



COUNCIL REGULAR SESSION

Wednesday, August 16, 2023 at 7:00 PM

COUNCIL MEMBERS:

Mayor Rick Scholl
Council President Jessica Chilton
Councilor Mark Gundersen
Councilor Brandon Sundeen
Vacant Position

LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)

Website | www.sthelensoregon.gov

Email | kpayne@sthelensoregon.gov

Phone | 503-397-6272

Fax | 503-397-4016

AGENDA

CALL REGULAR SESSION TO ORDER

PLEDGE OF ALLEGIANCE

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

AWARD BID AND/OR CONTRACT

- [1.](#) Award Bid to Emery & Sons Construction Inc. for Progressive Design Build Services for the Replacement of the 2.0MG Reservoir and Authorize the Public Works Director to Negotiate a Final Scope of Work and Cost based on the Contractor's Design-Build Proposal

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

- [2.](#) Performance Agreement with Oregon Department of Energy for Grant for Solar at the New Public Safety Building
- [3.](#) Extension of Agreement with Structural Nexus LLC for Structural Plan Review Services

CONSENT AGENDA FOR ACCEPTANCE

- [4.](#) Planning Commission Minutes dated July 11, 2023

CONSENT AGENDA FOR APPROVAL

- [5.](#) Council Minutes dated July 19, 2023
- [6.](#) 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/85424097891?pwd=TGJ6V1dIL1gxK1BWS3RHVFA3ZU0xUT09>

Meeting ID: 854 2409 7891

Passcode: 271519

Dial: 669-444-9171

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.

COUNCIL ACTION SHEET

To:	The Mayor and Members of City Council	
From:	Mouhamad Zaher, Public Works Director	
Date:	August 16, 2023	
Subject:	Progressive Design Build Services for Replacement of 2.0 MG Reservoir	

Background: The existing 2.0 Million Gallon Reservoir at 35259 Pittsburg Road is the oldest of five reservoirs that serve St. Helens. The reservoir is a partially buried, concrete tank with a panelized domed metal roof. The concrete wall and floor structure is over 94 years old and has experienced localized spalling and cracking to be expected with the age of the structure. Over the past several years, the reservoir has also experienced an increase leaking.

In 2008 the reservoir was inspected, and the floor joints and several locations of the wall were identified for repair. In 2009 the caulking in the expansion joints was replaced and the portions of the wall where leaks had been identified were removed and replaced.

While the repairs made in 2009 made some improvements in the leakage, the reservoir continued to experience a leakage rate of over 16,000 gallons per day. Because of the reservoir's hydraulic connection to the adjacent 2.5 Million Gallon Reservoir, it was advantageous to the City preserve the life of the 2.0 MG Reservoir for as long as possible. Applying a waterproof coating to the interior of the reservoir was selected as the most cost-effective solution to address the leakage and extend the life of the structure.

In 2017, the reservoir's entire interior surface was rehabilitated with a coating system which began with a 20-mil application of Reactamine 760 coating which was overlaid with a non-woven geotextile fabric which was then fastened to the reservoir's concrete surface with stainless steel threaded bolts. A final coating of 60 mils of Reactamine 760 was applied directly to the fabric and over the bolts to form a monolithic leak-proof barrier inside the reservoir. However, immediately after installation of the membrane system, the reservoir exhibited severe leakage at a rate of approximately 74,000 gallons per day. After multiple repairs and testing, the leakage rate of the reservoir has remained at a steady 44,000 gallons per day, so the reservoir was taken offline. The City's updated Water Master Plan has identified a water storage deficit for St. Helens with this reservoir offline.

In 2021 the City hired a forensic engineering consultant to analyze the conditions that promoted the failure of the coating system, formulate an expert opinion as to the cause of failure, and make recommendations for repair. The recommendations received from the forensic engineer was,

- (1) remove the liner system completely, enhance integrity of concrete surface with an epoxy coat or parge coat and apply a waterproofing membrane, or
- (2) abandon the existing structure and construct a new structure within the existing.

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After consultation and review, it was decided that the best course of action would be to abandon the existing structure and construct a new structure within the existing structure's footprint. The objective of the replacement of the reservoir is to design and build a new reservoir facility to replace the existing reservoir that will meet the current water storage and operational needs at the best possible value to the City of St. Helens.

On June 7, 2023, the City began the solicitation process to request proposals from experienced Design-Build (DB) teams with demonstrated experience in the design and construction of water storage reservoirs for the replacement of the 2.0 MG Reservoir. The DB team will be required to analyze existing site infrastructure, make recommendations for replacement, and perform the design and construction of a new water storage reservoir to replace the existing 2MG concrete reservoir at the same site location.

The Work under the progressive design-build contract will be divided into two phases:

- Phase 1 – Design and Preconstruction Phase
- Phase 2 – Construction Phase

During the Phase 1, the Design-Builder will be required to perform preliminary engineering; develop and advance the design in accordance with City requirements; progress the permit drawings/specifications for the project to construction documents; participate in on-going community engagement process, as necessary; and develop a GMP (Guaranteed Maximum Price) for the project, including obtaining quotes from trade subcontractors based on the approved design documents. Construction and construction administration services for early authorized work (e.g., abatement, demolition, and grading) may also occur during this phase.

Phase 2 will advance the project to construction and the Design-Builder will be required to provide construction and construction administration services to demolish or partially demolish the existing reservoir, construct a new water storage reservoir at the site, and perform all work necessary to successfully execute the Work, including grading, the disassembly and disposal of all or portions of the existing reservoir, protection of existing systems and the of the adjacent reservoir; the installation of level sensors, piping, fittings, and other appurtenances to connect the new reservoir to the water system.

On July 11, 2023, The City received a total of three (3) proposals in response to the RFP for Progressive Design Build Services for the Replacement of the City's 2MG Reservoir. Proposals were received from the following firms:

- Emery and Sons Construction Group, LLC
- The Saunders Company
- Tapani Inc.

After reviewing the proposals, interviewing the design-build teams, and contacting references on past projects, Emery and Sons Construction Group, LLC was determined to have the experience and resources needed to provide the successful replacement of the City's 2.0 MG Reservoir.

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The 2.0 MG Reservoir project is identified in the City's Water Master Plan. The project funding will come from local funds budgeted for the project and from DEQ Safe Drinking Water Loan funds. The project is estimated at \$4.5M.

Recommendation: Award the project for progressive design build services for the replacement of the City's 2.0 Million Gallon Reservoir at 35259 Pittsburg Road to Emery and Sons Construction and authorize the Public Works Director to negotiate a final Scope of Work and cost based on the Contractor's design-build proposal.

**STATE OF OREGON DEPARTMENT OF ENERGY
PERFORMANCE AGREEMENT
(Community Renewable Energy Grant Program)**

This Agreement is between the State of Oregon, acting by and through its Department of Energy, hereinafter referred to as "Agency," and The City of St. Helens, hereinafter referred to as "Grantee."

Administrators of this Agreement are:

GRANTEE		AGENCY	
Administrator:	Jennifer Dimsho	Administrator:	Pandian Krishnaswamy
Title:	Community Development Project Manager	Title:	Energy Services Manager
Address:	265 Strand Street St. Helens, OR 97051	Address:	550 Capitol Street NE Salem, OR 97301
Phone:	(503) 366-8207	Phone:	(503) 378-4040
Fax:		Fax:	
Email:	jdimsho@sthelensoregon.gov	Email:	community.grants@energy.oregon.gov
Federal ID #:	1936002248/000		

AGREEMENT

- 1. Authority.** This Agreement is authorized by Oregon Laws 2021, chapter 508, sections 29 through 32 (House Bill 2021 and Oregon Administrative Rule Chapter 330 Division 250.
- 2. Definitions.**

"Community renewable energy project" means one or more renewable energy systems, storage systems, microgrids or energy-related infrastructure that promote energy resilience, increase renewable energy generation or renewable energy storage capacity and provide a direct benefit to a particular community in the form of increased community energy resilience, local jobs, economic development or direct energy costs savings to families and small businesses.

"Partner" means an entity listed as a partner to an eligible applicant on an application for a grant award. A partner may be a federally recognized Oregon Indian tribe, public body, nonprofit entity, private business with a business site in Oregon, or owner of a rental property in Oregon.

