

# **COUNCIL REGULAR SESSION**

Wednesday, August 03, 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 | <u>www.sthelensoregon.gov</u> Email | <u>kpayne@sthelensoregon.gov</u> 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

## DELIBERATIONS

1. Street Vacation of Sections of right-of-way along N. River Street, N. 1st Street, Columbia Blvd. and S. River Street (Keith Locke, et. al.)

## **ORDINANCES** – First Reading

2. Ordinance No. 3286: An Ordinance to Amend the City of St. Helens Zoning District Map to Add a Planned Development Overlay Zone for Certain Property Located at the Southeast Corner of the Pittsburg Road and Meadowview Drive Intersection

## RESOLUTIONS

**3. Resolution No. 1961:** A Resolution Approving Referral to the Electors of the City of St. Helens at the November 8, 2022 General Election, the Question of Whether to Prohibit Psilocybin Service Centers and the Manufacture of Psilocybin Products within the City

## AWARD BID/CONTRACT

4. Award Bid and Authorize Mayor to Execute Contract for 2022 Annual Striping Project to Specialized Pavement Marking, LLC in the amount of \$38,002

# **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**

- 5. Extension of Agreement with Columbia County for Community Corrections Work Crews
- 6. First Amendment to Agreement with Keller Associates, Inc. for the Water Master Plan Update
- 7. Contract with Duke's Root Control, Inc. for Services to Eliminate Roots from Sanitary Sewer System
- 8. Second Amendment to Agreement with David Evans & Associates, Inc. for Columbia Blvd. Sidewalk and Safety Improvements Project
- 9. Notice of Measure Election Psilocybin Moratorium

# **CONSENT AGENDA FOR APPROVAL**

- 10. Council Work Session, Public Hearings, and Regular Session Minutes dated June 15, 2022
- 11. Proposed New Librarian 1 (Youth Librarian) Job Description
- 12. 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/82846793582?pwd=bCoe2bCGobVELJdnRr1sxazux\_0Cze.1

Meeting ID: 828 4679 3582

Passcode: 407204

Dial: 346-248-7799

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

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

# City of St. Helens ORDINANCE NO. 3286

# AN ORDINANCE TO AMEND THE CITY OF ST. HELENS ZONING DISTRICT MAP TO ADD A PLANNED DEVELOPMENT OVERLAY ZONE FOR CERTAIN PROPERTY LOCATED AT THE SOUTHEAST CORNER OF THE PITTSBURG ROAD AND MEADOWVIEW DRIVE INTERSECTION

WHEREAS, applicants have requested to amend the City of St. Helens Zoning District Map for property described in **Exhibit "A"** and depicted **as Exhibit "B"** attached hereto and made part of this reference to add a Planned Development Overlay Zone; and

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

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

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

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

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

**Section 2.** The City of St. Helens Zoning District Map is amended to add a Planned Development Overlay Zone for the property described herein.

**Section 3.** In support of the aforementioned Zone District Map Amendment, the Council hereby adopts the Findings of Fact and Conclusions of Law, attached hereto as **Exhibit "C"** and made part of this reference.

**Section 4.** The two parcels that make up the property shall be used together as a Planned Development (not separately or individually) for the Planned Development Overlay Zone to be utilized.

**Section 5.** The minimum lot size and minimum side yard (setback) of the underlying zoning district (currently Moderate Residential, R7) shall apply and are not subject to the flexibility of SHMC 17.148.080 for any development utilizing this Planned Development Overlay Zone. Standards other than minimum lot size and minimum side yard may still be flexible as per SHMC 17.148.080.

**Section 6.** 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:	August 3, 2022
Read the second time:	August 17, 2022

# **APPROVED AND ADOPTED** this 17th day of August 2022 by the following vote:

Ayes:

Nays:

ATTEST:

Rick Scholl, Mayor

Kathy Payne, City Recorder

# EXHIBIT A

# LEGAL DESCRIPTION

A parcel of land located in the E <sup>1</sup>/<sub>2</sub>, 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);

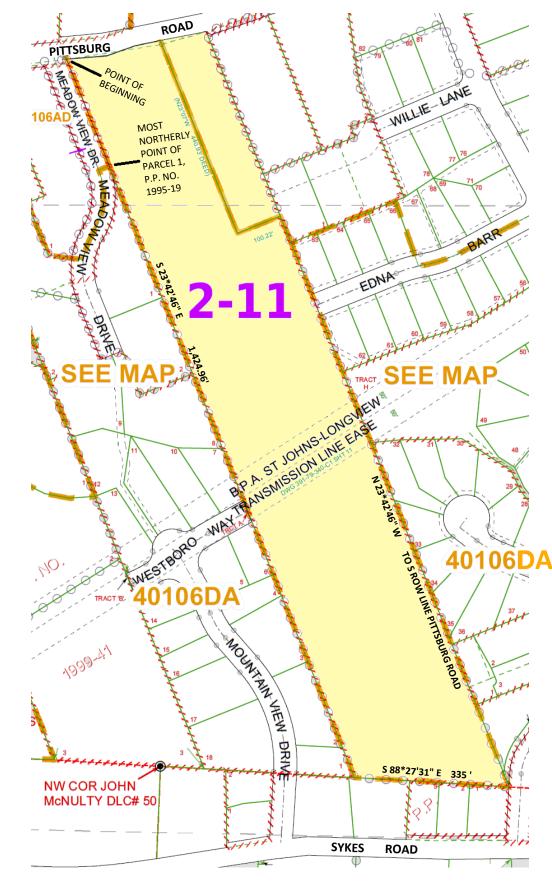
Thence, South 23°42'46" East a distance of 1,424.96 feet;

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.

# E. 1/2 SEC.6 T.4N. R.1W. W.M. COLUMBIA COUNTY



NORTH

# CITY OF ST. HELENS PLANNING DEPARTMENT FINDINGS OF FACT AND CONCLUSIONS OF LAW Planned Developed (overlay zone) PD.2.22

APPLICANT:	Ken Sandblast, Westlake Consultants, Inc.
<b>OWNER:</b>	Chieko Comstock
ZONING:	Moderate Residential, R7
LOCATION:	Southeast of the intersection of Pittsburg Road & Meadowview Drive
	4N1W-6D-604 and 4N1W-6AD-2600
<b>PROPOSAL:</b>	Planned Development (Zoning Overlay)

#### SITE INFORMATION / BACKGROUND

The subject property is approximately 12 acres in size and is undeveloped. The property is roughly rhomboidal is shape and generally descends in elevation where is abuts Pittsburg Road to is southern boundary that abuts a row of lots that abut Sykes Road. The property itself does not abut Sykes Road. There are two wetland areas that divide the property into three segments. Some roads stub to the property along the long sides of the rhombus such as Westboro Way on the west side and Edna Barr Lane on the east side. Also, Meadowview Drive on the NW side and Barr Avenue on the SE side abut the property along their sides.

This property is was annexed recently (file Annexation A.5.21) via Ordinance No. 3281 adopted by the City of St. Helens in March of this year.

Associated files: Subdivision Preliminary Plat SUB.2.22

## **PUBLIC HEARING & NOTICE**

**Public hearing** before the Planning Commission for *recommendation to the City Council*: July 12, 2022. Public hearing before the City Council: July 20, 2022.

**Notice** of this proposal was sent to the Oregon Department of Land Conservation and Development on May 17, 2022 through their PAPA Online Submittal website.

**Notice** of this proposal was sent to surrounding property owners within 300 feet of the subject property(ies) on May 20, 2022 via first class mail. Notice was sent to agencies by mail or e-mail on the same date.

Notice was published on June 29, 2022 in The Chronicle newspaper.

#### **APPLICATION COMPLETENESS**

This application was originally received on April 11, 2022. Staff identified missing information or other aspects that rendered the application incomplete and notified the applicant of the issue pursuant to SHMC 17.24.050 on April 29, 2022. The applicant provided revised or new

information for this application on May 9, 2022. The application fee payment was received on May 16, 2022, and the application was deemed complete on this day.

**The 120-day rule (ORS 227.178) for final action for this land use decision is** not applicable per ORS 227.178(7).

#### **AGENCY REFERRALS & COMMENTS**

No comments as of the date if this report.

#### **APPLICABLE CRITERIA, ANALYSIS & FINDINGS**

#### SHMC 17.148.060 – Planned Development Allowed and Disallowed

(1) A planned development shall not be allowed on any lands, with less than a two-acre minimum, shown on the comprehensive plan map as "developing areas".

(2) A planned development shall not be allowed in residential zones located in areas designated as "established areas" on the comprehensive plan map, except the commission may approve a planned development within an "established area" where the commission finds:

(a) Development of the land in accordance with the provisions of the "established area" would:

(i) Result in an inefficient use of land;

(ii) Result in removing significant natural features; or

(iii) Result in a change of the character of the area surrounding a significant historic feature or building;

(b) The planned development approach is the most feasible method of developing the area; and

(c) The site is of a size and shape that the compatibility provisions of Chapter 17.56 SHMC can be met.

**Discussion:** If the subject property is considered "developing," SHMC 17.148.060(1) is the section to review for the planned development (PD) overlay consideration. If the subject property is considered "established," SHMC 17.148.060(2) is the section to review for the PD overlay consideration.

**Finding(s):** When annexed via Ordinance No. 3281, the property was determined to be "developing." Thus, the 2-are minimum provisions must be considered. The subject property is approximately 12 acres in size. However, it is divided into two separate parcels at approximately 11 acres and 1 acre. In order to utilize the planned development overlay zone for a development proposal, both parcels shall be included in a PD proposal. The purpose of this is to ensure the PD meets the intended size requirement and to prevent leftover (excluded) area that does not meet the size requirement.

#### SHMC 17.20.120(1) – Standards for Legislative Decision

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

(a) The statewide planning goals and guidelines adopted under ORS Chapter 197, including compliance with the Transportation Planning Rule, as described in SHMC 17.08.060;

(b) Any federal or state statutes or guidelines found applicable;

(c) The applicable comprehensive plan policies, procedures, appendices and maps;

(d) The applicable provisions of the implementing ordinances; and

(e) A proposed change to the St. Helens zoning district map that constitutes a spot zoning is prohibited. A proposed change to the St. Helens comprehensive plan map that facilitates a spot zoning is prohibited.

(2) Consideration may also be given to:

(a) Proof of a change in the neighborhood or community or a mistake or inconsistency in the comprehensive plan or implementing ordinance which is the subject of the application.

**Discussion:** A number of parcels of land are involved, and thus by definition (Chapter 17.16) the legislative zone change process applies.

#### Findings:

(a) This criterion requires analysis of the applicable statewide planning goals. The applicable goals in this case are Goal 1, Goal 2, Goal 5, Goal 10, and Goal 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 required too. Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties. The city has met these requirements and notified DLCD of the proposal.

Given the public vetting for the plan, scheduled public hearings, and notice provided, Goal 1 is satisfied

#### 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 Statues (ORS) Chapter 268.

The City and State (i.e., DLCD) coordinated with regard to the adoption of this proposal. The city notified DLCD as required by state law prior to the public hearings to consider the proposal.

There are no known federal or regional documents that apply to this proposal. Comprehensive Plan consistency is addressed further below.

Given the inclusion of local, state, regional and federal documents, laws, participation and opportunity for feedback as applicable, Goal 2 is satisfied

## Statewide Planning Goal 5: Natural Resources, Scenic & Historic Areas, & Open Spaces

It is the purpose of this goal to protect natural resources and conserve scenic and historic areas and open spaces. This includes riparian corridors, wetlands, wildlife habitat, natural area, and others.

The proposed zoning map overlay would allow for more flexible development standards to accommodate the identified wetland and riparian resources and required upland buffer within the property. Those resources as identified in the city's Comprehensive Plan and Development Code resources are:

Wetland MC-1 – 75' upland protection zone Wetland MC-2 – 50' upland protection zone R-MC-18 not significant riparian corridor – no upland protection zone

The property owner has obtained an approved wetland delineation from the Oregon Division of State Lands to affirm the actual boundaries of the resources—WD # 2021-0642—as of March 3, 2022.

Given the flexibility of the PD overlay, that will offer protection of the identified and inventoried wetland resource, while still allowing use of the land, Goal 5 is met.

#### 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 multidwelling 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.

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

The subject property would not be efficiently developed as a subdivision without the Planned Development overlay zone because of its substantial make up of wetlands. This proposal simply allows a greater potential number of units.

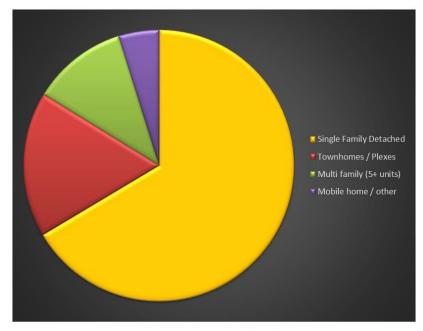
Land Need (net acres)	
Low Density*	240
Medium Density**	40
High Density	24
Manufactured Home Parks	5
Total	309
Buildable Land Inventory (net acres)	
Low Density	532
Medium Density	93
High Density	16
Manufactured Home Parks	45
Commercial/Mixed Use***	19
Total	705
UGB Land Surplus/Deficit (net acres)	$\sim$
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. The area clouded in red identifies the surplus of low and medium density lands, and slight deficit of high-density lands. These numbers reflect a projection of residential land needs accommodating a 20-year housing demand forecast (from 2019).

As noted above, the deficit in high density residential is resolved by mulitdwelling development on commercial lands subsequent to the HNA's (and BLI's) adoption in 2019.

However, type of housing is also a component of this (not just quantity). The R7 zoning allows for detached single-family dwellings, manufactured homes, duplexes and ADUs as outright permitted uses. Though this may continue the dominance of the detached single-family dwelling for the city's housing type mix other less represented housing types are possible.



Left: Existing housing mix 2013-2017, City of St. Helens.

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

#### Statewide Planning Goal 12: Transportation

Goal 12 requires local governments to "provide and encourage a safe, convenient and economic transportation system." Goal 12 is implemented through DLCD's 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.

A traffic impact analysis shall be submitted with a plan amendment or zone change application, **as applicable**, pursuant to Chapter 17.156 SHMC. See Section (d) below for a more detailed discussion of the TPR and implementing ordinances

(b) This criterion requires analysis of any applicable federal or state statutes or guidelines in regard to the residential zone change request.

There are no known applicable federal or state statutes or guidelines applicable to this development overlay zone request.

(c) This criterion requires analysis of applicable comprehensive plan policies, procedures, appendices, and maps. The proposal is to add a planned development overlay zone to an existing Moderate Residential (R7) zone to allow more flexibility in development standards. This overlay zone would not change the quantity of available lands for residential development

The applicable Comprehensive Plan goals and policies are:

## SHMC 19.080.060 (2) Natural factors and local resources goals and policies

(a) To maintain, and where possible, enhance the air, water, and land resources of the St. Helens area
[...]
(e) To preserve open spaces within and between urban living areas
(f) To encourage the protection of the forest area thin the urban growth boundary
[...]

## SHMC 19.12.030 Suburban residential category goals and policies

(1) Goals. To establish conditions which will maintain attractive, convenient, residential living typical of moderate density semi-urban areas.
(2)Policies. It is the policy of the city of St. Helens to:

[...]

(b) Permit a degree of flexibility in residential site design and a mixture of housing, including multi-dwelling units, through the planned development procedures.
(c) Promote the development of homesites at a density and standard consistent with: the level of services that can reasonably be provided and the characteristics of the natural environment

[...]

The Council determined that the flexibility the planned development overlay zone allows is warranted for this in-fill development, provided that the minimum lot size and minimum side yard of the R7 zone be maintained to remain consistent with the development patters (lot size/density and air light and space between buildings) of adjacent and neighboring properties.

In addition to receiving much testimony about neighborhood compatibility, the Commission and Council (and public testimony) also noted testimony from the applicant and prospective developer (Noyes Development) for the recent Annexation of the property and the emphasis on large lots. The Commission and Council observed that despite this emphasis to accept/advocate for the R7 zone as part of the Annexation process, the lot sizes on the proposed preliminary plat (file SUB.2.22) associated with this Planned Developed proposal are predominately less then the R7 minimal lot size (i.e., 7,000 s.f.), many being under or approximately 5,000 square feet and more akin to an R5 zone development.

Due to the protection and required buffer of the identified wetland resource, this proposal aids at preserving open space and protecting natural areas (some forested) within the urban area. The proposed overlay zoning district allows flexibility to accomplish adequate preservation, while still providing development at a density standard consistent with the zoning (given the Council's

7 of 9 Page 13

findings just described), level of services that can be provided, and the characteristics of the natural environment.

(d) This criterion requires that the proposal not conflict with the applicable provisions of the implementing ordinances.

This Planned Development overlay will help provide economic use of the property whilst also promoting preservation of the significant wetlands on the site and their upland protection zones per Chapter 17.40 SHMC. It will help prevent conflict with Chapter 17.40 SHMC.

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

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

The PD overlay is a zone change action; thus, spot zoning must be analyzed.

The Council determined that the minimum lot size and minimum side yard of the R7 zone be maintained to remain consistent with the development patters (lot size/density and air light and space between buildings) of adjacent and neighboring properties. As such, the flexibility for lot size and side yard as possible per SHMC 17.148.080 cannot be granted:

#### SHMC 17.148.080 Applicability of base zone provisions.

(1) The provisions of the base zone are applicable as follows:

(a) Lot Dimensional Standards. The minimum lot size, lot depth and lot width standards shall not apply except as related to the density computation under Chapter <u>17.56</u> SHMC;

(b) Site Coverage. The site coverage provisions of the base zone shall apply;

(c) Building Height. The building height provisions shall not apply except within 100 feet of an "established area"; and

(d) Structure Setback Provisions.

