
19:41.950	5" Silver Wave to Crackling & Crackling Pistil	5"	257	FINALE STAGE 2
19:44.900	4" Silver Wave to Blue	4"	258	FINALE STAGE 2
19:46.950	5" Silver Wave to Blue	5"	259	FINALE STAGE 2
19:49.900	4" Silver Wave to Crackling & Crackling Pistil	4"	260	FINALE STAGE 2

WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
19:51.950	5" Silver Wave to Crackling & Crackling Pistil	5"	261	FINALE STAGE 2
19:55.900	3" Chained Dragon Eggs&Ti-Chrys. Assortment RT Silve	3"	262	FINALE STAGE 3
19:56.000	3" Chained Dragon Eggs&Ti-Chrys. Assortment RT Silve	3"	263	FINALE STAGE 3
19:56.000	3" Chained Red & White & Blue Chrys. RT	3"	264	FINALE STAGE 3
19:56.050	5" Red Peony	5"	265	FINALE STAGE 3
19:56.100	3" Chained Red & White & Blue Chrys. RT	3"	266	FINALE STAGE 3
19:56.200	4" Chained Red & White & Blue Chrys. RT	4"	267	FINALE STAGE 3
19:56.300	4" Chained Red & White & Blue Chrys. RT	4"	268	FINALE STAGE 3
19:56.400	4" Chained Red & White & Blue Chrys. RT	4"	269	FINALE STAGE 3
19:56.500	5" Blue Peony	5"	270	FINALE STAGE 3
19:56.800	5" White Peony	5"	271	FINALE STAGE 3
20:11.100	3" (72) Sunny Value Assortment Package			<NOT A CIRCUIT>
20:13.500	4" (36) Sunny Assortment Package V25			<NOT A CIRCUIT>
20:13.800	4" (36) Crown Assortment B RT(18 Effects) Free Sponso			<NOT A CIRCUIT>
20:16.100	4" (36) Sunny Meteor Assortment 2024			<NOT A CIRCUIT>
20:19.700	5" (18) Sunny Value Assortment Package			<NOT A CIRCUIT>
20:19.700	5" (18) Sunny Assortment Package A 2024			<NOT A CIRCUIT>
20:26.400	5" (18) Sunny Assortment Package D			<NOT A CIRCUIT>

DISPLAY AGREEMENT AND PURCHASE ORDER

THIS AGREEMENT ("Agreement") is entered into on _____ by and between Western Display Fireworks, Ltd., an Oregon corporation, whose address is set forth above, ("Western") and City of St Helens, whose address is PO Box 278, 265 Strand St, St Helens, OR 97051 ("Sponsor"). Western and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

In consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date(s) and location: July 4, 2024 shot from a barge on the Columbia River, south end of Sand Island, St Helens, OR 97051, as detailed in Proposal #24-7486, which is attached hereto and incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.
2. **Price and Payment Terms.** Total price of TWENTY THOUSAND DOLLARS AND NO/100 (\$20,000.00) is to be paid as follows: 25% of the total price, \$5,000.00 is due by MARCH 1, 2024; 25% of the total price, \$5,000.00 is due by JUNE 4, 2024; the remaining balance of the price, \$10,000.00, is due in full on or before July 14, 2024. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
3. **Western Duties.** As part of the total price Western agrees to the following:
 - a. To supply all shells and other pyrotechnics listed on the Proposal;
 - b. Mortars, firing equipment and all other required materials necessary to perform its services hereunder;
 - c. Proper delivery, set-up, firing and presentation by pyrotechnic operator and crew covered under workers compensation insurance;
 - d. To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Western's responsibilities of Display site cleanup have been completed; and
 - e. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties.
4. **Sponsor Duties.**
 - a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement;
 - b. Sponsor to provide a tug & barge adequate to conduct the display. Barge provided must comply with size requirements set forth by NFPA 1123 and meet the approval of WDF. Barge & tug arrangements to be mutually agreed upon no later than 60 days prior to display date; and
 - c. Sponsor to provide barge loading/unloading facility.
5. **Insurance.** Western agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$5,000,000. If requested in writing, Western shall provide Sponsor with a certificate of insurance within two weeks of the Display. All entities/individuals listed on the certificate of insurance will be deemed as additional insured pursuant to this Agreement.

6. **Indemnification.** Western agrees to indemnify, defend, and hold harmless the Sponsor, its agents and employees, and those entities/individuals listed on the certificate of insurance, from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that directly arise from the performance of the fireworks to the extent that such are occasioned by an act or omission of its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that arise from the performance of the fireworks to the extent that such are occasioned by any act or omission of Sponsor, its agents and employees. Each Party agrees to give the other Party prompt notice of any claims. Neither Party shall be responsible for consequential damages.
7. **Compliance with Laws.**
- a. Sponsor Responsibilities: SPONSOR agrees to perform their requirements in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2022 Edition (National Fire Protection Association) 8.1 General Requirements. The sponsor of the display shall make provisions for fire protection for the display. 8.1.1 The sponsor shall consult with the AHJ, the local responding fire department (if different from the AHJ) and the operator (the licensed pyrotechnic operator employed by Western) to determine the level of fire protection required. 8.1.2 The following shall apply to crowd control: (1) Monitors whose sole duty is the enforcement of crowd control shall be located around the display site and at other locations as determined by the sponsor. (2) The AHJ and the operator shall approve the provisions for crowd control. 8.1.2.1 Monitors shall be positioned around the display site to prevent spectators or any other unauthorized persons from entering the discharge site. 8.1.2.2 Where required by the AHJ, approved delineators or barriers shall be used to aid in crowd control. 8.1.2.3 Portions of the display site, other than the discharge site(s), shall be permitted to be open to the public prior to the display as long as the provisions of 4.2.2.2 are maintained. 8.1.2.4 Unescorted public access to the discharge site shall not be permitted where pyrotechnic materials are present during the period before the display. 8.1.2.5 The discharge site shall be restricted throughout the display and until the discharge site has been inspected after the display (see Exhibit A – Display Site Map).
- b. Western's Responsibilities: Western shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated unless otherwise noted above in Sponsor duties. Western shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation. Western is responsible to insure that all materials and services supplied under this Agreement comply with all laws, rules and regulations of the State and the federal government relating thereto.
8. **Cancellation/Rescheduling by Sponsor.** If the Display is cancelled by the Sponsor after receipt of this signed Agreement, Sponsor agrees to pay 25% of the total price (\$5,000.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor within 30 days of the scheduled Display date, Sponsor agrees to pay 50% of the total price (\$10,000.00). If the Display is cancelled by the Sponsor on the date of the Display, Sponsor agrees to pay 100% of the total price (\$20,000.00). By providing notice of not less than 30 days from the original Display date, Sponsor may elect to reschedule the Display to a mutually agreeable date. This date must be within 90 days of the original display date. Western agrees to facilitate

this rescheduling and Sponsor agrees to reimburse Western for new permits and other additional costs associated with this change. Sponsor understands that permitting requirements, burn bans and other factors beyond Western's control may prohibit rescheduling of a display. If these factors prohibit the rescheduled Display from taking place then the standard cancellation schedule applies.

9. **Safety / Weather Forced Cancellation.** Western agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on Western's behalf or the Authority Having Jurisdiction, to cancel or delay the Display if in the operator's judgment circumstances beyond the control of either Party pose an extraordinary risk to the health and safety of any persons or property within the vicinity of the Display.

If the product has been damaged as an attempt to execute the Display and cannot be safely reused, 100% of the price is due and Western has no further obligation under this Agreement. If the product is intact and reusable, Western agrees to store the product and execute the Display on a mutually agreeable future date. Sponsor agrees to reimburse Western for reasonable costs associated with the rescheduling of the event.

10. **Force Majeure.** Sponsor assumes the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Western which may prevent the Display from being safely performed on the scheduled date, which may cause the cancellation of the event for which Sponsor has purchased the Display, or which may affect or damage such portion of the Display as must be replaced and exposed a necessary time before the Display.
11. **Product Performance.** Sponsor recognizes and acknowledges that due to the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.
12. **Limitation on Damages.** In the event that Sponsor claims that Western has breached this Agreement or was negligent in performing its duties hereunder, Sponsor shall not be entitled to claim or recover monetary damages from Western beyond the amount that Sponsor has paid Western under this Agreement and shall not be entitled to a claim for or recover of consequential damages from Western, including, but not limited to, damages for lost income, business, or profits. Additionally, Western's liability for matters covered by the insurance set forth herein shall be limited to the limits of said insurance.
13. **Time.** Time is of the essence in this agreement. The Parties expressly recognize that in the performance of their respective obligations, each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party and may sustain substantial losses by reason of any failure of timely performance.
14. **Independent Contractor/No Joint Venture.** The Parties agree that Western is an independent contractor, and is not an agent or employee of Sponsor for any purpose. It is further agreed that Western's employees shall be, and remain, the employees of Western and not of Sponsor. Nothing in this Agreement or the actions of Western or Sponsor shall be construed as forming a partnership or joint venture between Sponsor and Western.

15. **Attorney Fees.** In the event that either Party to this Agreement shall enforce any of the provisions hereof by any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees, incurred therein by the prevailing Party.
16. **Jurisdiction.** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Oregon applicable to contracts.
17. **Severability.** In the event a court of competent jurisdiction determines that any provision of this Agreement is in violation of any statute, law, rule, regulation, ordinance or public policy, then the provisions of this Agreement that violate such statute, law, rule, regulation, ordinance or public policy shall be stricken or modified to the extent that such provision no longer violates such statute, law, rule, regulation, ordinance or public policy. All provisions of this Agreement that do not violate any statute, law, rule, regulation, ordinance or public policy shall continue in full force and effect for all purposes. Furthermore, any court order striking or modifying any provision of this Agreement shall modify or strike the provision in as limited a manner as possible to give as much effect as possible to the intentions of the Parties to this Agreement.
18. **Survival.** The terms of paragraphs 5, 6, 12, 15, and 16 shall survive the cancellation or termination of this Agreement.
19. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto respecting the matters within its scope and may be modified only in writing signed by both of the Parties hereto.

The pricing and product offered in the Proposal shall remain firm if this Agreement is mutually executed by both Parties on or before March 1, 2024.

Sponsor

By: _____

Its: _____

Date: _____

Western Display Fireworks, Ltd.

By: Brent Pavlicek

Its: Co-President

Date: _____

Exhibit A—Display Site Map—St. Helens



Western Display Fireworks LTD.
ST. Helens, OR
Barge 125'x35'
45°51'43.70"N 122°47'34.50"W



CERTIFICATE OF LIABILITY INSURANCE

DATE (1/1/2024)
Item #4.

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS:
INSURED Western Display Fireworks Ltd. P. O. Box 932 Canby OR 97013	INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Co. INSURER B: Axis Surplus Ins Company INSURER C: Everest Denali Insurance Company INSURER D: Travelers Property Casualty Co of America INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1647762989

REVISION NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	SI8ML00215-231	1/15/2023	1/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	SI8CA00098-231	1/15/2023	1/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	P-001-000069176-05	1/15/2023	1/15/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6JUB-8H14546-6-23 (OR)	6/14/2023	6/14/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Display Date: July 4, 2024

Display Site: From a barge on the Columbia River located off the south end of Sand Island, St. Helens, OR 97051

Additional Insured:

- 1) City of St Helens
- 2) Columbia River Fire & Rescue
- 3) Scappoose Fire District

CERTIFICATE HOLDER

CANCELLATION

City of St Helens
PO Box 278
St Helens OR 97051

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

AUTHORIZED REPRESENTATIVE

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INVOICE

1/10/2024

Item #4.



Bill to: City of St Helens
PO Box 278
St Helens OR 97051

Attn: Gloria Butsch

Phone: 503-366-8227

Fax:

Email: gbutsch@sthelensoregon.gov

Fireworks Proposal #	Date	Description	Amount
24-7486	7/4/2024	Fireworks Show 1st installment due 3/1/2024	 \$5,000.00

Terms:

1st installment due 3/1/2024

Thank you in advance for your prompt payment!

Sub Total

\$5,000.00

Tax

\$0.00

Total Current Due

\$5,000.00

Please make checks payable to:

Western Display Fireworks, LTD.

PO Box 932

Canby, Oregon 97013



~ We appreciate your business ~

* If you should have any questions regarding this invoice,
please contact our office at (503) 656-1999.

January 8, 2024

**American Hyperion Solar LLC (n/k/a Runergy USA Trading LLC)
6200 Stoneridge Mall Rd, Suite 300
Pleasanton, CA 94588**

Re: Extension Request for Non-Binding Letter of Interest for Purchase of Real Property

Dear City of St Helens,

I hope this message finds you well. I am writing to request an extension for the Letter of Intent (LOI) dated October 18, 2023 regarding the real property located at 1300 Kaster Rd. St. Helens, OR 97051.

Due to unforeseen circumstances of power supply that is essential for our operation, I am kindly asking for an extension of the due diligence review and exclusive negotiation period from 90 days (ending approximately January 17, 2024) to approximately 164 days (until March 31, 2024). This additional time will enable us to thoroughly evaluate the terms and conditions outlined in the LOI, seek necessary approvals, and ensure that all aspects align with our mutual interests and objectives.

I want to emphasize my commitment to proceeding with the proposed project, and I assure you that utilizing this extension will only serve to enhance our ability to reach a beneficial and well-considered agreement.

I understand the importance of timelines in such matters and assure you that I will make every effort to expedite the review process during this extended period. I am confident that the outcome will be mutually beneficial for both parties.

Please confirm your agreement to this extension in writing, and if needed, I am available to discuss any further details or concerns at your earliest convenience.

Thank you for your understanding and consideration of this extension request. I am looking forward to continuing our discussions and advancing towards a successful collaboration.

As we just had a company name change, please see attached the name change filing and notice for your reference.

Please sign where indicated on each copy of this Extension Letter of non-binding Letter of Interest and return one copy to us.

