



COUNCIL REGULAR SESSION

Wednesday, March 16, 2022 at 7:00 PM

COUNCIL MEMBERS:

Mayor Rick Scholl
Council President Doug Morten
Councilor Patrick Birkle
Councilor Stephen R. Topaz
Councilor Jessica Chilton

LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)

Website | www.sthelensoregon.gov

Email | kpayne@sthelensoregon.gov

Phone | 503-397-6272

Fax | 503-397-4016

AGENDA

CALL REGULAR SESSION TO ORDER

PLEDGE OF ALLEGIANCE

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

ORDINANCES – *Final Reading*

1. **Ordinance No. 3281:** An Ordinance to Annex and Designate the Zone of Certain Property Located Southeast of the Intersection of Pittsburg Road and Meadowview Drive

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

2. Contract with Hasa, Inc. for 12.5% Sodium Hypochlorite for the Wastewater Treatment Plant
3. Consent to Vacate Public Right of Way on N. 2nd Street
4. Dedication Deed for Right of Way at 115 Little Street
5. Extension of Agreement with Strategic Networks Group, Inc. for Broadband Assessment
6. Agreement with Kittelson & Associates for St. Helens Street & S. 1st Street Alternatives Analysis Project

CONSENT AGENDA FOR ACCEPTANCE

7. Planning Commission Minutes dated February 8, 2022

CONSENT AGENDA FOR APPROVAL

8. Council Work Session, Special Session, and Regular Session Minutes dated March 2, 2022
9. OLCC Licenses
10. New Job Description for Building Maintenance - Utility Worker I
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/84870770603?pwd=VFdBSUxvUzIVc2xMZXYwT09DWTJEUT09>

Meeting ID: 848 7077 0603

Passcode: 505983

Dial: 346-248-7799

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

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

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

City of St. Helens
ORDINANCE NO. 3281

AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN
PROPERTY LOCATED SOUTHEAST OF THE INTERSECTION OF PITTSBURG
ROAD AND MEADOWVIEW DRIVE

WHEREAS, applicant Jeanne Morain has requested to annex to the City of St. Helens certain property located southeast of the intersection of Pittsburg Road and Meadowview Drive. This property is also described in **Exhibit A** and depicted per **Exhibit B**; and

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

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

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

WHEREAS, appropriate notice has been given and a public hearing was held February 16, 2022 on the annexation proposal; and

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

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

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

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

Section 3. The St. Helens Zoning Ordinance Map is hereby amended to reflect that the property described herein shall be zoned Moderate Residential (R7).

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

Section 5. The land is classified as "Developing" in accordance with Chapter 17.112 of the St. Helens Community Development Code (SHMC Title 17) and OAR 660-08-0005.

Section 6. In support of the above annexation and amendments described herein, the Council hereby adopts the Annexation A.5.21 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit C** and made part of this reference.

Section 7. 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: March 2, 2022
Read the second time: March 16, 2022

APPROVED AND ADOPTED this 16th day of March 2022 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land located in the E ½, of Section 6, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more specifically described as follows:

Beginning at a point at the Southeast corner of the intersection of Pittsburg Road and Meadow View Drive also the **True Point of Beginning**;

Thence, Southerly along the east right-of-way line of Meadow View Drive to the most Northerly point of Parcel 1 of Partition Plat No. 1995-19 (recorded as instrument no. 95-04731);

Thence, South 23°42'46" East a distance of 1,424.96 feet;

Thence, South 88°27'31" East a distance of 335 feet;

Thence, North 23°42'46" West to the southerly right-of-way line of Pittsburg Road;

Thence, Westerly along said right-of-way line to the **True Point of Beginning**.



**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT AND CONCLUSIONS OF LAW
Annexation A.5.21**

APPLICANT: Jeanne Morain
OWNERS: Chieko Comstock
ZONING: Columbia County's Single-Family Residential (R-10)
LOCATION: Southeast of the intersection of Pittsburg Road & Meadowview Drive
 4N1W-6D-604 and 4N1W-6AD-2600
PROPOSAL: The property owner filed consent to annex because they would like to use the City's development rules and connect to City utilities.

SITE INFORMATION / BACKGROUND

The subject property is made up of two undeveloped lots, one lot at 1-acre and one at 11 acres. Both lots abut Pittsburg Road to the north. Meadowview Drive abuts and follows the westerly property line for about 270 feet. Willie Lane, although not entirely developed as a street stub, has potential to connect to the property from the east side (See PP 2003-10). Edna Barr Lane (part of the Meadowbrook Subdivision Phase 4) is stubbed to the eastern property line too. About halfway through the property, there is a riparian area (R-MC-18) which has a 75' upland protection zone. This stream divides the property approximately into two halves. The northern half slopes from Pittsburg Road to this stream gradually, and then very steeply once close. The southern half of the property is relatively flat. Just to the south of the stream, Westboro Way stubs to the west side of this property. Just south of Westboro Way, there are wetlands (MC-2) with a 50' upland protection zone. These wetlands divide the southern half further into two halves, creating three distinct areas for development. The remaining southern third has potential to connect to Barr Avenue through via easement or by a mechanism that brings the public right-of-way to the property (i.e., right-of-way dedication or lot line adjustment).

PUBLIC HEARING & NOTICE

Public hearing before the Planning Commission for *recommendation to the City Council*: January 11, 2022. Public hearing before the City Council: February 16, 2022.

Notice of this proposal was sent to the Oregon Department of Land Conservation and Development on December 7, 2021 through their PAPA Online Submittal website.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject property on December 17, 2021 via first class mail. Notice was sent to agencies by mail or e-mail on the same date.

Notice was published on December 29, 2021 in The Chronicle newspaper.

AGENCY REFERRALS & COMMENTS

Columbia County Land Development Services: Supports the annexation. The properties are within the City's UGB and are surrounded by incorporated properties on all sides.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

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

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

Discussion: (a)(i) The Comprehensive Plan designation for the subject property is Rural Suburban Unincorporated Residential (RSUR).

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

Annexing this property creates no conflicts with the specific Comprehensive Plan policies identified in Chapter 19.12 SHMC. In addition, there is no known conflict with the addendums to the Comprehensive Plan which includes Economic Opportunities Analysis (Ord. No. 3101), Waterfront Prioritization Plan (Ord. No. 3148), the Transportation Systems Plan (Ord. No. 3150), the Corridor Master Plan (Ord. No. 3181), the Parks & Trails Master Plan (Ord. No. 3191), the Riverfront Connector Plan (Ord. No. 3241), and the Housing Needs Analysis (Ord. No. 3244). **However, there are Comprehensive Plan policies and the Housing Needs Analysis does apply to the applicable designation and zoning district for annexation. These are discussed further below.**

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

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

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

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

This property is within the UGB, will be subject to the City's Comprehensive Plan, and is contiguous to the City limits on three sides. As this proposal meets these criteria, this property will **not** be subject to a majority vote among the electorate.

Other provisions applicable to this proposal are discussed elsewhere herein.

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

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

SHMC 17.08.060 – Transportation planning rule compliance

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

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

Discussion: This section reflects State law regarding the Transportation Planning Rule (TPR): Transportation Planning Rule (TPR), OAR 660, Division 12. The TPR requires that where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures to assure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility. **Current zoning of the property is Columbia County's Single-Family Residential (R-10) and the City's default zoning options are Moderate Residential (R7) or Suburban Residential (R10).**

Generally, when comparing potential land use impact on transportation facilities, the *reasonable worst case scenario* for the existing and proposed designation/zone are considered. The potential land uses are very similar for both the City and County for R7 and R10 zoning districts. In addition, the City's zoning is comparable to the County with regards to the possible intensity of uses allowed and potential vehicular trips generated. Thus, this proposal will not affect an existing or planned transportation facility.

There are *special considerations* for zoning properties R5 or AR upon annexation. These are discussed under SHMC 17.28.030 (2) below. City R5 and AR zoning allows 5,000 and 4,000 square feet, respectively, for single-family dwellings, while County R-10 zoning requires 10,000 square feet. For purposes of the TPR, this is doubles the potential intensity of use of the property. If R5 or AR zoning is considered for all or a portion of the subject property as part of this annexation, a transportation impact analysis would be warranted. No such analysis has been provided to support AR or R5 zoning. However, the city will have the opportunity to require a traffic impact analysis with any future subdivision proposal too.

Finding: Transportation facilities will not be significantly affected by this proposal, as the Council selected R7 zoning for the entire property.

SHMC 17.28.030(1) – Annexation criteria

- (a) Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area; and
- (b) Comply with comprehensive plan amendment standards and zoning ordinance amendment standards and not be in conflict with applicable comprehensive plan policies and implementing ordinances; and
- (c) Complies with state laws; and

- (d) Abutting roads must meet city standards or property owner will be required to sign and record an irrevocable consent to local improvement district; and
- (e) Property exceeding 10 acres in gross size must show a need on the part of the city for such land if it is designated residential (e.g., less than five years' supply of like designated lands in current city limits).

Discussion: (a) Water – City water is available adjacent to the property in multiple locations: within Pittsburg Road, stubbed at Westboro Way to the west, stubbed at Edna Barr Lane to the east, located along Meadowview Drive and along Barr Avenue.

Regarding capacity, the City's current water capacity is 6 million gallons/day and the peak flow, usually in the summer, is 3 to 4 million gallons/day. Additionally, the City has the capacity of approximately 10 million gallons to meet future demands. Any additional uses that occur on the subject property can be accommodated by the City's municipal water system as infrastructure has substantial capacity available.

Sewer – City sanitary sewer is available to the property in multiple locations: stubbed at Westboro Way to the west and stubbed at Edna Barr Lane and along Barr Avenue to the east. Within Pittsburg Road, the sanitary sewer is located approximately 615 feet away from the edge of the subject property.

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

Transportation - Transportation facilities will not be significantly affected by this proposal assuming with R7 zoning. Given the size of the property, a traffic impact analysis is likely to be required at the time of application for land division (e.g., subdivision).

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

(b) The land use of the subject property is entirely vacant. Zoning considerations are discussed under SHMC 17.28.030(2) below.

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

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

Pursuant to ORS 222.111(1), a City may only annex territory that is not within another City, and the territory must either be contiguous to the annexing City or be separated from the City only by

a body of water or public right-of-way. The subject property is not within another City's jurisdiction and City of St. Helens corporate limits lies on the east, south, and west of the subject property.

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

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

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

The statewide planning goals that could technically apply or relate to this proposal are Goals 1, 2, 10, 11 and 12.

Statewide Planning Goal 1: Citizen Involvement.

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

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

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

Statewide Planning Goal 2: Land Use Planning.

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

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

with affected agencies and factual base are described herein, as well, including inventory, needs, etc.

Statewide Planning Goal 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 of high-density land for multi-family development.

Per the HNA, 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 creation process are noteworthy:

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

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

- Broadleaf Arbor: A Gathering Place 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 multi-dwelling project is currently under construction. 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.

Based on these two projects alone, the high-density deficiency is resolved, or at least will be assuming the completion of Broadleaf Arbor: A Gathering Place.

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.

Left: This table summarizes the City's HNA findings. Bubbled in red reflects the surplus of low density lands, medium density lands, and deficit of high density lands. These numbers reflect a projection of residential land needs accommodating a 20-year housing demand forecast (from 2019).

Low density lands include:
R10 and R7 zoning

Medium density lands include:
R5 and MHR

High density lands include:
AR zoning

Since the fundamentals of the Housing Needs Analysis (HNA) are met, the City Council was not compelled to select AR or R5 zoning, and instead considered R7 or R10 which was consistent with surrounding development and zoning.

Demographic broad spectrum housing availability in both quantity and variety of type.

As shown by the table below, both R5 and AR allow both attached single-family dwellings and multifamily development (3 or more units), that the R10 and R7 zones do not allow. Further discussion of zoning is under SHMC 17.28.030 (2) below.

TABLE: P = Permitted N = Not allowed C = Conditionally Permit

Current Residential Uses by Zoning District – December 2021

Zone Use	R10	R7	R5	AR	MHR	MU	RD, Marina	RD, Plaza	RD, Mill	HBD	GC	HC	LI	HI	PL
DetachedSFD	P	P	P	P	P	P	N	N	N	P	N	N	N	N	N
Attached SFD	N	N	P	P	N	P	N	N	P	P	N	N	N	N	N
Manf Home	P	P	P	P	P	P	N	N	N	P	N	N	N	N	N
M Home Park	N	N	N	N	P	N	N	N	N	N	N	N	N	N	N
Duplex	P	P	P	P	P	P	N	N	N	P	N	N	N	N	N
Multifam (3+)	N	N	C	P	C	C	C	N	P	C	C	N	N	N	N
ADU / 2 nd	P	P	P	P	P	P	N	N	N	P	N	N	N	N	N
Detached SFD															
RV Park	N	N	N	N	C	C	C	N	N	N	C	C	C	C	C
Above DU	N	N	N	N	N	P	P	P	P	P	P	C	N	N	N
Cottage Clust	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N

Statewide Planning Goal 11: Public Facilities and Services.

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

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

Statewide Planning Goal 12: Transportation.

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

Traffic impacts and the City's provisions that address the TPR are explained above. This proposal will not significantly affect an existing or planned transportation facility if zoned R7 or R10.