"Planning costs" means the costs related to planning paid by an applicant described under Oregon Laws 2021, chapter 508, section 30.

"Project cost" means the actual cost of the acquisition, construction and installation of a renewable energy system incurred by an applicant, before considering utility incentives.

"Renewable energy system" includes:

- (a) A system that uses biomass, solar, geothermal, hydroelectric, wind, landfill gas, biogas or wave, tidal or ocean thermal energy technology to produce energy.

(b) One or more energy storage systems paired with an existing or newly constructed system described in paragraph (a) of this section.

(c) One or more vehicle charging stations paired with an existing or newly constructed system described in paragraph (a) of this section.

(d) Microgrid enabling technologies paired with an existing or newly constructed system described in paragraph (a) of this section, including microgrid controllers and any other related technologies needed to electrically isolate a community energy resilience project from the electric grid so that the project is capable of operating independently from the electric grid.

3. Effective Date and Duration. This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). Grantee shall have 30 calendar days from the date on which this performance agreement is provided to Grantee to accept the performance agreement. Grantee’s failure to accept this performance agreement by the deadline may cause rejection of the grant application and the performance agreement may be terminated. Unless earlier terminated, amended or extended, this Agreement shall expire **12 months from the execution date**.

4. Agreement Documents. This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all Exhibits, Exhibit A (Project Description), Exhibit B (Agency’s Opportunity Announcement #22-017), Exhibit C (Reporting Forms), Exhibit D (Financial Reporting Guidance) and Exhibit E (Grantee’s Application). Exhibits A, C and D are attached hereto, Exhibit C is also available online through the online reporting portal, Exhibit B is available to view online on Agency’s website, and Exhibit E is available from the online application portal for the Community Renewable Energy Grant program. All Exhibits are incorporated herein by this reference.

5. Grant. In accordance with the terms and conditions of this Agreement, Agency shall provide Grantee an amount not to exceed **\$94,585** (“Grant” or “Grant Monies”) for the purpose of planning the Community Renewable Energy Project described in Exhibit A (the “Project”). Agency shall pay Grantee from monies dedicated from the Community Renewable Investment Fund. Disbursement of Grant Monies is contingent, as of the time of disbursement, on Agency having received sufficient expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.

6. Reporting.

a. Quarterly Reporting. Grantee must submit Quarterly Reports beginning the first calendar quarter following the Effective Date of this Agreement and each calendar quarter thereafter until the Project planning is complete. Reports are due by the 15th day of the month immediately following the end of each quarter (January 15th, April 15th, July 15th, October 15th). Quarterly Reports shall be submitted using the Quarterly Report Form in the online reporting portal, as it may be modified from time to time by Agency.

b. Final Report. Grantee must submit a Final Report promptly after completion of the project planning, and before receiving final payment of funds from Agency. The Final Report must be submitted using the Final Report Form provided in online reporting portal, as it may be modified from time to time by Agency, and must be accompanied by the information described below.

- 1.** A copy of the plan completed under this performance agreement which must include a proposal for developing a community renewable energy project that provides at a minimum the following details:

- A description of how consultation with the following groups was incorporated into the planning:
 - Members of qualifying communities served by the proposed community renewable energy project;
 - Businesses located in the communities served by the proposed community renewable energy project;
 - Electric utilities that have customers in the communities served by the proposed community renewable energy project; and
 - Other regional stakeholders.
 - A description of the project that includes the following information:
 - An assessment of the suitability of the site.
 - A detailed description of the project including type and quantity of equipment, how the system will integrate into existing site or building conditions and any additional work needed.
 - If the project is for generating renewable energy:
 - Technical specifications of the selected technology.
 - Nameplate capacity (KW) of the entire project.
 - Projected amount of net energy the project will generate, in KWh per year for electricity generation or Btu for other types of energy.
 - A renewable resource assessment demonstrating adequate renewable resource availability for the proposed system operations that includes the data collected to support the assessment and any assumptions made.
 - If the project is for energy storage:
 - Technical specifications of the selected technology.
 - Nameplate power storage capacity in KW.
 - Projected amount of net energy the project will supply, in KWh per year.
 - Duration the project will provide backup for selected purposes.
 - Proposed operational use cases for the energy storage project.
 - A project management plan that includes:
 - A detailed construction plan and project schedule.
 - A description of who would manage the planning, construction, and system start-up.
 - If applicable, a description of the community resilience aspects of the project.
 - A project budget that includes:
 - The anticipated total project cost with an itemized list of costs.
2. An account of total Planning Costs that identifies all funding sources and includes receipts, paid invoices, cancelled checks (if applicable), and bank loan or promissory note documentation. It should also include an itemized list of equipment and incurred Planning Costs. Reasonable Planning Costs itemized may include, but is not limited to, costs associated with:
1. Consulting fees, including design and engineering;
 2. Load analysis;
 3. Siting, excluding property acquisition;
 4. Ensuring code compliance;
 5. Interconnection studies;
 6. Transmission studies; and

7. Other expenditures, summarized by purpose

If the total Planning Costs are \$50,000 or more, Grantee must also include an independent Certified Public Accountant's attestation to the validity and accuracy of the account.

3. If a description of how disadvantaged business enterprises, emerging small businesses, or businesses that are owned by minorities, women, or disabled veterans would be involved in the planning of the Project was provided in the application, Grantee must provide proof of their involvement, including the amount of involvement they had, or a statement of why they were not involved.
4. If they pay property taxes, proof that Grantee or owner of the proposed Project's location, if other than Grantee, is current on the property taxes for the Project's location.

7. Disbursement and Recovery of Grant.

a. Disbursement.

If requested by the Grantee, the Agency shall disburse up to 30 percent of the Grant Monies to Grantee upon execution of this performance agreement.

Agency shall disburse, the remaining Grant Monies, up to 100 percent of the Grant Monies, to Grantee following completion of the planning of the Community Renewable Energy Project and receipt and approval of a Final Report meeting the requirements of Section 6(b) and Exhibit C, subject to the following conditions:

1. Agency shall not disburse an amount that exceeds the actual Planning Costs.
2. Agency shall not disburse an amount that exceeds 100 percent of the Planning Costs, when combined with other incentives or grants available to Grantee.
3. Grantee has complied with all the terms and conditions of this Agreement.

Agency may audit all documentation relating to the Project prior to disbursement. Planning is considered complete upon the completion of the project plan document. Agency will communicate audit findings within 60 days and Grantee will have 60 days to respond to audit findings.

- b. Allowable Costs.** The Grant is for planning the Project. Grant funds may be used only for eligible costs described in OAR 330-250-0050 and shall not be used to cover any fixed costs the Grantee would incur in the normal course of business or for any other purpose not described in OAR 330-250-0050. No Grant Monies will be disbursed for any changes to the Project planning unless such changes are approved by Agency by Amendment pursuant to Section 13.b hereof.
- c. Recovery of Grant Monies.** Grantee shall repay Agency all Grant Monies if Grantee has not cured any default under Section 11 hereof within 30 days of notice of default by Agency, or such other longer period as may be set by Agency in its notice of default. Agency's notice that Grantee is in default shall specify a deadline for the repayment of the Grant Monies.

8. Representations and Warranties of Grantee. Grantee represents and warrants to Agency as follows:

a. Organization and Authority. Grantee is a:

- ☐ Federally recognized Oregon Indian tribe
- ☒ Public body
- ☐ Consumer-owned Utility

Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement: (1) have been duly authorized by all necessary action of Grantee, (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's organizational documents, and (3) do not and will not result in the breach of, or constitute a default or require any consent under, any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

- b. Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. Location of System.** The Project will be permanently located in Oregon.
- d. Authorizations.** Grantee will obtain all applicable licenses, permits, or other authorizations that are required for planning the Project and will comply with applicable federal, state, and local laws and regulations.
- e. Full Disclosure.** Grantee has disclosed in writing to Agency all material facts related to planning the Project or the ability of Grantee to plan the Project. Grantee has made no false statements of fact to Agency, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement and Grantee's application for the Grant is true and accurate in all respects.
- f. Release of relevant information.** The Grantee authorizes any incentivizing entity outside of the department to release all relevant information on this project and associated planning to the department. This includes, but is not limited to, project information, incentives offered and received, and inspection results.