Very truly yours,

Understood, Agreed & Accepted



Jusong Wang, Ph. D
General Manager
American Hyperion Solar LLC
(n/k/a Runergy USA Trading LLC)

Understood, Agreed & Accepted

Rick Scholl
Mayor City of St Helens



PLANNING COMMISSION

Tuesday, December 12, 2023, at 6:00 PM

APPROVED MINUTES

Members Present: Chair Dan Cary
Vice Chair Jennifer Shoemaker
Commissioner Ginny Carlson
Commissioner David Rosengard
Commissioner Charles Castner

Members Absent: Commissioner Russ Low

Staff Present: City Planner Jacob Graichen
Associate Planner Jenny Dimsho
Community Development Admin Assistant Christina Sullivan
City Councilor Mark Gunderson

Others: Steve Toschi
Nate Carter
Brett Sonflieth
Casey Garrett
Scott Gettcher

CALL TO ORDER & FLAG SALUTE

TOPICS FROM THE FLOOR (Not on Public Hearing Agenda): Limited to five minutes per topic

Toschi, Steve. Toschi was called to speak. Toschi spoke on about a lot next to 325 Strand Street that he said the City Council might sell. He said the Council did not seem to have any plans for this lot. He said he spoke with the Planning Department about the lot and what could be built on the lot. He said it was a prime location right on the river. He said there was no development code to help regulate these in-fill lots that were around the city. He thought the Planning Commission should take on this opportunity as a proactive item to work on code for these in-fill lots in the downtown to avoid having any random developer build blight in the space. He said this should be in place before the City Council begins to sell these lots.

CONSENT AGENDA

A. **Planning Commission Minutes Dated November 14, 2023**

Motion: Upon Vice Chair Shoemaker's motion and Commissioner Carlson's second, the Planning Commission unanimously approved the Draft Minutes dated November 14, 2023. [AYES: Vice Chair Shoemaker, Commissioner Rosengard, Commissioner Carlson, Commissioner Castner; NAYS: None]

PUBLIC HEARING AGENDA (times are earliest start time)

B. **6:05 p.m. Historic Resource Review at 240 Strand Street – SOLARC Architecture**

Chair Dan Cary opened the Public Hearing at 6:07 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter.

Vice Chair Shoemaker declared she was part of the Columbia County Museum Board and that she had been approached by the County on ideas for the restoration of this clock tower. She said she did not discuss specifics, but that they would like to see it as close to the original design as possible.

All the Commission felt Vice Chair Shoemaker was able to make a fair decision.

Associate Planner Jenny Dimsho shared the staff report dated December 4, 2023. She said this building was considered a locally designated landmark, so any alterations would go through a public hearing process.

She said the applicant's proposal included upgrades to the seismic improvements on the clocktower. They would like to strengthen the bell tower with structural elements that are all contained within the building envelope and would not be seen.

She also said they plan to restore the railing. She said currently there is a non-historic metal railing that would be replaced with a mixture of wood and composite material railing. She said the applicant would use wood for the rail and the composite material for the balusters. She said the look would resemble more what was historically there.

She said the applicant also plans to replace the ceiling and soffits with more modern materials. She said the applicant mentioned in their plan they would most likely use cement fiber panels. She also said they would be painted white to match.

She said the applicant discussed removing some non-historic sheet metal that is wrapped around the columns and replacing that with more modern materials and restoring the detail which was missing and/or covered up with sheet metal.

She mentioned the applicant was going to do some minor repairs to the fascia panels and would remove the steel angled edge.

Dimsho said the fire escape is attached to the windowsills of the courthouse and is rendered unusable because of the failed connections. She said the applicant plans to utilize the existing fire escape but mount into the basalt stone. There has been an egress study done that shows this fire escape is needed for the function of the courthouse, as it is not original. Dimsho did say there is a requirement that if the fire escape was ever removed, the original historic features (like the basalt stone) must be unharmed. She said it was much easier to repair mortar (as opposed to basalt stones) and the Planning Commission should consider if this is a better option.

Carter, Nate. Applicant. Carter is the architect for the project. He shared that the project was mostly a seismic upgrade to the belltower. He said the main reason they proposed modern materials is because they handle the weather elements of the area better and would last longer. He also said they are easily manipulated to bring back the profile of the original belltower look.

He mentioned the plan for the ceiling was to replace the soffits around the main ceiling. He said the main ceiling itself was a tongue and groove wood that was in good condition and could be repaired. He said the soffits would need to be replaced because over time they have worn down and are sagging with major gaps in them. He said they would be replaced with more modern materials and would not be seen. It would be painted to match the other elements of the ceiling. He said the sheet metal around the columns would be removed, and if there was original material, they could investigate restoring that before replacing it. He mentioned they had looked inside the columns and what they could see, needed replacement.

He did say the balusters would be thick to would what the historic look is for this type of railing in appearance.

There was a discussion about the rail not meeting the Building Code and how safety would be met for workers with the height of the rail not a code appropriate level. Carter mentioned they would be placing a stanchion anchor into the middle of the floor, that would be small enough you would not see it from the ground level. It would be used for workers to tie-off, so they were safe when working on the tower.

Carter also spoke about the fire escape. He said they plan to use through bolts. He did say they could use a horizontal bracket that could allow them to bolt into the mortar instead of the stone if that was the recommendation. He said this would make the brackets larger. Carter mentioned it is a possibility that the fire escape may be removed altogether, and if that were the case, they would replace the windowsills as planned. They want proceed with a plan to keep the fire escape as currently, for occupancy, it was needed.

In Favor

No one spoke in favor of the application.

In Neutral

No one spoke in Neutral of the application.

In Opposition

No one spoke in opposition to the application.

Rebuttal

End of Oral Testimony

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

Close of Public Hearing & Record

Deliberations

Dimsho shared some conditions that should be considered as the Commission made its decision.

She said one of the conditions should be that all new materials proposed to be used should resemble the original design. She did say the applicant said the ceiling would be repaired and not replaced, and she felt this should be added as a condition of approval.

Vice Chair Shoemaker said she was not comfortable with the modern material being used. She said there were several applicants who had come before them in the past with historical reviews and the modern material was not accepted and she did not think they should in this instance either. She wanted to see more specific materials listed. She also questioned how different the price would be if using wood verses composite material.

Commissioner David Rosengard said he would like to see more information on how close the composite gets to the wood. He said when it is visible, the whole goal is to preserve the historic character.

There were a few too many questions that were unanswered, so the Planning Commission requested to re-open the hearing.

Chair Cary re-opened the hearing at 6:42 p.m.

Garrett, Casey. Garrett was called to speak. Garrett is a Columbia County Commissioner and was able to clarify some of the questions being asked. He said he had given some instructions to the architect

on what products to use. He said there are many projects he has done with historic restoration that have used composite materials. He said the composite material proposed was almost a solid wood material, it might be hollow inside, but would look, especially from the ground level, the same as wood. He mentioned they were using grant funds to pay for this restoration, along with another project and so they were looking for ways to stay within budget, but also meet the historic guidelines required. He said for longevity purposes they looked at more than just the materials, but also that there may not be a solid crew in the future who would maintain or upkeep these original materials the way they would need to be if using wood. He also mentioned they were looking into a powder coated metal that would last a longer amount of time and still meet the look of the period. He said he hoped they could offer some flexibility when it came to the materials for those reasons. He said the cost was similar for the products being used, because of the custom details needed to meet the historic criteria. He said even with modern materials it would look very close to the original historic design.

There was a discussion on portions of the building that could be repaired verses replaced.

In Favor

No one spoke in favor of the application.

In Neutral

No one spoke in Neutral of the application.

In Opposition

No one spoke in opposition to the application.

Rebuttal**End of Oral Testimony**

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

(Second) Close of Public Hearing & Record**Deliberations**

Vice Chair Shoemaker said she could appreciate all the work that has gone into the design, but she wanted to reiterate that when they were doing their deconstruction and they find that there are details that can be preserved, that they would take all the steps necessary to maintain the authenticity of the building.

There was a discussion about the condition of maintaining the integrity of the building and making sure all the repairs maintain the historic look to the building.

There was also a discussion about making sure the hardware for the fire escape was screwed into the mortar and not the basalt stone. The Commission agreed this is how they should move forward if the fire escape is to be kept.

Motion: Upon Commissioner Carlson's motion and Vice Chair Shoemaker's second, the Planning Commission unanimously approved the Historic Resource Review as recommended by staff with the new additional conditions as discussed [AYES: Vice Chair Shoemaker, Commissioner Carlson, Commissioner Castner, Commissioner Rosengard; NAYS: None]

Motion: Upon Commissioner Carlson's motion and Commissioner Castner's second, the Planning Commission unanimously approved the Chair to sign the Findings. [AYES: Vice Chair Shoemaker, Commissioner Carlson, Commissioner Castner, Commissioner Rosengard; NAYS: None]

DISCUSSION ITEMS**C. Architectural Review at 230/240 Strand Street – SOLARC Architecture**

Dimsho said that Columbia County submitted a building permit and Site Design Review for a new elevator to be installed on the courthouse annex building.

The shaft of the elevator would be placed in the alley between the Columbia County annex and the Historic Courthouse. She said the elevator will service both buildings, but there were no exterior modifications to the historic courthouse.

The alley would be converted to pedestrian access to walk to the elevator. It will be ADA accessible with a new sidewalk and appropriate railings. They proposed to convert the driveway into an ADA parallel parking space..

She said the new entrance is an aluminum door and window system. The guidelines support historic entries and windows, but the courthouse annex building is not a traditional historic building. She said they just recently approved the same type of door on the back side of courthouse annex, so it this entry system is consistent with this building.

She mentioned there were no visible mechanical structures that are shown on the plan, and it would be a requirement that they would need to be screened if there were any visible.

Motion: Upon Commissioner Carlson's motion and Vice Chair Shoemaker's second, the Planning Commission unanimously agreed the proposed plan complies with the Architectural Standards. [AYES: Vice Chair Shoemaker, Commissioner Carlson, Commissioner Castner, Commissioner Rosengard; NAYS: None]

D. Planning Department Semi-Annual Report

Graichen and Dimsho discussed the Semi-Annual Report which was given to the City Council at their November 15 meeting.

E. Planning Commission Stipends

City Planner Jacob Graichen mentioned the City was in a budget crisis. He explained that in the past, when there had been a financial crisis, they decided to cut back in all areas they could. So, they took the stipend for the Planning Commission and reduced it to help offset some expense.

Graichen asked the Commission if it was to come up if the Planning Commission was receptive to a reduction in payment if needed.

The Commission discussed that when there is a budget crisis it should be all departments and Commissions that share in this. The Commission agreed to postpone or reduce their stipend if needed. They also discussed the Council's compensation and how it was reduced in the Great Recession related budget crisis.

PLANNING DIRECTOR DECISIONS (previously e-mailed to the Commission)

- F. Temporary Use Permit at 305 S Columbia River Hwy – Breslin Properties, LLC
- G. Site Design Review (Minor) at Sand Island – City of St. Helens
- H. Extension of Time at northern termini of N 8th, 9th, & 10th Street – North 8th Street, LLC

There was no discussion on the Planning Director Decisions.

PLANNING DEPARTMENT ACTIVITY REPORT**I. Planning Department Activity Report – November**

There was no discussion on the Planning Department Activity Report.

PROACTIVE ITEMS

J. Architectural Standards

There was no discussion on the Proactive Items

FOR YOUR INFORMATION ITEMS

Commissioner Carlson asked about the parks and why no one was maintaining them anymore. She hoped to see them taken care of this next Summer. Dimsho explained that the sprinkler system in Columbia View Park was on hold because it was scheduled to be in construction. Commissioner Carlson said she hoped to see things not get as crispy as they did this past year and that we should be better stewards of our parks.

There was a small discussion about the Joint Planning Commission and City Council meeting and the agenda items.

Vice Chair Shoemaker mentioned there was a lot of discussion on social media about the different entities in the City and how they were being silenced. She mentioned there were some who implied that the Planning Commission and their opinions and voice had been squelched. She said it was implied that they were not allowed to speak their opinion openly and that was not true. She said they were not being silenced and wanted to publicly state that.

Commissioner Carlson asked about trees. She said it was concerning to her that so many developments take down mature trees and then replace them with smaller versions of street trees. She said it did not make sense to cut down all the mature trees and replace them with smaller street trees. Graichen said there could be more aggressive rules about trees, but currently there are limited rules about it.

ADJOURNMENT

There being no further business before the Planning Commission, the meeting was adjourned at 8:19 p.m.

Respectfully submitted,

Christina Sullivan

Community Development Administrative Assistant

**CITY COUNCIL MEMO***TOPIC: FY2025 DEPARTMENT GOALS**DATE: JANUARY 17, 2024**CCOUNCIL ACTION REQUEST: APPROVAL/DISCUSSION BRIEF***BACKGROUND**

In preparation of the FY2025 proposed budget, staff has updated department goals. The department goals are meant to align with the City Council Vision – Mission & Goals.

Attached is a draft of the Work Plan for FY2025 with highlighted areas that staff will be focusing on.