(d) The subject property has access off Pittsburg Road which lacks frontage improvements abutting the property. Pittsburg Road is a county-jurisdiction road and is classified as a minor arterial. The existing right-of-way for minor arterials is 60' which is not met. Some sections of Pittsburg Road abutting this property are at 40' and some are at 50'. **However, this property not the subject of a current development land use review, which provides the legal nexus and proportionality to require such frontage improvements or right-of-way dedications.** As such, no improvements are warranted with this proposal. At the time of future land division and/or development, these items would be considered.

(e) The subject property is greater than 10 acres in size and will be zoned residential. Therefore, this criterion requires that a "need" of the annexation for the city. Need in the context of this criterion is not defined (and not explicitly related to the Housing Needs Analysis), except one example is given (i.e., less than 5 years' supply) in the criterion.

Per a Oregon Housing and Community Services publication Building on New Ground: Meeting Oregon's Housing Need (February 2021) <https://www.oregon.gov/ohcs/about-us/Documents/RHNA/02-21-2021-ECONW-OHCS.pdf>:

In the last few years, the region's housing affordability crisis has deepened. The 2020 wildfire season destroyed entire communities, resulting in the loss of 4,000 homes. The COVID crisis has resulted in growing unemployment and economic uncertainty, which, without further policy intervention, will accelerate economic inequities and increase the number of households facing housing instability and homelessness. Population continues to increase in the region.

Over the next 20 years, Oregon will need about 584,000 total new homes. Nearly one quarter of these units are needed now to accommodate today's population. These roughly 140,000 homes would overcome Oregon's chronic underproduction of housing, house those who are currently experiencing homelessness, and add supply to the overall market to increase housing choice and reduce cost burdening for low-income households.

To begin making progress toward this need, over the next five years, the state would need to add between 145,000 and 195,000 units. In other words, Oregon's housing developers would need to produce between 30,000 units and 40,000 units every year. Over the past 5 years, Oregon has seen an average of just 20,000 units per year. Our state would need to increase its total production of housing by at least 50 percent, and as much as double production to tackle underproduction in the near term.

This land remaining in the County and not utilizing the city's standards for urban density does not support addressing this trend. There is an undisputed need for housing in the region.

Another need are proper street connections. Several streets stub to the subject property. At least two of these: Willie Lane and Edna-Barr Lane are "dead-end" streets greater than 150 feet with no fire turn around meeting any acceptable standards. A subdivision with urban density will help resolve this: the land division will warrant consideration of street extensions within the site and the urban density will make street extensions/development more feasible.

In addition to housing need and transportation need, the Planning Commission also considered that even though the gross acreage of the property is 12 acres, much is encumbered with sensitive lands. When the wetlands, riparian area, and upland protection zones are removed, the net developable acreage is less than 10 acres, which the Commission argued would make this criterion not applicable to the property. However, the criterion explicitly notes gross size, so staff does not recommend relying on this finding by the Commission alone.

Finding: There is a need for both housing at urban densities and transportation improvements.

SHMC 17.28.030 (2) – Annexation criteria

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

Discussion: The Comprehensive Plan designation is currently Rural Suburban Unincorporated Residential (RSUR). Upon annexation, the subject property's Comprehensive Plan designation shall be Suburban Residential (Incorporated) SR.

The City's zoning options upon annexation are R7, R10, or under *special circumstances*, R5 or AR. See SHMC 19.12.060(2)(c) below for the special circumstances.

Per SHMC 19.12.060 Rural Suburban Unincorporated Residential Goals and Policies:

- (1) Goals. To provide sufficient area for urban development that will accommodate a variety of housing types.
- (2) Policies. It is the policy of the city of St. Helens to:

- (a) Work with the county on partition and subdivision applications for these lands to ensure that they are divided in a manner that does not hinder future urbanization.
- (b) Zone the rural suburban-unincorporated residential at R7 or R10 upon annexation to the city unless circumstances listed in subsection (2)(c) of this section exist.
- (c) Consider zoning lands with the rural suburban-unincorporated residential category for R5 or AR if the following conditions are found:**
 - (i) The parcel is vacant and larger than two acres in size.**
 - (ii) The carrying capacity of the public services, including but not limited to streets, sewer, and water, are sufficient for higher density development.**
 - (iii) The county and city determine, due to the pattern of development in the city and within the urban growth area, that other lands are more appropriate for these designations.**

The parcel is larger than two acres in size and the public services are available. The City Council may consider if this area warrants higher density than R7 or R10 by looking at the pattern of development in the City and within the Urban Growth Boundary.

Things to consider in relation to the zoning of the property:

- The city's housing needs are technically met for the next approximate 20 years. The highest density zoning is the only category that is close to a deficiency (i.e., no large surplus).
- However, as noted above, R5 or AR may have an impact on the transportation system (not known without a study). A TIA would be needed as part of this annexation for R5 or AR to be considered. No study is in the record. Note that a TIA would still be required at the time of any future subdivision of 25 or more lots, which is possible for this larger property.
- R5 and AR not only allow higher densities, but also allow uses that are *not* already allowed in surrounding neighborhoods (attached single-family dwellings).
- All surrounding zoning is R10 or R7 which are similar to the types of residential uses allowed. The default zoning for this property would be R10 zoning at the northly half of the property with R7 zoning to the south, using the BPA easement as the dividing line, roughly. Another option that Council could consider while remaining consistent with the surrounding development in the types of housing allowed, would be R7 for the entire site (with no split).
- The Planning Commission recommended R7 for the entire property in part because the sensitive lands and their respective upland protection zones will dictate a certain amount of protected open space for the subdivision. The sensitive lands create three separate and distinct development areas which will inherently result in a subdivision that contains more open space and separation. This Commission felt this would be perceived as a less dense development overall. The City Council agreed with this.

Finding: Upon annexation, the subject property's Comprehensive Plan designation shall be Suburban Residential (Incorporated) SR and be zoned entirely Moderate Residential, R7.

SHMC 17.112.020 – Established & Developed Area Classification criteria

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

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

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

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

OAR 660-008-0005 generally defines “Buildable Land” as vacant residential property not constrained by natural hazards or resources, and typically not publicly owned. There are areas on the property which are subject to natural resource protection measures (locally significant wetlands and riparian areas). However, there is still ample land classified as buildable for it to be deemed “developing.”

Finding: The subject property should be designated as a “developing area.”

CONCLUSION & DECISION

Based upon the facts and findings herein and the recommendations of staff and the Planning Commission, the City Council approves this annexation and that upon annexation, the subject property have a Comprehensive Plan designation of Suburban Residential (Incorporated) SR, be zoned Moderate Residential (R7) and be designated as “developing.”

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

 Rick Scholl, Mayor

 Date

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

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

4. Specifications.

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

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

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

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

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

5. Acceptance, Rejection and Revocation of Acceptance.

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

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

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

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

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

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

6. Contract Term.

6.1 The initial term of this Contract begins on April 1, 2022, and ends on March 31, 2023 ("Contract Term"). The parties may agree to extend the Contract Term for two (2) successive periods of twelve (12) months each. Such extension shall begin on the day following the end of the initial term or the first extension. Extensions must be set forth in writing and signed by authorized representatives of both parties. The party requesting the extension must deliver a request for extension at least sixty (60) days before the Contract Term is scheduled to end.

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

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

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

8. Notices.

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

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

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

8.3 Contractor's address for notices is:

Hasa, Inc.
 Attn: Amy Vermillion
 3401 Industrial Way
 Longview, WA 98632
 360-578-9300
hasabids@hasapool.com

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

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

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

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

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

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

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

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

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

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

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

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

10. Use of Premises.

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

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

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

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

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

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

14. Indemnification.

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

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

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

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

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

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

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

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

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

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

17. Compliance with Law.

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

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

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

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

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

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

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

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

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

18. Nondiscrimination.

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

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

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

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

20. Payment.

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

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

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

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

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

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

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

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

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

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

23. City's Remedies.

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

23.1.1 Termination of this Contract for Default;

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

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

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

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

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

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

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

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

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

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

25. Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Termination for Convenience.

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

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

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

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

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

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

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

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

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

CITY:

CITY OF ST. HELENS

Council Meeting Date: _____

CONTRACTOR:

HASA, INC.

Signature: _____

Print: _____

Title: _____

Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTACHMENT A - Scope of Work

(Provide Breakdown of Goods and Services)

(Provide Schedule)

(Attach all relevant plans, specifications, and technical data)

Customer Name	Effective Date	Product	Package	Price
City of St Helens WWTP	4/1/2022	Multi-chlor 12.5% Sodium Hypochlorite: 07000	5,000 [gal] bulk	1.545 [\$ / gal]

PAYMENT TERMS: Net 30 days
DEMURRAGE: 2 [hr] free unload time / \$17.50 [p/quarter hr] thereafter
WEEKEND CHARGE: \$300.00 + \$75.00 [p/hr], 2 [hr] minimum
RESTOCKING FEE: 25%, + Freight

EXPIRATION DATE: 3/31/2022
LEAD TIME: 3 DAYS after receipt of order

ATTACHMENT B - INSURANCE REQUIREMENTS

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

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

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

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

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

Certificates of Insurance shall be forwarded to:

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

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

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

ATTACHMENT C - Terms of Compensation

Customer Name	Effective Date	Product	Package	Price
City of St Helens WWTP	4/1/2022	Multi-chlor 12.5% Sodium Hypochlorite: 07000	5,000 [gal] bulk	1.545 [\$/gal]

PAYMENT TERMS: Net 30 days
DEMURRAGE: 2 [hr] free unload time / \$17.50 [p/quarter hr] thereafter
WEEKEND CHARGE: \$300.00 + \$75.00 [p/hr], 2 [hr] minimum
RESTOCKING FEE: 25%, + Freight

EXPIRATION DATE: 3/31/2022
LEAD TIME: 3 DAYS after receipt of order

February, 2022

Dear Neighbor,

I am writing to ask for your assistance. My neighbors and I are preparing an application to the City of St. Helens requesting the City Council vacate a portion of the road right-of-way in front of our properties. My property is located at 90 Columbia Blvd and 114 North 1st Street. Susan Jones who lives at 100 South 1st Street and Diane Dillard who lives at 124 North 2nd Street and the Williamson Trust who owns the lot at the corner of North 1st and Columbia Blvd are also joining me in this application.

As shown on the attached sketch, we are requesting the Council vacate a portion of the public right-of-way in front of our properties. The reason we are submitting this application is to decrease a portion of the unused right-of-way in order to clean up this area and to allow for future development of our properties.

One of the requirements of a road vacation application is property owners within the area affected by the vacation need to consent to sending this on to the Planning Commission and City Council. This is the reason we need your help. I'm asking that you please sign and date the consent form included with this letter and return it to me.

A self-addressed stamped envelope is included for you to return the signed form to me. We really appreciate your help with this. If you have any questions or would like me to pick up the completed form, please do not hesitate contacting me by phone at 503-369-0575 Cell# phone or message or email at keithlocke@comcast.net.

Thank you very much for you assistance and I look forward to hearing from you soon.

Sincerely,

Keith Locke
503-369-0575
keithlocke@comcast.net

RECEIVED
MAR 01 2022
CITY RECORDER

C. Ty

Item #3.

CONSENT TO VACATION OF PUBLIC WAY

The undersigned, being the owner(s) of real property located in the affected area of the request by
Dillard, Locke, Williamson, and Jones to vacate a portion of a public right of way, hereby
Petitioner's Name

consent(s)* to the vacation of that portion described as _____

The west 25 feet of the N. River Street right-of-way and the east 30 feet of the N. 1st Street (Columbia St.) right-of-way abutting Lots 1, 2, and the portion of Lot 3 not included in the Marinascape Condominiums, Block 13; and

The north 25 feet of the Columbia Boulevard right-of-way abutting Lot 1, block 13, and the proposed vacated portions of the N. River Street and N. 1st Street (Columbia St.) rights-of-way adjacent to said Lot 1; and

The west 30 feet of the N. 1st Street (Columbia St.) right-of-way abutting Lots 22, 21 and the south half of Lot 20, Block 16; and

The west 25 feet of the S. River Street right-of-way abutting Lot 11, Block 12; and

The south 25 feet of the Columbia Boulevard right-of-way abutting Lot 11, Block 12, and the proposed vacated portion of the S. River Street right-of-way adjacent to said Lot 11;

All within the St. Helens Subdivision, City of St. Helens, Columbia County, Oregon.

Please see attached plot plan.

The legal description (Lot and Block, Meets and Bounds, and Assessor's Tax Account Number) of the property owned by the undersigned is: 5N1W34CC 11300

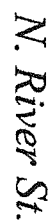
The address of our property is: N 2nd St St Helens OR
97051

☐ My property is abutting by physically fronting the portion of the right-of-way being vacated.

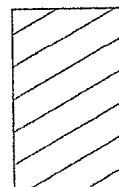
X Dated: _____

Dated: _____

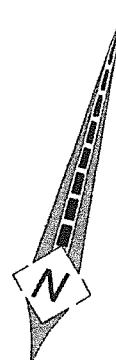
**Per ORS 271.080(2), the petitioner must have the consent of the property owners of all abutting properties and not less than two-thirds of the real property owners located in the affected area.*



*Vacate
Area*



S. River St.



GRANTOR:

1771 Columbia Boulevard, LLC
 310 Riverside Drive
 St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

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

▲ This Space for Recorder's Use Only ▲

DEDICATION DEED

1771 Columbia Boulevard, LLC, hereinafter "Grantor," does hereby forever conveys and dedicates to the City of St. Helens, an Oregon municipal corporation, "Grantee," the following described real property, for the use of the public as a public way:

See Exhibit A, attached hereto and hereby incorporated by reference.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTION 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[Remainder of Page Intentionally Left Blank]

The true consideration for this conveyance is \$0.00, stated in terms of dollars.

