



# COUNCIL REGULAR SESSION

Wednesday, November 06, 2024 at 7:00 PM

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## COUNCIL MEMBERS:

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

## LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)  
Website | [www.sthelensoregon.gov](http://www.sthelensoregon.gov)  
Email | [kpayne@sthelensoregon.gov](mailto:kpayne@sthelensoregon.gov)  
Phone | 503-397-6272  
Fax | 503-397-4016

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## AGENDA

### CALL REGULAR SESSION TO ORDER

### PLEDGE OF ALLEGIANCE

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

### DELIBERATIONS

1. CPZA.1.24 - Amendments to the St. Helens Development Code and Comprehensive Plan in Response to Measure 109 (2020) regarding Psilocybin Land Uses, House Bill 3109 (2021) regarding Child Care Land Uses, and other "Housekeeping" Amendments; Validity Periods for Land Use Decisions, in Particular

### AWARD BID/CONTRACT

2. Accept High Bid and Award Timber Sale Contract to Interfor US Timber Inc. in the Amount of \$608.76 per thousand board feet for Douglas Fir

### APPROVE AND/OR AUTHORIZE FOR SIGNATURE

3. [RATIFY] Amendment No. 2 to Agreement with Otak CPM for Public Safety Building Construction Project Management
4. [RATIFY] Letter of Agreement with Miller Consulting Engineers, Inc. for Professional Structural Engineering Services
5. Extension to Exclusive Towing Agreement with Drake's Towing & Recovery to December 31, 2025
6. Extension to Agreement with St. Helens Marina LLC for Harbor Master Services to September 26, 2025
7. Extension to Agreement with Strategic Networks Group for Broadband Planning to October 30, 2025
8. Second Amendment to Contract with Landis and Landis Construction, LLC for S. 1st and St. Helens Street Intersection Joint Utility Trenching and Electrical Undergrounding Project No. R-685A
9. Display Agreement and Purchase Order with Western Display Fireworks for 4th of July Fireworks Display

- [10.](#) Agreement with Oregon State Marine Board for Maintenance Assistance Grant No. 2325-027 for Repair of Short-Term Tie-Up Docks and Replace Missing Debris Deflection Boom Segment
- [11.](#) Waterway Sublease Agreement with St. Helens Marina LLC for Waterway Lease No. 42848-ML (end of Wyeth Street)

**CONSENT AGENDA FOR ACCEPTANCE**

- [12.](#) Planning Commission Minutes dated September 10, 2024
- [13.](#) Library Board Meeting Minutes dated September 9, 2024
- [14.](#) Library Board Bylaws Subcommittee Meeting Minutes dated September 9, September 23, and October 8, 2024

**CONSENT AGENDA FOR APPROVAL**

- [15.](#) City Council Minutes dated August 7, August 21, September 4, and September 25, 2024
- [16.](#) Animal Facility Licenses
- [17.](#) 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/83034535481?pwd=disObhR72JCH5Fub1JygQKMbROXOwp.1>

Passcode: 378096

Dial: +12532158782

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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](http://www.sthelensoregon.gov) or call 503-366-8217.

## MEMORANDUM

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**DATE:** October 30, 2024

**TO:** City Council – City of St Helens

**FROM:** Brent Keller

**SUBJECT:** 2024 Timber Sale Bids

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Bids were opened for the 2024 City of St Helens ‘Section-20’ Timber Sale at 11:00 am on Tuesday, October 29, 2024. The bid results are as follows:

<u>Bidder</u>	<u>‘Section-20’</u>
Interfor US Timber Inc	<b>\$608.76</b>
Hampton Tree Farms, LLC	\$570.74

*Prices per MBF (thousand board feet) for Douglas-fir*

**Total estimated sale value: \$1,472,343.00**

**My recommendation is to accept the high bid and award the ‘Section-20’ timber sale to Interfor US Timber Inc.**

### St Helens Stumpage Sale Bid History

	Sale	Buyer	Douglas-fir
2012	Milton Creek	Columbia Vista	\$ 454.30
2014	Canaan Road	Simpson	\$ 563.99
2014	Section-21	Olympic Forest Products (RSG)	\$ 577.75
2018	Section-28	High Cascade	\$ 681.01
2020	Salmonberry	Olympic Forest Products (RSG)	\$ 624.00
2021	Smith	Interfor US Timber Inc	\$ 652.36
2022	Salmon	Interfor US Timber Inc	\$ 664.57
2023	Pinkney Road	Hampton Tree Farms, LLC	\$ 519.58
2024	Section-20	Interfor US Timber Inc	\$ 608.76