Following are each of Council's goal areas with projects identified by each department to be worked on over the next fiscal year:

<u>Project</u>	<u>Department</u>
Goal Area 1: Effective and Efficient Organization	
Support Staff Development, Training, and Certifications	All Departments
Improve The Effectiveness of Our Public Works Services.	Public Works
Goal Area 2: Community and Civic Engagement	
Strengthen Partnerships with Community Partners. (ODOT, City of Scappoose, Columbia County, and CET).	Public Works & Library
Rebrand the Library & Improve Communications	Library
Goal Area 3: Livable and Safe Community	
Improve Our City Facilities.	Public Works
Decrease Crime by 5%	Police
Increase Traffic Safety and Reduce Traffic Accidents	Police
Provide Superior Capital Project Delivery.	Public Works
Library Courier Service Between St. Helens & Scappoose	Library
Develop Sustainable Operations of Makerspace	Library
Support Community with Life-Long Learning Opportunities	Library

Goal Area 4: Economic Development

Redevelopment plan for mill area

Economic Development

RFQ for Development

Administration

Attract New Hotel

Economic Development

Millard Rd Property sale

Economic Development

Update Building Division Website

Building

Goal Area 5: Long-Term Planning

Parks Master Plan Amendment

Parks

Review & Update Procurement Policies

Finance

Review & Update Financial Policies

Finance

VISION: **TO PROVIDE QUALITY, EFFECTIVE AND EFFICIENT SERVICE TO OUR COMMUNITY**
Mission: *Develop and preserve the highest possible quality of life for residents, businesses and visitors.
 Provide a safe and healthy environment within a sound economic framework.
 Provide leadership which is open and responsive to the needs of the community and works for the benefit of all*

GOAL AREA 1: EFFECTIVE AND EFFICIENT ORGANIZATION

		<u>LEAD DEPARTMENT</u>	<u>COST</u>	<u>FUNDING SOURCE</u>
Objective	Create and Maintain an Effective Organization			
Tactic	Review City Goals & Objectives to Prioritize City Projects			
Project	Review, Update, and Create Biennial Strategic Workplan	Administration	-	General Fund
Tactic	Maintain a Balanced and Sustainable Budget			
Tactic	Maintain a Stable Technology Environment			
Tactic	Managers Attend Professional Development Opportunities			
Project	Dept Managers attend Human Resources Training	City Recorder	-	All Funds
Tactic	Attend Regional Meetings and Represent the Community			
Objective	Recruit and Retain Talented Staff			
Tactic	Support Professional Development Among All Staff			
Project	Support Staff Development Training & Certification	All Departments	-	All Funds
Project	Team Building Retreats	All Departments	-	All Funds
Objective	Maintain a Professional and Effective City Council			
Tactic	City Staff Provide Support and Guidance for Council and Commissions			
Tactic	Council Attend Development Trainings			
Project	Workshop and legal briefings on Council Function and duties	Administration	-	General Fund
Project	Review and Update Council Governing Policy	Administration	-	General Fund
Project	Review and Update Council Operating Rules	Administration	-	General Fund

GOAL AREA 2: COMMUNITY AND CIVIC ENGAGEMENT

		<u>LEAD DEPARTMENT</u>	<u>COST</u>	<u>FUNDING SOURCE</u>
Objective	Be Responsive to Community Needs			
Objective	Maintain Communication Efforts			
Tactic:	Communications related to Economic Development efforts/projects			
Tactic	Encourage & Build Collaboration with Local Organizations & Community			
Project	Explore & Strengthen Video/Media Communication	All Departments	-	General Fund
Project	Explore issue-focused stakeholder conversations as needed	All Departments	-	General Fund
Project	Cultivate and sustain program level partnerships including: SHPL, SHPD, recreation	All Departments	-	All Funds
Project	Council Community engagement	Administration	-	General Fund
Project	Customer Focused FAQ Pamphlets/Videos	All Departments	-	All Funds
Tactic:	Targeted communications related to drawing private investment			
Objective	Expand Civic Participation			
Tactic	Hold Community Meetings to Encourage Participation			
Project	Host Town Hall Events for Community	Administration	-	General Fund
Project	Host Regular Public Forums on City Topics	Administration	-	General Fund
Project	Increase Collaborations with Community Partners	Library & Public Works	-	General Fund
Project	Rebrand the Library and Improve Communications	Library		General Fund
Objective	Community Center as Activity and Resource Hub			

GOAL AREA 3: LIVABLE AND SAFE COMMUNITY

		<u>LEAD DEPARTMENT</u>	<u>COST</u>	<u>FUNDING SOURCE</u>
Objective	Create and Maintain a Safe Community			
Tactic	Improve Safety Throughout the Community			
Project	Decrease crime incidents by 5%	Police	-	General Fund
Project	Increase traffic safety and reduce traffic accidents	Police	-	General Fund
Objective	Maintain Safe and Inviting Public Services & Facilities			
Tactic	Improve Public Services & Facilities			
Project	Complete Park Improvements - Campbell Park	Parks & Recreation	400,000	Grants
Project	Complete Urban Trail - Initial Implementation	Parks & Recreation	?	Grants & General Fund
Project	Incorporate Development Code Amendments from Housing Needs Analysis	Planning	-	General Fund
Project	Park Improvements - Design & Permitting Dock & Fishing Pier at Grey Cliffs Park	Planning	-	General Fund
Project	Waterline Improvements - Pittsburg Rd redundant line	Public Works	680,000	Water Fund
Project	Storm System Improvements - Ridgeway Loop	Public Works	60,000	Storm Fund
Project	Controls at collector wells # 2, #3	Public Works	13,000	Water Fund
Project	Fire suppression - small diameter pipe replacement	Public Works	250,000	Water Fund
Project	WWTP Improvements - Rebuilding of Headworks Screen	Public Works	40,000	Sewer Fund
Project	WFF Improvements - Rack Replacement	Public Works	204,000	Water Fund
Project	Library Courier Service Between St. Helens and Scappoose	Library	-	General Fund
Project	Develop Sustainable Operations of Makerspace	Library	-	General Fund
Project	Support Community with Life-Long Learning Opportunities	Library		General Fund
Project	Expand Hybrid Library Programs (online & in-person)	Library	-	General Fund
Project	Increase Digital Library Resources	Library	-	General Fund
Project	Explore Rebranding of the Library	Library	-	General Fund

Objective	Improve City-wide emergency preparedness & resilience				
Tactic	Create Safety Plans				
	Project	Improve Building access and safety	Administration	-	All Funds
	Project	Continuity of Operations Plan	Administration	-	All Funds
	Project	Evacuation plans/drills	Administration	-	All Funds

GOAL AREA 4: ECONOMIC DEVELOPMENT

		<u>LEAD DEPARTMENT</u>	<u>COST</u>	<u>FUNDING SOURCE</u>
Objective	Develop Policies and Programs to Promote Economic Development			
Tactic	Review City policies and programs to promote economic development			
Project	Economic Opportunities Analysis Update	Planning	?	General Fund
Project	Support Main Street Alliance	Administration	30,000	ARPA Funds
Project	Improve Recreational Boating Experience	Administration	?	Tourism / Grant
Project	Update Building Division Website to Promote Electronic Permitting and Plan Review Services	Building		General Fund
Project	S. River Street to N 2nd Street "micro" transportation systems plan	Planning	-	General Fund
Objective	Develop City Owned Property for Development			
Tactic	Create an Industrial Business Park			
Project	Phase 1 - Infrastructure Study	Planning	400,000	Grants
Project	Grading Plan			
Project	Redevelopment plan for mill area			
Tactic	Create a Central Waterfront Development Plan			
Tactic	Attract Private Investment			
Project	RFQ for Development Plans	Administration	-	General Fund
Project	Riverwalk and Columbia View Park Improvements	Administration	?	Grants & SDC Funds
Project	Attract New Hotel			
Project	Phase 1 Construction	Administration	?	Enterprise & Loans
Tactic	Review City-owned Property for Development			
Project	Prepare Redevelopment of N. 10th and 11th Bluff	Planning	-	General Fund
Project	Millard Rd Property sale			
Project	Further develop Sand Island amenities		?	Tourism / General Fund / Grant
Objective	Maintain an Urban Renewal Agency for Economic Development			
Tactic	Create and Maintain Urban Renewal Agency			

GOAL AREA 5: LONG TERM PLANNING			<u>LEAD DEPARTMENT</u>	<u>COST</u>	<u>FUNDING SOURCE</u>
Objective	Maintain Effective Master Plans and Facility Plans				
Tactic	Create and Maintain City Master Plans				
	Project	Parks Master Plan Amendment	Parks	-	SDC Funds
	Project	Transportation System Plan Update	Public Works	?	Street Fund SDC
	Project	City-Wide Facility Master Plan	Administration	-	General Fund
Objective	Maintain Reserves as set in policy				
	Project	Review & Update Financial Policies	Finance		General Fund
	Project	Review & Update Procurement Policies	Finance		General Fund
Objective	Maintain City Municipal Code to help guide/enforce City policy				
Tactic	Identify potential changes and updates to Municipal City Code				
	Project	Building Code Enforcement Process Review	Building	-	General Fund

LONG-TERM:	LONG TERM IDENTIFIED PROJECTS	LEAD DEPARTMENT	COST	FUNDING SOURCE
	Project Manage athletic field scheduling citywide	Parks & Rec	-	General Fund
	Project Activate Salmonberry Lake area	Parks & Rec	-	General Fund
	Project Provide Free Library Cards for SHSD and Educators	Library	-	General Fund
	Project Create a local history room	Library	-	General Fund
	Project develop a library facility master plan	Library	-	General Fund
	Project Upgrade Intersection at Plymouth and Old Portland Rd.	Planning	-	Street Fund
	Project Millard Road City Entrance Sign	Planning	-	General Fund
	Project Old Portland Rd. and S. 18th roundabout	Planning	-	Street Fund
	Project Old Portland Rd. and Port Ave. Reconfiguration	Planning	-	Street Fund
	Project Planning related FAQ pamphlets/videos	Planning	-	General Fund
	Project Update city Charter for no-vote annexations	Planning	5,000	General Fund
	Project Addressing policy update	Planning	-	General Fund
	Project Housing Production Strategy	Planning	50,000	General Fund
	Project Residential design standards	Planning	25,000	General Fund
	Project Locally significant wetland updates (buffer zones, etc.)	Planning	100,000	General Fund
	Project Flood code amendments related to BIOP (Endangered Species Act)	Planning	-	General Fund
	Project Development Code Amendments related to Sanitary, Storm and Water Master Plans	Planning	-	General Fund
	Project Right-of-way street vacation policy	Planning	-	General Fund
	Project Food cart/truck/trailers rules	Planning	-	General Fund
	Project Develop incentives for designation as a local historic landmark	Planning	-	General Fund
	Project Housing Needs Analysis Update per 2019 HB 2003 (2027 Update)	Planning	50,000	General Fund
	Project Historic resources inventorying	Planning	50,000	General Fund
	Project N. 4th St. Storm Extension	Public Works	-	Storm Fund
	Project Columbia Boulevard Storm Improvements	Public Works	-	Storm Fund
	Project Sykes Rd. Improvements	Public Works	-	Street Fund
	Project Milton Creek Bridge Replacement	Public Works	-	Street Fund
	Project Bradley, Park and S. 13th St. Waterline Replacement	Public Works	-	Water Fund
	Project New 4 MG Reservoir and Transmission Main	Public Works	-	Water Fund
	Project Relocate Waste Water Treatment Plant	Public Works	-	Sewer Fund
	Project Develop Incentive Program to Remove Storm Sump Pumps	Public Works	-	Storm Fund
	Project Relocate Pump Station #11	Public Works	-	Sewer Fund
	Project Upsize Pump Station #7	Public Works	-	Sewer Fund
	Project Upsize South Trunk Sewer	Public Works	-	Sewer Fund
	Project Interceptor Trunk Main Upgrades	Public Works	-	Sewer Fund
	Project Middle Trunk Sanitary Upgrades	Public Works	-	Sewer Fund
	Project Public Works Facility Master Planning	Public Works	-	Public Works Fund
	Project Seismic Upgrades - Milton Creek at Pittsburg Rd. Bridge	Public Works	-	Street Fund
	Project Heinie Human Park Storm Ditch	Public Works	25,000	Storm Fund
	Project Fire Hydrant Replacement	Public Works	-	Water Fund
	Project Shop Roof Replacement-WWTP	Public Works	-	Public Works Fund

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

Presented for approval on this 17th day of January, 2024 are the following Council minutes:

2023

- Work Session and Regular Session Minutes dated December 6, 2023

After Approval of Council Minutes:

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



COUNCIL WORK SESSION

Wednesday, December 06, 2023

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Councilor Mark Gundersen – arrived at 2:09 pm
 Councilor Russell Hubbard
 Councilor Brandon Sundeen

MEMBERS ABSENT

Council President Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator	Shanna Duggan, Recreation Manager
Kathy Payne, City Recorder	Jacob Graichen, City Planner
Lisa Scholl, Deputy City Recorder	Jenny Dimsho, Associate Planner
Crystal King, Communications Officer	Sharon Darroux, Engineering Manager
Mouhamad Zaher, Public Works Director	Bill Monahan, Contracted City Attorney
Suzanne Bishop, Library Director	Tina Curry, Contracted Tourism Director

OTHERS

Ron Trommlitz	Dustin King	Rory Moore
Bobbe Trommlitz	Brady Preheim	Jane Garcia
Colleen Ohler	Lynne Pettit	Steve Topaz
Stephanie Patterson	M. Millar	Jim Coleman
Erin Salisbury	Lane	Will Uebelacker
Steve Toschi		

CALL WORK SESSION TO ORDER

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

- ◆ Steven Topaz. Mr. Topaz believed his comments at the November 1 City Council work session being summarized in the minutes reduced them to a lie. He spoke about whether the cost of an estimated \$150,000 for stopping construction on the 1st and St. Helens Streets intersection to help the Halloweentown celebration would be paid for by the Halloweentown operation or by the City and why the monies for the intersection were not put in the original budget, submitting his full testimony in writing for the record.
- ◆ Ron Trommlitz. Mr. Trommlitz continued his comments from the November 18 meeting on his seeking answers about the 2 million-gallon reservoir rehabilitation failure, people considering suing him for doing so, and the denial of his request to see the Walker report, submitting his testimony in writing for the record.
- ◆ Colleen Ohler. Ms. Ohler pointed out she was not lying at the last meeting after Council President Chilton talked about not liking lies about the police. She offered to forward the 29-page email thread saying the St. Helens Police would not help with security for Halloweentown and would

not ask the Oregon State Police for help. She was happy to help write a proposal to ask the State for help. She thanked Council President Chilton as the only Councilor who helped during Halloweentown.

Councilor Gundersen arrived at 2:09 p.m.