To have and to hold, the above-described and granted real property for the purposes hereinbefore set forth unto the public forever.

Wayne Weigandt
Grantor
3/3/22
Date

STATE OF OREGON)
) ss.
County of Columbia)

This instrument was acknowledged before me on MARCH 3, 2022,
by Wayne Weigandt as Registered Agent of 1771 Columbia Boulevard, LLC



Christina Sullivan
NOTARY PUBLIC FOR OREGON
My Commission Expires: JANUARY 13, 2024

[Remainder of Page Intentionally Left Blank]

[Acceptance and Acknowledgement Page Follows]

The foregoing conveyance is hereby ACCEPTED:

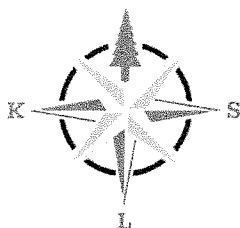
By: _____
Rick Scholl, Mayor
City of St. Helens

Date

STATE OF OREGON)
) ss.
County of Columbia)

This instrument was acknowledged before me on _____,
by Rick Scholl as Mayor of the City of St. Helens.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____



KLS Surveying Inc.

1224 Alder Street
Vernonia, OR 97064

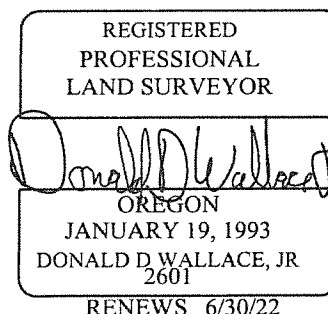
Phone: (503) 429-6115
Fax: (866) 297-1402
Email: dwallace_kls@msn.com

Exhibit A Right of Way Dedication

A 20.00 feet wide strip of land being a portion of that tract of land conveyed to 1771 Columbia Blvd LLC, an Oregon limited liability company in deed recorded as Instrument No. 2021-10191, Columbia County Deed Records lying in the Southeast quarter of Section 5 and Southwest quarter of Section 4, Township 2 North, Range 4 West of the Willamette Meridian, city of St. Helens, Columbia County, Oregon being more particularly described as follows:

- Beginning at the Northwest corner Lot 4, Highway addition to St. Helens;
- thence South $33^{\circ}03'21''$ East along the Westerly line of said Lot 4, 20.10 feet to a 5/8" iron rod with a yellow plastic cap marked "KLS Surveying Inc.";
- thence North $62^{\circ}33'37''$ East parallel to and 20.00 feet from the North line of said Lot 4, 50.10 feet to a 5/8" iron rod with a yellow plastic cap marked "KLS Surveying Inc." on the Easterly line of said Lot 4;
- thence North $33^{\circ}05'31''$ West along the Easterly line of said Lot 4, 20.10 feet to the Northeast corner of said Lot 4;
- thence South $62^{\circ}33'37''$ West along the North line of said Lot 4, 50.09 feet to the point of beginning.

--The bearings are NAD83 (2011) epoch 2010, Oregon Coordinate Reference System Columbia River West (6014). distances shown are ground distances.



City of St. Helens
EXTENSION OF PERSONAL SERVICES AGREEMENT

This Extension is made on March 16, 2022, between City of St. Helens, an Oregon municipal corporation ("St. Helens"), and **Strategic Networks Group, Inc.** ("Contractor").

RECITALS

A. WHEREAS, on or about September 1, 2021, St. Helens and Contractor entered into an agreement ("Agreement") in which Contractor agreed to provide services ("Services") related to a broadband assessment; and

B. WHEREAS, Paragraph 3 of the Agreement provides that the Agreement terminates on March 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. 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 September 1, 2021, shall be amended to reflect a **termination date of March 16, 2023**, 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:

STRATEGIC NETWORKS GROUP, INC.

By:  _____

Name: Michael Curri, President SNG

Its: _____



PERSONAL SERVICES AGREEMENT

S 1ST STREET & ST. HELENS STREET INTERSECTION IMPROVEMENTS PROJECT NO. R-685A

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 **Kittelson & Associates, Inc.** (“Contractor”).

RECITALS

A. On December 5, 2018, the City and Contractor entered into a Personal Service Agreement to evaluate safety and operational concerns at the intersection of S. 1st Street and St. Helens Street and provide improvement options. This contract expired on June 30, 2018.

B. The City is in need of personal services for the completion of the S 1st Street and St. Helens Street intersection plans and specifications, and also bid and construction support, and Contractor represents that it is qualified and prepared to provide such services.

C. 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 improvements at the S 1st Street and St. Helens Street intersection, and Contractor accepts such engagement. The principal contact for Contractor shall be Tony Roos, phone (503) 535-7444.

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, 2023. 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: Kittelson & Associates, Inc.
Attn: Tony Roos
851 SW 6th Ave., Suite 600
Portland, OR 97204

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 If the Contractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement within 30 days after receiving payment from the City, the Contractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

16.8 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.

16.9 No person may not 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:

16.9.1 Either:

16.9.1.1 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

16.9.1.2 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

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

16.9.3 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.).

16.10 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.

16.11 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.

16.12 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.

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

16.14 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.

16.15 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.

16.16 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.

16.17 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.

16.18 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.

16.19 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.

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

16.21 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.

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

16.23 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 disenabled 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: Rick SchollTitle: Mayor

Date: _____

CONTRACTOR:**KITTELSON & ASSOCIATES**

Signature: _____

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTACHMENT A
Scope of Work

Attached

March 2, 2022

Project #: R-685

Sharon Darroux, PMP
City of St. Helens
Engineering Manager
265 Strand Street
St. Helens, OR 97051

RE: 1st & St. Helens Intersection Improvements

Dear Sharon,

Attached is a proposal for transportation engineering and design services associated with proposed intersection improvements at S 1st Street and St. Helens Street. Part "A" identifies our proposed services for the project. This scope was developed based on our discussions with you, and our prior planning and traffic analysis work with the City.

I, Caleb Cox, will serve as the Project Manager and Tony Roos will serve as the Project Principal providing senior review and quality assurance. Any questions of a technical or contractual nature can be directed to either of us.

Please review this proposal at your earliest convenience. If the attached Professional Services Agreement is satisfactory, please return a signed copy electronically. A fully executed copy will be returned for your records. Thank you for the opportunity to propose on this project. If you have any questions, please call us at (503) 535-7453.

Sincerely,

KITTELSON & ASSOCIATES, INC.

Caleb Cox, PE
Engineer

Tony Roos, PE
Principal Engineer

PROFESSIONAL SERVICES AGREEMENT

March 2, 2022

Kittelson & Associates, Inc.
851 SW 6th Avenue, Suite 600
Portland, OR 97204
503.228.5230 (P)
503.273.8169 (F)

City of St. Helens with an office at 265 Strand Street, St. Helens OR 97051, hereby enters into this Professional Services Agreement (this “Agreement”) with Kittelson & Associates, Inc. to perform the services as described in this Agreement’s Part “A” - Scope of Work (the “Services”) for the S. 1st & St. Helens Intersection Improvements (the “Project”), subject to all the provisions described in Part “B” Terms and Conditions.

PROJECT BACKGROUND AND UNDERSTANDING

Background

In 2014, Kittelson & Associates, Inc. (Kittelson) and GreenWorks, PC (GreenWorks), through a contract with the Oregon Department of Transportation (ODOT), worked with the City of St. Helens to develop a Corridor Master Plan for the US30 & Columbia Blvd./St. Helens St. Corridors. The Master Plan addressed the US 30 corridor, as well as Columbia Boulevard, St. Helens Street and S. 1st Street within the greater Downtown Area, including the Houlton business district and the Riverfront District. Additionally, in June 2019, Kittelson and Greenworks completed the Riverfront Connector Plan which looked at creating a better connection from the City’s downtown area to US-30 to the south. These plans reflect the community’s vision of how these areas should appear and function in the future and include measures for how to implement the plan. The plan focuses primarily on how the major streets and intersections in these areas are designed and improved over time to ensure that vehicles, bicyclists and pedestrians have ready access to local businesses and can travel safely and comfortably within and between these different parts of town.

Historically, Columbia Boulevard and St. Helens Street served as major trucking routes to industries located along the Columbia River and were constructed to accommodate freight vehicles between US 30 and the river industrial area. Over time, the amount of right-of-way needed to accommodate these wide roadways has become unnecessary due to the evolution of local industry and diminished large truck travel needs through the corridor. The wide roadways present challenges for the community in that they create a travel environment that contributes to speeding, requires lengthy pedestrian crossings, and is costly to maintain.

Recently, concern over the safety and operation of the S. 1st Street/St. Helens Street intersection has been identified by citizens and City leaders. The intersection is two-lane, two-way stop controlled, with S. 1st street as the through movement. On-street parking is allowed on both sides of all streets except for the east side of S. 1st Street north of the intersection.

In February of 2019, Kittelson completed an alternatives analysis study at the intersection and proposed adding curb extensions and decorative features to enhance pedestrian safety and visual appeal.

In 2020, Kittelson developed the construction plans for the preferred alternative, a 4-way stop with curb extensions. This work was stopped at the 90% level due to budget constraints and priorities.

In 2021, the City of St. Helens began design work on the S 1st and Strand Street Road and Utility Extensions project located approximately 2 blocks south of the S 1st Street/St. Helens Street intersection. As a result, the City would like to revisit the previously completed 90% Plans for 1st & St. Helens and advance them to a final bid-ready set to include in the S 1st and Strand Street Extension bid package.

Summary of Work

This project will consist of engineering design services to prepare final construction plans based on the previously completed 90% level design plans for new curb extensions, pedestrian crossings, signing, striping, site furnishings, and landscaping at the intersection of S 1st Street and St. Helens Street. The project will be broken into the following tasks:

- Task 1.0 Project Management and Coordination
- Task 3.0 Design Services
- Task 4.0 Bidding and Construction Support

Project Understanding

Project limits:

- St. Helens Street from S. River Street to S. 2nd Street
- S. 1st Street from Columbia Theater to approximately 250 ft north of St. Helens Street.

Typical Section:

Existing curb to curb width to be maintained. Striped bike lanes will be added on St Helens Street. Curb extensions will be added at all four corners to decrease pedestrian crossing distance.

Intersection Treatment:

The intersection will have a single approach lane in each direction and will be all-way stop controlled with S 1st Street as the free movement.

Stormwater and Water Quality Facilities:

Storm inlets impacted by construction will be moved and reconnected into the existing storm network. Stormwater capacity calculations will not be required as part of this project. The use of rain gardens in the decorative landscaped areas may be considered as part of this project.

Landscaping:

The landscaping at each of the curb extensions will be designed to enhance the visual appeal of the intersection. Features recommended in the 1st Street & Strand Street Extension Project such as site furnishings, lighting, rain gardens, hardscape, and ornamental landscaping will be incorporated. Any landscaping considered will be low-growth and will maintain the best possible visual clearance and sight distance at the intersection. Considerations will be made for ease of maintenance, aesthetics, and survivability. Additionally, wayfinding signage as recommended in the Riverfront Connector Plan will be included on the project.

Lighting:

Design and construction of decorative lighting at the intersection, powered by Columbia River PUD.

Gateway Treatment

A space and footings for the future gateway poles or arch will be shown on the plans with power stubbed to the future location. No gateway treatments or footing design will be included with this phase of the project.

Pavement:

Pavement will match the adjacent development pavement design.

Right-of-Way and Easements:

It is assumed that there will be no impacts to rights-of-way.

PART A - SCOPE OF WORK

Task 1.0 Project Management and Coordination

1.1 Project Management

- Prepare monthly invoices and progress reports. Consultant assumes a 2-month timeframe for design to be completed, and another 9 months for the project to be bid and constructed.

1.2 Project Coordination

The proposed approach to project coordination and management is to hold project meetings with key project team members and representatives from the City of St. Helens during the design phase. The Project Management Team (PMT) will direct all meetings either in person or via phone conference and provide direction to the rest of the team as the project progress.

- Conduct up to two (2) PMT coordination meetings (2 hours each) following key design submittal dates.
- Prepare an agenda for each meeting.
- Provide a summary of each meeting capturing key issues, decisions, and action items.
- Conduct Bi-weekly project status calls with the City (30 minutes each).

Task 1 Deliverables

- Monthly invoices and progress reports
- Up to two (2) meeting agendas and summaries

Task 2.0 Design Services

2.1 Final Design (90% & 100% Submittals)

Consultant and the City shall coordinate to prepare plans, specifications, and a construction cost estimate ("PS&E") for the construction of curb extensions and associated improvements at the intersection of S. 1st Street and St. Helens Street.

All plans and specifications must conform to City of St. Helens, Manual on Uniform Traffic Control Devices ("MUTCD"), and National Electric Code ("NEC") standards as applicable.

Plans and specifications shall include designing pedestrian ramps to meet current ADA/PROWAG standards, in accordance with applicable ODOT standard drawings.