The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

9. Certain Covenants of Grantee.

- a. Grant Monies.** Grantee shall vigilantly safeguard the Grant Monies received hereunder and maintain financial controls sufficient to protect such monies and ensure that the Grant Monies are used solely for the planning of the Project.
- b. Completion.** The planning of the Project shall be completed within 6 months of the Effective Date of this Agreement. Planning of the Project is complete upon the completion of the project plan document.

10. Records Maintenance and Access.

- a. Access to Records.** Grantee acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such

financial records and other books, documents, papers, plans, records of shipments and payments and writings of Grantee that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, transcripts, and copies.

- b. Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, plans, records, and writings, that are directly related to this Agreement, the Grant Monies or the Project for a minimum of 6 years, or such longer period as may be required by applicable law, following the later of (1) termination or expiration of this Agreement or (2) the date of the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

11. Default. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

- a.** Grantee fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein;
- b.** Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Agency to monitor planning of the Project, the expenditure of Grant Monies or the performance by Grantee is untrue in any material respect when made;
- c.** The Director of the Oregon Department of Energy determines that Grantee has violated the provisions of Oregon Laws 2021, chapter 508, sections 29 through 32 (House Bill 2021), and applicable rules;
- d.** Grantee (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or any substantial portion of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), (v) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vi) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), or (vii) takes any action for the purpose of effecting any of the foregoing; or
- e.** A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Grantee is entered in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect).
- f. Remedies upon Default.** Upon the occurrence of Grantee's default under Section 11. b., d. or e, or if Grantee's default under Section 11.a. or c. is not cured within 30 calendar days of written notice thereof to Grantee from Agency or such longer period as Agency may authorize in its sole discretion, Agency may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of Agency's obligation to make the Grant under this Agreement, return of the Grant Monies, payment of interest earned on the Grant Monies, and declaration of ineligibility for the receipt of future grant awards from Agency. If, as a result of

Grantee's default, Agency demands return of the Grant Monies or payment of interest earned on the Grant Monies, Grantee shall pay the amount upon Agency's demand in accordance with Section 7.

- g. Failure to meet timeline.** If a grantee fails, or expects to fail, to complete planning of the Project within the six months of the execution date of this agreement, or fails to submit all final reporting requirements within the time frame specified in this agreement, the grantee must notify the department in writing in a timely manner and no later than one month after the six month deadline and prior to the expiration date of this agreement. The notification must describe the cause of the delay, measures taken by the grantee to resolve the delay, and a revised timeline for completing the planning. If the director determines that the grantee has demonstrated good cause for the delay, the department, in its sole discretion, may agree to an extended deadline. If the director determines that the grantee has not demonstrated good cause for the delay, the department may terminate the performance agreement and recover any grant moneys released to the applicant.

12. Termination.

- a. Termination for Convenience.** Either party may terminate this Agreement at any time prior to the expiration date of this Agreement upon 15 days of written notice to the other party. Upon termination under this Section 12.a by Grantee, Grantee shall repay Agency all amounts disbursed by Agency to Grantee under this Agreement. Upon termination by Agency, Agency will not be obligated to make payments for any work not completed by Grantee as of the date of the Notice of Termination.
- b. Agency Termination.** Agency may terminate this Agreement:
1. Immediately upon written notice to Grantee, if Agency does not obtain sufficient funding and expenditure authorizations to allow Agency to meet its payment obligations under this Agreement.
 2. Immediately upon written notice to Grantee if state or federal laws, regulations, or guidelines are modified, changed or interpreted in such a way that Agency does not have the authority to provide Grant Monies for planning the Project or no longer has the authority to provide the Grant Monies from the funding source it had planned to use.

13. General Provisions.

- a. Indemnification.** Grantee shall indemnify, defend (subject to ORS chapter 180), and hold harmless the State of Oregon and Agency and their officers, employees, and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of or relating to the activities of the Grantee or Grantee's officers, employees, sub-contractors, or agents under this Agreement.
- b. Amendments.** This Agreement may be amended only by a written instrument signed by both parties. Any such amendment is effective only when fully executed and approved as required by applicable law. Requests for amendments must follow the process outlined in [OAR 330-250-0140](#).
- c. Participation in Similar Activities.** This Agreement in no way restricts Grantee or Agency from participating in similar activities with other public or private agencies, organizations, or individuals, except that Grant Monies may not exceed 100 percent of the Planning Costs, when combined with other incentives or grants available to Grantee.

- d. **No Third Party Beneficiaries.** The State of Oregon and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- e. **Notices.** Except as otherwise expressly provided in this Agreement, any notice to be given hereunder to a party shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to that party's Agreement Administrator at the address or number set forth on page 1 of this Agreement. Any communication or notice so addressed and mailed shall be effective 5 days after mailing. Any notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by personal delivery shall be effective when actually delivered.

Either party may designate a different Agreement Administrator or change the contact information given herein by providing notice in the manner provided in this section and such change shall be effective without need for amendment under Section 13.b.

- f. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. If a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- g. **Compliance with Law.** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the planning of the Project. All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126(2). Grantee shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any complies with, these requirements.
- h. **Public Records.** Grantee acknowledges that all information and records submitted to Agency are subject to the Oregon Public Records Law, ORS 192.311 to 192.478. If Grantee believes that any information or records it submits to Agency contain trade secrets, as defined by ORS 192.345(2), or are otherwise exempt from disclosure under the Oregon Public Records Law, Grantee must identify such information or records with particularity and describe the bases for Grantee's belief that the information or records are exempt from disclosure.

Funding from the State of Oregon may be reported on Oregon Transparency, a state agency tool available for Oregonians to learn about how state government works, taxes are used, and more. The information on this website is provided to users for general knowledge and information. It excludes data and information that is confidential, protected, or private under state and federal laws, and is unaudited.

i. Oregon False Claims Act.

1. Grantee acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by the Grantee pertaining to this Agreement that constitutes a “claim” (as defined by ORS 180.750 (1)). By its execution of this Agreement, the Grantee certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement or the System for which the Agreement work is being performed. In addition to other penalties that may be applicable, Grantee further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Grantee. Nothing in this section or this Agreement may be construed as limiting or derogating from any authority granted the Oregon Attorney General under 180.750 to 180.785.
2. Grantee shall immediately report in writing, to the Agency, any credible evidence that a principal, employee, agent, or subcontractor of the Grantee, or any sub-grantee or other person, has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Agreement or moneys paid by the Agency under this Agreement.
3. Grantee must include subsections (i) through (ii) of this section in each subcontract or sub grant the Grantee may award in connection with the performance of this Agreement. In doing so, the Grantee may not modify the terms of those subsections, except to identify the subcontractors or sub grantee that will be subject to those provisions.

j. Sensitive Information. Except for information that is already a matter of public record, Grantee shall not publish or otherwise disclose, except to Agency or as otherwise required by law, any information or data obtained hereunder from private individuals, organizations, or public agencies in a publication wherein the information or data furnished by or about any particular person or establishment can be identified, except with the written consent of such person or establishment. Unless otherwise required by law, information concerning the business of Agency, its financial affairs, and its relations with its clients and employees, as well as any other information that may be specifically classified as confidential by Agency, shall be kept confidential. Grantee shall instruct its employees and subcontractors to keep such information confidential by using the same care and discretion that they use with similar information that the Grantee designates as confidential.

k. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

l. Assignment of Agreement, Successors in Interest. Grantee shall not assign or transfer any interest in this Agreement without the prior written approval of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions, as Agency may deem necessary, including without limitation that Agency shall have reasonable access to the records and facilities of the assignee or transferee to the same extent as to the records and facilities of Grantee as described in

Section 10 hereof. No approval by Agency of any assignment or transfer shall be deemed to create any obligation of Agency in addition to those set forth in this Agreement nor will Agency's approval of an assignment or transfer relieve Grantee of any of its duties or obligations under this Agreement.

- m. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning of or to interpret this Agreement.
- n. Construction.** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.
- o. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- p. Force Majeure.** Neither Agency nor Grantee shall be held responsible for delay or default caused by fire, civil unrest, natural causes or war which is beyond, respectively, the Agency's or Grantee's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- q. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.
- r. Survival.** All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Sections 10, 13.a, and any other provisions that by their terms are intended to survive termination of this Agreement.