- ◆ Brady Preheim. Mr. Preheim spoke about his disappointment in Councilor Gundersen's appointment to the Fire & Rescue Board and how it was a conflict of interest for people to serve two elected positions. He agreed about the need for more policy staffing and suggested temporarily dedicating the \$10 water bill fee to police staffing in the face of the upcoming retirements and putting out for a levy as promised to rebuild the police station. It was wrong and illegal to build the police station for 30 years on the water bill. He questioned the top-heavy management at the police station with 24 officers and only 10 on patrol.
- ◆ Steve Toschi. Mr. Toschi stated that on October 12, he posted on Facebook that he was going to apply for the Budget Committee. He asked others with accounting or business backgrounds to apply. He spoke about efforts by the City to encourage more applicants, and more people have applied. The City had everything needed to move forward with the Budget Committee, and he asked the Council to move as quickly as possible to approve the five applicants.
- ◆ Erin Salisbury. Ms. Salisbury thanked the Council for their work and stepping up to make the hard decisions. Most people showing up to meetings were complaining or asking for something. She was interested in the Wapama Way property discussion.

Mr. Topaz attempted to make another comment, but Mayor Scholl directed him to do so at the Council Regular Session tonight. Mr. Topaz registered a complaint that denying him another three-minute comment period was against the rules.

DISCUSSION TOPICS

1. Employee Length of Service Recognition - Crystal King - 15 Years

The Council recognized Communications Officer Crystal King for 15 years of service with the City of St. Helens. Mayor Scholl commended Ms. King for taking the City's websites to a higher level.

OTHER BUSINESS

City Administrator Walsh stated the Personal Services Agreement with Moore Site Services for on-call services at the mill site would be on tonight's regular session agenda. Rory Moore spoke about his background and knowledge of the mill. Mayor Scholl noted Mr. Moore was well respected and knew the infrastructure at the mill.

2. Strand Street and Wapama Way Corner Lot

Will Uebelacker, representing Lane Attrash, presented the proposed plan for the corner lot at Strand Street and Wapama Way, a copy of which was included in the archive packet, and requested to purchase the City property located at the northwest corner of Strand Street and Wapama Way, which would alleviate parking concerns for development in that area. The development would be a bridge connecting the historic downtown with the new Waterfront development.

City Planner Graichen recommended the right-of-way for both streets be dedicated prior to sale which would raise other questions to be addressed at a later time. The question for the Council was the willingness to dispose of the lot.

Mayor Scholl liked the idea because parking was needed for both facilities.

Councilor Hubbard stated he would like to see the old part of town grow organically. The Planning Commission needed to vet the idea.

Mayor Scholl said it first needed to be decided if the City would accept the proposal.

Erin Salisbury, as an adjacent property owner, spoke about her passion for development and how she wanted to make sure the first person who offered to buy the property was not given the only opportunity to make a bid.

Mr. Uebelacker confirmed that they applied for temporary shoring as the south wall was failing. The Code stated any remodel of an existing structure would not make the same parking requirement. If they did acquire the lot, they would ask for an extension so they could work with the community and the City in order to develop something that works for everybody.

Mr. Graichen added the order for shoring and potential demolition came from the Building Official. The incentive for the parking allowance rides with the building. He clarified regarding the corner lot below, the off-street parking exception would not apply because there was no building. But another provision allowed abutting on-street parking to possibly count towards the off-street parking requirement.

Associate Planner Dimsho agreed with Ms. Salisbury's points about a competitive process. Sometimes working with adjacent property owners was more beneficial. The City could also tie conditions of development to the sale. The Council acting as the Urban Renewal Agency had special powers for selling property and could sell property for less than market value based on what the Agency wanted to see built. Parking requirements were a huge burden.

Mayor Scholl stated not everything like sales of property needed to go to the Planning Commission first. The Council and staff discussed buying property, designing the property, and the process. Ms. Dimsho pointed out with so many eyes on the subject property, the City would want the Planning Commission to weigh in. Mr. Walsh added it would be an opportunity for the City to get frontage improvements for public benefit.

Mayor Scholl was in favor of the sale and bid process. Councilor Hubbard added the Council should have a process for any City-owned real estate someone wanted to purchase. Mr. Walsh added staff abided by Council's standing order to bring all proposals to them.

Mayor Scholl confirmed the matter would be discussed during the regular session tonight where the Council would make a direction.

3. Recreation Program Semi-Annual Report - *Recreation Manager Shanna Duggan*

Recreation Manager Shanna Duggan announced that they just celebrated their fifth anniversary of Recreation and presented her report, a copy of which was included in the archive packet for this meeting. She reviewed Recreation's 2023 statistics, their projects and goals, her board and committee work the past year, current programming partnerships, a registrations and demographics snapshot from the last 60 days, the 21st Century Community Learning Center Grant, next steps, and their recent programs.

Mayor Scholl expressed appreciation for the after-school programs and Ms. Duggan's work.

4. Planning Division Semi-Annual Report - *City Planner Jacob Graichen & Associate Planner Jenny Dimsho*

City Planner Graichen and Associate Planner Dimsho presented their report, which covered eight months instead of six and a copy of which was included in the archive packet for this meeting. Ms. Dimsho updated the Council on the Riverwalk Project Phase I, the Oregon Department of Transportation Community Paths Program for the 7.7-mile regional trail between St. Helens and Scappoose, the Certified Local Government Grant Award for improvements to 135 S. 3rd Street, the Veterans Memorial Grant for the service flag/monument expansion at McCormick Park, other project management support, Urban Renewal Agency support, and the impact of the Cascades closure on Urban Renewal funds.

Mr. Graichen reviewed his report. Key items highlighted included the St. Helens Industrial Business Park, recruitment of the Planning Commission vacancy, the Commission's lead role in efforts regarding HB 3115, a thank-you to the Safety Committee for the new sign on the storage room door, Wapama Way's name designation, support on the reservoir project and donation of the properties off Pittsburg Road and Highway 30, Columbia County records coordination, FEMA's Elevation Certificate update, and the Engineer's TMDL project.

Ms. Dimsho reviewed current planning efforts such as the Amani Center and a historic resource review for modifications to the historic courthouse.

Mr. Graichen highlighted projects in the next six months of CCMH's zone change, the Columbia Commons subdivision, Broadleaf Arbor, the Skinny's area and non-conforming use resulting in expansion of access and parking for Skinny's, the police station, Belton Road partition, Code amendments, and planning for the St. Helens Industrial Business Park.

Ms. Dimsho announced that Planning had received a grant for the Economic Opportunities Analysis (EOA) update. Mr. Graichen noted the EOA and plan amendments are budget-neutral.

Ms. Dimsho stated that next week the joint City Council and Planning Commission meeting would review Measure 101 psilocybin amendments for discussion.

5. Wastewater Collection System Capacity Improvements Project Update - *Public Works Director Mouhamad Zaher & Engineering Manager Sharon Darroux*

Public Works Director Zaher and Engineering Manager Darroux presented an update on the wastewater collection system improvements, a copy of which was included in the archive packet for this meeting. They reviewed the project background and timeline, an overview of the sewer basins improvements, the project engineering consultant selection process, the project costs forecast of \$16.4 million and grants received, and next steps including requesting the Council's approval to move forward with the design services.

Ms. Darroux provided further details about the sewer connection system and basins and what the project entailed from a technical standpoint. A Request for Proposals (RFP) was put out in October for professional engineering services. She highlighted the quality management part of the RFP and addressed the three proposals received. Consor was the final selection with what Ms. Darroux believed was one of the best and more robust quality control plans. Mr. Zaher noted the selection process was rigorous.

With the last Sewer Master Plan update prior to 2021 being done in 1989, Mayor Scholl wanted to make it clear his administration and the people working today were not kicking the can down the road and were addressing head-on significant issues in the City that had been neglected for many years.

6. Undergrounding Utilities at the S. 1st Street & St. Helens Street Intersection Update - *Public Works Director Mouhamad Zaher & Engineering Manager Sharon Darroux*

Public Works Director Zaher and Engineering Manager Darroux presented an update on the undergrounding of utilities at the S. 1st and St. Helens Streets intersection, a copy of which was included in the archive packet for this meeting, reviewing the project background, timeline, and the design update.

Ms. Darroux pointed out that tonight's agenda included a request for the Council to authorize resolution for an emergency procurement which allowed staff to directly solicit quotes from contractors to do the work, explaining why emergency procurement was faster and safer. The intersection currently had temporary traffic control, which cost \$25,000 per month. It had been difficult to secure competitive bids for the work; emergency procurement would still be a competitive bid.

She clarified communications utilities would be on all sides, mostly on the Wild Currant side crossing St. Helens Street. It would depend on what the communications companies would want. Mr. Zaher

emphasized why it made more sense to put in the telecommunication services while the intersection was dug up.

Break - 4:11 pm

7. Review New Building Permit Technician Job Description - *City Administrator John Walsh*

City Administrator Walsh reviewed the new Building Permit Technician job description (included in the meeting packet), last updated around 12 years ago, that had been vetted and accepted by the union. City Recorder Payne added the majority of administration duties were removed from the description and clarified Heidi Davis currently had the job title. The description was on tonight's regular session agenda for approval.

8. Discussion Regarding Police Staffing

City Administrator Walsh reminded the Council that this was a standing item on the agenda.

Key discussion items regarding police staffing were as follows:

- Mayor Scholl talked about the City's meeting with the union members and their agreement to look at hourly staffing and creating positions for the pending retirements.
- The union would like to see the \$10 fee be used to fund three positions and postpone building the police station. Councilor Sundeen agreed, adding the union made it clear staffing was their priority right now and they would like to see a plan to know what is coming up.
- Mayor Scholl addressed next steps in the process, that the union said ten-hour shifts would be ideal, and the possibilities for 24-hour service.
- He clarified the three positions would backfill the upcoming retiree positions until they retired and then would roll into the positions.
- He believed there was still a position in their budget and that the City should do its due diligence to look.
- The police station design could work in other areas, so it would not be completely wasted.
 - Mr. Walsh explained no money was being spent for the architect to look at what the design would look at in other spots and that everything, including the contractor, is on hold with the project and addressed definition changes to the Public Safety Fee implementing ordinance. The contract was pay as you go at this point with no hourly cost after the City said to stop.
- Mayor Scholl said with what was heard at the last Council meeting about the police burnout and the amount of overtime, the \$10 fee to fund three positions would best serve the community.
- Mr. Walsh spoke about how, from a budget perspective, the \$10 fee would not pay for the debt service on the facility. If the City were to continue construction on the facility, it would be an additional \$140,000 of General Fund money and would add to the budget woes. It made sense to hold on the police facility, budget-wise.
- Mayor Scholl emphasized the City had no control over Cascades closing which affected the City's finances. The decision was strictly a financial one on the part of Cascades.

9. Report from City Administrator John Walsh

City Administrator Walsh provided his report. Highlights were as follows:

- The City had the termination agreement with Cascades Tissue to which they had tentatively agreed. Attorneys had been working on it, and he had seen a rough draft. He met with them to discuss the terms. It would come to the Council for review as soon as possible, targeting the end of the year to wrap everything up.
 - Mayor Scholl reported the Council would bring in Water Quality Manager Aaron Kunders to talk about how the closure would affect the wastewater treatment plant.
 - A meeting would be held at the mill tomorrow to talk about an auction on site of the machines, motors, etc., in January or February.

- The City had been constantly working on Project Sprint. The major concern was that of power and transmission. The city had incredible water and wastewater resources as well as ample land. PGE was committed to help solve the issue. The Council and staff discussed looking at connecting to a bigger line. Mayor Scholl said the public needed to be educated on the vital importance of the project and that Project Sprint appreciated that the City was working on the power issue.
 - Walsh reviewed the potential build area which the Council discussed. A copy of a map of the proposed area was submitted for the record. Key discussion items included that PGE would pay fair market value for the site, how PGE would handle the fact that the current substation was obsolete, that the boundaries of the project would be subject to change, and the aggressive timeline of nine months for the PGE work. Mayor Scholl explained why he liked Parcel 1. The site would include PGE's desire for a road all the way around it. PGE could not order this until they had acquired the property which necessitated diligent work on the part of the City.
- Staff would bring to the December 20 meeting a personal services agreement for the \$60,000 Economic Opportunity Analysis grant from the state. EcoNorthwest was a recognized leader in the field and helped staff write the grant. As the amount was less than \$100,000, the City could do a direct appoint. Otherwise, the process would take a couple months.
- Last week, he sent an email to all staff and the Council about the financial impacts of the Cascades closure, the wind-down of American Rescue Plan Act (ARPA) funds, and the state of inflation. He asked the staff for ideas. One goal was not to go lower than 15% minimum reserve, which would take an estimated \$1,620,000. There was a menu of options, and he was hoping through the budget process they would get as close to a balanced budget as possible. There could potentially be a reduction of staff.
 - Mayor Scholl said some positions were funded with ARPA funds knowing the funds were temporary. The City did not expect the closure of Cascades. The City knew the budget would be tight budget, but there was hope with the Waterfront redevelopment. The City knew it would eventually work itself out through economic development. It would be a rough year. Mr. Walsh agreed that St. Helens was not the only jurisdiction facing such a challenge.
 - Ms. Butsch was targeting January 11 for the first budget orientation meeting, a couple of months earlier than the usual process.

Mayor Scholl asked Attorney Monahan to speak about appointing the spouse of a City employee to the Budget Committee. Jen Massey applied for the Committee and her spouse works for the Police Department. He confirmed she could be appointed. Depending on what the Budget Committee would act upon, there could be a potential or actual conflict of interest which would necessitate a declaration in the case of the former and recusing oneself in the latter. The situation was not uncommon for cities. Should Ms. Massey be appointed, Mr. Monahan recommended she be given the April 2021 Guide for Public Officials prepared by the Ethics Commission. Councilor Sundeen added that he contacted the Ethics Commission last year about a similar situation.

- With the COVID ARPA funding, the City had invested \$80,000 in broadband. Much of Columbia County and some areas of the city were poorly served. There is a lot of money available for these types of projects. Michael Curry with Strategic Network Group would give a presentation at the next meeting about securing funding to expand broadband in underserved communities. The expenditure was already authorized.
- Christmas Ships would take place on Saturday, and Tourism was hosting the Captains Dinner. The two fleets would combine.
- The Council had instructed staff to move forward on appraisals of City property, and Mr. Walsh listed which ones were in the process of being reviewed.