# Professional Services Agreement Amendment No. 02

Project Name:	City of St. Helens Public Safety Building
Otak CPM Project No.:	020996.000
Project Street Address or Description:	2675 Gable Road, St. Helens, OR 97051
Client Name:	City of St. Helens
Client Mailing Address:	265 Strand Street, St. Helens, OR 97051 US

Otak CPM (Otak) and the City of St. Helens (The City) previously entered an agreement for services. This Amendment No. 02 revises the Scope of Work and Fee as described below. Unless expressly modified below, all other provisions of the original agreement continue to control. If agreed, please sign at the end of this document, keep a copy for your records, and return a copy to us. This Amendment will be effective as of the last date of signature below.

### Scope of Work

The City has asked Otak to provide management of supplemental services related to the surveying and testing of a parcel of land owned by the St. Helens School District (Site Owners). The surveying and testing is to be done prior to the purchase of the land by The City for the construction of the St. Helens Public Safety Building. The City agrees to take full responsibility for obtaining permission from the Site Owners for Otak contracted sub-consultants to have access to physical site being surveyed and tested. The City will confirm with the Site Owners any requirements the Site Owners have regarding sub-contractors accessing the site and will share those requirements with Otak.

### Proposed Fee Summary

The proposed fee for sub-contracted supplemental services is \$40,990. The fee includes:

- Geotechnical services for \$14,900
- Survey services for \$19,500
- Wetlands assessment for \$2,900
- Management and administration for \$3,690

### Supplemental Services

Throughout this project Otak may provide additional supplemental services using sub-consultants upon written instruction from Client. These non-sequential services may be provided during a single phase of services or during several phases and will be agreed to in a written amendment to this agreement. All requests for reimbursement of subconsultant fees will include 10% markup for management, coordination, and administration. The supplemental services may include the following:

- 1.01) Surveying services. Shall be provided by a registered surveyor who shall: evaluate existing pavement Surfaces, grading and on-site utilities and identify potential areas to upgrade: and develop, from conceptual Design through construction closeout, potential upgrades, including specifications and bid drawings; Surveying to include determining legal descriptions and verification of lot lines (meets and bounds), and Building and equipment placement.
- 1.02) Geotechnical testing services.
- 1.03) Asbestos testing consulting services
- 1.04) Special inspections services
- 1.05) Commissioning and certification services.
- 1.06) Owner requested additional consultant services. Consultant shall design and develop additional owner initiated modifications that are related to the project, but not included as part of the basic services.

**Proposed Fee Summary**

Original Fee for Phase 1 .....	\$50,250
Phase 2 Fee.....	\$116,271
Previous Fee Total.....	\$166,521

**New Fee Summary:**

Supplemental Services .....	\$40,990
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**Revised Fee Total..... \$207,511**



Please initial

Printed: Sarah Oaks <b>SO</b>	Printed: John Walsh
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Title: Director of Otak CPM	Title: City Administrator
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Company: Otak CPM, abn, Otak, Inc.	Company: City of St. Helens Oregon
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Date: <b>10/11/2024</b>	Date: <b>10/11/24</b>
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**LETTER OF AGREEMENT BETWEEN  
CITY OF ST. HELENS AND MILLER CONSULTING ENGINEERS, INC.  
FOR PROFESSIONAL STRUCTURAL ENGINEERING SERVICES**

This agreement is made as of the 10<sup>th</sup> day of October, 2024, between the **City of St. Helens, Community Development Dept.** (the City) and **Miller Consulting Engineers, Inc.** (Miller) agree as follows:

A. SERVICES:

1. The **City of St. Helens** authorizes **Miller Consulting Engineers, Inc.**, acting as an independent contractor, to perform the following services for the City:
  - a. Act as a structural consultant to the City of St. Helens
  - b. To review plans submitted for building permit to the City of St. Helens for general structural conformance to the current building code as adopted and amended by the State of Oregon, and to comment on such plans on behalf of the City.
2. The City of St. Helens will provide the following to Miller Consulting Engineers, Inc.: plans, calculations, and specifications as provided to the City of St. Helens for examination.
3. Miller Consulting Engineers, Inc. will perform the services as follows:
  - a. Work to be completed in a timely manner.
  - b. Structural submittals to be reviewed and commented on for conformance to the latest applicable editions of the current building code, as adopted and amended by the State of Oregon, to the extent Miller Consulting Engineers, Inc. in its professional judgement, and based on its experience, deems necessary. Single family residential projects will not be considered as part of the scope of plan review services provided by Miller.
4. Whenever a conflict of interest may arise or if requested by other parties for a specific project, at the discretion of the City of St. Helens or when requested by Miller Consulting Engineers, Inc., plan review responsibility would be forwarded, by the City of St. Helens, to the State of Oregon or other parties other than Miller.
5. Services not included:
  - a. Exhaustive review of plans, calculations, and specifications.
  - b. Multiple reviews of inadequate or incomplete submittals.
  - c. Review of non-structural items or work by other disciplines that may affect the structure unless indicated in the structural comments by Miller.
  - d. Review of construction means, methods, techniques, sequences, procedures, safety precautions or programs, even when included with plans and specifications.

B. BASIS OF FEE AND BILLING:

1. Structural plan review services will be provided at current hourly rates; see the attached current rate schedule for the current hourly rates.
2. Structural consultation, not part of a plan review or to address inadequate or incomplete submittals, will be provided at current hourly rates.
3. Additional charges will be billed for the City of St. Helens' authorized special mailings, special deliveries, or other approved expenses, all to be billed at cost plus 10%.
4. Payment is due to Miller Consulting Engineers, Inc. upon receipt of the invoice for services to the City of St. Helens.

C. INDEMNITY and LIMIT OF LIABILITY:

1. The City and Miller each agrees to defend, indemnify and hold harmless the other, and its respective directors, officers, members, shareholders, agents and employees from and against any and all claims, suits, actions, demands, losses, expenses, damages, and liabilities of any kind, including without limitation reasonable attorney's and expert's fees, to the extent caused by or contributed to by its ordinary or professional negligence, including without limitation the ordinary or professional negligence of those for whose acts or omissions they are legally responsible.

The City and Miller each agrees that the maximum combined joint, several, and individual liability (a) of Miller (including without limitations its partners, members, shareholders, officers, directors, employees, and consultants) to the City and all contractors of any tier in connection with this Agreement and the Project, and (b) of the City to Miller (including without limitations its partners, members, shareholders, officers, directors, employees, and consultants), for any claims or damages whatsoever, irrespective of the number of claims and whether in contract, tort (including without limitation ordinary and professional negligence) or otherwise, shall in no event exceed \$50,000 per individual City of St. Helens project for which plans are reviewed by Miller, and \$300,000 in the aggregate for all claims arising out of or relating to this Agreement. Nothing in this section shall be interpreted as an implied obligation of the City to indemnify Miller. It is intended that this limitation apply to any and all liability or causes of action however alleged or arising, except to the extent otherwise prohibited by law.



D. DISPUTES:

The parties agree to exercise their best efforts in good faith to amicably resolve all disputes via direct negotiations or in mediation, including without limitation disputes involving other participants in the Project in a combined mediation. In the event of a dispute between the parties arising out of or relating to this contract that is not settled by direct negotiations, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or arbitration. Cost of a mediator shall be split evenly among the parties participating.

E. TERMINATION:

This Agreement may be terminated by either party within 30 days after written notice is received by the terminated party of intent to terminate.

F. NO THIRD PARTY RIGHTS

This Agreement is solely for the benefit of Miller and the City of St. Helens, their representatives, successors and assigns, and nothing in this Agreement shall be considered to benefit or create rights in any other person or entity.

**Eric Watson**  
Digitally signed by Eric Watson  
DN: E=eric@miller-se.com,  
CN=Eric Watson,  
OU=Engineering, O="Miller  
Consulting Engineers, Inc.",  
L=Portland, S=Oregon, C=US  
Date: 2024.10.10 13:46:19-07'00'

Miller Consulting Engineers, Inc.