Signatures on following page.

THE PARTIES, by execution of this Agreement of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF ST. HELENS

By: _____
(Signature of Printed Name below)

Printed Name

Title

Date

OREGON DEPARTMENT OF ENERGY

By: _____
Danae Hammitt, Designated Procurement Officer Date

Michael Williams, Assistant Director Date

Janine Benner, Director Date

Approved for Legal Sufficiency in accordance with ORS 291.047

Template approved per email from Patrick Rowe dated 3/28/23
Assistant Attorney General

The remainder of the page is blank intentionally.

EXHIBIT A – PROJECT DESCRIPTION**Project Data**

Application ID	CG-02-191
Contact Name	Jennifer Dimsho
Organization Name	City of St. Helens
Organization Type	City
Project Type	Community Energy Planning Project OA #22-017
ODOE PA Number	#23-043

Project Scope Baseline

Project Address:	SE corner of Old Portland Road and Kaster Road, St Helens, OR 97051
Geo Coordinates [Lat/Long]	45.852050, -122.812025

Project Site Ownership and/or Control Details:	City-owned property
--	---------------------

Project Planning Partners (List all)	n/a
--------------------------------------	-----

Anticipated Project Details

System Nameplate Capacity (kW) (If known)	50-100kW (Anticipated) - Storage capacity determined during planning
System Technologies	Solar, Energy Storage, Microgrid technologies, EV Charging
Resource Description	Solar capture
Operational Use Description	Planning project for solar PV system with microgrid controlled battery storage and EV charging at city's new Public Safety Facility.
Net-metered to Utility	Yes (PGE)

Project Planning Schedule Baseline

Project Start Date (Est)	06/15/2023
Project Completion Date (Est)	12/17/2023

* Reference: [OAR 330-250-0080 \(2\)](#) & [OAR 330-250-0040 \(4\)\(a\)\(B\)](#)

Project Planning Budget Baseline

Total Planning Cost	\$ 94,585
Total Grants / Incentives / Other Funding	\$ 0
Projected ODOE Grant Award	\$ 94,585
Total Funding	\$ 94,585

* Reference: [OAR 330-250-0080 \(2\)\(5\)\(a\)\(A-G\)](#) & [OAR 330-250-0050](#)

Program Equity Priorities & Project Benefits

Information contained below taken from Grantee's application.

Involvement of and leadership by members of Environmental Justice communities	
Located in an Environmental Justice community	X
Project will serve one or more Environmental Justice communities	X
Project policy for using DBEs, Emerging SMB &/or Minority-Veteran Owned Businesses	X
Project includes community outreach and stakeholder partnerships	
Project includes an Equity Framework	
Project provides direct energy cost savings to local families and small businesses	
Project will increase Economic Development	
Project will create jobs	X
Project include Inclusive Hiring and Promotion policies	X

* Reference: [OAR 330-250-0130 \(2\)\(6\)\(j\)](#)

Notes and Definitions:

EXHIBIT C – REPORTING FORMS**Quarterly Report Form**

Grant ID:**Grantee:****Quarterly Report**

Reviewed Project Data: Yes? No?

Reviewed Project Scope Baseline: Yes? No?

Reviewed Schedule Baseline: Yes? No?

Reviewed Budget Baseline: Yes? No?

Scope Status: Remains same/Changed

If changed, provide details:

Schedule Status: On time/Not on time

If not on time, provide information:

Has planning been completed: Yes/No

If planning has completed, provide planning completion date:

Budget Status: Under budget/over budget

If not under budget, provide information:

Comments:

Final Report Form

Grant No: ODOE PA #23-043

Grantee:

Final Report

1. Was the project completed as specified in the performance agreement? Y/N
2. If project has completed, provide project completion date:

Please upload the following documentation:

1. CPA verification letter, if the total Planning Costs are \$50,000 or more.
2. A copy of the plan completed under the performance agreement which must include a proposal for developing a community renewable energy project that provides at a minimum the following details:
 - A description of how consultation with the following groups was incorporated into the planning:
 - Members of qualifying communities served by the proposed community renewable energy project;
 - Businesses located in the communities served by the proposed community renewable energy project;
 - Electric utilities that have customers in the communities served by the proposed community renewable energy project; and
 - Other regional stakeholders.
 - A description of the project that includes the following information:
 - An assessment of the suitability of the site.
 - A detailed description of the project including type and quantity of equipment, how the system will integrate into existing site or building conditions and any additional work needed.
 - If the project is for generating renewable energy:
 - Technical specifications of the selected technology.
 - Nameplate capacity (KW) of the entire project.
 - Projected amount of net energy the project will generate, in KWh per year for electricity generation or Btu for other types of energy.
 - A renewable resource assessment demonstrating adequate renewable resource availability for the proposed system operations that includes the data collected to support the assessment and any assumptions made.
 - If the project is for energy storage:
 - Technical specifications of the selected technology.
 - Nameplate power storage capacity in KW.
 - Projected amount of net energy the project will supply, in KWh per year.
 - Duration the project will provide backup for selected purposes.
 - Proposed operational use cases for the energy storage project.
 - A project management plan that includes:
 - A detailed construction plan and project schedule.

- A description of who would manage the planning, construction, and system start-up.
 - If applicable, a description of the community resilience aspects of the project.
 - A project budget that includes:
 - The anticipated total project cost with an itemized list of costs.
- 3. If a description of how disadvantaged business enterprises, emerging small businesses, or businesses that are owned by minorities, women, or disabled veterans would be involved in the planning of the Project was provided in the application, please provide proof of their involvement or a statement of why they were not involved.
- 4. If they pay property taxes, proof that Grantee or owner of the proposed Project's location, if other than Grantee, is current on the property taxes for the Project's location.
- 5. An itemized list of the incurred costs associated with:
 - Consulting fees
 - Load Analysis
 - Siting, excluding property acquisition
 - Ensuring code compliance
 - Interconnection studies
 - Transmission studies
 - Other expenditures

Financial Summary

The Grant amount is initially calculated based on Grantee's estimate of the total Planning Costs. Agency will withhold the final payment of the estimated grant funds, up to 100 percent, until submission of the Final Report. Upon receipt of the Final Report, Agency will recalculate the Grant amount using actual Planning Costs, and Agency's disbursement of the Grant Monies may be reduced as a result. So that Agency may calculate the disbursement, provide the following information:

Actual Total Planning Cost: \$
(replaces the "Estimated Planning Cost" from Grantee's application)

Other Government Incentives & Grants Available: \$
(directly related to the Project; not including this Grant; identify source(s) and amount(s))

Prepared By: Name, Title
Date Prepared: MM/DD/YYYY

EXHIBIT D**Financial Reporting Guidance**

Promptly following completion of the project planning, the Grantee must submit an account of total Planning Costs that identifies all funding sources and includes all receipts, paid invoices, cancelled checks (if applicable), and bank loan or promissory note documentation. It should also include an itemized list of equipment and incurred Planning Costs. If they pay property taxes, Grantee must also provide proof that Grantee or owner of the Project location, if other than Grantee, is current on the property taxes for the Project's location. If the total Planning Costs are \$50,000 or more, Grantee must include an independent Certified Public Accountant's attestation to the validity and accuracy of the account. The following guidance is intended to help Grantee comply with these requirements.

A. Total Planning Costs (Grantee should provide this guidance to the Certified Public Accountant responsible for verifying cost and payments.)

"Planning costs" means the costs related to planning paid by an applicant described under Oregon Laws 2021, chapter 508, section 30.

To verify the total Planning Costs that received a Community Renewable Energy Program (CREP) grant from the Oregon Department of Energy, you must be a Certified Public Accountant with a current license who is **NOT** an employee or affiliate of the Grantee or a partner listed on the grant application.