- The City had received notice that Columbia Fire & Rescue District no longer had a fire marshal, which was a concern for communities with building code programs. The City would meet with Chief Smythe to talk about the need for a fire marshal next week. Some logistics would need to be worked out if utilizing Scappoose's fire marshal through the Intergovernmental Agreement.
- The Tourism contract would expire at the end of year. One of the budget strategies was to lean more on tourism for another \$100,000. The contract did not have a revenue-sharing component. Staff had been meeting with the Tourism Director to discuss more of a franchise model where the City gets a percentage of the revenue. Councilor Hubbard recommended looking at the whole contract as some terms did not look correct, and Mayor Scholl agreed. Mr. Walsh explained that as an independent contractor the Tourism Director had a broad autonomy. In the franchise model, she would take none of the hotel tax. She would create all of her own revenue, and the City could have a percentage of it in addition to the hotel tax.

ADJOURN – 5:20 pm**EXECUTIVE SESSION – None**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL REGULAR SESSION

Wednesday, December 06, 2023

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Councilor Mark Gundersen
 Councilor Russell Hubbard
 Councilor Brandon Sundeen

MEMBERS ABSENT

Council President Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder
 Suzanne Bishop, Library Director

OTHERS

Howard Blumenthal	Nick Hellmich	Molly Matchak
Jim Coleman	Steve Toschi	Jennifer Massey
Robin Toschi	TC	Brady Preheim
Erin Salisbury		

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

PLEDGE OF ALLEGIANCE

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

- ◆ Molly Matchak. Distributed a copy of the Main Street brochure to the Council and expressed her concerns about the St. Helens Main Street Alliance. The front of the brochure has a picture of Molly's Market, which has been closed for over eight months. She requested the photo be replaced with a business that is still open but she noticed it's still in print circulation and online. Who approves of the brochure?

Mayor Scholl said he will contact Main Street.

Councilor Hubbard asked why her store closed. Molly responded that she was required to put in a firewall. Business in the summer is great but winter is tough. This town seems to have a hard time with change and does not want growth.

- ◆ Nick Hellmich. He used to work at Molly's Market. Investment was made into Molly's Market, but following a disagreement, the Fire Code was pushed to get done. He understands the need for it but they were not made aware of that in the beginning. Main Street seems to want to benefit from Molly's Market even after she closed.
- ◆ Brady Preheim. The City pays for the Main Street Executive Director position. Part of that sponsorship is that they would be open and provide financials, but their meetings are closed to

the public. He recommends the City discontinue the funding since they currently do not have an Executive Director. He is unhappy about Resolution No. 1995. It appears to be lack of planning and not an emergency. They started a project without a contract to put the lines underground. There is a budget crisis. Tourism is the one operation that gets no money from taxpayers, returns 10:1 on investments, and now they are discussing doing an RFP and updating the contract. That should have been done in June. They need to renew the contract and leave tourism alone.

- ◆ Steve Toschi. The lot next to Grace's Antiques is probably worth about \$1 million. It allows the developer to develop up to the street and have a view. There's a lot behind them they can use for parking or put parking underneath. This seems like another back door deal, like the previous deal to trade land for dirt. He also doesn't like that the Planning Commission is being circumvented. Silencing of free speech by the Council is unlawful. It's raising red flags. He encouraged Council to move forward with the formation of the Budget Committee. He is in favor of law enforcement and abiding by laws. They don't support law enforcement by breaking laws and building police stations where it's illegal. There is a \$10/month utility charge to build the new station and now they are talking about using the money for something else. They need to form the Budget Committee and clean shop. He supports law enforcement and wants to make sure they have the legal means to pay them.
- ◆ Erin Salisbury. The presentation at the Work Session gave her a lot to think about. She hopes the City will someday sell the lot at the corner of Wapama Way and Strand Street. She likes the idea of adding design and timeline contingencies. The property has an unobstructed view of the river and the City should get a great price for it.
- ◆ Jim Coleman. He spoke about the decorum in the last meeting. He mis-spoke, thinking he was referring to a Council meeting but it was a public hearing. He went on to listen to the meeting on the way home. The mayor went on for ten minutes about who Jim should and shouldn't talk to. Jim was offended. There were more disparaging comments made about the gentlemen talking about the lagoon and reservoir. The mayor went on to attack former mayors Randy Peterson and Don Kahlberg, blaming them for the problems resulting from their administration. He had never heard disparaging remarks about them before. The comments were completely out of line. In June 2023, the Council adopted a Code of Conduct, which he read a portion of, "...Practice civility, professionalism, and decorum in discussions and debate. Difficult questions, tough challenges to particular points of view, and criticism of ideas and information are legitimate elements of democratic governance. However, this does not allow board members to make belligerent, personal, slanderous, threatening, abusive, or disparaging comments..."
- ◆ Jennifer Massey. She has not watched today's Work Session. She thanked Councilor Sundeen and Councilor Hubbard for reviewing the financial documents she sent to the entire Council. These documents were received in response to a Public Records Request. She is disappointed in the rest of the Council for not opening what was sent. They should want to review what concerned citizens are sending. Only Councilor Sundeen responded. Mayor Scholl only forwarded the email to City Administrator Walsh, who then responded. If she wanted Walsh included, she would have sent it to him. She applied to serve on the Budget Committee due to the financial crisis. She feels should be considered, is intelligent, competent, understands finances, and can be nonbiased. They need strong and opinionated people who are willing to work.

Councilor Gundersen reported that he is unable to find the documents Jennifer sent. She will re-send them to him.

RESOLUTIONS

1. **Resolution No. 1995:** A Resolution Declaring an Emergency and Authorizing an Exemption from Competitive Bidding Requirements for Procurement of Services to Underground Utilities at the S. 1st Street - St. Helens Street Intersection

Mayor Scholl read Resolution No. 1995 by title. **Motion:** Motion made by Councilor Gundersen and seconded by Councilor Hubbard to adopt Resolution No. 1995.

Discussion.

Councilor Sundeen is unsure about the emergency. Mistakes were made but they need to move forward and get it taken care of. Councilor Hubbard agreed.

Vote: Yea: Mayor Scholl, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

AWARD BID AND/OR CONTRACT

2. Award Bid to Consor for Professional Engineering Services for Wastewater Collection System Capacity Improvements Project

Motion: Motion made by Councilor Sundeen and seconded by Councilor Gundersen to approve '2' above.

Discussion.

Mayor Scholl apologized if he called out former mayors about the infrastructure problems. They are his friends as well. The 1989 Sewer Master Plan showed areas in red that had not been addressed. It's a good project with about \$4 million in grant funds.

Vote: Yea: Mayor Scholl, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

APPOINTMENTS TO CITY BOARDS OR COMMISSIONS

3. Reappoint Russ Low to the Planning Commission

Motion: Motion made by Councilor Gundersen and seconded by Councilor Hubbard to reappoint Russ Low to the Planning Commission. **Vote:** Yea: Mayor Scholl, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

4. Reappoint Howard Blumenthal to Parks and Trails Commission

Motion: Motion made by Councilor Gundersen and seconded by Councilor Sundeen to reappoint Howard Blumenthal to the Parks and Trails Commission. **Vote:** Yea: Mayor Scholl, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

Councilor Sundeen asked when the Budget Committee members would be appointed. Mayor Scholl responded that there is one more vacant position. He anticipates that it will be on the next agenda. Budget Committee Orientation will be held January 11. They can move forward with what they have now but it would be nice to get them all done at once.

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

5. Personal Services Agreement with Moore Site Services LLC for On-Call Services at 1300 Kaster Road
6. Seventh Amendment to Otak, Inc. Agreement for S. 1st and Strand Streets, Road & Utility Extensions Project

Motion: Motion made by Councilor Gundersen and seconded by Councilor Sundeen to approve '5' and '6' above. **Vote:** Yea: Mayor Scholl, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

CONSENT AGENDA FOR ACCEPTANCE

7. Grant Agreement with Travel Oregon for Riverwalk Project Phase I
8. Library Board Minutes dated October 9, 2023
9. Parks and Trails Commission Minutes dated October 9, 2023
10. Planning Commission Minutes dated September 12, 2023

Motion: Motion made by Councilor Gundersen and seconded by Councilor Sundeen to approve '7' through '10' above. **Vote:** Yea: Mayor Scholl, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

CONSENT AGENDA FOR APPROVAL

11. Council Work Session, Executive Session, and Regular Session Minutes dated November 1, 2023
12. Animal Facility Licenses
13. New Building Permit Technician Job Description
14. Accounts Payable Bill Lists

Motion: Motion made by Councilor Sundeen and seconded by Councilor Gundersen to approve '11' through '14' above. **Vote:** Yea: Mayor Scholl, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

WORK SESSION ACTION ITEMS**Property at Wapama Way**

Councilor Sundeen said if they do sell it, he agreed with adding conditions of what can be done with it. He's not sure he's comfortable selling it to the first person who asks for it but appreciates the Associate Planner's explanation. Downtown parking during events will continue to be an issue.

Councilor Gundersen agreed.

Discussion of additional information needed, such as a development plan, appraisal, etc.

Motion: Motion made by Councilor Sundeen and seconded by Councilor Gundersen to direct staff to look into the sale of the property at the corner of Wapama Way and Strand Street. **Vote:** Yea: Mayor Scholl, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

City Administrator Walsh clarified they are seeking additional information.

COUNCIL MEMBER REPORTS

Councilor Sundeen reported...

- Thanked Howard Blumenthal for his work on the Parks & Trails Commission.
- There is a vacancy on the Parks & Trails Commission. It's a great group and they'll be meeting next week.
- He appreciates the police officers and discussions with them.

Councilor Gundersen reported...

- Chief Smythe asked the Council for representation on the Columbia River Fire & Rescue Board. He applied and was selected.
- Planning Commission will meet next week.

Councilor Hubbard reported...

- He is focused on Project Sprint and is excited to see what they bring in. The biggest hurdle is the power, in which they are collaborating with Columbia River PUD and PGE. Today's meeting was excellent and they have clear direction.

MAYOR SCHOLL REPORTS

- Thanked Public Works Director Mouhamad Zaher for being the project lead for Project Sprint. Yesterday, they met with the Governor's Regional Solutions Team, Business Oregon, and PGE. Later, they met with Governor Tina Kotek. She was very excited to learn about the project. It's a billion-dollar investment into the St. Helens site and a \$400,000 million-dollar investment into the Scappoose site. Positives for St. Helens are the sewer and water capacity. The only downfall is the power. It would bring about 3,000 jobs into the community. St. Helens used to have multiple industrial operations, but they gradually all closed with Cascades being the most recent one. This was the 11th mill Cascades shut down this year. He was introduced to Project Sprint three months ago. He is very optimistic in the future of St. Helens. They will work their way out of the financial crisis with a lot of collaboration.
- Christmas Ships and Christmas Tree Lighting is on Saturday.
- Merry Christmas!
- He apologized again for offending Jim Coleman, Randy Peterson, and Don Kahlberg. He respects them and considers them friends.

OTHER BUSINESS

ADJOURN – 7:48 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens
Consent Agenda for Approval

OLCC LICENSES

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

2024 RENEWALS

<u>Licensee</u>	<u>Tradename</u>	<u>Location</u>	<u>Purpose</u>
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2024 NEW & CHANGE IN PRIVILEGE OR OWNERSHIP

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

<u>Licensee</u> OREGON TRAIL LANES, INC	<u>Tradename</u> OREGON TRAIL LANES, INC	<u>Location</u> 735 S COL. RIV HWY	<u>Purpose</u> FULL ON-PREMISE
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City of St. Helens
Consent Agenda for Approval

ANIMAL FACILITIES

The following facilities have been inspected by City of St. Helens Police Department and are recommended for approval of an Animal Facility License:

<u>Owner Name</u>	<u>Location</u>	<u>Purpose</u>
Leonie Schatz	89 S. 22 nd Street	Multiple Dogs

JAN - 9 2023

**ST. HELENS POLICE DEPARTMENT**150 S. 13th Street, St. Helens Oregon 97051

Office (503)397-3333 FAX (503)397-0619

CITY OF ST. HELENS

Brian Greenway

Chief of Police

On Tuesday January 2nd at approximately 12:30 hours, I met with Leonie Schatz at her residence at 89 S 22nd street, St Helens OR 97051 to conduct a prescheduled Animal Facility License inspection. This inspection is to ensure the premise is in compliance with Ordinance 6.04.080, OAR 609.415, OAR 609.420, OAR 603-015-0025 through 603-015-0065. Included with her application was her liability insurance information from Garrison Property and casualty Insurance Company () and Rabies certificate for all animals listed on application.

I noticed that Leonie's home is a single-family home in a residential neighborhood. Leonie explained to me that the facility license is to allow her and her partner to have a larger number of dogs at their residence, not to run a shelter or boarding service. Leonie has a total of six English Pointer dogs, all who appeared to be well groomed and in good health.

I saw that the residence had a very spacious backyard that was encircled with a sturdy wooden fence surrounding the house. The wooded fence appeared to be in good condition with no space for dogs to escape. This outdoor space has adequate runoff to prevent water pooling. Leonie told me that the dogs are allowed to be inside and out as they please. The dogs also have a dog gate on the back door of the house that allows them to go out as they please when they are not home.

Leonie then invited me into her home. The dogs all appeared to be well mannered and did not appear to be aggressive. They all had Columbia County Issued dog licenses. The home has working electricity, potable water, and a washing facility to keep the animals clean. The home was a comfortable 70 degree. The food was stored in a sealed plastic container to prevent vermin infestation. The food and water bowls are lifted slightly off the floor and the animals are fed twice a day. Leonie explained to me that the dogs mainly stay in the living room throughout the day and the dogs have clean beds and crates for when they go to bed.

The house and yard were clean and orderly. Leonie told me she cleans up feces regularly, disposing of it into the garbage. Leonie explained to me she does take care of her animals and takes them to veterinary care when needed. Her primary care veterinary clinic is the Columbia Veterinary clinic in St. Helens.

I am not aware of any recent complaints received by SHPD regarding noise, odors, stray animals, or other Ordinance Violations regarding Leonie or her residence. In my opinion, I think Leonie Schatz and her partner should be granted the Animal Facility License.

Code Enforcement Officer

Everardo Medina

City of St. Helens

265 Strand Street • St. Helens, OR 97051 • 503-397-6272

Application Fee Item #10.