The Consultant shall prepare plan sheets according to the following table:

Table 1: Sheet Counts

Name of Sheet	Scale	Estimated # of Sheets	95% Submittal	Final Submittal
Title Sheets/Survey Control	N/A	2	X	X
Typical Sections	N/A	1	X	X
Details	N/A	3	X	X

Roadway & Stormwater Plans	1" = 20'	1	X	X
Detailed Curb Ramp Layout Plans	1" = 5'	4	X	X
Illumination Plans	1"=20'	3	X	X
Signing and Striping Plans	1" = 40'	3	X	X
Planting Plan (GreenWorks)	1/16" = 1'	1	X	X
Irrigation Plan (GreenWorks)	1/16" = 1'	2	X	X
Irrigation and Planting Details (GreenWorks)	N/A	2	X	X

2.2 Final PS&E Package

This task includes preparation of the Final PS&E package for bidding purposes. The final plans, Special Provisions, and construction cost estimate shall incorporate all revisions agreed to and documented in the 90% PS&E Comment Log. Consultant will review and edit specifications prepared by OTAK for the 1st & Strand project.

City will review final plan sheets and note any final revisions needed prior to preparation and submittal of Professional of Record (POR)-signed Final Plans within 2 weeks of receipt of documents from Consultant. Consultant shall incorporate final revisions into POR-signed Final Plans.

2.3 Street Lighting Design

Consultant shall integrate conduit plans from CRPUD to show the power source and stubs to proposed lights and future gateway treatment.

Task 2.0 Deliverables:

- 90% PS&E Submittal (PDF)
- 100% PS&E Submittal (PDF)
- Final Signed PS&E (PDF)

Task 3.0 Bidding and Construction Support

3.1 Bid Support

Consultant shall assist the City as directed during the bidding process, limited to the total person-hours itemized in the fee proposal which shall not be exceeded unless modified by contract amendment. Scope includes, but is not limited to:

- Respond to bidder's questions to clarify intentions of design documents.
- Prepare text of any addenda determined to be necessary by the City.
- Prepare plan modification details for use in addenda.
- Coordinate with City for bid approval

3.2 Construction Support

Provide construction assistance to the City during the construction stage of the project including:

- Visit site periodically and as requested by City staff and/or contractor to review construction progress, answer questions, and help resolve in-field design decisions. Assumes up to four (4) site visits.
- Verify that all curb ramps meet ADA standards after forms are set before concrete is poured.
- Prepare written field observation reports for every visit to project site.
- Prepare design modification details as necessary because of different conditions encountered during construction (assume 1 revision).
- Respond to RFI's by the Contractor and prepare plan revisions as necessary and required within 72 hours of receipt (assumes 5 RFI's)
- Review submittals and/or shop drawings (assume 10 submittals)
- Attend one (1) walk-through with City staff prior to final acceptance by the City. Prepare a punch list based on walkthrough.

The scope of Construction Support is limited to the hours shown in the attached budget and does not include full-time inspection services.

3.3 As-Built Plans and Project Closeout

- Prepare as-built drawings for the project (one full size set on opaque Mylar, PDF, and .dwg CAD files). As-built drawings will be based on the redline set provided by the contractor and will incorporate changes to the design by work change directive or RFI. The as-built drawings will not be stamped.
- Prepare project close-out documents.
 - Test Results submitted by the contractor.
 - Completed ADA Curb Ramp Inspection forms utilizing ODOT template curb ramp inspection forms.

Task 3 Deliverables:

- Bid Addendum documentation and revisions
- Submittal Review Responses
- RFI Responses
- Field inspection reports
- As-Built Plans & Closeout Documents
- ODOT ADA Curb Ramp Inspection Forms

Reimbursable Expenses:

The following reimbursable budget estimate is based on our experience with this project type and the governing agencies. It is an estimate only. Additional budget may be necessary to complete the project.

Customary reimbursable expenses mean the actual expense incurred in direct connection with the project. Vehicle mileage is reimbursed at the current IRS rate for project related travel.

The following project related expenses are reimbursed at cost:

- Copy and Reproduction Services
- Travel Expenses, other than private vehicle mileage
- Express Postage

ASSUMPTIONS

The Consultant Design Team has made the following assumptions related to this project.

- All permits and application fees will be paid by the City of St. Helens, or as a reimbursable expense.
- Work outside the right-of-way will not be needed to complete the project
- Construction Survey staking will be provided by the contractor
- Full-time inspection services are not included.

CITY'S RESPONSIBILITIES

The City will:

- Coordinate the relationship with adjacent property owners and with the general public.
- Actively participate in design review and decision making to maintain the project schedule.

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	\$2,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence 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.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**DATE (M)
3/09/

Item #6.

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

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

PRODUCER USI Insurance Services NW PR 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: Please See Below: PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: Seattle.PLCertRequest@usi.com														
INSURED Kittelson & Associates, Inc. 851 SW 6th Avenue, Suite 600 Portland, OR 97204	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER B : Allmerica Financial Benefit Ins. Co.</td> <td>41840</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hanover Insurance Company	22292	INSURER B : Allmerica Financial Benefit Ins. Co.	41840	INSURER C : XL Specialty Insurance Company	37885	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	ZD2D78128003	01/01/2022	01/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 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 Stop Gap/EL \$1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	AW2D78128704	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	UH2D78128103 (Follow Form)	01/01/2022	01/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WM2D78128903	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability Incl. Pollution		X	DPR9987381	01/01/2022	01/01/2023	\$5,000,000 per claim \$5,000,000 annl aggr.

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

****Please Note:** The limits shown above may not represent the full limits of coverage carried by the Named Insured, but are shown as evidence that coverage is carried with limits at least as high as is required by contract.**

RE: KAI PN #23544, #235440.000 - 1st & St. Helens Intersection Improvements (Project #R-685, Phase II).
 The General Liability and Automobile Liability policies include an automatic Additional Insured
 (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of St. Helens
 Attn: City Administrator
 P.O. Box 278
 Saint 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

Open A. Ryan

DESCRIPTIONS (Continued from Page 1)

Item #6.

endorsement that provides Additional Insured status to City of St. Helens, Its officers, employees and agents, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability and Automobile Liability policies contain a special endorsement with Primary wording, when required by written contract. The General Liability and Automobile Liability policies provides a Waiver of Subrogation when required by written contract. The Umbrella Liability policy follows form of underlying liability. The General Liability, Automobile Liability and Workers Compensation policies include an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

ATTACHMENT C
Terms of Compensation

Attached

Project Budget Form

Project Name: 1st & St. Helens Final Design & Construction Support
 Project Manager: Caleb Cox
 KAI Project Number: 235440.000
 Date: Mar 02, 2022

LABOR ESTIMATE - 1st & St. Helens Final Design & Constr

			Kittelson				Greenworks					
Task	Notes	Staff	Roos, Tony	Cox, Caleb	Cullimore, Brad	Kauffman, Alec	Principal	Landscape Designer III	Landscape Designer II	Project Assistant 3	SUBTASK/ TASK HOURS	SUBTASK/ TASK COST
			AMR	CEC	BSC	ACK						
001	Project Management and Coordination											
	Project Management		2	8							10	\$1,531
	Project Coordination		10	16				4			30	\$4,989
	Reimbursable Expense											\$94
	Task #001 - Subtotal		12	24	0	0	0	4	0	0	40	\$6,614
002	Design Services											
	Final Design (95% & 100% Submittals)										0	\$0
	Title Sheets/Index/General Notes		0.25		1						1.25	\$162
	Details		0.25		0.5						0.75	\$111
	Detailed Curb Ramp Layout Plans		1	4							5	\$766
	Roadway & Stormwater Plans		1	4							5	\$766
	Signing & Striping Plans		0.5	2	4						6.5	\$795
	Landscaping Plans		1				4	8	20	2	35	\$4,384
	Illumination Plans		1	4							5	\$766
	Specification Review		2								2	\$473
	Cost Estimates		0.5	2		4					6.5	\$826
	Reimbursable Expense											\$0
	Task #002 - Subtotal		7.5	16	5.5	4	4	8	20	2	67	\$9,048
004	Bidding & Construction Support											
	Bid Support		4	4				2			10	\$1,729
	Construction Support		24	40		24		16			104	\$15,652
	As-Built Plans and Project Closeout		0.5	4	4			4			12.5	\$1,566
	Reimbursable Expense											\$784
	Task #004 - Subtotal		28.5	48	4	24	0	22	0	0	126.5	\$19,731
TOTAL HOURS			48	88	9.5	28	4	34	20	2		
LABOR RATE			\$236.62	\$132.28	\$103.06	\$110.76	\$198.00	\$126.50	\$104.50	\$126.50	TOTAL HOURS	TOTAL LABOR
LABOR COST			\$11,358	\$11,641	\$979	\$3,101	\$792	\$4,301	\$2,090	\$253	234	\$34,515

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

TOTAL REIMBURSABLES
\$878

TOTAL KAI FEES

\$35,392

TOTAL SUB FEES

\$0

TOTAL PROJECT BUDGET

\$35,392

Project Budget Form - Reimbursables

Project Name: 1st & St. Helens Final Design & Construction Support
 Project Manager: Caleb Cox
 Project Number: 235440.000

Reimbursables Multiplier: 1.00

TOTAL REIMBURSABLES \$878

Task

001 Project Management and Coordination					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
Mileage	160	Two 40-mile trips (PMT coordination meetings)	\$0.585	mile	\$94
					\$94

003 Bidding & Construction Support					
Reimbursable Item	Quantity	Notes	Unit Cost	Units	Cost
Mileage	400	Five 40-mile trips (PMT coordination meetings)	\$0.585	mile	\$234
Asbuilt Mylar	22	Mylar prints	\$25.00	Sheet	\$550
					\$784

City of St. Helens
1st & St. Helens Rate Schedule
As of January 2022

Classification	Hourly Rate	Overhead @ 203.54%	Profit @ 12%	Hourly Billing Rate*
Senior Principal Engineer/Planner	\$78.65	\$160.09	\$28.65	\$267.39
Principal Engineer/Planner	\$66.53	\$135.41	\$24.23	\$226.17
<i>Tony Roos</i>	\$69.60	\$141.66	\$25.35	\$236.62
Associate Engineer/Planner	\$58.14	\$118.34	\$21.18	\$197.66
Senior Engineer/Planner	\$47.71	\$97.10	\$17.38	\$162.18
Engineer/Planner	\$38.83	\$79.03	\$14.14	\$132.01
<i>Caleb Cox</i>	\$38.91	\$79.20	\$14.17	\$132.28
Transportation Analyst	\$32.12	\$65.37	\$11.70	\$109.19
<i>Alec Kauffman</i>	\$32.58	\$66.31	\$11.87	\$110.76
Technician I	\$28.46	\$57.93	\$10.37	\$96.76
Technician II	\$34.79	\$70.80	\$12.67	\$118.26
Senior Technician	\$40.08	\$81.58	\$14.60	\$136.26
Associate Technician	\$48.39	\$98.48	\$17.62	\$164.49
Office Support	\$20.41	\$41.53	\$7.43	\$69.37
Data Analyst / Software Technician	\$35.95	\$73.17	\$13.09	\$122.22
Data Scientist/Developer	\$49.74	\$101.24	\$18.12	\$169.10
Senior Data Scientist/Developer	\$61.11	\$124.38	\$22.26	\$207.75

* Average classification rates by category are shown above along with actual rates for key personnel. Actual wage rates will be invoiced, overhead and profit will be locked for the duration of the contract.

2022 Private Rates GreenWorks PC	
PRINCIPAL /TECHNICAL DIRECTOR	\$198.00
ASSOCIATE PRINCIPAL / LA IV	\$181.50
ASSOCIATE PRINCIPAL / PM	\$165.00
LANDSCAPE ARCHITECT IV	\$170.50
LANDSCAPE ARCHITECT III	\$154.00
SENIOR PROJECT MANAGER/LA III	\$143.00
LANDSCAPE ARCHITECT II	\$132.00
LANDSCAPE DESIGNER III	\$126.50
LANDSCAPE DESIGNER II	\$104.50
LANDSCAPE DESIGNER I	\$93.50
PROJECT ASSISTANT	\$88.00
PROJECT ASSISTANT II	\$104.50
PROJECT ASSISTANT III	\$126.50

Effective 7/1/2021 – 6/30/2022



PLANNING COMMISSION

Tuesday, February 8, 2022, at 7:00 PM

APPROVED MINUTES

Members Present: Chair Cary
Vice Chair Hubbard
Commissioner Webster
Commissioner Semling
Commissioner Lawrence
Commissioner Pugsley
Commissioner Toschi

Members Absent: None

Staff Present: City Planner Graichen
Associate Planner Dimsho
Community Development Admin Assistant Sullivan
Councilor Birkle

Others: Austen Tanner

CALL TO ORDER & FLAG SALUTE

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

There were no topics from the floor.

CONSENT AGENDA

A. Planning Commission Minutes Dated January 11, 2022

Motion: Upon Commissioner Webster's motion and Commissioner Toschi's second, the Planning Commission unanimously approved the Draft Minutes dated January 11, 2022. [AYES: Vice Chair Hubbard, Commissioner Webster, Commissioner Semling, Commissioner Lawrence, Commissioner Pugsley, Commissioner Toschi; NAYS: None]

PUBLIC HEARING AGENDA (times are earliest start time)

B. 7:00 p.m. Site Design Review at 270 Strand Street – Columbia View Park

City Planner Graichen presented the staff report dated February 1, 2022. He mentioned this was the old veneer property in the Riverfront District Mill Subdistrict. It has been a very important piece of land to the City's industrial past. The City has been considering this piece of property for an expansion of downtown for a long time and were finally able to purchase the property in 2015. In 2016, the Waterfront Framework Plan was adopted in conjunction with the zone change.