 (i) Front yard and rear yard setbacks for structures on the perimeter of the project shall be the same as that required by the base zone unless otherwise provided by Chapter <u>17.96</u> SHMC;

(ii) The side yard setback provisions shall not apply except that all detached structures shall meet the applicable building code (as administered by the building official) requirements for fire walls; and

(iii) Front yard and rear yard setback requirements in the base zone setback shall not apply to structures on the interior of the project except that:

(A) A minimum front yard setback of 20 feet is required for any garage structure which opens facing a street;

(B) A minimum front yard setback of eight feet is required for any garage opening for an attached single-family dwelling facing a private street as long as the required off-street parking spaces are provided.

(2) All other provisions of the base zone shall apply except as modified by this chapter.

In addition to receiving much testimony about neighborhood compatibility, the Commission and Council (and public testimony) also noted testimony from the applicant and prospective developer (Noyes Development) for the recent Annexation of the property and the emphasis on large lots. The Commission and Council observed that despite this emphasis to accept/advocate for the R7 zone as part of the Annexation process, the lot sizes on the proposed preliminary plat (file SUB.2.22) associated with this Planned Developed proposal are predominately less than the R7 minimal lot size (i.e., 7,000 s.f.), many being under 5,000 square feet and more akin to an R5 zone development, which has a normal minimum lot size of 5,000 square feet.

Lots sizes proposed are as follows:

Lots at or greater than 7,000 s.f. in size:	10 or 22% of all lots
Lots between 5,000 and 6,999 s.f. in size:	23 or 50% of all lots
Lots less than 5,000 s.f. in size:	13 or 28% of all lots

The majority, 78%, of the proposed lots are less than 7,000 square feet. And more than a quarter are less than 5,000 square feet.

This proposal is not a "spot zoning" provided the minimum lot size and minimum side yard of the R7 zone still apply to any development utilizing this Planned Development Overlay Zone (i.e., this PD overlay does not grant flexibility to those standards).

Note that the Planning Commission noted that this would not rule out using Variances for these standards as a *potential* (but not guaranteed) option, which is a separate process. The Council did not discuss this but does uphold the Commission's recommendations as embodied in this decision.

#### **CONCLUSION & DECISION**

### **Based upon the facts and findings herein, the City Council approves this Planed Development (overlay zone)** with the following modifications:

- 1. In order to utilize the planned development overlay zone for a development proposal, both parcels shall be included in a planned development proposal.
- 2. The minimum lot size and minimum side yard of the zoning district (currently R7) shall be maintained and are not subject to the flexibility of SHMC 17.148.080 for any development utilizing this planned development overlay zone. Standards other than minimum lot size and minimum side yard may still be flexible as per SHMC 17.148.080.

Rick Scholl, Mayor

Date

# City of St. Helens RESOLUTION NO. 1961

# A RESOLUTION APPROVING REFERRAL TO THE ELECTORS OF THE CITY OF ST. HELENS AT THE NOVEMBER 8, 2022 GENERAL ELECTION, THE QUESTION OF WHETHER TO PROHIBIT PSILOCYBIN SERVICE CENTERS AND THE MANUFACTURE OF PSILOCYBIN PRODUCTS WITHIN THE CITY

WHEREAS, in November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act (codified at ORS 475A), which allows for the manufacture, delivery, and administration of psilocybin at licensed facilities; and

WHEREAS, ORS 475A requires Oregon Health Authority ("OHA") to begin accepting applications for licenses to manufacture, deliver and administer psilocybin on January 2, 2023; and

**WHEREAS**, OHA has initiated its rulemaking process; however, the regulatory program will not likely be complete by September 8, 2022, which is the deadline for local governments to refer a measure for the November ballot; and

WHEREAS, ORS 475A provides that a city council may refer to the electors of the city the question of whether to prohibit the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the jurisdiction of the city; and

**WHEREAS,** the City Council of St. Helens desires to refer this question to the electors of the City of St. Helens.

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

Section 1. Measure. A measure election is called in and for the City of St. Helens, Columbia County, Oregon, for the purpose of submitting a measure prohibiting psilocybin service centers and the manufacture of psilocybin products. City Council hereby adopts the attached Ordinance, incorporated as "Exhibit 1", as the measure to be referred to the electors of the city.

**Section 2. Election Conducted by Mail**. The measure election shall be held on Tuesday, November 8, 2022, which is the next general election. The precinct for the election shall be all of the territory within the corporate limits of the City of St. Helens. As required by ORS 254.465, the measure election will be conducted by mail by the Columbia County Elections Department, according to the procedures adopted by the Oregon Secretary of State.

**Section 3. Notice of Ballot Title**. The City Elections Officer is directed to publish notice of receipt of the ballot title in the Columbia County Spotlight or The Oregonian in compliance with ORS 250.275(5).

**Section 4. Ballot Title**. Pursuant to ORS 250.285 and ORS 254.095, the City Council of St. Helens directs the City Elections Officer to file a notice of City Measure Election in substantially the form of "Exhibit 2," with the Columbia County Elections Office, unless pursuant to a valid ballot title challenge, a judge at the Columbia County Circuit Court judge certifies a different Notice of City Measure Election be filed, such filing shall occur no earlier than the eighth business day after the date on which Exhibit 2 is filed with the City Elections Officer and not later than September 8, 2022.

**Section 5. Explanatory Statement**. The explanatory statement for the measure, for publication in county voters' pamphlet, which is attached and incorporated as "Exhibit 3," is approved; said statement shall be filed with the Columbia County Elections Office at the same time the Notice of City Measure Election is filed by the City Elections Officer.

**Section 6. Delegation**. The City Council of St. Helens authorizes the City Administrator or designee to act on behalf of the city of St. Helens and to take further action as is necessary to carry out the intent and purposes herein in compliance with the applicable provisions of law.

Section 7. Effect of "Yes" Vote. If a majority of eligible voters vote "yes" on the measure, psilocybin service centers and the manufacture of psilocybin products will be prohibited within the corporate limits of the City of St. Helens for two years.

This resolution was PASSED and ADOPTED this 3<sup>rd</sup> day of August, 2022, and takes effect upon passage.

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

APPROVED AS TO FORM:

City Attorney

#### EXHIBIT 1

#### **ORDINANCE NO.**

## AN ORDINANCE DECLARING A TWO-YEAR TEMPORARY BAN ON PSILOCYBIN SERVICE CENTERS AND THE MANUFACTURE OF PSILOCYBIN PRODUCTS

**WHEREAS**, in November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act (codified at ORS 475A), which allows for the manufacture, delivery and administration of psilocybin at licensed facilities; and

WHEREAS, ORS 475A.235 provides that the Oregon Health Authority will regulate the manufacturing, transportation, delivery, sale and purchase of psilocybin products and the provision of psilocybin services in the state; and

**WHEREAS**, the Oregon Health Authority has initiated a rulemaking process to implement the state's psilocybin regulatory program and intends to begin accepting applications for psilocybin-related licenses on January 2, 2023; and

**WHEREAS**, as of August 3, 2022, the Oregon Health Authority has not completed the rulemaking process for implementing the state's psilocybin regulatory program, and the City of St. Helens is uncertain how the manufacture, delivery and administration of psilocybin at licensed psilocybin facilities will operate within the city; and

**WHEREAS**, ORS 475A.718 provides that a city council may adopt an ordinance to be referred to the electors of the city prohibiting the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the jurisdiction of the city; and

WHEREAS, the St. Helens City Council believes that prohibiting psilocybin product manufacturers and psilocybin service centers within the city's jurisdictional boundaries to enable the adoption of the state's psilocybin licensing and regulatory program and to allow the city to adopt reasonable time, place, and manner regulations on the operation of psilocybin facilities is in the best interest of the health, safety and welfare of the people of St. Helens; and

**WHEREAS**, the City Council seeks to refer to the voters of St. Helens the question of whether to establish a two-year temporary ban on state-licensed psilocybin product manufacturers and psilocybin service centers within the city's jurisdictional boundaries.

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

Section 1. Prohibition. The establishment of psilocybin product manufacturers licensed under ORS 275A.290 and psilocybin service centers licensed under ORS 475A.305 is prohibited in the city of St. Helens.

Section 2. Effective Date. This ordinance takes effect and becomes operative 30 days after the day on which it is approved by a majority of voters.

Section 3. Sunset. This ordinance is repealed on December 31, 2024.

# **Notice of Measure Election**

City

Notice

Date of Notice

Name of City or Cities St. Helens Date of Election November 8, 2022

**Final Ballot Title** The following is the final ballot title of the measure to be submitted to the city's voters. The ballot title notice has been published and the ballot title challenge process has been completed.

Caption 10 words which reasonably identifies the subject of the measure.

Prohibits psilocybin-related businesses with St. Helens for two years.

Question 20 words which plainly phrases the chief purpose of the measure.

Shall St. Helens prohibit psilocybin-related businesses for two years?

Summary 175 words which concisely and impartially summarizes the measure and its major effect.

State law allows for the manufacturing, transportation, delivery, sale and purchase of psilocybin, the psychedelic drug found in certain mushrooms. State law provides that a local government may adopt an ordinance to be referred to the voters to prohibit the establishment of licensed psilocybin product manufacturers and/or psilocybin service centers. The St. Helens City Council adopted an ordinance to refer to the voters that temporarily prohibits psilocybin-related businesses within the city's jurisdiction to enable the city to consider local regulations once the Oregon Health Authority establishes the state's psilocybin regulatory program. Approval of the measure would prohibit the establishment of psilocybin product manufacturers and psilocybin service centers within the St. Helens city limits until December 31, 2024.

Explanatory Statement 500 words that impartially explains the measure and its effect.			
If the county is producing a voters' pamphlet an explanatory statement must be drafted and attached to this form for:			
<ul> <li>→ any measure referred by the city governing body; or</li> <li>→ any initiative or referendum, if required by local ordinance.</li> </ul>	Explanatory Statement Attached? Yes No		
Authorized City Official Not required to be notarized.			
Name	Title		
Mailing Address	Contact Phone		
By signing this document:			
$\rightarrow$ I hereby state that I am authorized by the city to submit this Ne	otice of Measure Election; and		
→ I certify that notice of receipt of ballot title has been published completed.	and the ballot title challenge process for this measure		

#### EXHIBIT 3

#### **EXPLANATORY STATEMENT**

Approval of this measure would establish a two-year prohibition on psilocybin product manufacturers and psilocybin service centers within the city of St. Helens. Psilocybin is the psychedelic drug derived from certain mushrooms. Oregon voters legalized psilocybin through Ballot Measure 109 (2020), which directs the Oregon Health Authority (OHA) to develop a psilocybin licensing and regulatory program for the state by January 2, 2023. OHA's psilocybin regulatory program is in development, and the city would like to consider local regulations for psilocybin-related businesses once OHA's program is established.

Ballot Measure 109 (2020) also allows a local government to adopt an ordinance to be referred to the voters prohibiting the establishment of certain licensed psilocybin-related businesses. The St. Helens City Council has adopted such an ordinance for referral to the voters that temporarily prohibits psilocybin-related businesses to enable the city to consider local regulations once the state psilocybin program is established. If approved, this measure would prohibit psilocybin product manufacturers and psilocybin service centers within the city of St. Helens until December 31, 2024.

То:	The Mayor and Members of City Council	Ala taa
From:	Mouhamad Zaher, Public Works Director	
Date:	August 3, 2022	City of St. Helens FOUNDED 1850
Subject:	2022 Annual Striping Project	· · Oregon · ·

**Background:** The City of St. Helens annually restripes the centerline, fog lines, and bike lanes on roadways to maintain reflectivity and visibility. This work requires specialized equipment and materials that the City does not own. The required work is contracted out on an annual basis based on competitive quotes from qualified contractors.

Quotes were requested from five qualified contracting firms on the 2022 Annual Striping Project on June 30, 2022, and were due by 4:00 p.m., July 15, 2022. Quotes received are as follows,

FIRM	LOCATION	BID
Specialized Pavement Marking, LLC	Tualatin, OR	\$38,002.00

The project was estimated at \$35,888 and will be funded by the 2022/2023 Street Fund budget.

**Recommendation:** Council award the contract for the 2022 Annual Striping Project, No. R-712 to Specialized Pavement Marking, LLC and authorize the Mayor to execute a Materials and Services Contract for project. Contract will be for the amount specified in the firm's bid, plus standard contingency.

Attachment: Specialized Pavement Marking quote



# **PROPOSAL FORM**

# **R-712 2022 ANNUAL STRIPING PROJECT** Submittal Deadline: 4:00 p.m. Tuesday July 19, 2022

## **BID SCHEDULE**

Item No.	Description	Est. Unit of Quantity Measure	Unit Price	Total Price
1)	4" YELLOW STRIPING	93,200 Linear Ft.	\$ ,15	\$ <u>13,980</u> .00
2)	8" WHITE STRIPING	57,200 Linear Ft.	\$.26	\$ <u>14,872.00</u>
3)	4" WHITE STRIPING	61,000 Linear Ft.	\$ 15	\$ <u>9,150.00</u>

# Total Bid \$ 38,002.00

Paint and reflectivity must conform to all current Federal Highway Administration, Oregon Department of Transportation, current version of the Oregon Standard Specifications for Construction including all revisions at date of bid submittal, City of St. Helens, and other applicable Federal, State, and Local standards.

Respectfully submitted: <u>Specialized</u> Name of Firm Pavement Marking, LLC

Signature

Print Name & Title

8/2022 Date

Industrial Way 11095

Ina

Address

Telephone

If the bidder is a co-partnership, so state giving firm name under which business is transacted.

If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

If no bid is submitted, kindly mark "NO BID" and return to the City Engineer, abird@sthelensoregon.gov (503) 366-8223 or by mail to City of St. Helens, City Hall, 265 Strand Street, St. Helens, OR 97051. PROPOSAL - Page 2 of 2 R-712

# AMENDMENT NUMBER ELEVEN TO INTERGOVERNMENTAL AGREEMENT BETWEEN COLUMBIA COUNTY, OREGON AND CITY OF ST. HELENS, OREGON

This Amendment Number Eleven is to the Intergovernmental Agreement by and between the City of St. Helens, Oregon ("City") for the provision of supervised Community Corrections work crews effective May 16, 2007, the ("IGA").

WHEREAS, on May 16, 2007, the County and City entered into the IGA for the provision of supervised Community Corrections work crews; and

WHEREAS, On June 25, 2009, the parties approved Amendment Number One to the IGA, amending Section 3, Compensation; and

WHEREAS, on December 17, 2009, the parties approved Amendment Number Two to the IGA, renewing the IGA for a term of one year, beginning July 1, 2009, and ending June 30, 2010; and

WHEREAS, on February 2, 2011, the parties approved Amendment Number Three to the IGA, renewing the IGA for a term of two years, beginning July 1, 2010, and ending June 30, 2012; and

WHEREAS, on September 19, 2012, the parties approved Amendment Number Four to the IGA, renewing the IGA for a term of two years, beginning July 1, 2012 and ending June 30, 2014; and

WHEREAS, on June 18, 2014, the parties approved Amendment Number Five to the IGA, renewing the IGA for a term of one year, beginning July 1, 2014 and ending June 30, 2015; and

WHEREAS, on July 15, 2015, the parties approved Amendment Number Six to the IGA, renewing the IGA for a term of one year beginning July 1, 2015 and ending June 30, 2016; and

WHEREAS, on September 14, 2016, the parties approved Amendment Number Seven to the IGA, renewing for a term of one year beginning July 1, 2016 and ending June 30, 2017; and

WHEREAS, on July 12, 2017, the parties approved Amendment Number Eight to the IGA, renewing for a term of one year beginning July 1, 2017 and ending June 30, 2018; and

WHEREAS, on July 11, 2018, the parties approved Amendment Number Nine to the IGA, renewing for a term of three years beginning July 1, 2017 and ending June 30, 2020; and

WHEREAS, on June 18, 2020, the parties approved Amendment Number Nine to the IGA, renewing for a term of two years beginning July 1, 2020 and ending June 30, 2022; and

WHEREAS, the parties desire to extend the term through June 30, 2024 and to amend the liaison contact information;

NOW, THEREFORE, the parties agree as follows:

1. Section VII, Term of Agreement, is hereby amended as follows:

> This Agreement becomes effective on the date it is signed by the Board of Commissioners, and shall continue until June 30, 2024, unless otherwise extended upon written approval of the parties.

2. Section IV, Liaison Responsibility, is hereby amended as follows:

Erin Welch, Director, will act as liaison from the County, (503) 366-4660. For crew scheduling, the City should contact David Brooke, Community Services Program Coordinator, (503) 397-6253, ext. 1481.

- 3. This Amendment Number Eleven is effective on the date last signed below, and shall be retroactive to July 1, 2022.
- 4. Except as specifically amended above, the IGA remains in full force and effect.

CITY OF ST. HELENS

### BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

By:

Rick Scholl Mayor

By: Henry Heimuller, Chair

By:

John Walsh **City Administrator** 

Date:

By: \_\_\_\_\_Casey Garrett, Commissioner

By:

Margaret Magruder, Commissioner

Date:

Approved as to Form

By: \_

Office of County Counsel

#### FIRST AMENDMENT TO Keller Associates, Inc. Personal Services Agreement for the Water Master Plan Update, Project No. W-474

This agreement is entered into this 3rd day of August 2022, by and between the City, (hereinafter "City"), and Keller Associates, Inc., (hereinafter "Contractor").

#### RECITALS

- A. City and Contractor entered into a Personal Services Agreement on June 29, 2021, and said contract, hereinafter "original contract", is on file at St. Helens City Hall.
- B. As part of the original contract Contractor and City agreed that Contractor would perform consulting services to update the current Water Master Plan.
- C. On June 30th, 2022, the City received comments on the Water Management Conservation Plan (WMCP) portion of the Water Master Plan which requires the WMCP be revised.
- D. This additional work will require extending the current Contract date.