Animal Facility License Application

St. Helens Municipal Code Chapter 6.04

If you own any of the following inside the city limits, you must have an Animal Facility License:

- More than 3 adult dogs; or
- More than 3 adult dogs and one litter of puppies; or
- More than 3 adult hens and/or ducks and 6 chicks or ducklings under 9 weeks; or
- More than 3 adult rabbits and/or 1 litter of bunnies under 9 weeks; or
- An exotic animal

Complete the application and return to the above address with the fee, copies of your dogs' licenses and a copy of your homeowners insurance. You must list each animal separately in the space provided below that you intend to keep at your facility. Your facility, including perimeter fence if required, must be inspected before your application will be forwarded to the City Council for action. The Police Department will contact you within 10 days of application to schedule an inspection. The application fee is \$40 for a two year license and must be renewed prior to expiration.

If your application is denied, you have two options to obtain compliance: 1) You meet the requirements for an animal facility license; or 2) you have only allowed animals on your property. Once you can prove that you are in compliance for a license, we can seek approval by the City Council. If you have eliminated the need for an animal facility license, you may request a refund of the application fee.

Address at which animal(s) will be kept:

Applicant Information

Name: Leonie Schatz
Mailing address: 89 S 22nd Street
City/State/Zip: St. Helens OR 97051

Alternate Contact/In Case of Emergency

Name: Mark Jenkins
Mailing address: 89 S 22nd Street
City/State/Zip: St. Helens OR 97051

List each animal to be kept at the above address (attach additional paper if more than 6 animals)

Species/Breed	Name	Sex	Age	County Dog License Expiration Date
1. Dog English Pointer	Skylar	F / Sp	15	540441 11.30.2024
2. Dog English Pointer	Ava	F / Sp	9	34425 10.31.2025
3. Dog English Pointer	Justine	F / Sp	8	39219 12.31.2025
4. Dog English Pointer	Joy	F / Sp	4	41800 1.31.2025
5. Dog English Pointer	Jim	M / N	4	46914 11.30.2024
6. Dog English Pointer	Norman	M / N	2	45915 4.30.2024

Veterinarian Information

Name: Columbia Veterinary Clinic Phone: 503.397.1928
Address: 150 N 15th Street City/State/Zip: St. Helens OR 97051

Liability Insurance Information

Agent's Name: _____
Insurance Company: _____

Attach a copy of the policy indicating applicant is covered while maintaining the described animal(s).

AUTHORIZATION

I, Leonie Schatz, understand that I am applying for an animal facility license to keep the above listed animal(s) at 89 S 22nd Street, St. Helens, Oregon. I have read Municipal Code Chapter 6.04 Animal Control Code, and fully understand my obligation as an animal owner and facility operator and agree to comply with the Code and applicable county, state and federal laws. I further understand that this license, if approved, is valid for a period of two years and must be renewed prior to expiration.

Leonie Schatz
Applicant Signature

11.20.2024
Date Signed

FOR OFFICE USE ONLY

Date received: <u>12/4/23</u>	Officer assigned: <u>COE Everardo Medina</u>	Date forwarded to City Recorder: <u>1/9/24</u>
Received by: <u>Lisa</u>	Date/Time of inspection: <u>1/2/24, 12:30</u>	Council meeting date: <u>1/17/24</u>
Receipt No.: <u>7F6Q5G4CL4</u>	Officer recommendation:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Dated forwarded to PD: <u>12/4/23</u>	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Deny	If approved, date license issued:
Forwarded by: <u>Lisa</u>		Expiration date:

Dog English Pointer
Hope
Female
1 year old
45970
exp
11.30.24



St. Helens, OR

Expense Approval Register

Packet: APPKT00900 - AP 01.05.24

Item #11.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
ERSKINE LAW PRACTICE LLC	01.02.2024	01/02/2024	DECEMBER 1 2023- DECEMB...	100-704-52019	4,175.82
INEXPENSIVE TREE CARE	03221-I	01/02/2024	REMOVE TREE LIMBS 405 S 4...	100-708-52019	1,600.00
BEMIS	10737	01/02/2024	BUSINESS CARDS DAVIS & DE..	100-711-52001	65.00
BEMIS	10755	01/02/2024	POLICE NOTEBOOK	100-705-52001	112.50
RICOH USA INC	107872022	01/02/2024	POLICE EQUIPMENT LEASE 1...	100-705-52001	268.88
BRIAN MUMFORD	12.19.23	01/02/2024	REFUND PUBLIC RECORDS R...	100-000-36002	20.00
DAWN RICHARDSON	12.22.23	01/02/2024	MILEAGE REIMBURSEMENT ...	100-707-52001	72.06
CARDINAL SERVICES INC	1231901	01/02/2024	TEMPORARY EMPLOYMENT	100-706-52023	698.25
CARDINAL SERVICES INC	1231901	01/02/2024	TEMPORARY EMPLOYMENT	100-708-52023	93.10
CARDINAL SERVICES INC	1231901	01/02/2024	TEMPORARY EMPLOYMENT	100-709-52023	267.67
MORE POWER TECHNOLOGY...	15701	01/02/2024	MICROSOFT 365 BUS STAND...	100-712-52006	2,858.40
LAWRENCE COMPANY	16054	01/02/2024	UNEMPLOYMENT SERVICES	100-707-52019	100.00
ALLSTREAM	20141425	01/02/2024	ALLSTREAM PHONE ACCT 75...	100-712-52010	144.01
ORKIN	253591438	01/02/2024	PEST CONTROL POLICE	100-705-52023	174.99
ORKIN	253593749	01/02/2024	375 S 18TH ST LIBRARY	100-706-52023	100.00
AT&T MOBILITY	287302289330X12232023	01/02/2024	287302289330 POLICE PHON...	100-705-52010	1,948.16
QWEST DBA CENTURYLINK A...	3263X201-S-23348	01/02/2024	5163X201S3	100-712-52010	80.33
QUILL	35975357	01/02/2024	FOAM CLEANER	100-708-52001	154.56
SECURE PACIFIC CORPORATI...	394088	01/02/2024	375 S 18TH ST	100-706-52023	138.75
SECURE PACIFIC CORPORATI...	394089	01/02/2024	475 S 18TH	100-708-52023	140.34
SECURE PACIFIC CORPORATI...	394090	01/02/2024	150 S 13TH ST	100-705-52023	104.01
MIDWEST TAPE	504418508	01/02/2024	DVD / ABD 2000010011	100-706-52034	38.48
MIDWEST TAPE	504776475	01/02/2024	DVD / ABD 2000010011	100-706-52034	34.48
MIDWEST TAPE	504813509	01/02/2024	DVD / ABD 2000010011	100-706-52034	71.98
CANON SOLUTIONS AMERICA..	6006635187	01/02/2024	COPIER MAINTENANCE	100-706-52019	8.39
METRO PLANNING INC	6080	01/02/2024	WEB GIS	100-710-52001	160.00
COUNTRY MEDIA INC	669498	01/02/2024	PUBLIC NOTICE	100-710-52011	235.60
INGRAM LIBRARY SERVICES	78626116	01/02/2024	BOOKS 20C7921	100-706-52033	69.27
INGRAM LIBRARY SERVICES	78626117	01/02/2024	BOOKS 20C7921	100-706-52033	760.44
INGRAM LIBRARY SERVICES	78626118	01/02/2024	BOOKS 20C7921	100-706-52033	29.30
TROTTER & MORTON FACILI...	81332	01/02/2024	REPLACED FAILED THERMOS...	100-709-52023	495.53
TROTTER & MORTON FACILI...	81546	01/02/2024	C11184 HVAC COMMUNITY ...	100-709-52023	650.50
TROTTER & MORTON FACILI...	81547	01/02/2024	C11185 HVAC CONTRACT REC..	100-709-52023	549.25
EATONS TIRE AND AUTO REP...	83909	01/02/2024	REPLACE BRAKES 2019 DOD...	100-705-52098	687.12
CINTAS	8406587691	01/02/2024	PARKS FIRST AID CABINET SE...	100-708-52001	43.10
CINTAS	8406587692	01/02/2024	CITY HALL FIRST AID CABINET...	100-715-52001	113.52
NET ASSETS CORPORATION	95-202312	01/02/2024	ESCROW TITLE SERVICES	100-707-52019	213.00
L.N CURTIS AND SONS	INV768461	01/02/2024	POLICE UNIFORMS	100-705-52002	10.00
L.N CURTIS AND SONS	INV772700	01/02/2024	POLICE UNIFORMS	100-705-52002	83.10
L.N CURTIS AND SONS	INV773916	01/02/2024	POLICE UNIFORMS	100-705-52002	68.00
L.N CURTIS AND SONS	INV775380	01/02/2024	POLICE UNIFORMS	100-705-52002	351.95
L.N CURTIS AND SONS	INV776839	01/02/2024	POLICE UNIFORMS	100-705-52002	35.70
ABC TRANSCRIPTION SERVI...	STH1223017	01/02/2024	TRANSCRIPTION SERVICE 12....	100-702-52019	883.50
COMCAST	12.21.23	01/03/2024	COMCAST CABLE 877810899...	100-712-52003	1,977.10
CENTURY LINK	12.25.23	01/03/2024	966B	100-712-52010	338.14
VERIZON	9952271655	01/03/2024	CRYSTAL KING	100-701-52010	46.38
VERIZON	9952271655	01/03/2024	Hot Spot	100-701-52010	47.07
VERIZON	9952271655	01/03/2024	John Walsh	100-701-52010	40.81
VERIZON	9952271655	01/03/2024	MAYOR SCHOLL IPAD	100-703-52001	40.81
VERIZON	9952271655	01/03/2024	PD JETPACK1	100-705-52010	40.81
VERIZON	9952271655	01/03/2024	PD JETPACK2	100-705-52010	40.81
VERIZON	9952271655	01/03/2024	SUZANNE BISHOP	100-706-52003	41.28
VERIZON	9952271655	01/03/2024	Gloria Butsch	100-707-52001	41.28

Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON	9952271655	01/03/2024	TORY SHELBY	100-708-52010	41.28
VERIZON	9952271655	01/03/2024	CAMERON PAGE	100-708-52010	41.28
VERIZON	9952271655	01/03/2024	RECREATION CENTER	100-709-52010	41.28
VERIZON	9952271655	01/03/2024	REC PHONE	100-709-52010	42.15
VERIZON	9952271655	01/03/2024	RECREATION CENTER	100-709-52010	40.81
VERIZON	9952271655	01/03/2024	CONSTRUCTION INSPECTOR	100-711-52010	40.81
VERIZON	9952271655	01/03/2024	BUILDING DEPT IPAD	100-711-52010	40.81
VERIZON	9952271655	01/03/2024	MIKE DEROIA	100-711-52010	46.38
VERIZON	9952271655	01/03/2024	MATT FUNK	100-712-52010	46.38
VERIZON	9952271655	01/03/2024	DARIN COX	100-712-52010	46.38
METRO PRESORT	IN661969	01/03/2024	UB BILL PRINTING	100-707-52008	648.53
LUCY HEIL ATTORNEY AT LAW	01.04.24	01/04/2024	LEGAL SERVICES	100-704-52019	2,500.00
CULLIGAN	0779697	01/04/2024	BOTTLED WATER POLICE	100-705-52019	121.50
CULLIGAN	0784057	01/04/2024	BOTTLED WATER POLICE	100-705-52019	121.50
PAULY ROGERS AND CO PC	14329	01/04/2024	JUNE 30 2023 AUDIT	100-707-52019	27,120.00
OREGON PATROL SERVICE	9726	01/04/2024	COURT SERVICES	100-704-52019	684.00
Fund 100 - GENERAL FUND Total:					53,186.62

Fund: 201 - VISITOR TOURISM

COLUMBIA RIVER PUD	12.21.23 94111	01/02/2024	94111	201-000-52130	261.38
CITY OF ST. HELENS	12.22.23	01/02/2024	01-00178-001 MASONIC BUI...	201-000-52003	124.32
E2C	4509	01/02/2024	MONTHLY MARKETING TINA ...	201-000-52019	10,000.00
Fund 201 - VISITOR TOURISM Total:					10,385.70

Fund: 202 - COMMUNITY DEVELOPMENT

CBRE INC-VALUATION AND ...	111264-1-23	01/02/2024	APPRAISAL REPORT 245 N 7...	202-721-52019	3,400.00
MASON BRUCE & GIRARD INC	33617	01/02/2024	FOREST MANAGEMENT 0104...	202-724-52019	8,030.16
OTAK INC	000102300449	01/03/2024	1ST AND STRAND ST P 01982...	202-723-53102	18,060.00
OTAK INC	000102300520	01/03/2024	1ST AND STRAND ST P 01982...	202-723-53102	10,169.00
OTAK INC	000112300403	01/03/2024	1ST AND STRAND ST P 01982...	202-723-53102	22,769.61
OTAK INC	000112300520	01/03/2024	1ST AND STRAND ST P 01982...	202-723-53102	7,694.25
MAYER REED INC	14803	01/04/2024	ST HELENS RIVERWALK	202-723-52055	8,465.00
Fund 202 - COMMUNITY DEVELOPMENT Total:					78,588.02

Fund: 203 - COMMUNITY ENHANCEMENT

CARDINAL SERVICES INC	1231901	01/02/2024	TEMPORARY EMPLOYMENT	203-709-52028	698.81
Fund 203 - COMMUNITY ENHANCEMENT Total:					698.81

Fund: 205 - STREETS

TRAFFIC LOGIX CORPORATION	SIN23360	01/02/2024	EVOLUTION YELLOW SOLAR	205-000-52001	6,158.00
Fund 205 - STREETS Total:					6,158.00