He said they were discussing the expansion of the Columbia View Park. He said currently it is about an acre and once expanded will be about 1.6 acres. He said the Framework Plan involved a subcommittee that included the Planning Commission. The adoption of the Framework Plan was critical because it laid

out the roadway connection of 1st Street and Plymouth Street, the public access along the waterfront, and other view corridors. The Framework Plan also specifically discusses the expansion of the park.

He said a public park is a permitted use, so the expansion meets the "use requirements" of the zoning district. He said there would be a new stage included, but not part of this decision. It would be presented along with the architectural review of the Building Permit at a later date.

He said there was an extension of Cowlitz Street proposed to create a roundabout and eight on-street parking spots onto the property.

There was a discussion about the proposed roundabout and the parking provided. The Commission discussed if parking spots in the roundabout would be an issue for traffic and visually. Commissioner Toschi was not in favor of parking spaces being included in the roundabout. He had a significant concern about the traffic flow and pedestrian loading zones.

There was a discussion about the playground and the new equipment and the shape of the area.

Commissioner Pugsley asked why they were not reviewing the park area for compliance with the Architectural Guidelines for the Riverfront District but the stage was being reviewed as that. Graichen said it is because the park itself is not a designated landmark designated by our Comprehensive Plan. Also, any future building would be reviewed for compliance with the Architectural Guidelines.

In Favor

Tanner, Austen. Tanner was called to speak. He said he supported the idea of a roundabout. He said he has been to Seaside, Oregon where they have a similar roundabout and even though it was difficult to find parking there, the view and how beautiful it was, made it more likely that he wanted to stay and check it out. He felt that the roundabout proposed would offer that same appeal to visitors.

Neutral

No one spoke in neutral.

In Opposition

No one spoke in opposition.

Rebuttal

There was no rebuttal from the applicant.

End of Oral Testimony

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

Close of Public Hearing & Record

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

Deliberations

Commissioner Toschi said that further consideration should be given to the roundabout before a final decision was made, as he felt this area would be a statement for whole project. He had a concern this would become more of a traffic issue versus pedestrian friendly.

There was more discussion about whether to consider parking in the roundabout. The Commission agreed that they would recommend not to include parking in the roundabout, but make it a loading zone only.

Motion: Upon Commissioner Pugsley's motion and Commissioner Lawrence's second, the Planning Commission unanimously approved the Site Design Review at Columbia View Park with the recommendation of a loading zone only in the roundabout, instead of parking. [Ayes: Vice Chair Hubbard, Commissioner Semling, Commissioner Webster, Commissioner Lawrence, Commissioner Toschi, Commissioner Pugsley; Nays: None]

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

C. 7:20 p.m. Conditional Use Permit at 1370 Columbia Blvd – Tanner

Graichen presented the staff report dated February 1, 2022. He showed on the map where the property was located. He said it was an unusual property surrounded on three sides by developed streets. He mentioned the applicant had already established a small-scale coffee roasting business and would like to legally establish a dwelling unit in the back portion of the building.

Graichen said when this area was established as the Houlton Business District, it was a concern of the Planning Commission at the time that the commercial area would become all residential. At the time, they decided not to allow dwellings on the ground floor at all. With this rule, it created a bunch of non-conforming single-family dwellings which created a risk that one day, they could lose their non-conformity. More recently, the rule was modified to allow dwellings on the ground floor. A dwelling unit on the same level as commercial space is considered a Conditional Use, which is on the ground floor in this case and requires a Conditional Use Permit to be allowed.

He mentioned off-street parking was not an issue as the building was dependent on on-street parking. He also said there was not a lot of room to put a street tree because of overhead power and did not recommend it to be mandatory. He talked about the buffering and screening already in place on the property. He said the exterior door of the dwelling unit had to have screening, but fencing was not allowed in the right-of-way, but trees and landscaping were allowed.

There were some questions about the type of dwelling being proposed and the standards applied to the space.

Tanner, Austen. Applicant. Tanner was called to speak. He said the general idea of the space was to provide a spot for the person roasting coffee to have a place to live. He said there was already a living space inside and there was not a whole lot of work to do to prepare it. He wanted to bring it up to date and make it a legal use for the district it was in. He said the coffee roasting use is not open to the public.

There was a small discussion about the exterior of the building and how it will look when finished.

In Favor

No one spoke in favor.

Neutral

No one spoke in neutral.

In Opposition

No one spoke in opposition.

Rebuttal

There was no rebuttal from the applicant.

End of Oral Testimony

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

Close of Public Hearing & Record

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

Deliberations

The Commission discussed whether a tree was needed. They agreed that it would be a difficult area to add an additional tree in the location proposed.

Commissioner Pugsley mentioned the applicant has a reputation for beautiful properties and had full confidence he would make this building the same. She also said she is the biggest critic of redeveloping the commercial areas into residential uses, but she felt it was within the spirit historically of the Houlton Business District area to have a residential unit in this location, so she was in full support. She also said since he operates the business, he has a vested interest in the property to keep it up to a certain standard.

Commissioner Toschi expressed concern with the area allowing a residential unit in a commercial district. He was concerned at what type of tenancy could or would be allowed in the building. He said there were several things lacking as far as a residence was concerned. He questioned whether it was appropriate to allow a residential unit in such a prominent building for the district. He worried about unsightly outdoor storage which he has seen happens at other residential units in the Houlton Business District.

Motion: Upon Commissioner Pugsley's motion and Commissioner Webster's second, the Planning Commission approved the Conditional Use Permit without the condition of a street tree. [Ayes: Vice Chair Hubbard, Commissioner Semling, Commissioner Webster, Commissioner Lawrence, Commissioner Pugsley; Nays: Commissioner Toschi]

Motion: Upon Commissioner Semling's motion and Commissioner Lawrence's second, the Planning Commission unanimously approved the Chair to sign the findings. [Ayes: Vice Chair Hubbard, Commissioner Semling, Commissioner Webster, Commissioner Lawrence, Commissioner Toschi, Commissioner Pugsley; Nays: None]

DISCUSSION ITEMS

D. The Historic Landmarks Commission – Guardians of The Plaza

Graichen presented the memo that was included in the packet. He discussed that there were official Historic Resources in the Comprehensive Plan. He said normally they are buildings, but they can be sites, objects and sometimes districts. He said the Courthouse Plaza was one of those sites. He said anytime there is a Designated Landmark and there is a proposed alteration, it is supposed to come before the Historic Landmarks Commission. He discussed examples of what might constitute an "alteration."

He showed the Commission the temporary signs that were placed in The Plaza. He said the footprint was very small, but they have a 12-foot tall visual impact. He asked the Commission if they thought they were considered an alteration. The Commission agreed that they were.

There was a discussion about what or where these should be placed. The Commission also discussed if any signage there would be appropriate.

Motion: Upon Commissioner Lawrence's motion and Commissioner Toschi's second, the Planning Commission unanimously concluded that these sign structures constitute an alteration. [AYES: Vice Chair Hubbard, Commissioner Webster, Commissioner Pugsley, Commissioner Lawrence, Commissioner Toschi, Commissioner Semling; Nays: None]

E. Strategic Plan/Department Goals Overview

Graichen presented the Planning Department Strategic Goals that he had shared with the City Council. He talked about all the items that the Planning Department was working on and the hierarchy of priorities. He explained all the items from the last six months and how much time it involves. He shared that the typical threshold for a staff planner is every 5,000 population. We are approaching 15,000 people in St. Helens.

He shared the list of projects and their timeline for the department with the Commission. He said there would be some items that would interest them as well as the Historic Landmarks Commission. He talked about creating the Inventory of Historic Resources List, which is a list of potential Historic Landmarks. He also discussed this secondary list and the connection to possible grants or grant programs that could help with the restoration of the community.

Commissioner Toschi expressed concern about the Planning Commission needing more resources. He said the list was long and that he wanted to know when another planner would be added to the Planning Department. Councilor Birkle mentioned that raising these issues with the Budget Committee and the City Council would be the appropriate place to discuss this request. Councilor Birkle said several departments were requesting more staff, so it was being weighed based on needs and desires of the citizens and safety of the community.

Chair Cary acknowledged how busy and hard the Planning Department has been working and he mentioned that he has seen the number of hours put in by both parties.

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

- F. Lot Line Adjustment at 59315 Forest Trail Circle/34739 Sykes Road - Elegant

PLANNING DEPARTMENT ACTIVITY REPORT

- I. Planning Department Activity Report – January

Graichen discussed the possible increase to System Development Charges (SDCs) and shared the possible changes in the mix. He showed the differences in SDCs between our City and other comparable cities.

FOR YOUR INFORMATION ITEMS

Commissioner Toschi shared that he felt that more meetings between the Planning Commission was necessary and part of their power and duties as a Commission.

The Commission was split in their agreement on if it was necessary to hold additional meetings and whether they wanted to commit to attending them, if they were held. There was a discussion on what was considered needed, but nothing conclusive. There was a discussion about talking about proactive options as an agenda item on next month's meeting.

ADJOURNMENT

There being no further business before the Planning Commission, the meeting was adjourned 10:08 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 March, 2022 are the following Council minutes:

2022

- Work Session, Special Session, and Regular Session Minutes dated March 2, 2022

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, March 02, 2022

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Doug Morten
 Councilor Patrick Birkle – 1:08 p.m.
 Councilor Stephen R. Topaz
 Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder
 Matt Brown, Finance Director
 Brian Greenway, Police Chief

Joe Hogue, Police Lieutenant
 Jenny Dimsho, Associate Planner
 Crystal King, Communications Officer
 Bill Monahan, City Attorney
 Tina Curry, Event Coordinator

OTHERS

Claire Catt	Adam Olsen
Brady Preheim	Thomas Peck
Amy Bynum	Jeff Humphries
Brian Varrichione	Susana Hensley
Hailey Iverson	Jak Massey

CALL WORK SESSION TO ORDER – 1 p.m.

Mayor Scholl announced that Councilor Birkle will be a few minutes late and is excused the rest of the school year.

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

- ◆ Claire Catt, United Way of Columbia County. She thanked Council for supporting their grant application for the Dolly Parton Imagination Library program. More than 600 kids, ages zero to five, are signed up in the School District area. They are receiving monthly books from the Dollywood Foundation. United Way of Columbia County is responsible for signing kids up, outreach, enrollment, and fundraising. Today is National Read Across America Day and a perfect time to share the opportunity for more people to sign up.

DISCUSSION TOPICS

1. South Columbia County Chamber of Commerce Semi-Annual Report

Chamber Vice President Susana Hensley, Chamber Board Member Hailey Iverson, and new Member Relationship Manager Jak Massey was in attendance to review the report.

- Reviewed Board members. Encouraged a City representative to fill one of the vacant roles.
- Hired a part-time Member Relationship Manager and part-time Grant Writer
- Reviewed networking and sponsorship events
- Membership increased 12% in 2021
- Visitor Center Support Proposal

- 50% of the inquiries are local or tourism related
- It's important to have someone there but Jak is only in the office about 15 hours a week
- Requesting support from the City for a dedicated staff person to be able to stay open longer hours
 - Pay \$15/hour
- \$18,600 to fund the position for a year

Council President Morten thanked them for the report. In the past, the Visitor Center has changed its space. The building is one of the first things people see as they enter town. Do they have a proposal for upgrading the appearance of the building? Susana responded that the building was updated around 2015. The Chamber is supported by the members. They haven't discussed improvements with the Visitor Center. The Chamber members have been supporting the Visitor Center. Unfortunately, they don't have the funds to make those improvements. Jak added that they have cleaned up the parking area and added signage. They will continue to clean up the area. They recently made improvements to the lighting for security.

Councilor Chilton suggested they meet with staff to discuss the proposal. Staff can report back to Council.

Councilor Topaz asked if they are open on Saturday. Jak said not normally unless there is an event. Their hours are 10 a.m. – 2 p.m. on Mondays, Wednesdays, and Fridays.

Councilor Topaz asked if they have been in contact with the Mainstreet Program. Susana responded that Mainstreet is an active Chamber member and they have attended events.

Councilor Birkle apologized for missing the first part. He agreed with Councilor Chilton's suggestion for them to meet with staff. It is something to begin planning and an opportunity to look at what tourism funds are available to support it. He supports the ongoing dialog and accessible presence on the highway.

Mayor Scholl is impressed with their work and getting back to normalcy. He suggests requesting the same from Columbia County. The City has been doing a lot with the Mainstreet Program. In 2016, the City contributed a lot to the Chamber. He asked if they received Covid Relief grant funds. Susana said they did look at them but didn't qualify for some of them. Jak confirmed they are meeting with the County next week. Mayor Scholl pointed out that it is the South County Chamber of Commerce. They should also be requesting the same from Scappoose. Hailey said the Chamber serves South County, but the Visitor Center is St. Helens focused. Jak pointed out that most people walking into the building don't realize there are other cities involved.

Consensus of Council for the Chamber to follow-up with Walsh. Councilor Chilton suggested they collaborate with tourism, since a lot of their calls are likely Halloweentown and 13 Nights on the River related.

2. Public Safety Facility Update - *Matt, Brian, & Mackenzie*

Finance Director Brown introduced Mackenzie consultants. They reviewed the presentation. A copy is included in the archive packet for this meeting.

- Currently reviewing the floor plan
- In production mode with staff
- Construction documents to be completed in December 2022
- Begin Land Use process in July 2022
- Site prep in summer 2022
- Begin construction in March 2023
- Project Completion in May 2024
- Reviewed proposed site plan
- Reviewed proposed floor plan
- Reviewed exterior

Mayor Scholl asked what the budget is for the rough grade permit. Adam responded that they are still working on that. They were originally trying to coordinate that with the Industrial project. It was about \$250,000 for the fill from another site. But now they are looking at using the fill brought to the site.