Obtain the following documents to complete your verification:

- A copy of the Grantee's Performance Agreement (the project planning must comply with all conditions of the Performance Agreement).
- All receipts, paid invoices, cancelled checks (if applicable), and bank loan or promissory note documentation that pertains to planning the Project.
- A copy of the applicable Oregon Administrative Rules (OAR). The permanent rules related to Community Renewable Energy Program grants can be found here:
<https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=6901>

Verify and document the following information:

- The actual total Planning Costs (regardless of whether the costs are eligible for CREP grants).
- The actual total **eligible** Planning Costs. These are the costs that concur with the "Project Description" in the Performance Agreement and that are eligible costs according to [OAR 330-250-0050](#).
- The total amount of the payments made by the Grantee.
- An itemization of all financial incentives and grants received for planning the Project by the Grantee or any affiliate (e.g., utility incentives, Energy Trust of Oregon incentives, federal tax credits, grants, etc.).
- The planning completion date. This is the date on which the planning document was completed.
- The date the planning was paid for in full (paid outright or loan contracts were fully executed).

B. Property Tax Status. If they pay property taxes, provide proof that Grantee or owner of the proposed Project's location, if other than Grantee, is current on the property taxes for the Project's location. This can be provided in the form of a receipt or statement indicating no balance is due.

EXTENSION OF PERSONAL SERVICES AGREEMENT

This Extension is made on August 16, 2023, between City of St. Helens, an Oregon municipal corporation (“St. Helens”), and **Structural Nexus LLC** (“Contractor”).

RECITALS

A. WHEREAS, on or about July 21, 2021, St. Helens and Contractor entered into an agreement (“Agreement”) in which Contractor agreed to provide services (“Services”) related to structural plan review services; and

B. WHEREAS, Paragraph 3 of the Agreement provides that the Agreement terminates on July 31, 2022, 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. WHERAS, on July 20, 2022, the Agreement was extended until July 31, 2023; and

D. WHEREAS, St. Helens and Contractor mutually desire to extend the term of the Agreement for an additional year.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. The termination date of the Agreement signed on or about July 21, 2021, shall be amended to reflect a **termination date of July 31, 2024**, unless earlier terminated according to the terms of the Agreement.

2. All other terms and conditions of the Agreement, as previously amended, shall remain in full force and effect other than as specifically amended herein.

ST. HELENS:

CITY OF ST. HELENS, an Oregon
municipal corporation

By: _____

Name: _____

Its: _____

CONTRACTOR:

STRUCTURAL NEXUS LLC

By: _____

Name: _____

Its: _____



PLANNING COMMISSION

Tuesday, July 11, 2023, at 6:00 PM

APPROVED MINUTES

- Members Present:** Chair Dan Cary
 Vice Chair Jennifer Pugsley
 Commissioner Charles Castner
 Commissioner Ginny Carlson
 Commissioner Russ Hubbard
 Commissioner Russ Low
- Members Absent:** None
- Staff Present:** City Planner Jacob Graichen
 Associate Planner Jenny Dimsho
 Community Development Admin Assistant Christina Sullivan
 Councilor Mark Gundersen
- Others:** Brady Preheim
 Tina Curry
 Steve Toschi
 Andrew Niemi
 Brett Kahr

Vice Chair Dan Cary called the meeting to order.

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. He thanked the Commission for continuing to move forward as a Proactive Planning Commission. He said the planning and future of the City should come from citizens that are volunteering their time and them working together to make our city more prosperous. He also discussed the state guidelines for Architectural Standards and said he thought having these in place would encourage the production of housing. He said he thought there was an abundance of affordable housing here and he hoped they would move forward with a higher standard to encourage more design and historic preservation.

Preheim, Brady. Preheim was called to speak. He said he would like to see the Commission take on the plaza area as one of their proactive items to help preserve the area. He said it sees a lot of tourists and thinks improving it to make it more sustainable would be beneficial to everyone. He said he would also like to see the Commission set some standards or guidelines to prevent people taking up residences in business storefronts.

CONSENT AGENDA

- A. **Planning Commission Minutes Dated June 13, 2023**

Motion: Upon Commissioner Pugsley's motion and Commissioner Low's second, the Planning Commission unanimously approved the Draft Minutes dated June 13, 2023 [AYES: Commissioner Carlson, Commissioner Castner, Commissioner Pugsley, Commissioner Low, Commissioner Hubbard; NAYS: None]

CHAIR/VICE CHAIR SELECTION

Commissioner Ginny Carlson nominated Vice Chair Cary to move into the Chair position and Commissioner Jennifer Pugsley to Vice Chair position.

Both Vice Chair Cary and Commissioner Pugsley accepted the nominations.

Motion: Upon Commissioner Carlson's motion and Commissioner Hubbard's second, the Planning Commission unanimously approved Vice Chair Cary to be the Chair and Commissioner Pugsley to be the Vice Chair. [AYES: Commissioner Carlson, Commissioner Castner, Commissioner Pugsley, Commissioner Low, Commissioner Hubbard; NAYS: None]

PUBLIC HEARING AGENDA (times are earliest start time)

B. 6:05 p.m. Conditional Use Permit at 1955 Old Portland Road – Seaford, LLP

Chair Dan Cary opened the Public Hearing at 6:11 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter.

City Planner Jacob Graichen shared the staff report dated June 30, 2023. He shared the history of the property. He said it was a vacant site until the early 1990s and then it was turned into a wrecking yard. He said the property was zoned Heavy Industrial. He said the applicant would like to use the property for storage as a business venture which is why it requires the Conditional Use Permit. He said sewer was available to the site, but the water line was far away.

He said requiring frontage improvements was inappropriate from a proportionality standpoint, but that there were some street trees already on the site that the applicant planned to leave in place. He also mentioned that in the Heavy Industrial zone, there is not a minimum percentage area for landscaping, therefore any landscaping requirements would be based on performance needs. He said with this application landscaping could be used for screening.

He said for surfacing, typically open storage yards use gravel. He mentioned the Commission should consider that the area outside the fence for accessing the property is already paved, but there could be a potential for more paving on some of the smaller areas where the proposed conex buildings would be located.

He mentioned there was one building on the property with a permit, but the other structures there were not permitted. According to the applicant, those buildings were dilapidated and would require a demolition permit to have them removed.

There was a discussion about the applicant using more greenery in their screening and providing landscaping along the front of the property due to the visibility of the site on Old Portland Road.

In Favor

No one spoke in favor of the application.

Neutral

No one spoke in neutral of the application.

In Opposition

No one spoke in opposition to the application.

End of Oral Testimony

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

Close of Public Hearing & Record

Deliberations

There was a small discussion on the landscaping and improving the road frontage. The Commission would like to see some more green shrubs or trees added to the Old Portland Road frontage.

There was a discussion about paving. The Commission agreed that gravel was appropriate.

Motion: Upon Commissioner Low's motion and Vice Chair Pugsley's second, the Planning Commission unanimously approved the Conditional Use Permit with conditions of adding trees or vertical shrubs to the frontage area (with a recommendation of Cascara Trees) and not requiring any pavement. [AYES: Commissioner Carlson, Commissioner Castner, Vice Chair Pugsley, Commissioner Low, Commissioner Hubbard; NAYS: None]

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

DISCUSSION ITEMS

- C. Architectural Review for Gateway at intersection of S. 1st Street & St. Helens Street (City of St. Helens)

Associate Planner Jenny Dimsho presented the memo for the Gateway Project. She shared the Stakeholder Committee met 3 times to refine a gateway feature for the intersection. She talked about the wayfinding signage, landscaping planters with seat walls, and more details to give this intersection the feel of an actual gateway to the riverfront downtown.

She said the committee did not look at color for the arch itself or the text, and so she hoped the Planning Commission could give some feedback on those features.

There was a discussion on the idea of the structure staying low maintenance for upkeep of it in the future.

Vice Chair Pugsley asked about the stainless-steel "rope" and was curious why they did not consider a color that was more in line with the color of the pilings. Andrew Niemi said it was meant to be a standout feature. They talked about using galvanized steel instead. Dimsho said there were a lot of galvanized handrailings used in the district and could go along with the theme. Commissioner Low agreed that galvanized material would be better, as over time it would weather and look more appropriate.

There was also a small discussion about the pilings and how to keep the birds from landing on them and pooping. They discussed if the coloring of the sign would cause more bird poop to be visible. They also discussed ideas for keeping birds off the top of the pilings by leaving them hollow or putting jagged edges on the rim.

There was a discussion on what colors would be more appropriate for the arch and text. The commission liked the gold leaf lettering, but preferred a darker background, such as dark navy blue or black.

The Commission agreed they liked the feature and thought it was going to be a great addition to the Riverfront Downtown area.