Fund: 601 - WATER

NORTHSTAR CHEMICAL	270780	01/02/2024	SODIUM HYPOCHLORITE 12....	601-732-52083	10,116.97
SECURE PACIFIC CORPORATI...	394092	01/02/2024	1215 4TH PL	601-732-52023	173.31
ALEXIN ANALYTICAL LABORA...	45570	01/02/2024	TESTING 7.5.23-11.15.23	601-731-52064	5,510.00
CORRECT EQUIPMENT	50733	01/02/2024	2" FLANGED MS MULTI JET ...	601-731-53314	2,898.71
CITY OF COLUMBIA CITY	12.26.23	01/03/2024	001754-001	601-732-52003	87.48
VERIZON	9952271655	01/03/2024	WFF CREW	601-732-52010	69.35
LAWRENCE OIL COMPANY	CFSI-18256	01/03/2024	247752 WATER	601-732-52022	105.56
CORE & MAIN	U085685	01/03/2024	MATERIALS	601-731-52001	1,184.73
CORRECT EQUIPMENT	50768	01/04/2024	METER EQUIPMENT	601-731-53314	6,048.65
CORRECT EQUIPMENT	50770	01/04/2024	REGISTER HOUSING, SHROUD..	601-731-53314	1,632.25
CORRECT EQUIPMENT	50771	01/04/2024	EQUIPMENT	601-731-53314	3,668.00
Fund 601 - WATER Total:					31,495.01

Fund: 603 - SEWER

SUNSET EQUIPMENT	102382	01/02/2024	1 GAL LOW SMOKE 2.6 OZ MX	603-735-52001	35.76
CARDINAL SERVICES INC	1231901	01/02/2024	TEMPORARY EMPLOYMENT	603-736-52023	81.46
ALLSTREAM	20141425	01/02/2024	ALLSTREAM PHONE ACCT 75...	603-736-52010	72.01
ALLSTREAM	20141425	01/02/2024	ALLSTREAM PHONE ACCT 75...	603-737-52010	72.01
SECURE PACIFIC CORPORATI...	394091	01/02/2024	451 PLYMOUTH ST	603-736-52023	51.94
SECURE PACIFIC CORPORATI...	394091	01/02/2024	451 PLYMOUTH ST	603-737-52023	51.92
HURLEY ENGINEERING INC	58103	01/02/2024	PUMP GRUNDFOS SLV	603-738-53402	12,218.00

Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA RIVER PUD	01.02.24 38633	01/03/2024	38633 594 S 9 ST POWER	603-737-52003	7,240.03
MISSION COMMUNICATIONS...	1083369	01/03/2024	TRANSFORMER-FLYING LEAD	603-738-52001	51.30
VERIZON	9952271655	01/03/2024	SAM ORTIZ	603-736-52010	13.75
VERIZON	9952271655	01/03/2024	AARON KUNDERS	603-736-52010	13.76
VERIZON	9952271655	01/03/2024	WWTP STAFF	603-736-52010	13.75
VERIZON	9952271655	01/03/2024	SAM ORTIZ	603-737-52010	13.78
VERIZON	9952271655	01/03/2024	AARON KUNDERS	603-737-52010	13.75
VERIZON	9952271655	01/03/2024	WWTP STAFF	603-737-52010	13.76
VERIZON	9952271655	01/03/2024	AARON KUNDERS	603-738-52010	13.77
VERIZON	9952271655	01/03/2024	SAM ORTIZ	603-738-52010	13.75
VERIZON	9952271655	01/03/2024	WWTP STAFF	603-738-52010	13.77
CORE & MAIN	U055200	01/03/2024	MATERIALS	603-000-53402	1,190.25
Fund 603 - SEWER Total:					21,188.52

Fund: 703 - PW OPERATIONS

SECURE PACIFIC CORPORATI...	394087	01/02/2024	984 OR ST	703-734-52023	103.80
METRO PLANNING INC	6080	01/02/2024	WEB GIS	703-733-52019	185.00
TROTTER & MORTON FACILI...	81511	01/02/2024	REPLACED THERMOSTAT AT ...	703-739-52120	1,168.78
TROTTER & MORTON FACILI...	81524	01/02/2024	REPLACED HEAT SEQUENCER...	703-739-52023	275.00
CINTAS	8406587690	01/02/2024	FIRST AID CABINET SERVICE	703-734-52019	102.28
VERIZON	9952271655	01/03/2024	Engineering I Phone	703-733-52010	41.28
VERIZON	9952271655	01/03/2024	TIM UNDERWOOD	703-733-52010	41.28
VERIZON	9952271655	01/03/2024	SHARON DARROUX	703-733-52010	74.46
VERIZON	9952271655	01/03/2024	MOUHAMAD ZAHER	703-734-52010	61.10
VERIZON	9952271655	01/03/2024	PW SPARE 3	703-734-52010	40.81
VERIZON	9952271655	01/03/2024	PW Utility 3	703-734-52010	40.81
VERIZON	9952271655	01/03/2024	PW Utility 2	703-734-52010	40.81
VERIZON	9952271655	01/03/2024	PW Utility 1	703-734-52010	40.81
VERIZON	9952271655	01/03/2024	JULIAN ZIRKLE	703-734-52010	41.28
VERIZON	9952271655	01/03/2024	BUCK TUPPER	703-734-52010	41.28
VERIZON	9952271655	01/03/2024	Alex Bird	703-734-52010	40.81
VERIZON	9952271655	01/03/2024	PW SPARE 4	703-734-52010	40.81
VERIZON	9952271655	01/03/2024	BRETT LONG	703-734-52010	41.28
VERIZON	9952271655	01/03/2024	ETHAN STERLING	703-734-52010	41.28
VERIZON	9952271655	01/03/2024	DAVE ELDER	703-734-52010	41.28
VERIZON	9952271655	01/03/2024	RYAN POWERS	703-734-52010	41.28
VERIZON	9952271655	01/03/2024	SCOTT WILLIAMS	703-734-52010	41.28
VERIZON	9952271655	01/03/2024	PW SPARE2	703-734-52010	40.81
VERIZON	9952271655	01/03/2024	ROGER STAUFFER	703-734-52010	41.28
VERIZON	9952271655	01/03/2024	CURT LEMONT	703-734-52010	23.81
VERIZON	9952271655	01/03/2024	ALEX BIRD	703-734-52010	41.28
VERIZON	9952271655	01/03/2024	SCOTT HARRINGTON	703-734-52010	23.81
VERIZON	9952271655	01/03/2024	PW SPARE	703-734-52010	40.81
LAWRENCE OIL COMPANY	CFSI-18256	01/03/2024	247748 PUBLIC WORKS	703-734-52022	496.30
Fund 703 - PW OPERATIONS Total:					3,294.90

Fund: 706 - PUBLIC SAFETY

HAWKINS DELAFIELD & WO...	1442572	01/02/2024	PROFESSIONAL SERVICES-M...	706-000-52019	955.50
Fund 706 - PUBLIC SAFETY Total:					955.50

Grand Total: 205,951.08

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	53,186.62
201 - VISITOR TOURISM	10,385.70
202 - COMMUNITY DEVELOPMENT	78,588.02
203 - COMMUNITY ENHANCEMENT	698.81
205 - STREETS	6,158.00
601 - WATER	31,495.01
603 - SEWER	21,188.52
703 - PW OPERATIONS	3,294.90
706 - PUBLIC SAFETY	955.50
Grand Total:	205,951.08

Account Summary

Account Number	Account Name	Expense Amount
100-000-36002	Fines - Court	20.00
100-701-52010	Telephone	134.26
100-702-52019	Professional Services	883.50
100-703-52001	Operating Supplies	40.81
100-704-52019	Professional Services	7,359.82
100-705-52001	Operating Supplies	381.38
100-705-52002	Personnel Uniforms Equ...	548.75
100-705-52010	Telephone	2,029.78
100-705-52019	Professional Services	243.00
100-705-52023	Facility Maintenance	279.00
100-705-52098	Enterprise Fleet Mainte...	687.12
100-706-52003	Utilities	41.28
100-706-52019	Professional Services	8.39
100-706-52023	Facility Maintenance	937.00
100-706-52033	Printed Materials	859.01
100-706-52034	Visual Materials	144.94
100-707-52001	Operating Supplies	113.34
100-707-52008	Printing	648.53
100-707-52019	Professional Services	27,433.00
100-708-52001	Operating Supplies	197.66
100-708-52010	Telephone	82.56
100-708-52019	Professional Services	1,600.00
100-708-52023	Facility Maintenance	233.44
100-709-52010	Telephone	124.24
100-709-52023	Facility Maintenance	1,962.95
100-710-52001	Operating Supplies	160.00
100-710-52011	Public Information	235.60
100-711-52001	Operating Supplies	65.00
100-711-52010	Telephone	128.00
100-712-52003	Utilities	1,977.10
100-712-52006	Computer Maintenance	2,858.40
100-712-52010	Telephone	655.24
100-715-52001	Operating Supplies	113.52
201-000-52003	Utilities	124.32
201-000-52019	Professional Services	10,000.00
201-000-52130	Building Lease & Utilities	261.38
202-721-52019	Professional Services	3,400.00
202-723-52055	Riverwalk Project	8,465.00
202-723-53102	Downtown Infrastructure	58,692.86
202-724-52019	Professional Services	8,030.16
203-709-52028	Projects & Programs	698.81
205-000-52001	Operating Supplies	6,158.00
601-731-52001	Operating Supplies	1,184.73
601-731-52064	Lab Testing	5,510.00
601-731-53314	WATER METERS	14,247.61
601-732-52003	Utilities	87.48

Account Summary

Account Number	Account Name	Expense Amount
601-732-52010	Telephone	69.35
601-732-52022	Fuel	105.56
601-732-52023	Facility Maintenance	173.31
601-732-52083	Chemicals	10,116.97
603-000-53402	Annual Maint Ops	1,190.25
603-735-52001	Operating Supplies	35.76
603-736-52010	Telephone	113.27
603-736-52023	Facility Maintenance	133.40
603-737-52003	Utilities	7,240.03
603-737-52010	Telephone	113.30
603-737-52023	Facility Maintenance	51.92
603-738-52001	Operating Supplies	51.30
603-738-52010	Telephone	41.29
603-738-53402	ANNUAL MAINT OPS	12,218.00
703-733-52010	Telephone	157.02
703-733-52019	Professional Services	185.00
703-734-52010	Telephone	806.72
703-734-52019	Professional Services	102.28
703-734-52022	Fuel	496.30
703-734-52023	Facility Maintenance	103.80
703-739-52023	Facility Maintenance	275.00
703-739-52120	Facility Maintenance Ot...	1,168.78
706-000-52019	Professional Services	955.50
	Grand Total:	205,951.08

Project Account Summary

Project Account Key	Expense Amount
None	205,951.08
Grand Total:	205,951.08



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Packet: APPKT00911 - 1.11.24 AP

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 703 - PW OPERATIONS					
ETS TRANSMISSION	2640	01/11/2024	TRANSMISSION REBUILD IN ...	703-739-52099	4,528.00
Fund 703 - PW OPERATIONS Total:					4,528.00
Grand Total:					4,528.00

Fund Summary

Fund	Expense Amount
703 - PW OPERATIONS	4,528.00
Grand Total:	4,528.00

Account Summary

Account Number	Account Name	Expense Amount
703-739-52099	Equipment Operations	4,528.00
Grand Total:		4,528.00

Project Account Summary

Project Account Key	Expense Amount
None	4,528.00
Grand Total:	4,528.00



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Packet: APPKT00905 - AP 1.12.24