Councilor Topaz said the design is terrible. It started as a police station but now is anything but a police station. They are reducing police station space. They talked about an exit to Old Portland Road, but it is gone. They need to be able to exit quickly. It should only be police and court there. Mayor Scholl pointed that they can't identify what's in some of the areas because of police security. Councilor Chilton added that police personnel have attended every meeting to assure that their needs are being met. Councilor Topaz argued that for now it's fine but does not accommodate growth.

Brown explained that it's a Public Safety Facility. It will open a lot of space at City Hall. Having IT there is necessary for security purposes. Councilor Topaz disagrees. IT will be four times their current size in the future. This is good as built. He is looking down the road five years. The police don't have as much horsepower as the other parts of the City. They're the ones who will have their space taken away. People have not cared about the police, and they won't have civilian support to protect their space in the future. Councilor Chilton disagreed. They will have lots of civilian support. Council President Morten said that Councilor Topaz is always looking ahead to the future. They're not likely to outgrow the facility in five years, but possibly in 10-20 years. The new location can be expanded in the future. The current building cannot be expanded.

Brown said that Mackenzie was part of the Needs Assessment, which looked out 20 years and projected a need for a 19,000 sq. ft. building. They made revisions to project a 50-year building at 22,000 sq. ft. He talked about the additional space for future growth. This space was specifically chosen because of the expandability and flexibility of the space.

Councilor Birkle asked if there was ever direct access to Old Portland Road. Brown showed on a map an area they could have put it, but it would create a difficult turn with the apartment building there now. They have added a secondary access that also serves as a walking trail. They are hoping for grants to continue the trail to connect to downtown.

Councilor Birkle agrees that having IT services there is beneficial if it becomes an emergency command center. The design reflects a lot of thought and diligence. Mayor Scholl agreed with Councilor Birkle. Mackenzie has worked on other police and fire buildings. He requested they keep it a clean landscape as shown in the rendering.

Council President Morten talked about safety being a priority.

Councilor Topaz said they have overlooked the security of an arrested person. Right now, their facility has a garage but it's not in the proposal. He emphasized the need to get to Old Portland Road quickly. Chief Greenway said the intent is that officers are not dispatched from the station. They are dispatched from their vehicles in the field. They want them in the community. They don't want them in the station. Seconds do matter. That is a leadership, rather than design issue. Councilor Topaz agreed, but there will be a time they need to move quickly.

Councilor Chilton talked about the flex space. The multi-use space could save money and space in the police station. It made a lot of sense.

Mayor Scholl confirmed that there is still a secure room for people to get to safely and wait for an officer to show up. He likes the design and timeline.

Council thanked Mackenzie consultants for their presentation.

3. Police Department Semi-Annual Report - Chief Greenway & Lt. Hogue

Chief Greenway and Lieutenant Hogue reviewed a PowerPoint presentation. A copy is included in the archive packet for this meeting.

- Reviewed police personnel
- Received 17,131 calls for service in 2021
 - "Suspicious circumstances, person, or vehicle" is the most common type of call
- 591 adult offenders were arrested in 2021
 - Use of force was only used 3.7% of the time
 - The most common type of force was takedowns
- 2,131 traffic stops in 2021
 - 442 citations were issued
 - Most are only given a verbal warning. They may just be having a bad day.
 - Officers don't "police" every day, they "people" every day
- 522 reports were taken by detectives in 2021
 - The average for detectives is eight
 - 217 child abuse investigations
 - 38 search warrants were issued for child pornography
- 89% community approval rating
- 21 Exemplary Service Awards were presented in 2021
- Officer McKenzie McClure was the first female officer certified in DWI Detection and SFST Instruction
- 2022 Goals
 - Reduce crime and traffic accidents
 - Requesting an increase in staffing. Created a long-term plan yesterday to provide a high level of service.
 - Maintain 90% community approval rating
 - Continue public safety facility project

Councilor Topaz said he heard good things about hiring Officer McClure. He is glad to hear there is a priority for prevention over persecution. It makes for a better police force. He recently saw one officer carrying a nine-inch binder full of information for a report. Greenway said they will be transitioning to a new records management system to reduce workload and increase access to data. With the new facility, they will be exploring additional clerical support, so they don't have detectives creating trial binders.

Councilor Topaz said the Union mentioned three new officers. He suggests between five and seven. It's a lot cheaper for them to request than crime in the community. Greenway confirmed that thefts and burglaries have increased. It's likely due to the measure that decriminalized certain amounts of narcotics.

Councilor Chilton is curious about the solution. Walsh said they hear the needs for equipment, staffing, and a facility. They are trying to balance it with all the other City programs. Greenway said he can talk to Council individually. Nothing is for certain. The union is happy, and he is happy. It comes at a cost. They appreciate the support.

Mayor Scholl was glad to see the officers and their support for each other.

Greenway said that Hogue does the budget. He's heard every year that they don't have the money. Now the Council is listening and is more in tune with what is happening.

Councilor Birkle is glad to see the conversation about the need for additional officers being done publicly. It's important for the community to understand. He recently did a ride-along with Officer Coy. He told him about the 39-page report for a search warrant. He and all the other officers are doing good work. The Oregon State Senate passed and sent a Bill to the House for traffic enforcement changes. Greenway confirmed that 16 measures came out of the legislation session in 2021 that affected policing. Training

and implementing the law changes wears on their service ability. They have two officers in the National Guard, who they could potentially lose to what is happening Ukraine and Russia. That will impact their ability to provide services.

Discussion of the need to update the staffing study.

Mayor Scholl asked if there is federal funding for fraud and child pornography cases. Greenway said not for staffing, but they will provide training and equipment needed to prosecute those cases.

Mayor Scholl congratulated Corporal Dustin King for being awarded Employee of the Year. City Recorder Kathy Payne was the runner-up.

4. Review Loan Documents for Special Public Works Fund - *John*

Walsh reviewed the resolution on tonight's agenda. A copy is included in the archive packet for this meeting. It is for an interim loan for three years and three months. The interest is only 0.6%. It would give them the ability to complete the streets, utilities, and riverwalk project. The total amount could change.

There is an Intergovernmental Agreement in the packet between the City and Urban Renewal Area (URA) that addresses the commitment of funding between each other. Associate Planner Jenny Dimsho added that they meet with legal counsel next week to finalize the contract and verify it is following all the legal requirements. They will need to have an URA meeting the same day the Council authorizes the contract.

5. City Administrator Report - *John Walsh*

- No Executive Session today
- Council Goals will be reviewed at today's 5:30 p.m. Special Session
- There is a meeting tomorrow with Columbia County elected officials at the Community Center
- The Riverwalk RFQ is out right now
- There is a joint meeting with Planning Commission on March 16 to talk about the streets and utilities project, and surrounding property
- The Library Director position was reposted, and they have already received 13 applications. Is there another Councilor who would like to review the applications, along with himself and Councilor Topaz? Councilor Birkle agreed to review the applications but can't commit to the interview process.
- He serves on the LOC Board. Their next meeting is April 20, during the LOC Spring Conference. He requested to be excused from Council meetings that day. Council excused him.
- LOC is going through a strategic planning process right now. He's honored and privileged to participate in it.
- Work on the Industrial Park is moving forward. They are engaging with PGE on the substation power issues.
- Responsible Boating Committee
 - Meets next Tuesday
 - Kiosk is here and ready to be installed
 - Code amendments being reviewed now
 - Met with Sheriff Pixley yesterday and marine deputies to discuss enforcement
 - Discussing Harbor Master/Dock Master duties with St. Helens Marina staff
- Challenging year for the budget
 - Public Safety Facility
 - Police Department needs
 - Inflation of labor rates
- Working on the Capital Improvement Plans for utilities can Capital projects
 - Utility rates
 - System Development Charges



COUNCIL SPECIAL SESSION

Wednesday, March 02, 2022

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Doug Morten
 Councilor Patrick Birkle
 Councilor Stephen R. Topaz
 Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder
 Rachael Barry, Government Affairs Specialist
 Matt Brown, Finance Director
 Tina Curry, Event Coordinator

CALL SPECIAL SESSION TO ORDER – 5:34 p.m.

MISSION

The City of St. Helens' mission is to provide quality, effective, and efficient service to our citizens.

- Develop and preserve the highest possible quality of life for our 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.

ROUNDTABLE - Councilor Top 2 Priorities in Next 2 Years

Councilor Topaz

- Begin conversations with ODOT Road and Rail for a bridge over Highway 30 at Gable Road
- Focus marketing on attracting a major industry here

Mayor Scholl

- Waterfront Redevelopment
- Public Safety Facility

Councilor Chilton

- Public Safety Facility/Needs
- Increase in sports fields

Council President Morten

- Complete Riverwalk Phase I
- Clean up connections/thoroughfares to Riverwalk

Councilor Birkle

- Public safety in general
- Motorized transportation

Discussion of an overpass. Council President Morten suggested from West Street across the highway.

REVIEW OBJECTIVES AND ACTION ITEMS

1. Draft Goals for 2022-2024

Reviewed draft goals based on community survey responses. A copy is included in the archive packet for this meeting.

Goal 1 – Effective Organizational Structure

- Councilor Topaz wants IT to be a standard and not a goal.
- Mayor Scholl agreed with all of them listed. A sustainable budget is important.
- Council President Morten wants to add an urban trail to the list. Council directed staff to do it, but it hasn't been done yet. Councilor Topaz suggested utilizing volunteers. Government Affairs Specialist Barry explained that it would fit well under Goal 3.

Goal 2 – Community Engagement

- Mayor Scholl pointed out that they were doing a lot more community engagement pre-pandemic.
- Councilor Topaz heard during interviews that a lot of towns were using their library as a community center. He would like to keep the library in mind for community engagement.
- Mayor Scholl talked about the importance of Communications and IT to share information.

Goal 3 – Safe and Livable Community

- Councilor Chilton pointed out that they are working on police funding sources.
- Councilor Topaz wants to connect the Library with Parks & Recreation.
- Council President Morten talked about the urban trail. It will connect six parks. It was pointed out during the work session that a trail from Nob Hill will be connected to the Public Safety Facility and then can connect to McCormick Park. The urban trail can serve as a hub to other trails.
- Councilor Topaz wants to make sure the trails stay safe.
- Councilor Birkle likes that evacuation plans/drills is included to keep staff safe.

Goal 4 – Economic Development

- Councilor Topaz talked about the development behind Starbucks. How will that affect police and transportation? Councilor Chilton said it will be families, seniors, and disabled. It's not necessarily going to be problematic. The traffic issue is going to be a problem. Mayor Scholl suggested they reach out to ODOT. There could be an egress adjacent to Sunset Equipment at Port Avenue and Milton Way. There is a spur back there that would need to be approved by ODOT Rail. Councilor Chilton suggested getting input from City Planner Graichen.
- Councilor Birkle disagreed with attracting one heavy industrial business. It would be good to have discussion about multiple small businesses. Councilor Topaz agreed with that concept. They just need more industrial businesses. Council President Morten agreed with multiple industries to remain sustainable if one goes away.
- Mayor Scholl pointed out that the St. Helens Industrial Business Park property is not ready yet. He suggested crushing the rock on site to use for the Public Safety Facility. It would save a lot of money if that part of the site work was done by Public Works crews. Discussion ensued. City Administrator Walsh said there are some challenges with wetland setbacks. The area Mayor Scholl is referring to is outside of that. Mayor Scholl suggested that it be done this summer. Council directed Walsh to work with Public Works Director Zaher to bring back a plan.

Goal 5 – Long-Term Planning

- Discussion of funding from State resources.

ROUNDTABLE - Councilor Top 2 Priorities Long Term

- Milton Creek Bridge replacement
 - It's been there since the depression

- Part of the framework of the transportation corridor
 - Critical evacuation route
 - Critical public safety access
 - FEMA funding opportunity
 - Hazard mitigation opportunity
 - Good project for State funds recently released
- Sidewalks
 - SDC driven
 - Community support
 - Need to address sidewalks adjacent to roads that have been raised
- Floating pier for fishing and non-motorized boat launch
 - Working on a grant with ODF&W for Grey Cliffs Park

Barry encouraged the Council to communicate with citizens that they are conducting long-range planning.

ADJOURN – 6:43 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

- There is a high need for City attorneys right now. Jordan Ramis is very busy, which affects the response time for document review. They have not completed the review of the tourism contract.
- Tourism audit has begun
- Staff is busy and stressed. Mayor Scholl acknowledged how busy they are and how proud he is of them.

Councilor Chilton asked about tourism revenue and how it is spent. Is it reviewed during the budget cycle? Council President Morten said yes. Mayor Scholl added that they may need to make decisions before the budget so Tina knows what she can spend on upcoming events. Discussion of tourism revenues. The revenues should cover Public Works, Police, and Administration event expenses. Events should be sustainable. Councilor Topaz asked about hotel taxes for long-term residents at the hotels. Walsh responded that taxes are only received for short-term stays. It has had a negative impact on revenue.

ADJOURN – 3:19 p.m.

EXECUTIVE SESSION – Cancelled

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL REGULAR SESSION

Wednesday, March 02, 2022

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Doug Morten
 Councilor Patrick Birkle
 Councilor Stephen R. Topaz
 Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder
 Tina Curry, Event Coordinator

OTHERS

Judy Thompson
 Jane Garcia
 Brady Preheim
 Serena McCurdy

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

PLEDGE OF ALLEGIANCE

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

◆ Judy Thompson.