Commissioner Russ Hubbard asked if this would go out for bid. He said he felt it should be a separate item to fabricate and install as it would require a specialized professional to make it. Dimsho, said she

was not sure if it would go out to bid. She said they would coordinate with the City's Public Works to make sure it was done correctly.

Motion: Upon Commissioner Castner's motion and Commissioner Hubbard's second, the Planning Commission unanimously agreed that this design meets the Architectural Standards and recommended for approval as discussed. [AYES: Commissioner Carlson, Commissioner Castner, Vice Chair Pugsley, Commissioner Low, Commissioner Hubbard; NAYS: None]

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

- D. Site Design Review (Minor) at 795 S Columbia River Hwy – Kendall Construction, Inc.
- E. Sensitive Lands Permit at 2760 Columbia Blvd – Columbia County
- F. Accessory Structure at 330 Tualatin Street – John Soares

There was no discussion on the Planning Director Decisions.

PLANNING DEPARTMENT ACTIVITY REPORT

- G. Planning Department Activity Report – June

Graichen shared that the HB 3115 effort was completed. He had worked with the Police on the notices that needed posted, but all the work was done. He also shared that they updated the map on where camping was not allowed.

He also discussed the environmental impacts and legal issues for building in the floodplain in the Puget Sound area and that there will be a new round of floodplain amendments coming up.

Dimsho also discussed that she was working with the Engineering Department on a new grant for the Transportation Systems Plan and the Engineering Department asked for a letter of support in moving forward with this project. She shared the letter she prepared for them to submit as a group.

Chair Cary asked if this meant we were going to be updating corridor plans that were already in place.? Graichen said they would be updated to meet the new requirements (but TSP's usually do not go into detail as TSP refinement plans, like the corridor plans) .

Motion: Upon Commissioner Carlson's motion and Commissioner Castner's second, the Planning Commission approved that Chair Cary sign the letter of support for the TGM Grant. [AYES: Commissioner Carlson, Commissioner Castner, Vice Chair Pugsley, Commissioner Low, Commissioner Hubbard; NAYS: None]

PROACTIVE ITEMS

- H. Architectural Standards

Vice Chair Pugsley shared she was able to dive into more research of different standards used in other communities. She was learning about human scale design and other terms she was not familiar with. She also said that she looked into the National Home Builders association to get their feedback on it. She said that the sub-committee would be able to meet soon and be ready for a presentation to the City Council at the next joint meeting.

She mentioned she was struggling with how to create standards that would have longevity since there was not a lot of enforcement of the guidelines.

Commissioner Carlson also asked for feedback on enforcement for storefronts being used as residential. Graichen said the Mainstreet Alliance has talked about initiating discussion on with code changes that would be able to enforce this. Commissioner Hubbard did not agree that the government

should penalize an owner of a property on how they utilized their space, especially if they are maintaining the building correctly.

FOR YOUR INFORMATION ITEMS

Commissioner Carlson asked about the sidewalk project on Columbia Blvd between Gable and Sykes. She wanted to know when the project would be completed. Dimsho said they planned to have it done by November.

Vice Chair Pugsley asked if there were any applications for the CLG program. Dimsho said there were no applicants. She said there were some projects the City could take on if no one used it. Commissioner Carlson said she would like to see them look into improving the plaza area.

There was a small discussion on the plaza and other projects that could be considered.

ADJOURNMENT

There being no further business before the Planning Commission, the meeting was adjourned at 7:54 p.m.

Respectfully submitted,

Christina Sullivan

Community Development Administrative Assistant

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

Presented for approval on this 16th day of August, 2023 are the following Council minutes:

2023

- Work Session and Regular Session Minutes dated July 19, 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, July 19, 2023

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
Councilor Mark Gundersen
Councilor Brandon Sundeen

MEMBERS ABSENT

Council President Jessica Chilton
Councilor Patrick Birkle

STAFF PRESENT

John Walsh, City Administrator
Kathy Payne, City Recorder
Lisa Scholl, Deputy City Recorder
Crystal King, Communications Officer
Mouhamad Zaher, Public Works Director

Rachael Barry, Government Affairs Specialist
Mike De Roia, Building Official
Bill Monahan, Contracted City Attorney
Tina Curry, Contracted Event Coordinator

OTHERS

Eddie Dunton
Steve Topaz
Ron Trommlitz
Aaron Majors

CALL WORK SESSION TO ORDER – 2:00 pm

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

- ◆ Ron Trommlitz. Mr. Trommlitz recalled he last attended a Council meeting in November. He requested the Walker report and was denied, being told there was no smoking gun and nothing to discuss. It is untrue that nothing in the report is damaging to the City. He spoke about plans to rehabilitate the reservoir, but the bidders and Kennedy Jenks were never allowed to enter the reservoir to determine its true condition. WPI never entered it until October 1. He learned that City Administrator John Walsh controls the withholding of the Walker report and that having opinions and writing letters and emails has become dangerous to him. The City never determined the source of the leak.
- ◆ Steve Topaz. Mr. Topaz noted the typed copy of his presentation at the last Council meeting is not reflected in the present Council package and that the paraphrased note does not accurately present his thought whereas another person's presentation is accurately recorded. If the present note under his name is approved by the Council it will demonstrate that only a report liked by the administration will be accurately recorded which basically means there is no free speech in St. Helens, only controlled speech. In 2019, he asked Matt Brown for the cost on reservoir repair and received no answer. Sue Nelson was asked to reply, and she did not. The next Council meeting, Matt Brown delivered a multi-page complaint against him for asking the question in public, saying if Mr. Topaz had approached in private, he would have answered.

With John Walsh's okay, Mr. Brown filed an ethics claim against him which was rejected by the Ethics Board. He displayed four charts showing the water level in the water reservoir on different dates which show the location and size of the leak from City data, indicating the Engineering Division at the time was inadequate when such data is available. The City Reservoir has been losing 45,000 gallons of water a day for more than 20 years which is money lost that could have gone to other community needs and has resulted in excessive water payments.

- ◆ Tina Curry, Tourism, reported the 4th of July celebration came together well. She has heard positive comments, and people enjoyed the fireworks. Staff was happy there were no incidents. They are working to get insurance for the boat which is going in the water tomorrow. The Captain will do a rescue test next week, and then it will be good to go. Regarding concerns about ROI, the boat is pretty much 100 percent in compliance with the Coast Guard at this point. It should have the certificate of insurance next week and will be docked at St. Helens Marina. The Sand Island Sandcastle competition and Twilight Festival will be held August 5 and 6. Spirit of Halloweentown activities will be coming up, and tickets were selling well.
- ◆ Aaron Majors. Mr. Majors shared a bit of his background, noting that he was working on listing for sale the Adams family property at Pittsburg Road and Highway 30. The City owns two adjacent pieces of property. He proposed the City put its property on the market at the same time which would entice a developer to buy all three parcels and described the benefits of such a sale.

Mayor Scholl proposed to use the proceeds of the sale to fund the missing Police Officer position for two years and the Makerspace Technician position for two years.

Mr. Majors spoke about the difficulty of selling property with wetlands and how it would not translate into a lot of money.

Mayor Scholl talked about what the wetlands could be used for, estimating the \$600,000 value of City property there plus the Adams property was worth \$1 million, speaking about the possibilities and how the City can vacate a road in a faster process than others.

Mr. Majors said combining the lots would increase the sale cost, to a little under \$1 million.

Mayor Scholl stated the Council will be in contact with Mr. Majors.

DISCUSSION TOPICS

1. Employee Length of Service Recognition - Joel Beehler (10 years)

Mayor Scholl congratulated Utility Worker II Joel Beehler on his 10 years of service, noting he is a hard worker and has a good demeanor. The Council appreciates him.

2. Building Division Semi-Annual Report - *Building Official Mike De Roia*

Building Official De Roia reviewed his report of the Division's activities from January to June of 2023. A copy is included in the archive packet for this meeting. Highlights and milestones included:

- Building Inspector Hicks resigned, which means the Division was down an employee. They adjusted the workloads through County agreements and were monitoring the workloads closely in order not to fatigue the agreements.
- He reviewed a summary of permits issued.
- He addressed the Oregon Building Codes Division update.
- He will attend a Specialized Plumbing Inspection Course beginning in August. With the certification, about 80 to 85 percent of their plumbing inspections will be in-house rather than sent to the County.