**NOW, THEREFORE**, in consideration for the mutual covenants contained herein the receipt and sufficiency of which are hereby acknowledged, Contractor and City agree as follows:

- 1. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. The contract completion date shall be extended to December 31, 2022.
- 3. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this 3rd day of August 2022.

#### Contractor

City

Prever Olostan	Digitally signed by Peter
1 porter com	Date: 2022.07.26
	09:50:45-07'00'

Date: 07/26/2022

Rick Scholl, Mayor	_
Date:	

Attest:

By:\_\_\_\_\_ Kathy Payne, City Recorder

## 2022 Sanitary Sewer De-Rooting, Project No. S-601H MATERIALS AND SERVICES CONTRACT

Between:	City of St. Helens, a municipal corporation of the State of Oregon	("City")

AND: Duke's Root Control, Inc.

("Contractor")

DATED:

# RECITALS

**A.** The City is in need of services to eliminate roots from the sanitary sewer system, and Contractor is qualified and prepared to provide materials and services to fill that need.

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

NOW, THEREFORE, the parties mutually agree as follows:

**1.** Engagement. The City hereby engages Contractor to furnish the materials ("Materials") and services ("Services") specified in Attachment A, Scope of Work, attached hereto and incorporated herein by reference, and Contractor accepts such engagement. The principal contact on behalf of Contractor shall be <u>Braden Boyko</u>, phone (800) 447-6687\_.

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

# 3. Contract Documents.

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

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

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

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

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

# 4. Specifications.

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

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

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

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

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

# 5. Acceptance, Rejection and Revocation of Acceptance.

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

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

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

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

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

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

# 6. Contract Term.

**6.1** The initial term of this Contract begins on \_\_\_\_\_\_, and ends on <u>September 30<sup>th</sup>, 2022</u> ("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

**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 Documents require 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 6. Approval will not be withheld unreasonably.

# 8. Notices.

Work.

**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:

**8.3** Contractor's address for notices is:

Duke's Root Control, Inc Attn: Braden Boyko 3983 Eastbourne Dr. Syracuse, NY 13206

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** Manufacture's 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. Contactor 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, selfinsured 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

Page 32

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 reprocurement costs within 14 days of written demand. To the extent that the reprocurement 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 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:**

# **CONTRACTOR:**

# CITY OF ST. HELENS

Council Meeting Date:

Duke's Root Control, Inc.

Signature	
Print:	
Title:	
Date:	

APPROVED AS TO FORM: DAADam

By:

City Attorney

<i>a</i> :	R1	18
Signat	are: <u>Tum</u>	( ) y
Print:	Braden Boyko	
Title:	Vice President	
Date:	7/22/22	

# ATTACHMENT A

# Scope of Work

Sanitary sewer mainline chemical root control, including all materials and cost, shall be paid for at the unit price per linear foot indicated for each size of pipe. Unit prices are computed per linear foot, manhole to manhole. Total contract includes approximately 11,800 linear feet of pipe of various diameters.

De-rooting rates are as follows:		<u>Pipe Footage Totals:</u>			
<u>Pipe Diameter</u>	<u>\$ / Foot</u>	<u>Pipe Diameter</u>	<u>De-rooting, Total Ft</u>		
6-inch	\$1.78	6-inch	3297 LF		
8-inch	\$1.78	8-inch	6386 LF		
10-inch	\$1.96	10-inch	0 LF		
12-inch	\$2.13	12-inch	610 LF		
15-inch	\$2.98	15-inch	1047 LF		
18-inch	\$4.28	18-inch	429 LF		
21-inch	\$5.31	21-inch	0 LF		

# De-rooting Rate for

Manholes

\$150.00 / Manhole

DE-ROOTING LIST						
Structure ID		Length	Diameter	Unit Price	Total Price	
Start	End	Feet	Inches	\$/Ft	\$\$\$	
N29	N28	197	18"	\$4.28	\$843.16	
N28	N27	232	18"	\$4.28	\$992.96	
DD9B	DD9	271	15"	\$2.98	\$807.58	
S15	S14	123	15"	\$2.98	\$366.54	
S14	S13	280	15"	\$2.98	\$834.40	
S13	S12	373	15"	\$2.98	\$1,111.54	
D9	D10	443	12"	\$2.13	\$943.59	
NN1A	NN1	167	12"	\$2.13	\$355.71	
NCD3	NCD2	198	8"	\$1.78	\$352.44	
NJ1	N23	178	8"	\$1.78	\$316.84	
NJ2	NJ1	137	8"	\$1.78	\$243.86	
NCC9	NCC8A	202	8"	\$1.78	\$359.56	
SA1	S3	406	8"	\$1.78	\$722.68	
SD2	SD3	322	8"	\$1.78	\$573.16	
SG2	SG1A	236	8"	\$1.78	\$420.08	
SG3	SG2	123	8"	\$1.78	\$218.94	
SG1A	SG1	278	8"	\$1.78	\$494.84	
SG1	S12	120	8"	\$1.78	\$213.60	
SJ1	S15	139	8"	\$1.78	\$247.42	
SJ15	SJ5	123	8"	\$1.78	\$218.94	
SJ5	SJ4	280	8"	\$1.78	\$498.40	

SJ12	SJ4	280	8"	\$1.78	\$498.40
SJ3	SJ4	174	8"	\$1.78	\$309.72
SK6	SK5	58	8"	\$1.78	\$103.24
SK5	SK1	92	8"	\$1.78	\$163.76
SK3	SK2	98	8"	\$1.78	\$174.44
SK2	SK1	259	8"	\$1.78	\$461.02
NN19	NN4	434	8"	\$1.78	\$772.52
NN19	NN20	400	8"	\$1.78	\$712.00
SC2	SC1	396	8"	\$1.78	\$704.88
NN21	NN20	324	8"	\$1.78	\$576.72
NI12	NI4	297	8"	\$1.78	\$528.66
NI9	NI8	68	8"	\$1.78	\$121.04
NI16	NI8	348	8"	\$1.78	\$619.44
NN27	NN26	158	8"	\$1.78	\$281.24
NN26	NN25	185	8"	\$1.78	\$329.30
NN25	NN8	73	8"	\$1.78	\$129.94
NN28	NN27	100	6"	\$1.78	\$178.00
DN1	D9	246	6"	\$1.78	\$437.88
DE28	DE8	195	6"	\$1.78	\$347.10
DG7	DG5	83	6"	\$1.78	\$147.74
N43A	N43	303	6"	\$1.78	\$539.34
MF11	MF5	230	6"	\$1.78	\$409.40
MC6	MC5	95	6"	\$1.78	\$169.10
MC7	MC5	110	6"	\$1.78	\$195.80
MC5	MC1A	156	6"	\$1.78	\$277.68
ME7	ME6	345	6"	\$1.78	\$614.10
ME6	ME1	122	6"	\$1.78	\$217.16
MF6	MF7	165	6"	\$1.78	\$293.70
MF7A	MF7	59	6"	\$1.78	\$105.02
MF5	MF4	129	6"	\$1.78	\$229.62
MF10	MF4	115	6"	\$1.78	\$204.70
S13A	S13	156	6"	\$1.78	\$277.68
S14A	S14	164	6"	\$1.78	\$291.92
SK7	SK6	123	6"	\$1.78	\$218.94
SK4	SK3	53	6"	\$1.78	\$94.34
SJ8	SJ7	56	6"	\$1.78	\$99.68
SJ7	SJ6	116	6"	\$1.78	\$206.48
SJ6	SJ5	116	6"	\$1.78	\$206.48
SJ14	SJ4	60	6"	\$1.78	\$106.80

ND23 (MANHOLE ONLY)	13.30 Vertical Ft	\$150.00/ea	\$150.00
Wc17A (MANHOLE ONLY)	4.90 Vertical Ft	\$150.00/ea	\$150.00
DE6 (MANHOLE ONLY)		\$150.00/ea	\$150.00

<b>Grand Total</b>	11,769 LF	\$23,941.22

The above footages are current totals of pipe that have some level of root infestation.

### **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 Mac	de 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.

ACORD	

# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (

						6/2	Item #7.
CI BI	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.						
lf	PORTANT: If the certificate holder is an A SUBROGATION IS WAIVED, subject to the is certificate does not confer rights to the c	e terms and conditions of th	e policy, certain p	olicies may i			
	DUCER	sertificate fiolder in fied of st	CONTACT				
	uter & Company		NAME: PHONE		FAX		
	0 Lake Robbins Drive		(A/C, No, Ext): E-MAIL		(A/C, No):		
	te 405 9 Woodlands NY 77380		ADDRESS:				
THE							NAIC #
		FUMIHOL-01	INSURER A : Everest				10851
Duł	ke's Root Control, Inc.		INSURER B : Starr Inc	demnity & Liat	oility Company		38318
400	Airport Rd., Suite E		INSURER C :				
Elg	in, IL 60123		INSURER D :				
			INSURER E :				
			INSURER F :				
		ATE NUMBER: 61262210			REVISION NUMBER:		
IN Ce	IIS IS TO CERTIFY THAT THE POLICIES OF IN DICATED. NOTWITHSTANDING ANY REQUIRE RTIFICATE MAY BE ISSUED OR MAY PERTA (CLUSIONS AND CONDITIONS OF SUCH POLICI	MENT, TERM OR CONDITION IN, THE INSURANCE AFFORDE	OF ANY CONTRACT	OR OTHER I	DOCUMENT WITH RESPEC	ст то у	WHICH THIS
INSR LTR	TYPE OF INSURANCE ADDL S INSD V		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	X COMMERCIAL GENERAL LIABILITY	EF4ML06445-221	6/30/2022	6/30/2023	EACH OCCURRENCE	\$ 1,000.	.000
	CLAIMS-MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000	,
					MED EXP (Any one person)	\$ 25,00	
					PERSONAL & ADV INJURY	\$ 1,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000	,
	V PRO-						,
					PRODUCTS - COMP/OP AGG	\$ 2,000 \$ 1,000	,
в	OTHER:	1000625722221	6/20/2022	6/20/2022	Professional Liab. COMBINED SINGLE LIMIT	\$ 1,000	
В	X ANY AUTO	1000635722221 1000679490221	6/30/2022 6/30/2022	6/30/2023 6/30/2023	(Ea accident)		,000
	OWNED SCHEDULED				BODILY INJURY (Per person)	\$	
	AUTOS ONLY AUTOS				BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY				(Per accident)	\$	
						\$	
Α	X UMBRELLA LIAB X OCCUR	EF4CU01484-221	6/30/2022	6/30/2023	EACH OCCURRENCE	\$10,00	0,000
	EXCESS LIAB CLAIMS-MADE				AGGREGATE	\$10,00	0,000
	DED RETENTION \$					\$	
в	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1000003761	6/30/2022	6/30/2023	X PER OTH- STATUTE ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$ 1,000	,000
	(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE	\$1,000	,000
	If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	\$ 1,000	,000
A	Pollution Legal	EF4ML06445-221	6/30/2022	6/30/2023	Products Pollution Contractors Pollution Site Pollution	1,000 1,000 1,000	,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is listed as Additional Insured on the General Liability, Pollution Liability, Automobile Liability and Excess Liability policies, as required by written contract, subject to policy terms, conditions and exclusions. Waiver of Subrogation is granted, as required by written contract, subject to policy terms, conditions and exclusions. Policies are primary and non-contributory.							
CEF	TIFICATE HOLDER		CANCELLATION				
City of St. Helens			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
	PÓ Box 278 St Helens OR 97051		AUTHORIZED REPRESE	NTATIVE			
	St Helens OR 97051		ALIA	20			
C			Votert 91-	Ilmer			

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: Douglas Products and Packaging Company, LLC

Endorsement Effective Date: 6/30/2022

# SCHEDULE

Name(s) Of Person(s) Or Organization(s):

As Required by Written Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Item #7.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations		
Blanket where required by written contract.			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- **1.** Your acts or omissions; or
- **2.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Opera- tions		
Blanket where required by written contract.			
I Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

EVEREST ENVIRONMENTALPLUS COVERAGE PART

#### SCHEDULE

#### Name of Person or Organization:

Any person or organization that is:

- 1. An owner of real or personal property on which you are performing operations; or
- 2. A contractor on whose behalf you are performing operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Paragraph 19. Subrogation of Section IV – Conditions is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

As Required by Written Contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured 6/25/2022 Effective Policy No. 1000003761

**Insurance** Company

Countersigned by\_\_\_

Stere Bloken

Star Indemnity & Liability Company

WC 00 03 13 (Ed. 4-84)

# ATTACHMENT C Terms of Compensation

Contractor will be paid a sum not to exceed Twenty Six Thousand, Five Hundred Dollars (\$26,500.00) for services satisfactorily rendered.

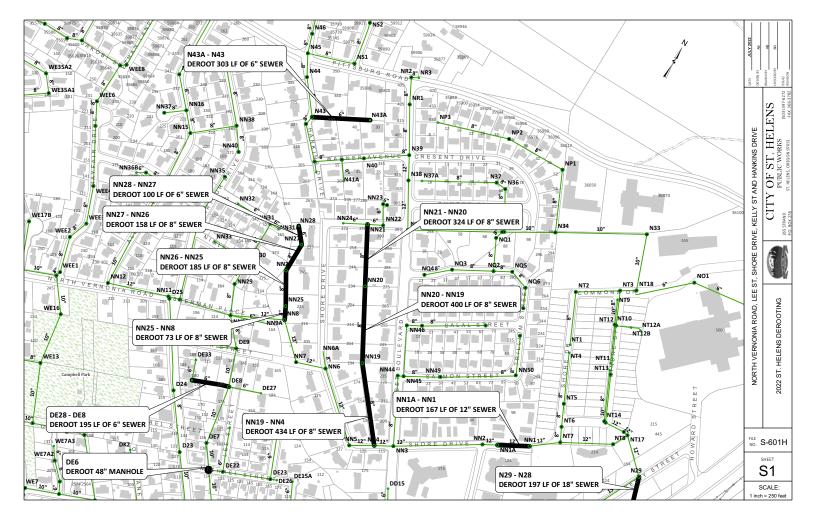
Measurement will be per Linear Foot complete basis. Payment for de-rooting sanitary sewer pipe shall be on a Linear Foot basis as stated in the Contract Document for this project. Payment shall represent full compensation for all permits, labor, tools, machinery, materials, transportation, equipment, testing as required and services of all kinds required and necessary to establish and meet the requirements of this section.

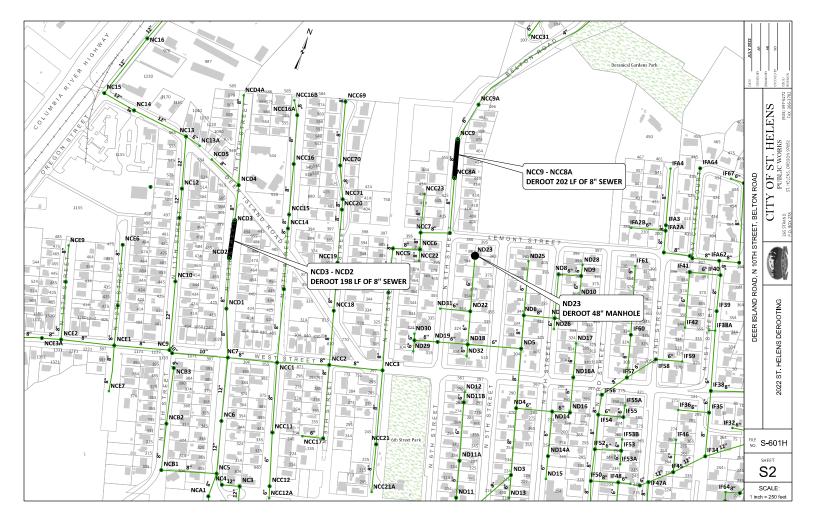
Measurement for de-rooting manholes shall be on a per each basis, complete. Payment for de-rooting sanitary manholes shall be on a per each basis as stated in the Contract Document for this project. Payment shall represent full compensation for all permits, labor, tools, machinery, materials, transportation, equipment, testing as required and services of all kinds required and necessary to establish and meet the requirements of this section.