- She recognized E2C Inc. for their commitment to develop tourism in St. Helens. Volunteering last year allowed her to see how much fun visitors have. Tourism is part of their economic development, and she looks forward to the continued investment with E2C Inc. and community partners.
- She is working on the Kiwanis Parade permit and was concerned with the response she received from Chief Greenway. The staffing study done 10 years ago is still not being met. She listed the staffing needs and the adjustments made due to low staffing at the Police Department. Industry standards are two officers for every 500 people at events. She asked why there is no public safety service fee for new development? Why is public safety in the same fund as Library and Parks & Recreation? Life balance for officers is critical. Council needs to act now. Chief Greenway has it covered. He is dedicated and has dedicated officers.

Mayor Scholl asked if there were any concerns about the parade. Judy said they are working out the details.

Councilor Chilton recognized that Chief Greenway gave a report during today's work session. They are working on a plan for additional support. She appreciates Judy's advocacy.

◆ Tina Curry, Event Coordinator.

- Showed banners that will be displayed at the entrance to the Waterfront property at Cowlitz Street. They were designed by Communications Officer Crystal King.
- They are going to move the pumpkin totem. Does the Council want to put it away or move it to the corner location where the flag used to be? It would give visitors something to take their photo with.

After discussion, there was no objection from Council to put it where the flag was located. They'll move it if there are complaints.

◆ Brady Preheim.

- Comment about the request from the Chamber of Commerce. They had an opportunity to have a paid staff person funded through tourism. They turned it down. He is a former Chair and advocate for the Chamber. They can't just show up and ask for money, but not want to do anything. They chose not to participate in Halloweentown activities, where they could have received tourism dollars. They should receive money from everyone for tourism and not just St. Helens. Is there value having a physical presence year-round? A lot of people obtain information online. He has mixed feelings about the value of a Visitor Center. The building remodel does look great.
- Glad to see Chief Greenway and he agree. When asked about getting officers in and out of the building quickly, Greenway responded that officers will not be in the building. They'll be in the field. What is the need for a fancy new station if they're not going to be there? Brady agreed with the need for additional officers.
- Concerned about comments that were made about spending tourism money. They've already spent money for fireworks. It's not a piggybank. The tourism director generated it for tourism. It is not appropriate for other uses. Tina has plans to spend it to make tourism better. Leave the money alone and let her do what she wants to do to make tourism better. Why does she not have a contract? It shouldn't have taken this long.
- Council is worried about funding for additional officers. They could fund that with all the legal fees they have paid because of Councilor Topaz. Now he has the audacity to ask them to pay his legal fees. They also waste a lot of money when they don't reduce a person's salary after their responsibilities are reduced. It has happened in both Finance and Parks & Recreation.

ORDINANCES – First Reading

- 1. Ordinance No. 3281:** An Ordinance to Annex and Designate the Zone of Certain Property Located Southeast of the Intersection of Pittsburg Road and Meadowview Drive

Mayor Scholl read Ordinance No. 3281 by title. The final reading will be at the next meeting.

RESOLUTIONS

- 2. Resolution No. 1947:** A Resolution Determining that Unsafe Structures Exist Upon Properties as Described in Exhibit A and Directing that Notice to Abate the Nuisance be Posted on Said Premises

Mayor Scholl read Resolution No. 1947 by title. **Motion:** Motion made by Council President Morten and seconded by Councilor Topaz to adopt Resolution No. 1947.

Discussion.

Councilor Chilton asked for clarification on the nuisance. City Recorder Payne explained that the Building Official is requesting they be declared nuisances because their utilities have been shut off. They must have running water for sanitary purposes.

Vote: Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

- 3. Resolution No. 1948:** A Resolution of the City of St. Helens, Oregon Authorizing a Loan from the Special Public Works Fund by Entering into a Financing Contract with the Oregon Infrastructure Finance Authority

Mayor Scholl read Resolution No. 1948 by title. **Motion:** Motion made by Councilor Chilton and seconded by Council President Morten to adopt Resolution No. 1948. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

CONSENT AGENDA FOR APPROVAL

4. Council Minutes:
 - Executive Session Minutes dated February 11 and 16, 2022
 - Work Session, Executive Session, Public Hearing, and Regular Session Minutes dated February 16, 2022
 - Executive Session Minutes dated February 22, 2022
5. OLCC Licenses
6. Accounts Payable Bill Lists

Moton: Motion made by Council President Morten and seconded by Councilor Chilton to approve '4' through '6' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

WORK SESSION ACTION ITEMS

None

COUNCIL MEMBER REPORTS

Council President Morten reported...

- Judy Thompson had a good suggestion about having System Development Charges (SDCs) in place for police. City Administrator Walsh explained that SDCs are set by the Oregon Revised Statutes (ORS). Many jurisdictions add fees on their utility bills for streets, parks, and public safety. They are not able to control the property tax rate, so that is a way to increase revenue for enhanced services. Council President Morten added that SDCs are to allow new residents to pay for growth. He would like to discuss it further.
- Parks & Recreation Commission meeting on March 14.
- Received a call from Kenneth Gates prior to the last meeting. He and Casey Wheeler wanted to meet him at the Food Bank. They were the visionaries in creating the new Food Bank. He toured the facility and was amazed at what it will offer the community. It's in the middle of town. Councilor Topaz added that donating is a good way to be part of the Food Bank.

Council Topaz reported...

- The Hunger Run for the Food Bank is on Saturday. They needed a permit, which they had to pay \$500 for. He was surprised that it couldn't be waived.
- The Elks donated \$8,000 to the Food Bank. The Food Bank thanked them. He would like the Council and newspapers to inform the community about the donation. He suggested the City's Communications staff do something for it.
- Plans have changed in strange ways. When they first started the Riverwalk design, it was 21 feet wide and then it widened to 30 feet for ambulances. When the Veneer property was purchased, there was a Code change that said there was public property about 50 feet wide. Reducing to 30 feet, they lost about 40% of the public ground in the design. The public is not going to be happy when they go from 50 feet to 30 feet.
- He went to the County Tax Office on Monday to find out how much money the marijuana grow operations pays. He found out that the only ground owned by the marijuana group is a 100 foot by 100-foot area, which they pay \$518 per year. The City sold them 8.6 acres. They should be

paying \$19,000 a year. If they pay the rate he pays for his place, they should be paying \$75,000. Most of the ground is City-owned. Is the City preventing the County from getting \$75,000? It needs to be investigated. Multiple buildings were put there so they could get permits. The City has to okay those permits so OLCC can issue those permits. Is that handled by Council or staff? He found out from the County that the office is a year behind in permits.

Councilor Chilton reported...

- She suggested they investigate using timber sale revenue to help fund police. Mayor Scholl said they are already exhausting those funds for the Public Safety Facility. They are spending \$3.6 million from the General Fund. They have given raises and added positions since he started. Councilor Topaz said he has seen fundraisers for new equipment and asked if they could use that mechanism. Walsh added that there are a lot of fiscal policies with one-time funding sources. Right now, those investments are in community and economic development. Mayor Scholl said there is a balance of funding. Police and Public Works are two of them. Councilor Chilton agrees with the need, but feels public safety needs to be priority number one. She looks forward to the police funding discussion and what the timber fund revenues are used for. Council President Morten said he brought up the urban trail during the special session, which is very inexpensive to implement. He agreed that the Police Department needs to catch up with staffing. They are fortunate to have a lot of park volunteers. He supports Councilor Chilton's ideas. Councilor Chilton thinks there will be a lot of support from staff.
- Her family is expanding. She is due with a baby in August and plans on staying very involved.

Councilor Birkle reported...

- It's important to recognize that March is Women's History Month. They are not diminishing men by promoting women. It's important to look at all the important contributions by women.
- He and his wife will be walking in the Hunger Run.
- He and his wife will be training with CERT.
- Planning Commission meeting next week. City Planner Graichen's report in the packet includes a great picture that shows the flight path of the plane conducting the aerial photography.

MAYOR SCHOLL REPORTS

- It was good to review the goals during the special session tonight.
 - Public Works has been understaffed. They need balance.
 - The timber revenue was spent for the Community Center.
 - There are a lot of listed Capital Improvement projects that likely can't be funded.
 - He supports the Police but there needs to be balance.
- They are working on the tourism contract. The City's contract attorneys are very busy right now.
- He's encouraged about tomorrow's joint meeting.

OTHER BUSINESS

None

ADJOURN – 7:49 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:

2022 RENEWALS

<u>Licensee</u>	<u>Tradename</u>	<u>Location</u>	<u>Purpose</u>
Double N Enterprises Inc	O'Nammy's	343 S Columbia River HWY	Renewal
Guitron-Galvan Inc	El Tapatio Restaurant	2105 Columbia BLVD	Renewal
Phongphudtha, Somyot	Noi's Thai Kitchen	524 Milton Way	Renewal
Sun & John LLC	West Street Grocery Market	305 N 7 th Street	Renewal
TD Montoya Inc	Columbia Tavern	467 Columbia BLVD	Renewal
Thrifty Payless Inc	Rite Aid #5333	785 Columbia River HWY	Renewal
Walgreen Co	Walgreens #10056	175 S Columbia Rivaer HWY	Renewal
Walmart Inc	Walmart #2422	2295 Gable RD	Renewal

2022 NEW OWNERS

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

<u>Licensee</u>	<u>Tradename</u>	<u>Location</u>	<u>Purpose</u>
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Building Maintenance - Utility Worker I

DEPARTMENT: Public Works
DIVISION: Facilities Maintenance
SUPERVISOR: Facilities Maintenance Supervisor
CLASSIFICATION: Non-Exempt (overtime eligible)
UNION: Yes
CONFIDENTIAL: No

POSITION SUMMARY

Plans, performs, and/or coordinates a variety of skilled and semi-skilled work including carpentry and painting work related to maintenance, construction, and repair of City buildings and facilities. Operates a variety of equipment in the construction, operation, repair, maintenance, and replacement of City water, sewer, street, and storm drainage facilities and systems.

SUPERVISION RECEIVED

Works under the direction of the Facilities Maintenance Supervisor or a designated alternate.

SUPERVISION EXERCISED

May serve as lead worker over new and/or temporary employees, providing training, instruction, and/or direction for simple or semi-skilled tasks.

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

- Performs duties related to building maintenance in areas of carpentry and painting including basic construction, finish work, and repair.
- Maintains a variety of records relating to inspections and buildings maintenance activity.
- Ensures the proper maintenance of equipment and tools by cleaning and checking equipment and tools after use.
- Drives trucks of various sizes and weights in the loading, hauling, and unloading of various equipment, gravel, and sand.
- Performs routine inspection and preventive maintenance on assigned equipment and refers defects or needed repairs to supervisor; cleans equipment.
- Operates light and medium-sized construction and power equipment, such as mechanized broom, jitter/vacuum truck, backhoe/loader, and other equipment as necessary.
- Performs required labor involved in construction and maintenance projects as part of a crew, including pavement cutting, ditch digging, manhole and line cleaning, main and pipe repair, laying, and backfilling.
- Assists in the training of lower-level employees to increase their skills in the maintenance of City buildings and in maintenance, construction and repair of water, sewer, street, and storm drainage facilities.
- Operates a variety of power, construction, and maintenance equipment used in building maintenance as well as in the water, sewer, and street departments.

- Performs all duties in conformance to appropriate safety and security standards.
- May evaluate building maintenance needs and provide recommendations on repair/remodel of City buildings.
- May paint street lines and symbols.
- May maintain and install street signage within the city limits.
- Performs other duties as assigned as it pertains to this job and the department
- Serves on various employee or other committees as it pertains to this job and the department
- Assists on occasion with inspections and/or repairs of chlorine machine, booster pumping stations, reservoir, meters, streets, drainage systems, and sewer system at frequent intervals to ensure that all aspects of the systems are functioning properly.
- Responds to complaints regarding water leaks, pressure loss, or no water; evaluates situation; explains findings to supervisor.
- Be available to respond for emergency call-back as necessary and respond to off-duty requests.
- Occasionally contacts residents and business owners in area where services will be discontinued and explains when services will be shut off and how soon it will be turned back on.
- Occasionally cuts, fits, lays, repairs, taps, cleans, and flushes water mains, pipes, gates and fittings on repair of mains and services and installation of services and fire hydrants; assists in shutting off broken sections of water mains.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- a. Graduation from high school education or GED equivalent, and
- b. Two years of experience relating to construction, maintenance, or repair, or
- c. Any equivalent combination of education and experience.

KNOWLEDGE, SKILLS, AND ABILITIES

- a. Knowledge of equipment, facilities, materials, methods, and procedures used in maintenance, construction, and repair activities.
- b. Knowledge of HVAC systems and equipment.
- c. Skill in operation of some of the listed tools and equipment.
- d. Ability to perform heavy manual tasks for extended periods of time; ability to work safely; ability to communicate effectively verbally and in writing; ability to establish and maintain effective working relationships with employees, other departments, and the public; ability to understand and carry out written and oral instructions.
- e. Skill in basic and finish carpentry, including painting.
- f. Knowledge of building codes and construction standards in the areas of assignment.

SPECIAL REQUIREMENTS

- Valid State Driver's license and CDL certification, or ability to obtain one within 1 year.
- First Aid and CPR Certificate ability to obtain one within 6 months.

- Flagging and Traffic Safety Certificate or ability to obtain one within 1 year.