- He reviewed their work on projects throughout St. Helens: the high school renovation, Broadleaf Arbor Apartments, John Gumm School renovations, Crooked Creek Brewery, 12th Street Apartments, Burger King, Columbia Hills Retirement, and Sand Island.
- He clarified with a project like the high school, he was probably out there two, three times a week for inspection. The County also goes out there for inspections.
- He confirmed new walls were going into the old school. It is a big project with some structural and seismic retrofitting done in the building to bring it up to code. His understanding was they are renovating the entire building with portions of the basement area that will remain unoccupied for future use.

Mayor Scholl congratulated Mr. De Roia on his five years of service and continuing to go above and beyond, noting he is appreciated.

3. Review of Library Board 5-Year Strategic Plan - *Library Director Suzanne Bishop*

This item was postponed.

4. Public Works National Accreditation - *Public Works Director Mouhamad Zaher*

Public Works Director Zaher presented his department's initiative to apply for the Public Works National Accreditation, providing an overview (included in the meeting packet) of the accreditation, its purpose, the process, roadmap, and benefits and noting only four Public Works agencies in Oregon are accredited: Eugene, Beaverton, Salem, and West Linn. They have received the official letter to move forward with a deadline of July 2024 to certify. It will be a three-year process.

Mayor Scholl pointed out the accreditation would be an asset for grant applications.

Mr. Zaher added the accreditation would reflect the excellence of the City as a whole, clarifying the accreditation is good for three or four years and then the department would reapply to renew it.

5. Selection of McKinstry Essention, LLC for Microgrid Planning and Preliminary Design of Public Safety Building - *City Administrator John Walsh*

City Administrator Walsh spoke about Ameresco, the company who upgraded the City's streetlights from conventional to LED, and how one of their people went to McKinstry which brought the City an opportunity to seek a planning grant of about \$94,000 for solar energy for the police station (supporting materials are included in the archive packet for this meeting). The grant would set up an opportunity to go after another \$1 million in energy solar panels next year and would maximize the amount of funding to go into the police station project. The building is required to have solar energy. He recommended the Council approve the selection of McKinstry at tonight's regular meeting.

6. Update on Agreement with Mackenzie for Public Safety Building Design - *City Administrator John Walsh*

City Administrator Walsh stated updates on the design were needed when downsizing from a public safety facility to a police station out of the necessity to make the building more affordable, noting a lot of the same components would be used. He asked Mackenzie to come back with an updated services agreement (included in the meeting packet along with supplemental materials). The project was going well, and the final design was just a few weeks out. It will then move into construction drawings which will wrap up in November with an anticipated February/March construction start. The updated agreement was on tonight's agenda for the Council's approval.

7. Report from City Administrator John Walsh

- This week is Wastewater Utility Appreciation Week. St. Helens is one of the 21 communities in Oregon submitting wastewater samples for Covid testing and has been part of the process for several years now.
- The boat did have a certificate of inspection from Florida and will be recertified for the Northwest region.

- The Walker report is a confidential document under attorney-client privilege. The City is on the path now to replace the reservoir.
- He, Police Chief Greenway, and a few others visited the Lake Oswego Police Department which Mackenzie and their partners worked on. They were looking at using Oregon Correctional Facility to do the furniture. They build nice custom furniture at good prices.
- Riverwalk Phase I was wrapping up. The construction documents were 99.5 percent complete. The project will go to bid in a couple weeks. He appreciated Associate Planner/Community Development Project Manager Jenny Dimsho's assistance.
- The Gateway design was at 90% drawings. He was working with Lower Columbia Engineering on a cost estimate before considering bids.
- Port of Kalama has transformed their whole waterfront which many have admired. He reached out to the director of the Port and will go down to meet with him next week to discuss their work.
- He has been working with Finance Director Gloria Butsch on the City finances. John Ellis has nearly completed the Tourism audit and said everything seems to be checking out. The City had to use the reserves to balance the budget this year, about \$500,000, which is still a hole that needs to be figured out. Staff was monitoring it closely. The City would not want to compound the problem next year. Staff was working on the revenue options the Council requested. Balance must be found for next year in order not to drive down the reserves any more.
- This is Fair week.
- Today was the first day of the OMA Conference in Pendleton. He would like to leave after the work session to head there.

Mayor Scholl wondered if the map should be shown in the public meeting for the proposed sale of the City property adjoining the Adams property. The City would have to move fast on the vacating of the street. He directed Mr. Walsh to get some information for the next meeting on the item, find out the due process, and how fast the City could do it.

ADJOURN – 3:15 pm

EXECUTIVE SESSION - None

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL REGULAR SESSION

Wednesday, July 19, 2023

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
Councilor Mark Gundersen
Councilor Brandon Sundeen

MEMBERS ABSENT

Council President Jessica Chilton
Councilor Patrick Birkle

STAFF PRESENT

Kathy Payne, City Recorder
Lisa Scholl, Deputy City Recorder
Tina Curry, Contracted Event Coordinator

OTHERS

Brady Preheim
Nick Hellmich
Jacob Woodruff
Eddie Dunton
Jim Coleman

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

PLEDGE OF ALLEGIANCE

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

- ◆ Nick Hellmich. He read an article into the record from the Columbia County Spotlight, written by Philip Stanton.

"When I took a course in pharmacology once back in college, I attended a lecture from a renowned cardiologist. His topic was the proper approach to prescribing blood pressure medications.

He began the lecture with a simple question: "What is the most effective way to lower blood pressure?" After a long silence from the class, he replied. "The most effective way to lower blood pressure is, of course, to kill the patient. It lowers the blood pressure to zero in a matter of seconds." Then, after a dramatic pause, he added: "But always keep in mind, killing the patient is rarely the best approach to improving the patient's overall health."

I cannot help to think of this sage advice as I observe the deaths of three beloved businesses in St. Helens' Old Town: Running Dog Brewery, Dockside Restaurant, and Molly's Market. Though the circumstances of each of these closures are multifaceted, all three closures do share one common symptom: the triggering of Fire Codes that prevented these businesses from connecting existing dining areas. In the case of Running Dog, the issue was a Fire Code preventing the owners from reopening the previously existing passage between their two adjoining pub spaces.

This same Fire Code came into play when Dockside owners considered the newly defunct Running Dog space as an option for remaining open in the Old Town after their current building was sold. In the case of Molly's Market, the same Fire Code prevented Molly Matchak from opening her newly remodeled bar area, directly resulting in her deciding to close her store entirely at the end of April.

No one would suggest that cities should not use Fire Codes to make buildings and business districts safer, any more than my professor was advocating that doctors should not prescribe blood pressure medications to increase the health of their patients. But if the ultimate result of applying Codes to make buildings safer results in the perpetual closure of vital businesses, perhaps it is time to consider the overall effect that these closures have on both the life of our business districts and the ultimate level of public safety we are trying to achieve. There are many factors that affect overall public safety and health, including whether buildings and businesses are open and serving the public good. One could ask, "What is the most effective way to keep the public safe in older buildings?" The answer, of course, is to close them entirely and lock the doors. It seems we are seeing this pattern playing itself out in the Old Town today in real-time. But at some point, perhaps we should keep in mind my old professor's advice: "Killing the patient is rarely the best approach to improving the patient's overall health."

- ◆ Brady Preheim. He only heard part of City Administrator Walsh's report about the lagoon. His concern is that there was no discussion about building a new sewer plant if they get rid of the lagoon. It's a huge expense and he doesn't think they have the funds to rebuild it.
- ◆ Jim Coleman. Last year at the April Council meeting, the tourism director requested \$250,000 to purchase a water taxi. In May, there was public testimony and she said it was already COI inspected. He has 30 years of maritime experience and is familiar with Coast Guard inspections, and it didn't have a COI at that time. The Council approved the purchase of the boat in Florida. The money went to Florida, but the boat didn't come to Oregon because it didn't have a COI. It arrived last month with a Florida COI. The Portland Coast Guard office still has jurisdiction of this boat and they must do an onsite inspection with the captain. It is still not in service and still does not have a COI.