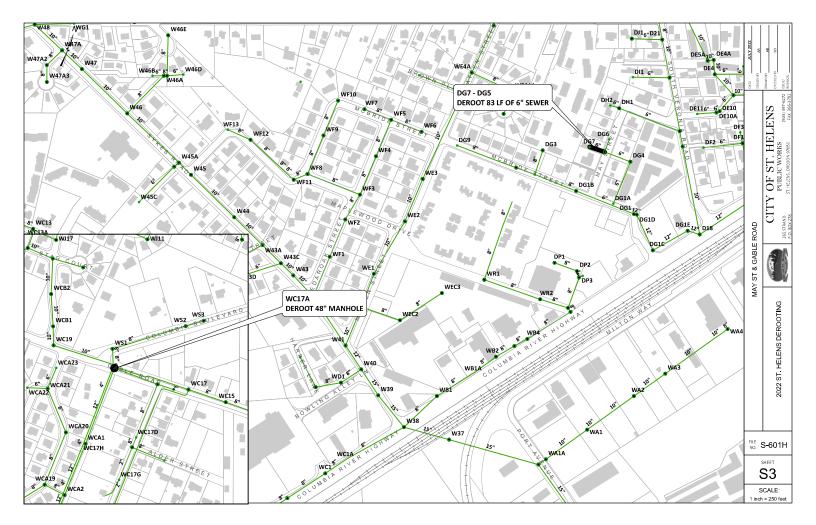
Per Section 15.4

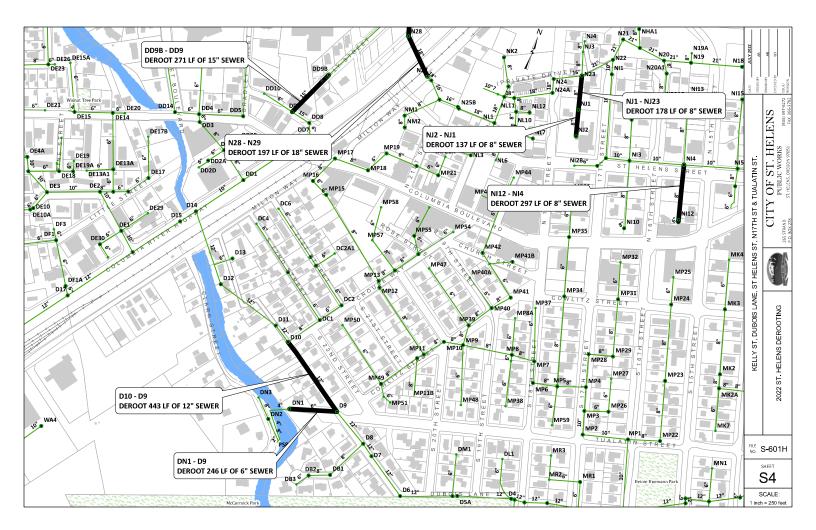
ORS 279A.120(3) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the bidder shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. The contracting agency shall satisfy itself that the requirement of this subsection has been complied with before the contracting agency issues a final payment on a public contract.

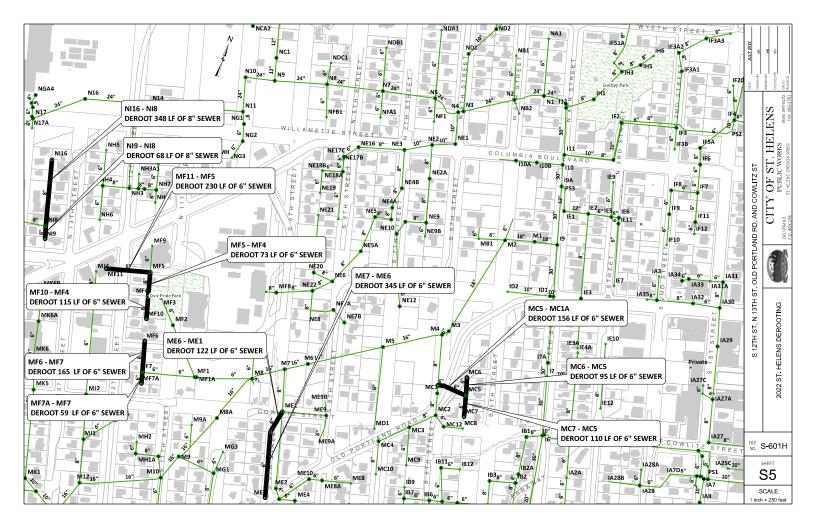


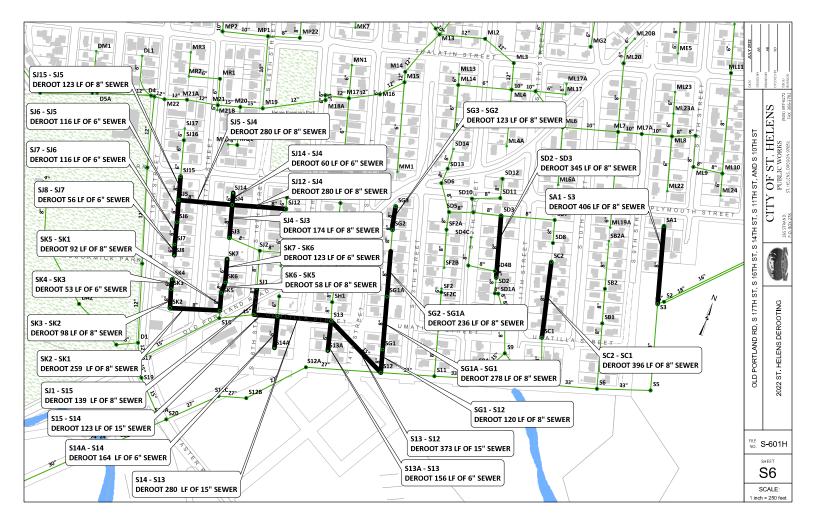












# This agreement is entered into this 3rd day of August 2022, by and between the City, (hereinafter "City"), and David Evans & Associates, Inc., (hereinafter "Contractor").

SECOND AMENDMENT TO David Evans & Associates, Inc. Personal Service Agreement Columbia Boulevard Sidewalk and Safety Improvements, Project No. R-679

#### RECITALS

- A. City and Contractor entered into a Personal Service Agreement on February 21, 2020, and said contract, hereinafter "original contract", is on file at St. Helens City Hall.
- B. The City executed Amendment 1 to the Contract on December 15, 2021 after determining that additional Scope of Work necessary for the design to replace an existing culvert and construct a retaining wall adjacent to the new sidewalk.
- C. The project requires separating the culvert work from the sidewalk construction due to permitting issues. This amendment provides for splitting the sidewalk and culvert project into two separate projects.
- D. The Contractor has provided a revised Scope of Work and fee to reflect the additional work required to split the sidewalk and culvert project.
- E. Columbia County will be responsible for costs associated with the design and construction of the culvert replacement per the attached intergovernmental agreement.

**NOW, THEREFORE**, in consideration for the mutual covenants contained herein the receipt and sufficiency of which are hereby acknowledged, Contractor and City agree as follows:

- 1. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. Additional compensation for splitting the sidewalk and culvert project into two separate projects shall be a not to exceed amount of \$23,016.
- 3. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Rick Scholl, Mayor

Dated this 3rd day of August 2022.

Contractor

City

Date:

Part Teropa

Date: 7/26/2022

Attest:

By:\_\_\_\_\_ Kathy Payne, City Recorder

- 1 -

# AMENDMENT # 02 to

# CITY OF ST. HELENS STANDARD PROFESSIONAL SERVICES CONTRACT

(for Architectural, Engineering, Land Surveying and Related Services)

Contract Title: Columbia Boulevard Sidewalk and Safety Improvements

- This is Amendment No.<u>02</u> to Contract No. <u>R-679</u> (as amended from time to time the "Contract") dated <u>February 21, 2020</u> between the City of St. Helens hereafter called OWNER, and <u>DAVID EVANS and ASSOCIATES, INC.</u> hereafter called Consultant.
- 2. The Contract is hereby amended as follows:

The Amendment provides for splitting the sidewalk and culvert project into 2 separate projects.

#### Contract Exhibit A, Statement of Work

#### Task 1 – Project Administration

Consultant shall coordinate and administer the additional work.

#### Task 3 – Plans, Specification, and Estimate

Consultant shall prepare separate the culvert and sidewalk project into 2 separate projects to be bid separately.

Task 3.2 – Advance (95%) Design

- Additional effort for water quality calculations and water quality narrative per permit requirements
- Additional effort for water quality swale design and drafting
- · Additional effort to split the sidewalk and culvert plan sets, specifications and estimates
- Additional effort for 2 individual QC processes

Task 3.3 – Final (100%) Design

- Additional effort to create 2 individual bid packages
- Additional effort for 2 individual QC processes

### **DELIVERABLES – Task 3:**

- Individual plan sets for the culvert project and for the sidewalk project
- Individual construction cost estimate for each project
- Individual special provisions for each project

3. Except as expressly amended above, all other terms and conditions of original Contract are still in full force and effect. Consultant certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Certification: The individual signing on behalf of Consultant hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Consultant's correct taxpayer identification; (b) Consultant is not subject to backup withholding because (i) Consultant is exempt from backup withholding, (ii) Consultant has not been notified by the IRS that Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant's payment of taxes, and to the best of her/his knowledge, Consultant is not in violation of any Oregon tax laws (including, without limitation, the following pursuant to OAR 150-305.385(6)-(B): For purposes of this certification, "Oregon tax laws" means the tax laws names is ORS 305.380 (4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax., 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan District Self-

# CONSULTANT

Bv	Pal
Title:	Associ

Teropa Associate

7/26/2022 Date:

# OWNER

Date:

DAVID EVANS AND ASSOCIATES City of St. Helens															
	timate Amendment #2 Columbia Boulevard Sidewalk and Safety Improvements														
	nary & Final Engineering Servic								or classificatio	on descriptions)					
		Name	Tapanna	Berger	G-W	Twite	Reynoldo	Imamura	Spielman		Labor Non-Labor Task			Task	
Task No.	Task Description	Classification	PM	DRFT	DENG	SPEC	OFFC	PJEN	DRFT	Total Hrs	Total	Expenses	Sub-Consultants	Total	
Task 1	Project Management & Coordination		6				8			14	\$2,097			\$2,097	
1	.1 Project Administration		6				8			14	\$2,097			\$2,097	
Task 3	Plans, Specifications, and Estimate		8	12	44	18	14	18	50	164	\$20,919			\$20,919	
3	.2 Advance (95%) Design		4	6	34	12	8	12	34	110	\$13,904			\$13,904	
3	.3 Final (100%) Design		4	6	10	6	6	6	16	54	\$7,015			\$7,015	
	тот	AL - NON-CONTINGENCY TASKS	14	12	44	18	22	18	50	178	\$23,016			\$23,016	
		Total Hours	14	12	44	18	22	18	50	178	PIC - Principal In-Charge PM - Project Manager OENG - Ofc Eng/Planner/Environmental Spec.				
		Billing Rate	\$198.21	\$128.03	\$118.42	\$150.16	\$113.46	\$141.36	\$115.01						
		Labor Totals	\$2,775.	\$1,536.	\$5,210.	\$2,703.	\$2,496.	\$2,544.	\$5,751.		PJEN - Project Engineer/Planner/Environmentalist DENG - Design Eng/Planner/Environmentalist				
		<u>Subconsultants</u>								\$23,016 \$23,016	SPEC - Specification Writer PSVR - Project Surveyor 2PER - 2-Person Survey Crew STECH - Sr. Technician/Draftsman				
										\$23,016					

ltem #8.

# **Notice of Measure Election**

City

Notice

Date of Notice

Name of City or Cities St. Helens Date of Election November 8, 2022

**Final Ballot Title** The following is the final ballot title of the measure to be submitted to the city's voters. The ballot title notice has been published and the ballot title challenge process has been completed.

Caption 10 words which reasonably identifies the subject of the measure.

Prohibits psilocybin-related businesses with St. Helens for two years.

Question 20 words which plainly phrases the chief purpose of the measure.

Shall St. Helens prohibit psilocybin-related businesses for two years?

Summary 175 words which concisely and impartially summarizes the measure and its major effect.

State law allows for the manufacturing, transportation, delivery, sale and purchase of psilocybin, the psychedelic drug found in certain mushrooms. State law provides that a local government may adopt an ordinance to be referred to the voters to prohibit the establishment of licensed psilocybin product manufacturers and/or psilocybin service centers. The St. Helens City Council adopted an ordinance to refer to the voters that temporarily prohibits psilocybin-related businesses within the city's jurisdiction to enable the city to consider local regulations once the Oregon Health Authority establishes the state's psilocybin regulatory program. Approval of the measure would prohibit the establishment of psilocybin product manufacturers and psilocybin service centers within the St. Helens city limits until December 31, 2024.

Explanatory Statement 500 words that impartially explains the measure and its effect.					
If the county is producing a voters' pamphlet an explanatory state → any measure referred by the city governing body; <b>or</b> → any initiative or referendum, if required by local ordinance.	ement must be drafted and attached to this form for: Explanatory Statement Attached? I Yes I No				
Authorized City Official Not required to be notarized.					
Name	Title				
Mailing Address	Contact Phone				
<ul> <li>By signing this document:</li> <li>→ I hereby state that I am authorized by the city to submit this Notice of Measure Election; and</li> <li>→ I certify that notice of receipt of ballot title has been published and the ballot title challenge process for this measure completed.</li> </ul>					

#### EXHIBIT 3

### **EXPLANATORY STATEMENT**

Approval of this measure would establish a two-year prohibition on psilocybin product manufacturers and psilocybin service centers within the city of St. Helens. Psilocybin is the psychedelic drug derived from certain mushrooms. Oregon voters legalized psilocybin through Ballot Measure 109 (2020), which directs the Oregon Health Authority (OHA) to develop a psilocybin licensing and regulatory program for the state by January 2, 2023. OHA's psilocybin regulatory program is in development, and the city would like to consider local regulations for psilocybin-related businesses once OHA's program is established.

Ballot Measure 109 (2020) also allows a local government to adopt an ordinance to be referred to the voters prohibiting the establishment of certain licensed psilocybin-related businesses. The St. Helens City Council has adopted such an ordinance for referral to the voters that temporarily prohibits psilocybin-related businesses to enable the city to consider local regulations once the state psilocybin program is established. If approved, this measure would prohibit psilocybin product manufacturers and psilocybin service centers within the city of St. Helens until December 31, 2024.

# City of St. Helens Consent Agenda for Approval

# CITY COUNCIL MINUTES

Presented for approval on this 3<sup>rd</sup> day of August, 2022 are the following Council minutes:

# 2022

• Work Session, Public Hearings, and Regular Session Minutes dated June 15, 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, June 15, 2022

# **DRAFT MINUTES**

Crystal King, Communications Officer

Bill Monahan, City Attorney

Tina Curry, Event Coordinator

# **MEMBERS PRESENT**

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

# **MEMBERS ABSENT**

**Councilor Patrick Birkle** 

# **STAFF PRESENT**

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

# OTHERS

Lynne Pettit	Brandon Sundeen
Chris Iverson	Steve Toschi
Greg Pettit	Robin Fulton
David W.	

# CALL WORK SESSION TO ORDER – 1 p.m.

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

Robin Fulton. She lives in the new housing development, off Kindre Street. She requested Council review their construction noise hours in the Code. The adjacent construction project begins work early in the morning and does not stop until sometime between 6-10 p.m. They need peace and quiet in the evening. The trenching machine is particularly stressful because it pounds for hours. They stop for lunch and breaks, and then start again. She would like permits to have restricted hours. She heard they are behind schedule, but sometimes they don't even begin working until the evening. They do not seem to care about the neighbors. It is loud, constant, and stress inducing. The machine and crew need limits.

City Recorder Payne forwarded the written complaint to the Police Department, Planning Division, and Building Division. They are complying with the Code. City Planner Graichen confirmed that it is the trenching machine making all the noise. They had the option of blasting the rock but chose to do it with the machine. Mayor Scholl sympathizes with the neighbors. That is the only machine that will go through the rock here. Council President Morten asked what the duration is of the project. Robin said she heard it will go through the summer. Councilor Chilton suggested the Planning Commission review the Code. Mayor Scholl sympathizes but also understands the need to complete the project. He suggested Robin speak with the General Contractor. Councilor Topaz agreed with the Planning Commission reviewing the Noise Ordinance. Mayor Scholl said he will stop by and talk to the General Contractor.

- ♦ <u>Tina Curry</u>.
  - $\circ$  4th of July report:
    - Have been in contact with the Police Department and CERT.
    - Selling tickets for Waterfront tailgating. They will not control people as much as the past because there is no fencing.
  - The truck and dragon are registered for the Kiwanis Community Parade.

Mayor Scholl introduced new Library Director Suzanne Bishop. She is happy to be here. Library staff is capable and smart, and got her settled right away. The Library Board has also been very welcoming. She will be working on recruitment for a Youth Librarian.

Council welcomed Suzanne.

# **DISCUSSION TOPICS**

# **1.** Annual Report from the City's Insurance Agent - *Chris Iverson, Hagan Hamilton Insurance*

Chris Iverson reviewed his report. A copy is included in the archive packet for this meeting.

- Introduced new agent David Wasylenko
- St. Helens is part of the CIS insurance pool
- Some increases this year were substantial
  - General liability loss ratio 132%
  - Property values have increased
  - CIS rate increase
  - City is growing and everything is going up
- Reviewed premium summary
- Still working on insurance for the new boat
- 2. Parks & Recreation Commission Annual Report *Lynne Pettit, Chair and Brandon Sundeen, Vice Chair*

Lynne Pettit and Brandon Sundeen reviewed their presentation. A copy is included in the archive packet for this meeting.

- Reviewed upgrades desired for parks
- Reviewed park projects and updates
- Reviewed urban trail progress

Councilor Topaz asked if there were plans to add trails in the Godfrey Park canyon. Lynne and Brandon were not aware of any.

Councilor Topaz talked about the Connector Plan and the advantage if they were able to take out a corner of the cliff in Nob Hill Park. Lynne said that Howard Blumenthal oversees that park. Mayor Scholl and Council President Morten agreed that it is a safety factor to remove that portion. That corridor is part of the Riverfront design.

Councilor Chilton asked if there are any updates about benches around the playground at McCormick Park. Brandon said they are working on those now.

Councilor Chilton talked about the vandalism at Campbell Park. There has been discussion about installing cameras but Wi-Fi there is a problem. Parks & Recreation Manager Duggan is investigating options. Brandon said they have discussed moving the playground equipment. They have also discussed motion sensor lights. Councilor Topaz asked why that one is a target. Council talked about it being a pass-through park.

# 3. Review Proposed Changes to Code Enforcement Officer Job Description

City Administrator Walsh reported that they are reviewing the job description because Code Enforcement Officer Moreno has left, and they will be recruiting to fill that position.

Councilor Topaz does not want to see strikeouts when they approve it at the regular session.

Councilor Chilton feels it is important to keep that position.

Councilor Topaz asked about catching small wild animals. Where do they release them? Payne suggested contacting Oregon Department of Fish & Wildlife.