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
COLUMBIA COUNTY TREASU...	01.09.24	01/10/2024	JAIL ASSESSMENT	100-000-20900	101.39
COLUMBIA COUNTY TREASU...	01.09.24	01/10/2024	COUNTY ASSESSMENT	100-000-20900	268.74
COLUMBIA COUNTY TREASU...	01.09.24	01/10/2024	CITY COURT COSTS DEDUCT...	100-000-36002	-37.01
RICHARD E OBERDORFER	01.09.24	01/10/2024	JUDICIAL SERVICES 1.4.24	100-704-52019	700.00
TYLER TECHNOLOGIES INC	025-450769	01/10/2024	INSITE TRAN FEE UB	100-707-52019	18,923.50
TYLER TECHNOLOGIES INC	025-451177	01/10/2024	UB NOTIFICATION CALLS	100-707-52019	26.10
OREGON DEPARTMENT OF R...	1.9.24	01/10/2024	MISD SURCHARGE	100-000-20800	3.57
OREGON DEPARTMENT OF R...	1.9.24	01/10/2024	STATE	100-000-20800	45.00
OREGON DEPARTMENT OF R...	1.9.24	01/10/2024	STATE MISD	100-000-20800	296.00
OREGON DEPARTMENT OF R...	1.9.24	01/10/2024	STATE VIOLATION	100-000-20800	743.00
OREGON DEPARTMENT OF R...	1.9.24	01/10/2024	STATE DUII DIVERSION	100-000-20800	382.00
OREGON DEPARTMENT OF R...	1.9.24	01/10/2024	UNITARY	100-000-20800	158.63
OREGON DEPARTMENT OF R...	1.9.24	01/10/2024	STATE COURT FACILITY	100-000-20800	14.00
OREGON DEPARTMENT OF R...	1.9.24	01/10/2024	LEMLA	100-000-20800	10.00
JOHNSON CONTROLS FIRE P...	23635517	01/10/2024	SPRINKLER TEST & INSPECT	100-706-52023	865.16
ORKIN	24970028	01/10/2024	375 S 18TH ST LIBRARY	100-706-52023	100.00
TROTTER & MORTON FACILI...	81600	01/10/2024	C11165 HVAC POLICE	100-705-52023	1,115.25
TROTTER & MORTON FACILI...	81607	01/10/2024	G10115 LIBRARY HVAC	100-706-52023	2,350.50
MOLLY MATCHAK	04	01/08/2024	JANITORIAL SERVICES	100-705-52023	1,190.00
MOLLY MATCHAK	04	01/08/2024	REIMBURSE LIBERTY MUTUAL...	100-715-52023	142.83
MOLLY MATCHAK	04	01/08/2024	JANITORIAL SERVICES	100-715-52023	1,435.00
PATI RUIZ -	1.4.24	01/08/2024	REIMBURSE OFFICE SUPPLIES	100-705-52001	144.63
CARDINAL SERVICES INC	1232115	01/08/2024	TEMPORARY EMPLOYMENT	100-706-52023	733.16
CARDINAL SERVICES INC	1232115	01/08/2024	TEMPORARY EMPLOYMENT	100-709-52023	186.20
HUDSON GARBAGE SERVICE	13751023S046	01/08/2024	1554- TRASH PUBLIC LIBRARY	100-706-52003	93.52
HUDSON GARBAGE SERVICE	13751222S046	01/08/2024	7539- TRASH CITY HALL 265 ...	100-715-52023	241.60
HUDSON GARBAGE SERVICE	13751223S046	01/08/2024	2046-1287547 - POLICE GAR...	100-705-52023	125.14
HUDSON GARBAGE SERVICE	13751225S046	01/08/2024	7598- TRASH MCCORMICK A...	100-708-52023	611.80
HUDSON GARBAGE SERVICE	13751226S046	01/08/2024	7601-TRASH PUBLIC CANS PL...	100-715-52023	132.48
HUDSON GARBAGE SERVICE	13751227S046	01/08/2024	7636- TRASH COL VIEW PARK...	100-708-52023	214.34
HUDSON GARBAGE SERVICE	13751734S046	01/08/2024	5273- TRASH REC CENTER C...	100-709-52023	81.52
MORE POWER TECHNOLOGY...	15783	01/08/2024	PREMIUM AGREEMENT MO...	100-712-52019	9,887.17
CHAVES CONSULTING INC	213238	01/08/2024	MONTHLY USER FEE PER USE...	100-702-52019	185.10
MARK COMFORT	240102	01/08/2024	CLEAN-UP HOMELESS CAMPS	100-708-52019	605.00
STEVEN R SCHARFSTEIN	29	01/08/2024	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN R SCHARFSTEIN	30	01/08/2024	COURT ATTORNEY FEES	100-704-52019	200.00
TYLER BUSINESS FORMS	90792	01/08/2024	TAX END OF YEAR FORMS W...	100-707-52001	89.65
WEX BANK	93988245	01/08/2024	POLICE FUEL PURCHASES	100-705-52022	4,815.78
WEX BANK	93988245	01/08/2024	PLANNING 7782 FUEL PURC...	100-710-52022	42.69
WEX BANK	93988245	01/08/2024	BUILDING FUEL PURCHASES ...	100-711-52022	56.76
ENTERPRISE FM TRUST	FBN4942210	01/08/2024	596107 BUILDING	100-711-52097	522.55
DAHLGREN'S DO IT BEST BUI...	12.29.23	01/09/2024	BUILDING SUPPLIES ACCT 10...	100-709-52023	19.98
ACE HARDWARE - ST. HELENS	12.31.23 60174	01/09/2024	ACE MATERIALS ACCT 60174	100-708-52001	0.33
ACE HARDWARE - ST. HELENS	12.31.23 60176	01/09/2024	MATERIALS ACE ACCT 60176 ...	100-705-52023	15.99
ACE HARDWARE - ST. HELENS	12.31.23 60176	01/09/2024	MATERIALS ACE ACCT 60176 ...	100-708-52001	-14.45
ACE HARDWARE - ST. HELENS	12.31.23 60176	01/09/2024	MATERIALS ACE ACCT 60176 ...	100-708-52001	50.93
ACE HARDWARE - ST. HELENS	12.31.23 60176	01/09/2024	MATERIALS ACE ACCT 60176 ...	100-708-52023	9.44
ACE HARDWARE - ST. HELENS	12.31.23 60176	01/09/2024	MATERIALS ACE ACCT 60176 ...	100-709-52023	36.13
ACE HARDWARE - ST. HELENS	12.31.23 60177	01/09/2024	ACE ACCT 60177 MATERIALS	100-705-52023	12.56
ACE HARDWARE - ST. HELENS	12.31.23 60177	01/09/2024	ACE ACCT 60177 MATERIALS...	100-705-52023	-1.26
ACE HARDWARE - ST. HELENS	12.31.23 60181	01/09/2024	ACE MATERIALS ACCT 60181	100-706-52023	15.98
SUNSET AUTO PARTS INC - N...	12.31.23	01/09/2024	AUTO PARTS ACCT 6355-FIRE...	100-706-52023	98.78
STAPLES BUSINESS CREDIT	1653047670	01/09/2024	OFFICE SUPPLES	100-704-52001	23.94

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STAPLES BUSINESS CREDIT	1653047670	01/09/2024	OFFICE SUPPLES	100-707-52001	3.94
STAPLES BUSINESS CREDIT	1653047670	01/09/2024	OFFICE SUPPLES	100-715-52001	136.32
COLUMBIA COUNTY TRANSF...	8402	01/09/2024	DUMP FEES ACCT 0017	100-708-52023	143.26
METRO PRESORT	IN662122	01/09/2024	UB BILL PRINTING	100-707-52008	4,115.36
Fund 100 - GENERAL FUND Total:					52,669.98
Fund: 201 - VISITOR TOURISM					
DAHLGREN'S DO IT BEST BUI...	12.29.23	01/09/2024	BUILDING SUPPLIES ACCT 10...	201-000-52028	3.49
Fund 201 - VISITOR TOURISM Total:					3.49
Fund: 202 - COMMUNITY DEVELOPMENT					
JORDAN RAMIS PC ATTORNE...	215325	01/10/2024	GENERAL ENVIRONMENTAL	202-722-52019	4,760.00
OTAK INC	000122300446	01/08/2024	1ST AND STRAND ST P 01982...	202-723-53102	9,327.30
OTAK INC	000122300520	01/08/2024	1ST AND STRAND ST P 01982...	202-723-53102	3,939.49
RACHAEL BARRY -	01.08.24	01/08/2024	REFRESHMENTS FOR OPEN ...	202-721-52011	53.76
MAUL FOSTER ALONGI INC	58152	01/08/2024	WWTP LAGOON ON CALL SE...	202-726-52019	2,151.25
Fund 202 - COMMUNITY DEVELOPMENT Total:					20,231.80
Fund: 203 - COMMUNITY ENHANCEMENT					
CARDINAL SERVICES INC	1232115	01/08/2024	TEMPORARY EMPLOYMENT	203-709-52028	2,448.22
NICK S CLARK MASONRY INC	75	01/08/2024	FINAL PAYMENT FOR COMPL...	203-708-52040	1,419.52
Fund 203 - COMMUNITY ENHANCEMENT Total:					3,867.74
Fund: 205 - STREETS					
ACE HARDWARE - ST. HELENS	12.31.23 60181	01/09/2024	ACE MATERIALS ACCT 60181	205-000-52001	55.14
Fund 205 - STREETS Total:					55.14
Fund: 601 - WATER					
ACE HARDWARE - ST. HELENS	12.31.23 60181	01/09/2024	ACE MATERIALS ACCT 60181...	601-731-52001	-19.98
ACE HARDWARE - ST. HELENS	12.31.23 60181	01/09/2024	ACE MATERIALS ACCT 60181	601-731-52001	123.53
SUNSET AUTO PARTS INC - N...	12.31.23	01/09/2024	AUTO PARTS ACCT 6355	601-731-52001	8.43
Fund 601 - WATER Total:					111.98
Fund: 603 - SEWER					
CARDINAL SERVICES INC	1232115	01/08/2024	TEMPORARY EMPLOYMENT	603-736-52023	93.10
HUDSON GARBAGE SERVICE	13751111S046	01/08/2024	8333- TRASH WWTP 451 PL...	603-736-52023	150.51
HUDSON GARBAGE SERVICE	13751111S046	01/08/2024	8333- TRASH WWTP 451 PL...	603-737-52023	150.50
EMMERT CHEVERLET BUICK ...	142047	01/08/2024	KEY	603-736-52001	4.90
EMMERT CHEVERLET BUICK ...	142047	01/08/2024	KEY	603-737-52001	4.89
DAHLGREN'S DO IT BEST BUI...	12.29.23	01/09/2024	BUILDING SUPPLIES ACCT 10...	603-735-52001	638.88
ACE HARDWARE - ST. HELENS	12.31.23 60180	01/09/2024	MATERIALS ACE ACCT 60180	603-736-52001	26.97
ACE HARDWARE - ST. HELENS	12.31.23 60180	01/09/2024	MATERIALS ACE ACCT 60180	603-737-52001	26.97
COLUMBIA COUNTY TRANSF...	8402	01/09/2024	DUMP FEES ACCT 0017	603-735-52019	25.96
Fund 603 - SEWER Total:					1,122.68
Fund: 605 - STORM					
ACE HARDWARE - ST. HELENS	12.31.23 60180	01/09/2024	MATERIALS ACE ACCT 60180	605-000-52001	15.98
ACE HARDWARE - ST. HELENS	12.31.23 60180	01/09/2024	MATERIALS ACE ACCT 60180...	605-000-52001	-7.50
Fund 605 - STORM Total:					8.48
Fund: 703 - PW OPERATIONS					
TROTTER & MORTON FACILI...	81564	01/10/2024	C10245	703-734-52023	285.50
HUDSON GARBAGE SERVICE	13751224S046	01/08/2024	7555- TRASH PW 984 OR ST	703-734-52023	121.28
MARK COMFORT	240102	01/08/2024	CLEAN-UP HOMELESS CAMP...	703-734-52019	620.00
WEX BANK	93988245	01/08/2024	RED ESCAPE ENGINEERING 7...	703-733-52022	45.67
WEX BANK	93988245	01/08/2024	PW CHEROKEE 5478	703-734-52022	606.65
ENTERPRISE FM TRUST	FBN4942203	01/08/2024	ENTERPRISE FLEET LEASE & ...	703-734-52097	783.13
DAHLGREN'S DO IT BEST BUI...	12.29.23	01/09/2024	BUILDING SUPPLIES ACCT 10...	703-734-52001	26.75
DAHLGREN'S DO IT BEST BUI...	12.29.23	01/09/2024	BUILDING SUPPLIES ACCT 10...	703-734-52023	13.29
ACE HARDWARE - ST. HELENS	12.31.23 60174	01/09/2024	ACE MATERIALS ACCT 60174...	703-739-52001	-0.73
ACE HARDWARE - ST. HELENS	12.31.23 60174	01/09/2024	ACE MATERIALS ACCT 60174	703-739-52120	6.99
ACE HARDWARE - ST. HELENS	12.31.23 60176	01/09/2024	MATERIALS ACE ACCT 60176 ...	703-739-52023	26.99
SUNSET AUTO PARTS INC - N...	12.31.23	01/09/2024	AUTO PARTS ACCT 6355	703-739-52099	43.96
COLUMBIA COUNTY TRANSF...	8402	01/09/2024	DUMP FEES ACCT 0017	703-739-52023	35.02

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA COUNTY TRANSF...	8402	01/09/2024	DUMP FEES ACCT 0017	703-739-52120	40.33
Fund 703 - PW OPERATIONS Total:					2,654.83
Fund: 704 - FACILITY MAJOR MAINTNANCE					
TROTTER & MORTON FACILI...	81607	01/10/2024	G10115 LIBRARY HVAC	704-000-53013	1,567.00
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					1,567.00
Grand Total:					82,293.12

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	52,669.98
201 - VISITOR TOURISM	3.49
202 - COMMUNITY DEVELOPMENT	20,231.80
203 - COMMUNITY ENHANCEMENT	3,867.74
205 - STREETS	55.14
601 - WATER	111.98
603 - SEWER	1,122.68
605 - STORM	8.48
703 - PW OPERATIONS	2,654.83
704 - FACILITY MAJOR MAINTNANCE	1,567.00
Grand Total:	82,293.12

Account Summary

Account Number	Account Name	Expense Amount
100-000-20800	Court - State Assessment	1,652.20
100-000-20900	Court - County Assessm...	370.13
100-000-36002	Fines - Court	-37.01
100-702-52019	Professional Services	185.10
100-704-52001	Operating Supplies	23.94
100-704-52019	Professional Services	1,100.00
100-705-52001	Operating Supplies	144.63
100-705-52022	Fuel	4,815.78
100-705-52023	Facility Maintenance	2,457.68
100-706-52003	Utilities	93.52
100-706-52023	Facility Maintenance	4,163.58
100-707-52001	Operating Supplies	93.59
100-707-52008	Printing	4,115.36
100-707-52019	Professional Services	18,949.60
100-708-52001	Operating Supplies	36.81
100-708-52019	Professional Services	605.00
100-708-52023	Facility Maintenance	978.84
100-709-52023	Facility Maintenance	323.83
100-710-52022	Fuel	42.69
100-711-52022	Fuel	56.76
100-711-52097	Enterprise Fleet	522.55
100-712-52019	Professional Services	9,887.17
100-715-52001	Operating Supplies	136.32
100-715-52023	Facility Maintenance	1,951.91
201-000-52028	Projects & Programs	3.49
202-721-52011	Public Engagement	53.76
202-722-52019	Professional Services	4,760.00
202-723-53102	Downtown Infrastructure	13,266.79
202-726-52019	Professional Services	2,151.25
203-708-52040	Veteran's Memorial	1,419.52
203-709-52028	Projects & Programs	2,448.22
205-000-52001	Operating Supplies	55.14
601-731-52001	Operating Supplies	111.98
603-735-52001	Operating Supplies	638.88
603-735-52019	Professional Services	25.96
603-736-52001	Operating Supplies	31.87
603-736-52023	Facility Maintenance	243.61
603-737-52001	Operating Supplies	31.86
603-737-52023	Facility Maintenance	150.50
605-000-52001	Operating Supplies	8.48
703-733-52022	Fuel	45.67
703-734-52001	Operating Supplies	26.75
703-734-52019	Professional Services	620.00
703-734-52022	Fuel	606.65
703-734-52023	Facility Maintenance	420.07

Account Summary

Account Number	Account Name	Expense Amount
703-734-52097	Enterprise Fleet	783.13
703-739-52001	Operating Supplies	-0.73
703-739-52023	Facility Maintenance	62.01
703-739-52099	Equipment Operations	43.96
703-739-52120	Facility Maintenance Ot...	47.32
704-000-53013	Capital Outlay - Library	1,567.00
Grand Total:		82,293.12

Project Account Summary

Project Account Key	Expense Amount
None	82,293.12
Grand Total:	82,293.12