RESOLUTIONS

1. **Resolution No. 1987:** A Resolution Expressing Support for and Authorizing Staff to Apply for a Transportation and Growth Management Grant from the Oregon Department of Transportation to Help Fund an Update to the City's Transportation System Management Plan

Mayor Scholl read Resolution No. 1987 by title. **Motion:** Motion made by Councilor Sundeen and seconded by Councilor Gundersen to adopt Resolution No. 1987. **Vote:** Yea: Mayor Scholl, Councilor Gundersen, Councilor Sundeen

AWARD BID AND/OR CONTRACT

2. Award Bid and Authorize Mayor to Sign Contract with Specialized Pavement Marking LLC for 2023 Street Striping Project in the Amount of \$53,944

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

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

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

3. First Amendment to Kittelson & Associates, Inc. Agreement for S. 1st Street & St. Helens Street Intersection Improvements Project
4. Agreement with McKinstry Essention, LLC for Microgrid Planning and Preliminary Design for the Public Safety Building

5. Amendment No. 1 to Mackenzie Agreement for Public Safety Building Design

Motion: Motion made by Councilor Gundersen and seconded by Councilor Sundeen to approve '3' through '5' above. **Vote:** Yea: Mayor Scholl, Councilor Gundersen, Councilor Sundeen

CONSENT AGENDA FOR ACCEPTANCE

6. Grant Agreement with Oregon Parks and Recreation Department for McCormick Park Veterans Memorial Upgrade Project
7. Agreement with Native Plantscapes NW, LLC for Blackberry Mowing & Herbicide Application in and around Columbia View Park
8. Library Board Minutes dated June 12, 2023
9. Parks and Trails Commission Minutes dated June 12, 2023
10. Planning Commission Minutes dated May 9 and June 13, 2023

Motion: Motion made by Councilor Sundeen and seconded by Councilor Gundersen to approve '6' through '10' above. **Vote:** Yea: Mayor Scholl, Councilor Gundersen, Councilor Sundeen

CONSENT AGENDA FOR APPROVAL

11. Council Minutes dated June 7, 2023
- ~~12. Library Board 5-Year Strategic Plan~~
13. Accounts Payable Bill Lists
14. (NEW) Council Regular Session Minutes dated June 21, 2023

The Library Board 5-year Strategic Plan is on hold.

Motion: Motion made by Councilor Gundersen and seconded by Councilor Sundeen to approve '11, 13, and 14.'

Mayor Scholl pointed out that '14' was added due to time sensitive materials needing to be approved.

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

WORK SESSION ACTION ITEMS

None

COUNCIL MEMBER REPORTS

Councilor Sundeen reported...

- Planning for the new Police Station continues. He looks forward to a finalized plan soon.
- Parks & Trials Commission met last week
 - Reviewing Parks and Special Use Permit fees
 - A liaison will begin attending Council and Planning Commission meetings
- Enjoyed attending the City/County meeting and dinner
- Looking forward to the Columbia County Fair

Councilor Gundersen reported...

- Attended the Planning Commission meeting last week. It went well. He is excited about the subcommittees and Gateway feature.

MAYOR SCHOLL REPORTS

- The City/County dinner hosted by the City went really well. Jim McCauley from League of Oregon Cities (LOC) gave a report of what is going on with the State and some of the difficulties of the walkout. It was nice having Senator Suzanne Weber attend the dinner. She is also in town today to meet with community members.
- Reminded everyone to have patience with all the construction in town
- Columbia County Fair is this week
- The Sand Island Sandcastle competition is coming up

OTHER BUSINESS

ADJOURN – 7:20 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



St. Helens, OR

Expense Approval Register

Item #6.

Packet: APPKT00797 - AP 08.07.23 FY 24

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
HUDSON GARBAGE SERVICE	13318529S046	08/11/2023	1554- TRASH PUBLIC LIBRARY	100-706-52003	93.52
HUDSON GARBAGE SERVICE	13318731S046	08/11/2023	7539- TRASH CITY HALL 265 ...	100-715-52023	162.62
HUDSON GARBAGE SERVICE	13318732S046	08/11/2023	2046-1287547 - POLICE GAR...	100-705-52023	125.14
HUDSON GARBAGE SERVICE	13318734S046	08/11/2023	7598- TRASH MCCORMICK A...	100-708-52023	1,155.37
HUDSON GARBAGE SERVICE	13318735S046	08/11/2023	7601-TRASH PUBLIC CANS PL...	100-715-52023	132.48
HUDSON GARBAGE SERVICE	13318736S046	08/11/2023	7636- TRASH COL VIEW PARK...	100-708-52023	107.17
HUDSON GARBAGE SERVICE	13319154S046	08/11/2023	5273- TRASH REC CENTER C...	100-709-52023	81.52
WILCOX	0805536-IN	08/02/2023	FUEL PARKS DEPT	100-708-52022	615.36
METRO PLANNING INC	5918	08/02/2023	WEB GIS	100-710-52001	62.50
OREGON PATROL SERVICE	9311	08/02/2023	COURT SERVICES	100-704-52019	1,292.00
NET ASSETS	95-202307	08/02/2023	ESCROW TITLE SERVICES	100-707-52019	365.00
LEXIPOL LLC	INVPRA118333	08/02/2023	POLICEONE ACADEMY 9.1.23...	100-705-52018	2,692.08
ERSKINE LAW PRACTICE LLC	07.01.23-07.31.23	08/07/2023	JULY 2023	100-704-52019	6,375.86
PITNEY BOWES BANK INC PU...	08.07.23	08/07/2023	INK PAD REPLACEMENT KIT-...	100-715-52001	62.09
Fund 100 - GENERAL FUND Total:					13,322.71
Fund: 601 - WATER					
LAWRENCE OIL COMPANY	CFSI-15681	08/02/2023	247752 WATER	601-732-52022	54.16
Fund 601 - WATER Total:					54.16
Fund: 603 - SEWER					
HUDSON GARBAGE SERVICE	13318618S046	08/11/2023	8333- TRASH WWTP 451 PL...	603-736-52023	163.69
HUDSON GARBAGE SERVICE	13318618S046	08/11/2023	8333- TRASH WWTP 451 PL...	603-737-52023	163.69
COLUMBIA RIVER PUD	08.01.23 8633	08/02/2023	38633 594 S 9 ST POWER	603-737-52003	11,169.60
Fund 603 - SEWER Total:					11,496.98
Fund: 703 - PW OPERATIONS					
HUDSON GARBAGE SERVICE	13318733S046	08/11/2023	7555- TRASH PW 984 OR ST	703-734-52023	101.28
HUDSON GARBAGE SERVICE	13319272S046	08/11/2023	CASCADES TISSUE SITE	703-734-52023	150.00
METRO PLANNING INC	5918	08/02/2023	WEB GIS	703-733-52001	87.50
LAWRENCE OIL COMPANY	CFSI-15681	08/02/2023	247748 PUBLIC WORKS	703-734-52022	1,344.35
LAWRENCE OIL COMPANY	CFSI-15681	08/02/2023	247750 PUBLIC WORKS	703-734-52022	127.07
Fund 703 - PW OPERATIONS Total:					1,810.20
Grand Total:					26,684.05

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	13,322.71
601 - WATER	54.16
603 - SEWER	11,496.98
703 - PW OPERATIONS	1,810.20
Grand Total:	26,684.05

Account Summary

Account Number	Account Name	Expense Amount
100-704-52019	Professional Services	7,667.86
100-705-52018	Professional Developme...	2,692.08
100-705-52023	Facility Maintenance	125.14
100-706-52003	Utilities	93.52
100-707-52019	Professional Services	365.00
100-708-52022	Fuel	615.36
100-708-52023	Facility Maintenance	1,262.54
100-709-52023	Facility Maintenance	81.52
100-710-52001	Operating Supplies	62.50
100-715-52001	Operating Supplies	62.09
100-715-52023	Facility Maintenance	295.10
601-732-52022	Fuel	54.16
603-736-52023	Facility Maintenance	163.69
603-737-52003	Utilities	11,169.60
603-737-52023	Facility Maintenance	163.69
703-733-52001	Operating Supplies	87.50
703-734-52022	Fuel	1,471.42
703-734-52023	Facility Maintenance	251.28
Grand Total:		26,684.05

Project Account Summary

Project Account Key	Expense Amount
None	26,684.05
Grand Total:	26,684.05