# 4. Report from City Administrator John Walsh

- Growing Rural Oregon Initiative, which is a partnership with the Ford Family Foundation, has a mission to bring support to local entrepreneurs. He has attended several meetings with them. He is hoping to bring them here to provide resources to the community.
- He will be participating in the Mainstreet Program interviews for Executive Director tomorrow and Friday. They received 10-12 applications.
- Library Director Suzanne Bishop began today. She is excited to be here and will be a great fit.
- St. Helens Street and 1<sup>st</sup> Street project are transitioning from a design phase into a construction phase. They are almost ready for bid. The Riverwalk and Columbia View Park improvements are a little bit delayed but will be ready for bid soon. They are being mindful about the disruptions it will cause to local businesses and events. Council President Morten talked about the First and St. Helens Street intersection. Walsh said that is a project included. There may be some construction overlap with projects. Councilor Topaz asked about the waterlines on 1<sup>st</sup> Street of the Waterfront property. Are they considering fire hydrants for the area? Mayor Scholl said they will be spaced per Code. Councilor Topaz asked if they are going to put them in while the ditch is open. Walsh confirmed that the plans show hydrant lines. Councilor Topaz is worried about hydrant lines near the Riverwalk. Mayor Scholl said it will be done to Code. Will the power lines be underground? Walsh said the plan is for underground power services.
- Kiwanis Community Parade is Saturday.
- Citizens Day in the Park is the following Saturday.
- 4<sup>th</sup> of July is the Saturday of that.
- Thanked Council for their support of him serving on the League of Oregon Cities (LOC) Board. He'll be attending a meeting on Friday.
- The timber sale has been advertised. Council will review bids on July 20. In the future, Brent Keller will bring back a final plan before going out to bid.
- Councilor Topaz said that Government Affairs Specialist Barry gave a presentation about Portland Harbor. Walsh confirmed that Barry participated in a Portland Harbor Citizens Advisory Group meeting. There was good participation. More information is needed to know if it can be permitted.
- Issued a press release for the reservoir settlement. They are working with a consultant on a remedy. The success was based on the great work done by Public Works Director Zaher, Engineering Manager Darroux, and legal counsel.

# ADJOURN – 2:30 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder



# **COUNCIL PUBLIC HEARING**

Wednesday, June 15, 2022

# **DRAFT MINUTES**

# **MEMBERS PRESENT**

Mayor Rick Scholl Councilor Stephen R. Topaz Councilor Jessica Chilton

# **MEMBERS ABSENT**

Council President Doug Morten Councilor Patrick Birkle

# **STAFF PRESENT**

John Walsh, City Administrator Kathy Payne, City Recorder Lisa Scholl, Deputy City Recorder Matt Brown, Finance Director

### OTHERS

Emily Martin

### **OPEN PUBLIC HEARING – 6:31 p.m.**

### TOPIC

### 1. Fiscal Year 2021-22 Budget Appropriations

Finance Director Matt Brown pointed out the changes in the packet. A copy is included in the archive packet for this meeting.

# **PUBLIC COMMENTS - None**

# CLOSE PUBLIC HEARING – 6:32 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



# **COUNCIL PUBLIC HEARING**

Wednesday, June 15, 2022

# **DRAFT MINUTES**

# **MEMBERS PRESENT**

Mayor Rick Scholl Councilor Stephen R. Topaz Councilor Jessica Chilton

# **MEMBERS ABSENT**

Council President Doug Morten Councilor Patrick Birkle

# **STAFF PRESENT**

John Walsh, City Administrator Kathy Payne, City Recorder Lisa Scholl, Deputy City Recorder Matt Brown, Finance Director

# OTHERS

Emily Martin

# **OPEN PUBLIC HEARING – 6:45 p.m.**

### TOPIC

### 1. Fiscal Year 2022-23 State Revenue Sharing and Budget

Finance Director Brown presented the State Revenue Sharing and Budget documents. A copy is included in the archive packet for this meeting. The State Revenue Sharing funds go into the General Fund. Those funds come from State cigarette tax, alcohol tax, general revenue sharing, and marijuana tax.

# **PUBLIC COMMENTS - None**

# CLOSE PUBLIC HEARING – 6:46 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



# **COUNCIL REGULAR SESSION**

Wednesday, June 15, 2022

# **DRAFT MINUTES**

# MEMBERS PRESENT

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

# **MEMBERS ABSENT**

**Councilor Patrick Birkle** 

# **STAFF PRESENT**

John Walsh, City Administrator Kathy Payne, City Recorder Matt Brown, Finance Director

# OTHERS

None

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

### PLEDGE OF ALLEGIANCE

**VISITOR COMMENTS** – *Limited to five (5) minutes per speaker* None

# **ORDINANCES** – Final Reading

**1. Ordinance No. 3285:** An Ordinance Amending St. Helens Municipal Code Section 8.28 regarding Use of the City Docks

Mayor Scholl read Ordinance No. 3285 by title. **Motion:** Motion made by Councilor Chilton and seconded by Councilor Topaz to adopt Ordinance No. 3285. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Topaz, Councilor Chilton

### RESOLUTIONS

2. **Resolution No. 1958:** A Resolution Authorizing a Transfer of Appropriations within a Fund for Fiscal Year 2021-2022

Mayor Scholl read Resolution No. 1958 by title. **Motion:** Motion made by Council President Morten and seconded by Councilor Topaz to adopt Resolution No. 1958. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Topaz, Councilor Chilton

**3. Resolution No. 1959:** A Resolution of the City of St. Helens Declaring the City's Election to Receive State Revenues

Mayor Scholl read Resolution No. 1959 by title. **Motion:** Motion made by Councilor Chilton and seconded by Council President Morten to adopt Resolution No. 1959. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Topaz, Councilor Chilton

**4. Resolution No. 1960:** A Resolution of the Common Council of the City of St. Helens, Oregon Adopting Budget, Making Appropriations, and Levying Taxes for the Fiscal Year Beginning July 1, 2022

Mayor Scholl read Resolution No. 1960 by title. **Motion:** Motion made by Council President Morten and seconded by Councilor Topaz to adopt Resolution No. 1960. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Topaz, Councilor Chilton

# AWARD BID/CONTRACT

5. Award Bid for 2022 Paving Overlay and Patching Project to TFT Construction, Inc. in the Amount of \$369,846.14

**Motion:** Motion made by Councilor Chilton and seconded by Council President Morten to approve '5' above.

Discussion. Council President Morten asked where the bulk of the overlay and patching is taking place. Walsh responded that the paving overlay is planned for Old Portland Road from Port Avenue to 100-feet west of the Old Portland Road Bridge, Milton Way from Columbia Blvd. to Dubois Lane, McBride Street from Matzen Street to Maplewood Drive, the first 350 feet of N. 7th Street at Columbia Blvd., and Ogan Lane at Columbia Blvd.

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

# **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**

- 6. Extension of Agreement with Mason, Bruce & Girard for Forestry Management Services
- 7. Extension of Agreement with Brown and Caldwell for Consulting Services to Help Facilitate the New NPDES Permit Renewal Negotiations and Implementation
- 8. Maintenance Assistance Grant Agreement with Oregon State Marine Board to Receive Federal and State Grant Funds

**Motion:** Motion made by Council President Morten and seconded by Councilor Topaz to approve '6' through '8' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Topaz, Councilor Chilton

# **CONSENT AGENDA FOR APPROVAL**

- 9. Amended Code Enforcement Officer Job Description
- 10. OLCC Licenses
- 11. Accounts Payable Bill Lists

**Motion:** Motion made by Councilor Chilton and seconded by Council President Morten to approve '9' through '11' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Topaz, Councilor Chilton

# WORK SESSION ACTION ITEMS

None

# **COUNCIL MEMBER REPORTS**

Council President Morten reported...

- Parks & Recreation Commission
  - He is proud of the report they gave today. They were very thorough and transparent. They mentioned a donation for the wreath put at the Veterans Memorial Plaza. That was paid for by those two members presenting. They set a good example of respect.
  - Howard Blumenthal has concerns that he will bring to a Council meeting.
  - Councilor Topaz noted their concerns with the vandalism in Campbell Park and that they are working on it.

Councilor Topaz reported...

- New Library Director started.
- There was a dock meeting on Tuesday. Signs have been ordered. Some of them will go up before 4<sup>th</sup> of July. The new water rules are more than just the dock.

Councilor Chilton reported...

- She watched the new Top Gun movie at the Columbia Theater. It's beautiful and spacious, with downstairs bathrooms. It's nice having it open again.
- She attended the Betsy Johnson rally. She is excited to support her and her endeavors.
- The Kiwanis Community Parade is on Saturday.
- She will be participating in Police Officer interviews next week. They are hoping to hire two positions.

## MAYOR SCHOLL REPORTS

- Kiwanis Community Parade on Saturday.
- Citizens Day in the Park is Saturday, June 25. There will be a free barbecue and lots of vendors.
- He will probably be involved with 4<sup>th</sup> of July activities.

## **OTHER BUSINESS**

## ADJOURN – 7:13 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

## Librarian I (Youth Librarian)

DEPARTMENT:LibraryDIVISION:N/ASUPERVISOR:Library DirectorCLASSIFICATION:Non-Exempt (overtime eligible)UNION:YesCONFIDENTIAL:No



## **GENERAL PURPOSE**

Under direction, performs a variety of professional duties involved in planning, coordinating and implementing library services and programs focusing on youth; provides complex professional and technical library services to the community; and performs other related work as necessary.

## **SUPERVISION RECEIVED**

Works under the general supervision of the Library Director.

## **SUPERVISION EXERCISED**

May exercise technical and functional direction over lower-level library staff, including library technicians, library assistants, library aides, interns, and volunteers, subject to collective bargaining unit language.

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

- Plans, develops, and evaluates programs and services for patrons ages birth to 18 and their families, educators, caregivers, and support workers.
- Plans and produces developmentally appropriate events for children, teens, families, and educators, including STEM programs and those that use resources in the library's makerspace.
- Designs, trains staff on, evaluates, and reports on the Youth Summer Library Challenge.
- Selects, determines purchases, weeds, evaluates, and otherwise develops the youth collections.
- Advises readers, creates book displays and booklists, and pursues other methods in order to connect young people to their next read
- Instructs young patrons, parents/caregivers, educators, and others in the use of library collections and services.
- Conducts outreach, especially to underserved or marginalized populations, and designs and distributes marketing materials.
- Builds and sustains partnerships with other community organizations.
- Regularly evaluates youth programs and services using both qualitative and quantitative methods and uses the results to evolve library services.

- Analyzes community needs, cultural trends, and emerging library practices to inform library services.
- Actively and continually solicits ideas from both the community and other library staff to develop youth services and offerings.
- Seeks federal, state or private funding opportunities and may write grants or cultivate other donations or gifts.
- Pursues professional development opportunities to improve knowledge, skills, and abilities.
- Supports library colleagues in serving young people.
- Represents the library in the local community and the wider library community.
- Contributes to the smooth operation of the library by covering the desk, staffing the Makerspace, shelving, opening/closing, and performing other customer service operations and tasks as required to make the library a welcoming place that meets community needs.
- Maintains cooperative working relationships with City staff, other organizations, and the public.
- Works evenings and weekends as required.
- Contributes to other library-wide projects and initiatives as assigned or required.

## **MINIMUM QUALIFICATIONS**

## EDUCATION AND EXPERIENCE

- a. A master's degree in library science from an American Library Association (ALA) accredited institution.
- b. Previous experience working with young people.
- c. Proficiency with Microsoft Office.

## KNOWLEDGE, SKILLS, AND ABILITIES

- a. Interested in, and affinity for, young people and knowledge of youth development principles.
- b. Knowledge of current library practices, especially as they relate to youth services.
- c. Knowledge of youth literature, media, and culture.
- d. Knowledge of principles of STEM and maker programs for young people.
- e. Ability to think strategically and see connections and possibilities across the library, City, and community.
- f. Strong interpersonal skills, with demonstrated success in working with people from many ages, backgrounds, and perspectives.
- g. Strong communication skills, both verbal and written, including the ability to communicate effectively and remain calm, courteous, and solutions-focused in stressful situations.
- h. Ability to work both independently and in a collaborative team environment.
- i. Commitment to public service and community.
- j. Enthusiasm for learning new things, a flexible approach, and an orientation to mistakes as opportunities to learn and innovate.
- k. Ability to adhere to safety and confidentiality policies.
- I. Ability to exercise sound judgment while upholding high integrity and ethical standards.

- m. Strong organizational skills.
- n. Demonstrated problem-solving skills.
- o. Ability to handle multiple tasks, often with overlapping or time-sensitive deadlines.
- p. Strong attention to detail.
- q. Ability to communicate in the English language in person, by phone, and in video calls in both one-to-one and group settings.

## SPECIAL REQUIREMENTS

- Must pass a background check.
- Must have a valid driver's license.
- Must obtain valid CPR/First Aid Card as offered.

## **DESIRED QUALIFICATIONS**

- a. Previous experience in public library youth services.
- b. Previous experience with youth STEM events, makerspace technologies, coding, and/or digital design or creation tools.
- c. Previous experience in community education, especially non-formal or self-directed learning.
- d. Spanish language fluency.

## TOOLS AND EQUIPMENT USED

- Use of computer or laptop for use in word processing, spreadsheets, desktop publishing, and other related software.
- Typical office equipment such as copier/printer/scanner, telephone, barcode scanner, and comb binder.
- Educational robots, microscopes, 3D pens, button maker, and other STEM/maker equipment for young people.
- Possible/occasional use of consumer-grade maker equipment such as a laser cutter, 3D printer, digital cutter, heat press, sewing machine, laminator, breadboards and electronic components, hand tools, and soldering kit.

## **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 position, the employee is frequently required to sit, stand, bend, kneel, and stoop. The employee is required to use hands to finger, handle, or operate objects, tools, or controls and reach with hands and arms. Duties involve moving materials weighing up to 20 pounds on a regular basis and infrequently weighing up to 50 pounds. Close

vision, color vision, peripheral vision, depth perception, low-light vision, and ability to adjust focus are required. The employee is required to hear and talk.

## WORKING CONDITIONS

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.

Work is typically performed in an office environment and exposure to video display terminals occurs on a regular basis. The noise level in the work area is typical of most office environments telephones, office equipment, personal interruptions, and background noises but may be moderately loud depending on activities.

### 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 **Librarian I (Youth Librarian)** 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:

Librarian I (Youth Librarian)

Print Name:

Library Director

Date

Date



## Expense Approval Packet: APPKT00582 - AP 6.30.2022 BACK DATED

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
QUARANTO & ASSOCIATES LLC	01688	06/30/2022	COURT SERVICES LEGAL	100-704-52019	600.00
STRUCTURAL NEXUS LLC	1164	06/30/2022	AMERICAN MART LETTTER REV		405.00
ROSS DENISON LAW	6.30.2022	06/30/2022	PROFESSIONAL SERVICES COU		250.00
SUNSET AUTO PARTS INC - NA		06/30/2022	AUTO PARTS ACCT 6355	100-705-52001	22.28
ERSKINE LAW PRECTICE LLC	7.1.2022	06/30/2022	6/2-6/30	100-704-52019	5,164.32
COLUMBIA COUNTY TRANSFER		06/30/2022	DUMP FEES ACCT 0017	100-706-52019	23.27
OREGON PATROL SERVICE	8211	06/30/2022	COURT SERVICES	100-704-52019	1,018.50
NET ASSETS	95-202206	06/30/2022	ESCROW TITLE SERVICES	100-707-52019	472.00
VERIZON	9909313701	06/30/2022	CRYSTAL KING	100-701-52010	40.03
VERIZON	9909313701	06/30/2022	CRYSTAL KING	100-701-52010	46.15
VERIZON	9909313701	06/30/2022	MAYOR SCHOLL IPAD	100-703-52001	40.01
VERIZON	9909313701	06/30/2022	PD JETPACK2	100-705-52010	40.01
VERIZON	9909313701	06/30/2022	PD JETPACK1	100-705-52010	40.03
VERIZON	9909313701	06/30/2022	CAMERON PAGE	100-708-52010	36.15
VERIZON	9909313701	06/30/2022	TORY SHELBY	100-708-52010	36.15
VERIZON	9909313701	06/30/2022	REC PHONE	100-709-52010	36.98
VERIZON	9909313701	06/30/2022	RECREATION CENTER	100-709-52010	49.91
	9909313701		RECREATION CENTER		
VERIZON		06/30/2022 06/30/2022	CONSTRUCTION INSPECTOR	100-709-52010 100-711-52010	40.03 40.01
VERIZON VERIZON	9909313701 9909313701	06/30/2022	DARIN COX - BUILDING DEPT I	100-711-52010	40.01 59.91
VERIZON	9909313701	06/30/2022	BUILDING DEPT IPAD	100-711-52010	40.01
VERIZON	9909313701	06/30/2022	JOHN HICKS	100-711-52010	49.91
VERIZON	9909313701	06/30/2022		100-711-52010	73.31
METRO PRESORT	IN645229	06/30/2022	JUNE MONTHLY E SERVICE CH		50.00
ROSS DENISON LAW	INV0002807	06/30/2022	PROFESSIONAL SERVICES COU		925.00
AMY LINDGREN LAW LLC	JUNE 2022	06/30/2022	JUDICIAL SERVICES	100-704-52019	5,000.00
COLUMBIA COUNTY SHERIFFS	JUNE 22- SHPD	06/30/2022	FIRING RANGE USE	100-705-52001	200.00
				Fund 100 - GENERAL FUND Total:	14,798.97
Fund: 201 - VISITOR TOURISM					
SUNSET AUTO PARTS INC - NA	6.30.2022	06/30/2022	AUTO PARTS ACCT 6355	201-000-52028	122.45
			Fur	nd 201 - VISITOR TOURISM Total:	122.45
Fund: 202 - COMMUNITY DEVEL	OPMENT				
MAYER REED INC	13613	06/30/2022	ST HELENS RIVERWALK	202-723-52055	42,905.50
BOISE WHITE PAPER LLC	4.15.2022	06/30/2022	NOTE PAYEMNT	202-722-55001	12,500.00
BOISE WHITE PAPER LLC	5.15.2022	06/30/2022	NOTE PAYEMNT	202-722-55001	12,500.00
BOISE WHITE PAPER LLC	6.15.2022	06/30/2022	NOTE PAYEMNT	202-722-55001	12,500.00
JH KELLY LLC	TH311839	06/30/2022	COL PAC FOOD BANK RENO	202-721-52096	2,737.90
			Fund 202 - CO	MMUNITY DEVELOPMENT Total:	83,143.40
Fund: 302 - WATER SDC					
DONOVAN ENTERPRISES INC	1452	06/20/2022	PROFESSIONAL SERVICES JUNE	202 000 52010	3,060.00
DONOVAN ENTERPRISES INC	1452	06/30/2022	PROFESSIONAL SERVICES JONE	Fund 302 - WATER SDC Total:	
				Fullu Soz - WATER SDC Total:	3,060.00
Fund: 305 - PARKS SDC					
MAYER REED INC	13613	06/30/2022	ST HELENS RIVERWALK	305-000-52019	2,043.40
				Fund 305 - PARKS SDC Total:	2,043.40
Fund: 601 - WATER					
ACE HARDWARE - ST. HELENS	6.30.2022 60180	06/30/2022	MATERIALS ACE ACCT 60180	601-732-52001	299.75
ACE HARDWARE - ST. HELENS	6.30.2022 60180	06/30/2022	MATERIALS ACE ACCT 60180	601-732-52001	68.92
ACE HARDWARE - ST. HELENS	6.30.2022 60180	06/30/2022	MATERIALS ACE ACCT 60180	601-732-52001	32.99
ACE HARDWARE - ST. HELENS	6.30.2022 60180	06/30/2022	MATERIALS ACE ACCT 60180	601-732-52001	34.99
ACE HARDWARE - ST. HELENS	6.6.2022 60174	06/30/2022	ACE MATERIALS ACCT 60174	601-732-52001	47.96
QUALITY CONTROL SERVICES I		06/30/2022	ON SITE SERVICE PH METER	601-732-52019	515.00
VERIZON	9909313701	06/30/2022	JOHN SAVAGE	601-732-52010	46.52
		, ,			