TOOLS AND EQUIPMENT USED

Motorized vehicles and equipment, including dump truck, pickup truck, utility truck, street sweeper, jitter/vacuum truck, street roller, manlift, tamper, jack hammer, plate compactor, saws, pumps, compressors, sanders, generators, common hand and power tools, shovels, wrenches, detection devices, mobile radio, phone, ditch witch, carpentry tools, cement tools, concrete tools, and painting equipment.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee frequently is required to stand and talk or hear. The employee is occasionally required to walk; sit; climb or balance; stoop, kneel, crouch, or crawl; and smell.

The employee must frequently lift and/or move up to 60 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

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

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

The noise level in the work environment is usually loud.

EMPLOYEE ACKNOWLEDGMENT

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

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

I acknowledge that I have received a copy of the **Building Maintenance - Utility Worker I** job description. I understand that it is my responsibility to adhere to the Essential Duties and Responsibilities as outlined within this job description.

My signature below is evidence that I have reviewed and concurred that the above detailed job description appropriately describes the work of the position, including essential job functions, the minimum education and experience required of the position, and the physical demands of the position.

Signatures:

Building Maintenance - Utility Worker I

Date

Print Name: _____

Public Works Supervisor

Date



St. Helens, OR

Expense Approval Register

Packet: APPKT00507 - AP 3.4.2022

Item #11.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
SOUTH COLUMBIA COUNTY C...	184	03/01/2022	MEMBERSHIP PLATINUM LEVEL	100-703-52013	1,000.00
ROSS DENISON LAW	2.25.2022	03/01/2022	PROFESSIONAL SERVICES COU...	100-704-52019	1,125.00
COUNTRY MEDIA INC	560079	03/01/2022	PUBLIC NOTICE	100-710-52011	190.65
COUNTRY MEDIA INC	560080	03/01/2022	PUBLIC NOTICE	100-710-52011	224.75
COUNTRY MEDIA INC	560081	03/01/2022	PUBLIC NOTICE	100-710-52011	261.95
CINTAS	8405566504	03/01/2022	PARKS FIRST AID CABINET SER...	100-708-52001	91.11
ERSKINE LAW PRECTICE LLC	3.1.2022	03/03/2022	2/1-2/28/2022	100-704-52019	6,673.36
OREGON PATROL SERVICE	7880	03/03/2022	COURT SERVICES	100-704-52019	1,086.40
NET ASSETS	95-202202	03/03/2022	ESCROW TITLE SERVICES	100-707-52019	555.00
COLUMBIA COUNTY SHERIFFS...	FEB 22 SHPD	03/03/2022	FIRING RANGE USE	100-705-52019	200.00
JACKSON KOLLAR	INV0002424	03/03/2022	REFUND PUBLIC RECORDS RE...	100-000-37004	20.00
JAMIE EDWARDS - AP	INV0002425	03/03/2022	MILEAGE REIMBURSEMENT F...	100-707-52001	29.13
CITY OF ST. HELENS	INV0002426	03/03/2022	REFUND WITHDRAWAL PERMIT...	100-000-20700	11.35
CITY OF ST. HELENS	INV0002426	03/03/2022	REFUND WITHDRAWAL PERMIT...	100-000-35003	61.48
CITY OF ST. HELENS	INV0002426	03/03/2022	REFUND WITHDRAWAL PERMIT...	100-000-35004	42.00
CITY OF ST. HELENS	INV0002426	03/03/2022	REFUND WITHDRAWAL PERMIT...	100-000-35009	94.58
LEAGUE OF OREGON CITIES	10283	03/08/2022	JOB POST	100-706-52014	20.00
HUDSON GARBAGE SERVICE	11883447S046	03/08/2022	1554- TRASH PUBLIC LIBRARY	100-706-52003	61.35
HUDSON GARBAGE SERVICE	11883665S046	03/08/2022	7539- TRASH CITY HALL 265 ST...	100-715-52023	99.10
HUDSON GARBAGE SERVICE	11883666S046	03/08/2022	2046-1287547 - POLICE GARB...	100-705-52023	99.10
HUDSON GARBAGE SERVICE	11883668S046	03/08/2022	7598- TRASH MCCORMICK ARK	100-708-52023	474.71
HUDSON GARBAGE SERVICE	11883669S046	03/08/2022	7636- TRASH COL VIEW PARK ...	100-708-52023	185.49
HUDSON GARBAGE SERVICE	11884128S046	03/08/2022	5273- TRASH REC CENTER CH...	100-709-52023	70.55
PERMA-BOUND	1915213-00	03/08/2022	BOOKS	100-706-52033	218.93
CHAVES CONSULTING INC	210593	03/08/2022	MONTHLY USER FEE PER USER...	100-702-52019	185.10
CBM SYSTEMS LLC	221688	03/08/2022	JANITORIAL SERVICES	100-705-52023	1,019.95
CBM SYSTEMS LLC	221688	03/08/2022	JANITORIAL SERVICES	100-706-52023	2,000.00
CBM SYSTEMS LLC	221688	03/08/2022	JANITORIAL SERVICES	100-708-52023	127.85
CBM SYSTEMS LLC	221688	03/08/2022	JANITORIAL SERVICES	100-709-52023	152.76
CBM SYSTEMS LLC	221688	03/08/2022	JANITORIAL SERVICES	100-715-52023	1,269.80
PEAK ELECTRIC GROUP LLC	23484	03/08/2022	FLOOD LIGHT PD	100-705-52019	1,221.50
INGRAM LIBRARY SERVICES	57738093	03/08/2022	BOOKS 20C7921	100-706-52033	294.32
INGRAM LIBRARY SERVICES	57738095	03/08/2022	BOOKS 20C7921	100-706-52033	17.31
INGRAM LIBRARY SERVICES	57738096	03/08/2022	BOOKS 20C7921	100-706-52033	127.40
INGRAM LIBRARY SERVICES	57738096	03/08/2022	BOOKS 20C7921	100-706-52035	-37.14
INGRAM LIBRARY SERVICES	57811829	03/08/2022	BOOKS 20C7921	100-706-52033	98.25
COMMUNICATIONS NORTHW...	75672	03/08/2022	RADIO REPAIR	100-705-52001	195.00
CODE PUBLISHING	GC00115991	03/08/2022	ANNUAL WEB FEES	100-702-52019	541.50
Fund 100 - GENERAL FUND Total:					20,109.59
Fund: 201 - VISITOR TOURISM					
E2C	4457	03/01/2022	MONTHLY MARKETING TINA ...	201-000-52019	10,000.00
E2C	4458	03/01/2022	ENTERTAINMENT PROPS STAFF..	201-000-52028	10,906.28
NORTHWEST PARKING EQUIP...	001	03/08/2022	CREDIT CARD MACHINE FOR B...	201-000-52028	11,480.06
Fund 201 - VISITOR TOURISM Total:					32,386.34
Fund: 202 - COMMUNITY DEVELOPMENT					
CITY OF ST. HELENS	19388	02/28/2022	CDBG PROJECT FOOD BANK P...	202-721-52096	257.50
MASON BRUCE & GIRARD INC	30156	03/08/2022	FOREST MANAGEMENT 01031...	202-724-52019	2,219.25
Fund 202 - COMMUNITY DEVELOPMENT Total:					2,476.75
Fund: 203 - COMMUNITY ENHANCEMENT					
CITY OF ST. HELENS	INV0002426	03/03/2022	REFUND WITHDRAWAL PERMIT...	203-711-35020	5.94
BELSON OUTDOORS LLC	3.8.2022	03/08/2022	PICNIC TABLES COL CENTER C...	203-706-52101	4,125.34
Fund 203 - COMMUNITY ENHANCEMENT Total:					4,131.28

Expense Approval Register

Packet: APPKT00

Item #11.

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 205 - STREETS					
COLUMBIA RIVER PUD	3000635	03/03/2022	STREET LIGHT MAINTENANCE	205-000-52003	318.52
Fund 205 - STREETS Total:					318.52
Fund: 305 - PARKS SDC					
OREGONIAN MEDIA GROUP	0002833235	02/28/2022	ANNOUNCEMENTS / PUBLIC ...	305-000-52019	136.37
Fund 305 - PARKS SDC Total:					136.37
Fund: 603 - SEWER					
ALS GROUP USA CORP	36-51-573411-0	03/01/2022	NH3 AMMONIA SELECTIVE EL...	603-736-52064	50.00
ALS GROUP USA CORP	36-51-573411-0	03/01/2022	NH3 AMMONIA SELECTIVE EL...	603-737-52064	50.00
ALLSTREAM	18148986	03/03/2022	ALLSTREAM PHONE ACCT 754...	603-736-52010	25.19
ALLSTREAM	18148986	03/03/2022	ALLSTREAM PHONE ACCT 754...	603-737-52010	25.19
HUDSON GARBAGE SERVICE	11883539S046	03/08/2022	8333- TRASH WWTP 451 PLY...	603-736-52023	141.40
HUDSON GARBAGE SERVICE	11883539S046	03/08/2022	8333- TRASH WWTP 451 PLY...	603-737-52023	141.40
CBM SYSTEMS LLC	221688	03/08/2022	JANITORIAL SERVICES	603-736-52023	233.22
COLUMBIA RIVER PUD	3.1.2022	03/08/2022	38633 594 S 9 ST POWER	603-737-52003	12,913.43
Fund 603 - SEWER Total:					13,579.83
Fund: 702 - INFORMATION SYSTEMS					
U.S BANK EQUIPMENT FINANCE	465143212	03/01/2022	CONTRACT PAYMENT EQUIPM...	702-000-52006	267.31
ALLSTREAM	18148986	03/03/2022	ALLSTREAM PHONE ACCT 754...	702-000-52010	50.37
SOLUTIONS YES	INV308109	03/03/2022	CONTRACT C11782-01 CITY HA...	702-000-52006	11.23
SOLUTIONS YES	INV308414	03/03/2022	C13344-01 265 STRAND ST	702-000-52006	103.16
COMCAST	2.21.2022	03/08/2022	COMCAST CABLE 8778108990...	702-000-52003	1,617.01
Fund 702 - INFORMATION SYSTEMS Total:					2,049.08
Fund: 703 - PW OPERATIONS					
HUDSON GARBAGE SERVICE	11883667S046	03/08/2022	7555- TRASH PW 984 OR ST	703-734-52023	87.65
HUDSON GARBAGE SERVICE	11884174S046	03/08/2022	CASCADES TISSUE SITE	703-734-52023	135.96
Fund 703 - PW OPERATIONS Total:					223.61
Fund: 704 - FACILITY MAJOR MAINTNANCE					
NELSON TRUCK EQUIPMENT C...	726605	03/02/2022	BLACK IRON PACKAGE	704-000-53029	8,088.00
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					8,088.00
Grand Total:					83,499.37

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	20,109.59
201 - VISITOR TOURISM	32,386.34
202 - COMMUNITY DEVELOPMENT	2,476.75
203 - COMMUNITY ENHANCEMENT	4,131.28
205 - STREETS	318.52
305 - PARKS SDC	136.37
603 - SEWER	13,579.83
702 - INFORMATION SYSTEMS	2,049.08
703 - PW OPERATIONS	223.61
704 - FACILITY MAJOR MAINTNANCE	8,088.00
Grand Total:	83,499.37

Account Summary

Account Number	Account Name	Expense Amount
100-000-20700	State Surcharge	11.35
100-000-35003	Building Permits	61.48
100-000-35004	Building Admin Fees	42.00
100-000-35009	Plan Reveiew Fees	94.58
100-000-37004	Miscellaneous	20.00
100-702-52019	Professional Services	726.60
100-703-52013	Membership	1,000.00
100-704-52019	Professional Services	8,884.76
100-705-52001	Operating Supplies	195.00
100-705-52019	Professional Services	1,421.50
100-705-52023	Facility Maintenance	1,119.05
100-706-52003	Utilities	61.35
100-706-52014	Recruiting Expenses	20.00
100-706-52023	Facility Maintenance	2,000.00
100-706-52033	Printed Materials	756.21
100-706-52035	Audio Materials	-37.14
100-707-52001	Operating Supplies	29.13
100-707-52019	Professional Services	555.00
100-708-52001	Operating Supplies	91.11
100-708-52023	Facility Maintenance	788.05
100-709-52023	Facility Maintenance	223.31
100-710-52011	Public Information	677.35
100-715-52023	Facility Maintenance	1,368.90
201-000-52019	Professional Services	10,000.00
201-000-52028	Projects & Programs	22,386.34
202-721-52096	CDBG Grant Expenses	257.50
202-724-52019	Professional Services	2,219.25
203-706-52101	ARPA Expenses	4,125.34
203-711-35020	Building Technology Fee	5.94
205-000-52003	Utilities	318.52
305-000-52019	Professional Services	136.37
603-736-52010	Telephone	25.19
603-736-52023	Facility Maintenance	374.62
603-736-52064	Lab Testing	50.00
603-737-52003	Utilities	12,913.43
603-737-52010	Telephone	25.19
603-737-52023	Facility Maintenance	141.40
603-737-52064	Lab Testing	50.00
702-000-52003	Utilities	1,617.01
702-000-52006	Computer Maintenance	381.70
702-000-52010	Telephone	50.37
703-734-52023	Facility Maintenance	223.61
704-000-53029	Public Works	8,088.00
Grand Total:		83,499.37

Project Account Summary

Project Account Key	Expense Amount
None	83,499.37
Grand Total:	83,499.37