Expense Approval Register				Packet: APPKT00582 - AP 6.30.2	Item #12.
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
	-				
STEVEN R. WABSCHALL	INV0002808	06/30/2022	DRC WFF	601-732-52019	1,500.00
				Fund 601 - WATER Total:	2,546.13
Fund: 603 - SEWER		/			
CITY OF PORTLAND	10411336	06/30/2022	LAB SERVICES FY 21-22 4TH Q	603-736-52064	1,684.00
CITY OF PORTLAND	10411336	06/30/2022	LAB SERVICES FY 21-22 4TH Q	603-737-52064	1,684.00
ACE HARDWARE - ST. HELENS	6.30.2022 60180	06/30/2022	MATERIALS ACE ACCT 60180	603-735-52001	33.98
ACE HARDWARE - ST. HELENS	6.30.2022 60180	06/30/2022	MATERIALS ACE ACCT 60180	603-735-52001	65.16
ACE HARDWARE - ST. HELENS	6.30.2022 60180	06/30/2022	MATERIALS ACE ACCT 60180	603-737-52001	20.96
ACE HARDWARE - ST. HELENS	6.30.2022 60180	06/30/2022	MATERIALS ACE ACCT 60180	603-737-52001	70.49
COLUMBIA RIVER PUD	7.5.2022	06/30/2022	38633 594 S 9 ST POWER	603-737-52003	12,391.48
VERIZON	9909313701	06/30/2022	STEWART HARTLEY	603-736-52010	12.04
VERIZON	9909313701	06/30/2022	AARON KUNDERS	603-736-52010	12.05
VERIZON	9909313701	06/30/2022	SAM ORTIZ	603-736-52010	16.62
VERIZON	9909313701	06/30/2022	SAM ORTIZ	603-737-52010	16.66
VERIZON	9909313701	06/30/2022	STEWART HARTLEY	603-737-52010	12.05
VERIZON	9909313701	06/30/2022	AARON KUNDERS	603-737-52010	12.04
VERIZON	9909313701	06/30/2022	STEWART HARTLEY	603-738-52010	12.06
VERIZON	9909313701	06/30/2022	AARON KUNDERS	603-738-52010	12.06
VERIZON	9909313701	06/30/2022	SAM ORTIZ	603-738-52010	16.63
				Fund 603 - SEWER Total:	16,072.28
Fund: 702 - INFORMATION SYST	FMS				
VERIZON	9909313701	06/30/2022	MATT FUNK	702-000-52010	63.01
VERIZON	9910030407	06/30/2022	CELL SERVICE ACCT 242060134		183.28
VENIZON	5510050407	00/30/2022		- INFORMATION SYSTEMS Total:	246.29
				- IN ORMATION STSTEMS TOTAL	240.25
Fund: 703 - PW OPERATIONS					
COLUMBIA FEED AND SUPPLY	26714	06/30/2022	BLADES SHOULDER BOLDS	703-734-52099	310.67
COLUMBIA FEED AND SUPPLY	26729	06/30/2022	STIHL	703-734-52099	409.61
WESTERN SYSTEMS INC	33588-M	06/30/2022	SPEEDCHECK REPLACEMENT C	703-733-52001	673.75
ACE HARDWARE - ST. HELENS	6.30.2022 60179	06/30/2022	60179 ACE ACCT MATERIALS	703-734-52001	22.98
ACE HARDWARE - ST. HELENS	6.30.2022 60179	06/30/2022	60179 ACE ACCT MATERIALS	703-734-52099	4.58
SUNSET AUTO PARTS INC - NA	6.30.2022	06/30/2022	AUTO PARTS ACCT 6355	703-734-52099	578.36
WESTERN EQUIPMENT	7233357-00	06/30/2022	MATERIALS - MOTOR DECK ECT	703-734-52099	2,020.83
VERIZON	9909313701	06/30/2022	TIM UNDERWOOD	703-733-52010	249.90
VERIZON	9909313701	06/30/2022	SHARON DARROUX	703-733-52010	51.44
VERIZON	9909313701	06/30/2022	PW SPARE2	703-734-52010	40.01
VERIZON	9909313701	06/30/2022	MOUHAMAD ZAHER	703-734-52010	49.91
VERIZON	9909313701	06/30/2022	ROGER STAUFFER	703-734-52010	49.91
VERIZON	9909313701	06/30/2022	PW SPARE	703-734-52010	40.01
VERIZON	9909313701	06/30/2022	BRETT LONG	703-734-52010	49.91
VERIZON	9909313701	06/30/2022	DAVE ELDER	703-734-52010	49.91
VERIZON	9909313701	06/30/2022	SCOTT WILLIAMS	703-734-52010	49.91
VERIZON	9909313701	06/30/2022	PW SPARE 3	703-734-52010	40.01
VERIZON	9909313701	06/30/2022	JULIAN ZIRKLE	703-734-52010	36.30
VERIZON	9909313701	06/30/2022	SCOTT HARRINGTON	703-734-52010	17.93
VERIZON	9909313701	06/30/2022	PW SPARE 4	703-734-52010	40.01
VERIZON	9909313701	06/30/2022	ALEX BIRD	703-734-52010	49.91
VERIZON	9909313701	06/30/2022	CURT LEMONT	703-734-52010	49.91
VERIZON	9909313701	06/30/2022	ETHAN STERLING	703-734-52010	49.91
VERIZON			BUCK TUPPER		49.91 73.01
VERIZON	9909313701 9909313701	06/30/2022	RYAN POWERS	703-734-52010 703-734-52010	73.01 49.91
VERIZON	9909313701	06/30/2022		-	
			FL	und 703 - PW OPERATIONS Total:	5,026.61
Fund: 704 - FACILITY MAJOR MA	INTNANCE				
ACE HARDWARE - ST. HELENS	6.6.2022 60174	06/30/2022	ACE MATERIALS ACCT 60174	704-000-53018	4.59
ACE HARDWARE - ST. HELENS	6.6.2022 60174	06/30/2022	ACE MATERIALS ACCT 60174	704-000-53018	3.99
			Fund 704 - FACI	LITY MAJOR MAINTNANCE Total:	8.58
Fund: 706 - PUBLIC SAFETY					
MACKENZIE	1078923	06/30/2022	BUSINESS PARK INFRASTRUCT	706-000-52019	780.00

Г

Expense Approval Regi	ster			Packet: APPKT00582 - AP 6.30.2	ltem #12.
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MACKENZIE	1078970	06/30/2022	BUSINESS PARK INFRASTRUCT	706-000-52019 Fund 706 - PUBLIC SAFETY Total:	18,897.24 <b>140,872.34</b>
				Grand Total:	267,940.45

D

#### **Fund Summary**

Fund		Expense Amount
100 - GENERAL FUND		14,798.97
201 - VISITOR TOURISM		122.45
202 - COMMUNITY DEVELOPMENT		83,143.40
302 - WATER SDC		3,060.00
305 - PARKS SDC		2,043.40
601 - WATER		2,546.13
603 - SEWER		16,072.28
702 - INFORMATION SYSTEMS		246.29
703 - PW OPERATIONS		5,026.61
704 - FACILITY MAJOR MAINTNANCE		8.58
706 - PUBLIC SAFETY	_	140,872.34
	Grand Total:	267,940.45

#### **Account Summary**

	Account Summary				
Account Number	Account Name	Expense Amount			
100-701-52010	Telephone	86.18			
100-703-52001	Operating Supplies	40.01			
100-704-52019	Professional Services	12,957.82			
100-705-52001	Operating Supplies	222.28			
100-705-52010	Telephone	80.04			
100-706-52019	Professional Services	23.27			
100-707-52008	Printing	50.00			
100-707-52019	Professional Services	472.00			
100-708-52010	Telephone	72.30			
100-709-52010	Telephone	126.92			
100-711-52010	Telephone	263.15			
100-711-52019	Professional Services	405.00			
201-000-52028	Projects & Programs	122.45			
202-721-52096	CDBG Grant Expenses	2,737.90			
202-722-55001	Principal	37,500.00			
202-723-52055	Riverwalk Project	42,905.50			
302-000-52019	Professional Services	3,060.00			
305-000-52019	Professional Services	2,043.40			
601-732-52001	Operating Supplies	484.61			
601-732-52010	Telephone	46.52			
601-732-52019	Professional Services	2,015.00			
603-735-52001	Operating Supplies	99.14			
603-736-52010	Telephone	40.71			
603-736-52064	Lab Testing	1,684.00			
603-737-52001	Operating Supplies	91.45			
603-737-52003	Utilities	12,391.48			
603-737-52010	Telephone	40.75			
603-737-52064	Lab Testing	1,684.00			
603-738-52010	Telephone	40.75			
702-000-52010	Telephone	246.29			
703-733-52001	Operating Supplies	673.75			
703-733-52010	Telephone	301.34			
703-734-52001	Operating Supplies	22.98			
703-734-52010	Telephone	704.49			
703-734-52099	Equipment Operations	3,324.05			
704-000-53018	Capital Outlay - City Hall	8.58			
706-000-52019	Professional Services	140,872.34			
	Grand Total:	267,940.45			

#### **Project Account Summary**

Project Account Key		Expense Amount
**None**		267,940.45
	Grand Total:	267,940.45



# Expense Approval Lem #12. PPKT00587 - AP BACK DATED 6.30.2022 3 FY 21-22

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
TYLER TECHNOLOGIES INC	025-385962	06/30/2022	INSITE TRAN FEE UB	100-707-52019	11,140.00
HUDSON GARBAGE SERVICE	12223824S046	06/30/2022	8716- CITIZENS DAY AT THE P	100-703-52041	484.10
SUNSHINE PIZZA	12800	06/30/2022	COOKING AND SERVING CITIZ	100-703-52041	512.00
JORDAN RAMIS PC ATTORNEYS	193730	06/30/2022	GENERAL LEGAL	100-701-52019	100.00
JORDAN RAMIS PC ATTORNEYS	193730	06/30/2022	GENERAL LEGAL	100-703-52019	2,500.00
JORDAN RAMIS PC ATTORNEYS	193730	06/30/2022	GENERAL LEGAL	100-706-52019	250.00
JORDAN RAMIS PC ATTORNEYS	193730	06/30/2022	GENERAL LEGAL	100-711-52019	250.00
JORDAN RAMIS PC ATTORNEYS	193731	06/30/2022	PLANNING	100-710-52019	766.50
SIERRA SPRINGS	21814586 062522	06/30/2022	WATER BOTTLED COURT / UB	100-715-52001	29.50
GEO TERRA INC	220004-2	06/30/2022	MAP PRODUCTION TERRAIN /	100-710-52028	2,500.00
DON'S RENTAL	570177	06/30/2022	PROPANE	100-708-52001	13.60
COUNTRY MEDIA INC	578555	06/30/2022	ADVERTISING	100-702-52011	158.40
COUNTRY MEDIA INC	579788	06/30/2022	ADVERTISING	100-707-52001	35.65
COUNTRY MEDIA INC	583583	06/30/2022	PUBLIC NOTICE	100-710-52011	217.00
COUNTRY MEDIA INC	583584	06/30/2022	PUBLIC NOTICE	100-710-52011	207.70
COUNTRY MEDIA INC	583585	06/30/2022	PUBLIC NOTICE	100-710-52011	230.95
ACE HARDWARE - ST. HELENS	6.30.2022 60181	06/30/2022	ACE MATERIALS ACCT 60181	100-708-52001	9.99
ACE HARDWARE - ST. HELENS	6.30.2022 60181	06/30/2022	ACE MATERIALS ACCT 60181	100-715-52001	50.97
DAWN RICHARDSON - AP	6.30.2022	06/30/2022	MILEAGE REIMBURSEMENT F	100-707-52001	32.18
ACE HARDWARE - ST. HELENS	6.30.22 60176	06/30/2022	MATERIALS ACE ACCT 60176	100-708-52001	508.65
OREGON DEPARTMENT OF RE	7.5.2022	06/30/2022	STATE DUII CONVICTION FEE	100-000-20800	774.00
OREGON DEPARTMENT OF RE	7.5.2022	06/30/2022	STATE DUII DIVERSION	100-000-20800	1,035.00
OREGON DEPARTMENT OF RE	7.5.2022	06/30/2022	STATE VIOLATION	100-000-20800	1,296.00
OREGON DEPARTMENT OF RE	7.5.2022	06/30/2022	UNITARY	100-000-20800	73.67
OREGON DEPARTMENT OF RE	7.5.2022	06/30/2022	STATE	100-000-20800	90.00
OREGON DEPARTMENT OF RE	7.5.2022	06/30/2022	STATE MISD	100-000-20800	135.00
THE SHERWIN WILLIAMS CO	8831-7	06/30/2022	PAVILAN PAINT	100-708-52001	299.58
LAND DEVELOPMENT SERVICES	APR 2022 -2	06/30/2022	INSPECTIONS FOR ST. HELENS	100-711-52015	487.50
LAND DEVELOPMENT SERVICES	APR 2022	06/30/2022	INSPECTIONS FOR ST. HELENS	100-711-52015	37.50
COUNTRY MEDIA INC	INV0002812	06/30/2022	PUBLIC NOTICE BUDGET COM.	100-707-52001	158.40
COLUMBIA COUNTY TREASUR	JUNE 2022	06/30/2022	COUNTY ASSESSMENT	100-000-20900	454.29
COLUMBIA COUNTY TREASUR	JUNE 2022	06/30/2022	JAIL ASSESSMENT	100-000-20900	6.96
COLUMBIA COUNTY TREASUR	JUNE 2022	06/30/2022	CITY COURT COSTS DEDUCTED	100-000-36002	-46.13
LAND DEVELOPMENT SERVICES	JUNE 2022	06/30/2022	INSPECTIONS FOR ST. HELENS	100-711-52015	637.50
LAND DEVELOPMENT SERVICES	MAY 2022	06/30/2022	INSPECTIONS FOR ST. HELENS	100-711-52015	770.00
SWANSON CONSUMER PROD	S035600	06/30/2022	PLAYGROUND CHIPS	100-708-52001	470.00
				Fund 100 - GENERAL FUND Total:	26,676.46
Fund: 201 - VISITOR TOURISM					
ACE HARDWARE - ST. HELENS	6.30.2022 60181	06/30/2022	ACE MATERIALS ACCT 60181	201-000-52028	6.18
ACE HARDWARE - ST. HELENS	6.30.2022 60181	06/30/2022	ACE MATERIALS ACCT 60181	201-000-52028	31.56
ACE HARDWARE ST. HELENS	0.30.2022 00101	00/00/2022		nd 201 - VISITOR TOURISM Total:	37.74
			14		57.74
Fund: 202 - COMMUNITY DEVE					
OTAK INC	000062200522	06/30/2022	1ST AND STRAND ST P 019823		82,624.83
JORDAN RAMIS PC ATTORNEYS.	193798	06/30/2022	GENERAL ENVIRONMENTAL	202-721-52019	412.50
			Fund 202 - CC	OMMUNITY DEVELOPMENT Total:	83,037.33
Fund: 203 - COMMUNITY ENHA	NCEMENT				
MAD SCIENCE	1535176	06/30/2022	LEGO ENG. REC CENTER	203-709-33005	2,790.00
			Fund 203 - CO	MMUNITY ENHANCEMENT Total:	2,790.00
Fund: 205 - STREETS					
KITTELSON & ASSOCIATES	0127373	06/30/2022	PROJECT 235440 1ST & ST ST	205-000-53001	6,205.64
		30,00,2022		Fund 205 - STREETS Total:	6,205.64
					5,205.04

Expense Approval Register			Packet:	APPKT00587 - AP BACK DATED 6.3	Item #12.
Vendor Name	Payable Number	Post Date	Description (Item)	L Account Number	Amount
Fund: 305 - PARKS SDC					
DAHLGREN'S DO IT BEST BUIL	6.24.2022	06/30/2022	BUILDING MATERIALS ACCT 1	305-000-53001	84.96
DAHLGREN'S DO IT BEST BUIL	6.24.2022	06/30/2022	BUILDING MATERIALS ACCT 1	305-000-53001	530.48
DAHLGREN'S DO IT BEST BUIL	6.24.2022	06/30/2022	BUILDING MATERIALS ACCT 1	305-000-53001	795.72
DAHLGREN'S DO IT BEST BUIL		06/30/2022	BUILDING MATERIALS ACCT 1		-31.68
DAHLGREN'S DO IT BEST BUIL	6.24.2022	06/30/2022	BUILDING MATERIALS ACCT 1	305-000-53001	78.67
DAHLGREN'S DO IT BEST BUIL		06/30/2022	BUILDING MATERIALS ACCT 1		295.24
DAHLGREN'S DO IT BEST BUIL		06/30/2022	BUILDING MATERIALS ACCT 1	305-000-53001	40.48
DAHLGREN'S DO IT BEST BUIL		06/30/2022	BUILDING MATERIALS ACCT 1		8.89
				Fund 305 - PARKS SDC Total:	1,802.76
Fund: 601 - WATER					
ADVANCED ELECTRICAL	214685	06/30/2022	1215 4 THS T WORK SCADA UP	601-000-53001	35,265.60
DESCHUTES TITLE	22-00624	06/30/2022	LOT BOOK REPORT	601-000-53001	250.00
DESCHUTES TITLE	22-00625	06/30/2022	LOT BOOK REPORT	601-000-53001	250.00
DESCHUTES TITLE	22-00626	06/30/2022	LOT BOOK REPORT	601-000-53001	250.00
MASTER METERS INC	248296	06/30/2022	ANNUAL SUPPORT	601-731-52019	1,750.00
DAHLGREN'S DO IT BEST BUIL	6.24.2022	06/30/2022	BUILDING MATERIALS ACCT 1	601-732-52001	46.45
DAHLGREN'S DO IT BEST BUIL	6.24.2022	06/30/2022	BUILDING MATERIALS ACCT 1	601-732-52001	29.48
ACE HARDWARE - ST. HELENS	6.30.2022 60181	06/30/2022	ACE MATERIALS ACCT 60181	601-731-52001	39.98
ACE HARDWARE - ST. HELENS	6.30.2022 60181	06/30/2022	ACE MATERIALS ACCT 60181	601-731-52001	9.59
ACE HARDWARE - ST. HELENS	6.30.2022 60181	06/30/2022	ACE MATERIALS ACCT 60181	601-731-52001	15.58
ACE HARDWARE - ST. HELENS	6.30.2022 60181	06/30/2022	ACE MATERIALS ACCT 60181	601-731-52001	29.98
ACE HARDWARE - ST. HELENS	6.30.2022 60181	06/30/2022	ACE MATERIALS ACCT 60181	601-731-52001	19.99
LAWRENCE OIL COMPANY	CFSI-8967	06/30/2022	247752 WATER	601-732-52022	115.04
H.D FOWLER COMPANY	16126311	06/30/2022	MASTER METERE REG	601-731-52001	421.12
				Fund 601 - WATER Total:	38,492.81
Fund: 702 - INFORMATION SYST	EMS				
QWEST DBA CENTURYLINK AC	3263X201-S-22165	06/30/2022	5163X204S3	702-000-52010	160.66
			Fund 702	2 - INFORMATION SYSTEMS Total:	160.66
Fund: 703 - PW OPERATIONS					
PAPE MACHINERY	13697540	06/30/2022	BLADE	703-734-52099	153.72
JORDAN RAMIS PC ATTORNEYS		06/30/2022	PUBLIC WORKS ENGINEERING	703-733-52019	2,885.00
GEO TERRA INC	220004-2	06/30/2022	MAP PRODUCTION TERRAIN /		69,110.00
EMMERT CHEVERLET BUICK INC		06/30/2022	AUTO REPAIR CHEV 2006 COL	703-734-52099	1,241.26
DAHLGREN'S DO IT BEST BUIL	6.24.2022	06/30/2022	BUILDING MATERIALS ACCT 1	703-734-52047	514.66
ACE HARDWARE - ST. HELENS	6.30.2022 60181	06/30/2022	ACE MATERIALS ACCT 60181	703-734-52001	26.99
GENERAL EQUIPMENT COMP	80718	06/30/2022	REPAIR MINCAM MONITOR	703-734-52099	1,489.00
LAWRENCE OIL COMPANY	CFSI-8967	06/30/2022	247751 ENGINEERING	703-733-52022	87.62
LAWRENCE OIL COMPANY	CFSI-8967	06/30/2022	247750 PUBLIC WORKS	703-734-52022	159.61
LAWRENCE OIL COMPANY	CFSI-8967	06/30/2022	247748 PUBLIC WORKS	703-734-52022	1,958.61
		00,00,2022		und 703 - PW OPERATIONS Total:	77,626.47
Fund: 704 - FACILITY MAJOR MA	AINTNANCE				
DAHLGREN'S DO IT BEST BUIL	6.24.2022	06/30/2022	BUILDING MATERIALS ACCT 1	704-000-53018	2.49
ACE HARDWARE - ST. HELENS	6.30.2022 60181	06/30/2022	ACE MATERIALS ACCT 60181	704-000-53018	4.99
				ILITY MAJOR MAINTNANCE Total:	7.48
				=	

Grand Total: 236,837.35

Packet: APPKT00587 - AP BACK DATED 6.3 Item #12.

22

Fund		Expense Amount
100 - GENERAL FUND		26,676.46
201 - VISITOR TOURISM		37.74
202 - COMMUNITY DEVELOPMENT		83,037.33
203 - COMMUNITY ENHANCEMENT		2,790.00
205 - STREETS		6,205.64
305 - PARKS SDC		1,802.76
601 - WATER		38,492.81
702 - INFORMATION SYSTEMS		160.66
703 - PW OPERATIONS		77,626.47
704 - FACILITY MAJOR MAINTNANCE		7.48
	Grand Total:	236,837.35

#### Account Summary

~	ceoune Summary	
Account Number	Account Name	Expense Amount
100-000-20800	Court - State Assessment	3,403.67
100-000-20900	Court - County Assessment	461.25
100-000-36002	Fines - Court	-46.13
100-701-52019	Professional Services	100.00
100-702-52011	Public Information	158.40
100-703-52019	Professional Services	2,500.00
100-703-52041	Community Support	996.10
100-706-52019	Professional Services	250.00
100-707-52001	Operating Supplies	226.23
100-707-52019	Professional Services	11,140.00
100-708-52001	Operating Supplies	1,301.82
100-710-52011	Public Information	655.65
100-710-52019	Professional Services	766.50
100-710-52028	Projects & Programs	2,500.00
100-711-52015	Intergovernmental Servic	1,932.50
100-711-52019	Professional Services	250.00
100-715-52001	Operating Supplies	80.47
201-000-52028	Projects & Programs	37.74
202-721-52019	Professional Services	412.50
202-723-52019	Professional Services	82,624.83
203-709-33005	Grants	2,790.00
205-000-53001	Capital Outlay	6,205.64
305-000-53001	Capital Outlay	1,802.76
601-000-53001	Capital Outlay	36,015.60
601-731-52001	Operating Supplies	536.24
601-731-52019	Professional Services	1,750.00
601-732-52001	Operating Supplies	75.93
601-732-52022	Fuel	115.04
702-000-52010	Telephone	160.66
703-733-52019	Professional Services	2,885.00
703-733-52022	Fuel	87.62
703-733-52028	Projects & Programs	69,110.00
703-734-52001	Operating Supplies	26.99
703-734-52022	Fuel	2,118.22
703-734-52047	Marine Board	514.66
703-734-52099	Equipment Operations	2,883.98
704-000-53018	Capital Outlay - City Hall	7.48
	Grand Total:	236,837.35

### **Project Account Summary**

Project Account Key		Expense Amount
**None**		236,837.35
	Grand Total:	236,837.35



# Expense Approval hegister Packet: APPKT00578 - AP FY 22-23 7.15.2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
STEVEN R SCHARFSTEIN	00168	07/11/2022	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN R SCHARFSTEIN	00169	07/11/2022	COURT ATTORNEY FEES	100-704-52019	200.00
THE PERCS INDEX INC	31924	07/11/2022	ANNUAL SUPPORT CONTRACT	. 100-705-52001	500.00
CINTAS	8405777185	07/11/2022	PARKS FIRST AID CABINET SER	100-708-52001	139.74
CINTAS	8405777186	07/11/2022	CITY HALL FIRST AID CABINET	100-715-52001	78.03
TOM BODE	INV0002750	07/11/2022	REFUND PUBLIC RECORDS RE	100-000-37004	20.00
THE KLONDIKE HOTEL	INV0002751	07/13/2022	REFUND WITHDRAWN LAND U	. 100-000-35015	397.00
MORE POWER TECHNOLOGY	13662	07/14/2022	PREMIUM AGREEMENT MON	100-712-52019	10,171.15
TYLER TECHNOLOGIES INC	130-127330	07/15/2022	BRAZOS SETUP AND CONFIGU	100-705-52006	10,000.00
TYLER TECHNOLOGIES INC	130-128412	07/15/2022	SERVER HOSTING	100-712-52006	6,511.00
LEAGUE OF OREGON CITIES	2022-200375	07/15/2022	LEAGUE OF OR CITIES MEMBE	100-703-52019	11,704.42
SAIF CORPORATION	2022-2023	07/15/2022	7/1/2019-6/30/2020 POLICY #	100-000-23001	76,845.17
CHAVES CONSULTING INC	211079	07/15/2022	MONTHLY USER FEE PER USER	100-702-52019	185.10
HAGAN HAMILTON INSURANCE	22022838A	07/15/2022	CYBER LIABILITY INS 7/1-7/1/2	100-712-52016	19,635.23
				Fund 100 - GENERAL FUND Total:	136,586.84
Fund: 201 - VISITOR TOURISM					
MASONIC BUILDING LLC	1	07/15/2022	LEASE PAYMENT 3RD QTR JULY	. 201-000-52028	15,000.00
				nd 201 - VISITOR TOURISM Total:	15,000.00
Fund: 203 - COMMUNITY ENHA		07/14/2022		202 700 52020	240.20
CAROLOS M SPISAK	020	07/14/2022	TEEN NIGHT / SNACKS	203-709-52028	348.20
TERESA FOX	1	07/14/2022	FACE PAINTING	203-709-52028	64.00
HOPE WIRTA	INV0002805	07/14/2022	PAINTING CLASS	203-709-52028	300.00
CAROLOS M SPISAK	018	07/07/2022	YOUTH NIGHT 7/1/22	203-709-52028	325.00
CHARLES ESSER	7.7.2022	07/07/2022	JUNE 28/JULY 5	203-709-52028	210.00
RON BAXTER	7.7.2022	07/07/2022	6.28 AND 7/5	203-709-52028	210.00
			Fund 203 - CO	MMUNITY ENHANCEMENT Total:	1,457.20
Fund: 205 - STREETS					
PORTLAND GENERAL ELECTRIC	INV0002806	07/14/2022	4854421000	205-000-52003	53.57
				Fund 205 - STREETS Total:	53.57
Fund: 601 - WATER					
НАСН	13131211	07/12/2022	REAGENT SET CHLORINE FREE	601-731-52001	83.79
НАСН	13131211	07/12/2022	REAGENT SET CHLORINE FREE	601-732-52001	155.61
				Fund 601 - WATER Total:	239.40
Fund: 702 - INFORMATION SYST	TEMS				
COMCAST BUSINESS	150314335	07/13/2022	FIBER INTERNET ACCT 934571	702-000-52003	4,741.88
COMCAST BOSINESS	190314333	07/13/2022		- INFORMATION SYSTEMS Total:	4,741.88
					4,741.00
Fund: 703 - PW OPERATIONS					
CINTAS	8405777184	07/11/2022	FIRST AID CABINET SERVICE	703-734-52019	29.40
SWS EQUIPMENT	0145512-IN	07/12/2022	TURNBUCKLE HIGH U JOINT A	703-734-52099	1,114.23
SAIF CORPORATION	2022-2023	07/15/2022	POLICY 26274	703-000-23001	25,912.98
			Fi	und 703 - PW OPERATIONS Total:	27,056.61
Fund: 706 - PUBLIC SAFETY					
HALEY & ALDRICH INC	9019501	07/11/2022	PUBLIC SAFEY BUILDING	706-000-52019	4,860.00
U.S BANK ST. PAUL	2015112	07/15/2022	FULL FAITH AND CREDIT OB SE	. 706-000-55002	444,592.51
				Fund 706 - PUBLIC SAFETY Total:	449,452.51
				Grand Total:	634 588 01

Grand Total: 634,588.01

### **Fund Summary**

Fund		Expense Amount
100 - GENERAL FUND		136,586.84
201 - VISITOR TOURISM		15,000.00
203 - COMMUNITY ENHANCEMENT		1,457.20
205 - STREETS		53.57
601 - WATER		239.40
702 - INFORMATION SYSTEMS		4,741.88
703 - PW OPERATIONS		27,056.61
706 - PUBLIC SAFETY	_	449,452.51
	Grand Total:	634,588.01

#### **Account Summary**

······,					
Account Number	Account Name	Expense Amount			
100-000-23001	Payroll - Liability	76,845.17			
100-000-35015	Fees - Planning	397.00			
100-000-37004	Miscellaneous	20.00			
100-702-52019	Professional Services	185.10			
100-703-52019	Professional Services	11,704.42			
100-704-52019	Professional Services	400.00			
100-705-52001	Operating Supplies	500.00			
100-705-52006	Computer Maintenance	10,000.00			
100-708-52001	Operating Supplies	139.74			
100-712-52006	Computer Maintenance	6,511.00			
100-712-52016	Insurance	19,635.23			
100-712-52019	Professional Services	10,171.15			
100-715-52001	Operating Supplies	78.03			
201-000-52028	Projects & Programs	15,000.00			
203-709-52028	Projects & Programs	1,457.20			
205-000-52003	Utilities	53.57			
601-731-52001	Operating Supplies	83.79			
601-732-52001	Operating Supplies	155.61			
702-000-52003	Utilities	4,741.88			
703-000-23001	Payroll - Liability	25,912.98			
703-734-52019	Professional Services	29.40			
703-734-52099	Equipment Operations	1,114.23			
706-000-52019	Professional Services	4,860.00			
706-000-55002	Interest	444,592.51			
	Grand Total:	634,588.01			

### Project Account Summary

Project Account Key		Expense Amount
**None**		634,588.01
	Grand Total:	634,588.01

## Expense Approval Packet: APPKT00586 - AP 7.22.2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
A + ENGRAVING LLC	1341	07/18/2022	NAME BADGE R BARRY	100-701-52001	13.00
APPLICANTPRO	193828	07/18/2022	ANNUAL 22-23	100-702-52019	5,716.00
COUNTRY MEDIA INC	582247	07/18/2022	PUBLIC NOTICE	100-710-52011	258.85
ROSS DENISON LAW	7.14.2022	07/18/2022	PROFESSIONAL SERVICES COU	100-704-52019	200.00
COLUMBIA COUNTY ANIMAL	7.5.2022	07/18/2022	RESTITUTION M WEND	100-000-21000	450.00
CIS Trust	PO-STH-12022-00	07/18/2022	2022-2023 RENEWAL PROPER	100-715-52016	123,143.00
EASY 2 WASH LLC	139	07/19/2022	EASY WASH TOKENS CAR WAS	100-705-52001	850.00
LAWRENCE COMPANY	15101	07/19/2022	UNEMPLOYMENT SERVICES	100-707-52019	100.00
PAX8	2022-1-242578	07/19/2022	MICROSOFT OFFICE 365	100-712-52006	2,174.00
LANE COUNCIL OF GOVERNM	7.1.2022	07/19/2022	FY23 LOCAL GOV PERSONNEL	100-702-52018	1,752.00
SUZANNE BISHOP	7.12.2022	07/19/2022	MOVING EXPENSES VIRG TO O	100-706-52014	4,839.63
DAVID B ROSENGARD	7.13.2022	07/19/2022	REFUND PUBLIC RECORDS RE	100-000-37004	20.00
DAWN RICHARDSON - AP	7.18.2022	07/19/2022	MILEAGE REIMBURSEMENT F	100-707-52001	34.37
TROTTER & MORTON FACILITY		07/19/2022	C11165 HVAC POLICE	100-705-52023	1,083.00
TROTTER & MORTON FACILITY	79733	07/19/2022	G10115 LIBRARY HVAC	100-706-52023	2,282.10
CNA SURETY DIRECT BILL	8.26.2022	07/19/2022	BOND 58592190 CITY OF ST. H		204.00
DEPARTMENT OF TRANSPORT		07/19/2022	DMV SERVICES ACCT 61018	100-702-52001	3.70
WIRE WORKS	14276	07/21/2022	WHELEN PAR LED SPOTLIGHT	100-705-52001	384.90
METRO PLANNING INC	5501	07/21/2022	WEB GIS	100-710-52001	62.50
KIWANIS CLUB OF ST. HELENS	7.20.2022	07/21/2022	REFUND PARADE CLEAN UP	100-000-35018	450.00
ROB AND JENNIFER HEATON	7.20.2022	07/21/2022	REFUND SPONSOR FOR SOFTB		800.00
WILCOX	0720211-IN	07/22/2022	FUEL PARKS DEPT	100-708-52022	326.99
PEAK ELECTRIC GROUP LLC	24882	07/22/2022	120 VOLT CIRCUIT	100-708-52019	185.00
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	150 S 13 ST POLICE STATION 7		415.60
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	150 S 13 TH ST- POLICE	100-705-52003	413.00 112.91
NW NATURAL GAS	7.15.2022	07/22/2022	5638	100-705-52003	71.88
NW NATURAL GAS	7.15.2022	07/22/2022	7673	100-706-52003	74.32
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	375 S 18TH ST COLUMBIA CEN		760.21
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	475 S 18TH ST	100-708-52003	20.00
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	200 N RIVER ST - GREY CLIFFS		31.48
					33.35
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	475 S 18TH ST- MCCORMICK E		
NW NATURAL GAS	7.15.2022	07/22/2022	8563 3047	100-708-52003	35.11
NW NATURAL GAS COLUMBIA RIVER PUD	7.15.2022 7.15.2022	07/22/2022	475 S 18 ST METER 10220167	100-708-52003	20.53 59.74
COLUMBIA RIVER PUD	7.15.2022	07/22/2022 07/22/2022	475 S 18TH ST	100-708-52003	69.81
				100-708-52003	38.20
COLUMBIA RIVER PUD COLUMBIA RIVER PUD	7.15.2022	07/22/2022	50 PLAZA SQ- PLAZA OUTLETS 162 MCMICHAEL ST - CAMPBE	100-708-52003	58.20 78.94
	7.15.2022 7.15.2022	07/22/2022			
COLUMBIA RIVER PUD		07/22/2022	264 STRAND ST- COL VIEW PA	100-708-52003	26.70
COLUMBIA RIVER PUD COLUMBIA RIVER PUD	7.15.2022	07/22/2022	475 S 18TH ST - MCCORMICK 120 WHITE WAY - WALNUT TR		594.83
	7.15.2022	07/22/2022			28.28
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	265 STRAND ST SPLASH PAD		46.78
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	299 N 6TH ST - PARKS	100-708-52003	28.28
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	200 N 7TH ST - PARK	100-708-52003	28.51
NW NATURAL GAS	7.15.2022	07/22/2022	0109	100-709-52003	29.71
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	2625 GABLE RD REC CENTER	100-709-52003	210.35
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	277 STRAND ST- CITY HALL UB		68.18
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	275 STRAND ST- CITY HALL UB		99.72
NW NATURAL GAS	7.15.2022	07/22/2022	5285	100-715-52003	31.74
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	277 STRAND ST -	100-715-52003	36.87
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	265 STRAND ST- CITY HALL UP	100-715-52003	103.07
	7.15.2022	07/22/2022	265 STRAND ST- CITY HALL MA		332.76
NW NATURAL GAS	7.15.2022	07/22/2022	2848	100-715-52003	19.31
LISA STOCKWELL	7.20.2022	07/22/2022	RESTITUTION K FRASIER	100-000-21000	50.00

#### **Expense Approval Register**

COLUMBIA RIVER PUD

COLUMBIA RIVER PUD

COLUMBIA RIVER PUD

Fund: 603 - SEWER

HASA

7.15.2022

7.15.2022

7.15.2022

832085

07/22/2022

07/22/2022

07/22/2022

07/18/2022

				Г	
Expense Approval Register				Packet: APPKT005	Item #12. 12
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RACHAEL BARRY -	7.20.2022	07/22/2022	REIMB TOURISM LEADERSHIP	100-701-52018	759.91
			1	Fund 100 - GENERAL FUND Total:	149,650.12
Fund: 201 - VISITOR TOURISM					
E2C	4471	07/21/2022	PRODUCT	201-000-52019	2,009.98
E2C	4471	07/21/2022	ENTERTAINMENT	201-000-52019	16,259.50
E2C	4471	07/21/2022	EQUIPMENT ST. HELENS	201-000-52028	3,684.51
E2C	4471	07/21/2022	ADVERTISING	201-000-52028	2,238.97
E2C	4473	07/22/2022	MONTHLY MARKETING TINA	201-000-52019	10,000.00
COLUMBIA COUNTY CLERK	6.27.2022	07/22/2022	FILING FEE 231 S 1ST ST	201-000-52028	404.63
NW NATURAL GAS	7.15.2022	07/22/2022	7764	201-000-52003	42.14
NW NATURAL GAS	7.15.2022	07/22/2022	9614	201-000-52003	18.29
			Fur	nd 201 - VISITOR TOURISM Total:	34,658.02
Fund: 202 - COMMUNITY DEVE	OPMENT				
PORTLAND GENERAL ELECTRIC	INV0002810	07/18/2022	7357701000	202-722-52003	48.45
PORTLAND GENERAL ELECTRIC	INV0002811	07/18/2022	1650931000	202-722-52003	21.10
MAUL FOSTER ALONGI INC	48632	07/22/2022	WWTP LAGOON ON CALL SERV		2,255.00
MADE I OSTEN ALONGI INC	40032	0772272022		MMUNITY DEVELOPMENT Total:	2,324.55
					_,=
Fund: 203 - COMMUNITY ENHA					
ELIZABETH A FOURNIER	7.18.2022	07/18/2022	YOUTH DANCE CAMP 35 STUD		1,400.00
HOWARD BLUMENTHAL	7.20.2022	07/21/2022	GARDEN CLUB GRANT REIMB	203-708-52028	216.48
MIKE WATSON	7.20.2022	07/21/2022	UMPIRING ADULT SOFTBALL	203-709-52028	315.00
RON BAXTER	7.20.2022	07/21/2022	UMPIRING ADULT SOFTBALL	203-709-52028	210.00
CHARLES ESSER	7.20.2022	07/21/2022	UMPIRING ADULT SOFTBALL	203-709-52028	315.00
MAD SCIENCE	WREG-1535490	07/21/2022	IMAGINATION ACADEMY	203-709-33005	4,030.00
TERESA FOX	000002	07/22/2022	FACE PAINTING	203-709-52028	64.00
TERESA FOX	000003	07/22/2022	FACE PAINTING	203-709-33005	60.00
CAROLOS M SPISAK	019	07/22/2022	SHPR MOVIE NIGHT SERIES	203-709-33005	2,000.00
CAROLOS M SPISAK	022	07/22/2022	WATER WARS EVENT	203-709-33005	250.00
RECDESK LLC	INV-12478	07/22/2022	RECDESK SUBSCRIPTION	203-709-52028	5,800.00
			Fund 203 - COr	MMUNITY ENHANCEMENT Total:	14,660.48
Fund: 205 - STREETS					
ODOT PUBLIC TRANSPORTATI	7.1.2022	07/19/2022	5A-PM/LO-00736/27.60	205-000-52060	322.00
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	265 STRAND ST	205-000-52003	3,747.56
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	1370 COLUMBIA BLVD FOUN	205-000-52003	38.20
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	715 S COLUMBIA RIVER HWY	205-000-52003	71.92
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	2198 COLUMBIA BLVD - SIGNAL	205-000-52003	38.90
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	495 S 18TH ST - LIGHT SIGNAL	205-000-52003	44.21
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	191 N MILTON WAY- LANDSC	205-000-52003	28.51
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	191 N MILTON WAY - SIGNAL	205-000-52003	36.32
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	1800 COLUMBIA BLVD - SIGNAL	205-000-52003	108.53
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	58651 COL HWY GATEWAY ART	205-000-52003	28.62
				Fund 205 - STREETS Total:	4,464.77
Fund: 601 - WATER					
CIS Trust	PO-STH-I2022-00	07/18/2022	2021-2022 RENEWAL PROPER	601-731-52016	94,640.00
NORTHSTAR CHEMICAL	227970	07/19/2022	SODIUM HYPOCHLORITE 12.5%	601-732-52083	951.60
LAWRENCE OIL COMPANY	CFSI-9708	07/19/2022	247752 WATER	601-732-52022	250.34
CORE & MAIN	R168635	07/19/2022	VALVE BOX LID WATER	601-731-52001	993.60
NORTHSTAR CHEMICAL	228251	07/22/2022	SODIUM HYDROXIDE 25%	601-732-52083	10,215.40
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	2300 STRAND ST - WELL 2	601-731-52003	1,347.31
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	1680 1 ST -	601-731-52003	1,013.20
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	57500 OLD PORTLAND RD - W	601-731-52003	33.41
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	62420 COLUMBIA RIVER HWY	601-731-52003	107.19
		07/00/0000			

35261 PITTSBURG RD- PW WA... 601-731-52003

601-731-52003

601-732-52003

603-736-52083

Fund 601 - WATER Total:

END OF KESTREL VIEW DRIVE

1215 FOURTH ST - WFF

MULTI CHLOR

30.09

86.21

5,007.96

7,961.39

114,676.31

#### oval Registe Fx Ar

Expense Approval Register				Packet: APPKT005	Item #12.
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CIS Trust	PO-STH-I2022-00	07/18/2022	2021-2022 RENEWAL PROPER	603-736-52016	57,375.00
CIS Trust	PO-STH-I2022-00	07/18/2022	2021-2022 RENEWAL PROPER	603-737-52016	61,122.00
CENTURY LINK	7.2.2022	07/19/2022	600	603-736-52010	23.07
CENTURY LINK	7.2.2022	07/19/2022	293	603-736-52010	23.07
CENTURY LINK	7.2.2022	07/19/2022	654	603-736-52010	23.07
CENTURY LINK	7.2.2022	07/19/2022	688	603-736-52010	23.07
CENTURY LINK	7.2.2022	07/19/2022	600	603-737-52010	23.07
CENTURY LINK	7.2.2022	07/19/2022	688	603-737-52010	23.07
CENTURY LINK			293		23.07
	7.2.2022	07/19/2022		603-737-52010	
CENTURY LINK	7.2.2022	07/19/2022		603-737-52010	23.07
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	240 CLARK ST PUMP STATION	603-735-52003	28.51
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	451 PLYMOTH ST - WWTP LA	603-736-52003	1,393.30
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	451 PLYMOTH ST - WWTP LA	603-737-52003	1,393.30
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	134 N 1ST- PS 2 8873519	603-738-52003	62.17
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	318 S 1ST ST- PS #1 8805564	603-738-52003	66.92
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	169 S 4TH ST WATER FLOW M	603-738-52003	67.27
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	110 S 4TH ST - PS 3	603-738-52003	32.42
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	35120 MAPLE ST PS 11	603-738-52003	77.70
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	58791 58725 COL RIV HWY P	603-738-52003	56.21
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	58360 OLD PORTLAND RD - PS	603-738-52003	130.89
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	240 MADRONA CT	603-738-52003	112.52
				Fund 603 - SEWER Total:	130,064.16
Fund: 702 - INFORMATION SY	STEMS				
CIVICPLUS	233042	07/19/2022	MUNICODE WEB PREMIUM CI	702-000-52006	3,200.00
CENTURY LINK	7.2.2022	07/19/2022	579	702-000-52010	46.14
CENTURY LINK	7.2.2022	07/19/2022	818	702-000-52010	385.06
CENTURY LINK	7.2.2022	07/19/2022	699	702-000-52010	127.10
CENTURY LINK	7.2.2022	07/19/2022	796	702-000-52010	42.38
CENTURY LINK	7.2.2022	07/19/2022	228	702-000-52010	88.50
CENTURY LINK	7.2.2022	07/19/2022	162	702-000-52010	86.08
CENTURY LINK	7.2.2022	07/19/2022	909	702-000-52010	98.67
CENTURY LINK	7.2.2022	07/19/2022	967	702-000-52010	131.31
CENTURY LINK	7.2.2022	07/19/2022	130	702-000-52010	139.80
CENTURY LINK	7.5.2022	07/19/2022	632B	702-000-52010	41.23
				- INFORMATION SYSTEMS Total:	4,386.27
Fund: 703 - PW OPERATIONS					
PEAK ELECTRIC GROUP LLC	24884	07/18/2022	INSTALLATION 12-2 MC ICE M	703-734-52001	172.50
CIS Trust	PO-STH-12022-00	07/18/2022	2021-2022 RENEWAL PROPER		191,552.17
LAWRENCE OIL COMPANY	CFSI-9708	07/19/2022	247748 PUBLIC WORKS	703-734-52022	1,712.52
METRO PLANNING INC			WEB GIS		
	5501	07/21/2022		703-733-52006	87.50
H.D FOWLER COMPANY	l6143351	07/21/2022	ORANGE MARKING PAINT	703-734-52001	196.56
	13709121	07/22/2022		703-734-52099	20.36
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	1230 DEER ISLAND RD - PW	703-734-52003	67.35
NW NATURAL GAS	7.15.2022	07/22/2022	8675	703-734-52003	16.06
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	984 OREGON ST - PW SHOP	703-734-52003	29.85
NW NATURAL GAS	7.15.2022	07/22/2022	7720	703-734-52003	16.06
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	984 OREGON ST	703-734-52003	122.91
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	650 OREGON ST -LEMONT PU	703-734-52003	337.06
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	265 STRAND ST DOCKS	703-734-52046	257.59
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	264 STRAND ST- PARKS/ GAZE	703-734-52046	36.95
COLUMBIA RIVER PUD	7.15.2022	07/22/2022	264 STRAND ST- COL VIEW PA	-	26.72
			Fi	und 703 - PW OPERATIONS Total:	194,652.16
Fund: 704 - FACILITY MAJOR N	MAINTNANCE				
TROTTER & MORTON FACILITY	′ 79733	07/19/2022	G10115 LIBRARY HVAC	704-000-53013	1,521.40
			Fund 704 - FACI	LITY MAJOR MAINTNANCE Total:	1,521.40
				Grand Total:	651,058.24

#### **Fund Summary**

Fund		Expense Amount
100 - GENERAL FUND		149,650.12
201 - VISITOR TOURISM		34,658.02
202 - COMMUNITY DEVELOPMENT		2,324.55
203 - COMMUNITY ENHANCEMENT		14,660.48
205 - STREETS		4,464.77
601 - WATER		114,676.31
603 - SEWER		130,064.16
702 - INFORMATION SYSTEMS		4,386.27
703 - PW OPERATIONS		194,652.16
704 - FACILITY MAJOR MAINTNANCE	_	1,521.40
	Grand Total:	651,058.24

#### Account Summary

Account Summary				
Account Number	Account Name	Expense Amount		
100-000-21000	Court - Restitution	500.00		
100-000-35018	Fees - Parks & Rec	1,250.00		
100-000-37004	Miscellaneous	20.00		
100-701-52001	Operating Supplies	13.00		
100-701-52018	Professional Development	759.91		
100-702-52001	Operating Supplies	3.70		
100-702-52018	Professional Development	1,956.00		
100-702-52019	Professional Services	5,716.00		
100-704-52019	Professional Services	200.00		
100-705-52001	Operating Supplies	1,234.90		
100-705-52003	Utilities	600.39		
100-705-52023	Facility Maintenance	1,083.00		
100-706-52003	Utilities	834.53		
100-706-52014	Recruiting Expenses	4,839.63		
100-706-52023	Facility Maintenance	2,282.10		
100-707-52001	Operating Supplies	34.37		
100-707-52019	Professional Services	100.00		
100-708-52003	Utilities	1,140.54		
100-708-52019	Professional Services	185.00		
100-708-52022	Fuel	326.99		
100-709-52003	Utilities	240.06		
100-710-52001	Operating Supplies	62.50		
100-710-52011	Public Information	258.85		
100-712-52006	Computer Maintenance	2,174.00		
100-715-52003	Utilities	691.65		
100-715-52016	Insurance	123,143.00		
201-000-52003	Utilities	60.43		
201-000-52019	Professional Services	28,269.48		
201-000-52028	Projects & Programs	6,328.11		
202-722-52003	Utilities	69.55		
202-726-52019	Professional Services	2,255.00		
203-708-52028	Projects & Programs	216.48		
203-709-33005	Grants	6,340.00		
203-709-52028	Projects & Programs	8,104.00		
205-000-52003	Utilities	4,142.77		
205-000-52060	Waterway Lease	322.00		
601-731-52001	Operating Supplies	993.60		
601-731-52003	Utilities	2,617.41		
601-731-52016	General Insurance	94,640.00		
601-732-52003	Utilities	5,007.96		
601-732-52022	Fuel	250.34		
601-732-52083	Chemicals	11,167.00		
603-735-52003	Utilities	28.51		
603-736-52003	Utilities	1,393.30		
603-736-52010	Telephone	92.28		

Account Summary				
Account Number	Account Name	Expense Amount		
603-736-52016	General Insurance	57,375.00		
603-736-52083	Chemicals	7,961.39		
603-737-52003	Utilities	1,393.30		
603-737-52010	Telephone	92.28		
603-737-52016	General Insurance	61,122.00		
603-738-52003	Utilities	606.10		
702-000-52006	Computer Maintenance	3,200.00		
702-000-52010	Telephone	1,186.27		
703-733-52006	Computer Maintenance	87.50		
703-734-52001	Operating Supplies	369.06		
703-734-52003	Utilities	589.29		
703-734-52016	General Insurance	191,552.17		
703-734-52022	Fuel	1,712.52		
703-734-52046	Dock Services	321.26		
703-734-52099	Equipment Operations	20.36		
704-000-53013	Capital Outlay - Library	1,521.40		
	Grand Total:	651,058.24		

### **Project Account Summary**

Project Account Key		Expense Amount
**None**		651,058.24
	Grand Total:	651,058.24