Eric R. Watson, PE, SE

Principal

October 10, 2024



City of St. Helens

Name: John Walsh

Title: City Administrator

Date: October 10, 2024







## 2024 RATE SCHEDULE

### PROFESSIONAL, TECHNICAL AND PROJECT STAFF

Services performed by **Miller Consulting Engineers, Inc.** shall be compensated at the following hourly billing rates:

Position	Hourly Billing Rate
Principal Engineer	\$208.00
Associate Engineer II	\$180.00
Associate Engineer I	\$168.00
Structural Designer II	\$158.00
Structural Designer I	\$150.00
CAD Technician	\$112.00
Administrative Assistant	\$ 96.00
Engineering Intern	\$ 62.00

The hourly rates shown above are subject to modification as costs and policies change. Client will be promptly notified in the event of change.

### PREMIUM TIME

Salary premiums are paid to non-exempt staff for premium time when it is approved by the client. Time expended by exempt personnel is paid on a straight-time basis.

### EXPENSES

Expenses for services by Miller Consulting Engineers, Inc. shall be invoiced at reasonable and normal rates. All expenses for "outside" services properly incurred in the performance of the work, including traveling and living expenses, deliveries, reproduction and other such services and materials, as may be required, shall be invoiced at cost plus 10 percent, as an administrative allowance.

City of St. Helens

EXTENSION OF EXCLUSIVE TOWING AGREEMENT

This Extension is made on November 6, 2024, between City of St. Helens, an Oregon municipal corporation (“St. Helens”), and Drake’s Towing & Recovery (“Contractor”).

RECITALS

A. WHEREAS, on or about December 2, 2020, St. Helens and Contractor entered into an agreement (“Agreement”) in which Contractor agreed to provide services (“Services”) related to towing, storage, and other related services; and

B. WHEREAS, Section 1.1 of the Agreement provides that the Agreement terminates on December 31, 2023, and that the City may extend the contract for additional periods of time if it is in the City’s best interest to do so; and

C. WHEREAS, on December 20, 2023, the Council found it in the City’s best interest to extend the contract and, therefore, extended the agreement to December 31, 2024; and

D. WHEREAS, on November 6, 2024, the Council found it in the City’s best interest to extend the contract and, therefore, extended the agreement to December 31, 2025.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. The termination date of the Agreement signed on or about December 2, 2020, shall be amended to reflect a termination date of December 31, 2025, unless earlier terminated according to the terms of the Agreement.

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

ST. HELENS:

CONTRACTOR:

CITY OF ST. HELENS, an Oregon municipal corporation

DRAKE’S TOWING & RECOVERY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

# City of St. Helens

## EXTENSION OF PERSONAL SERVICES AGREEMENT

This Extension is made on **November 6, 2024**, between City of St. Helens, an Oregon municipal corporation (“City”), and **St. Helens Marina LLC**, an Oregon limited liability company (“Contractor”).

### RECITALS

- A. WHEREAS**, on or about September 26, 2022, City and Contractor entered into an agreement (“Agreement”) in which Contractor agreed to provide services (“Services”) related to monitoring City docks and waterways and enforcing local ordinances; and
- B. WHEREAS**, Paragraph 3 of the Agreement provides that the agreement terminates one year from the date the document was executed, and that the City reserves the right to extend the contract for a period of two (2) years in one (1) year increments; and
- C. WHEREAS**, on September 20, 2023, the agreement was extended by the City Council to September 26, 2024; and
- D. WHEREAS**, City and Contractor mutually desire to extend the term of the agreement for an additional year.

### AGREEMENT

**NOW, THEREFORE**, the parties mutually agree as follows:

- 1.** The termination date of the agreement signed on or about September 26, 2022, shall be amended to reflect a **termination date of September 26, 2025**, unless earlier terminated according to the terms of the Agreement.
- 2.** All other terms and conditions of the Agreement, as previously amended, shall remain in full force and effect other than as specifically amended herein.

**ST. HELENS:**

**CONTRACTOR:**

**CITY OF ST. HELENS**, an Oregon municipal corporation

**ST. HELENS MARINA LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



**City of St. Helens**

**EXTENSION OF PERSONAL SERVICES AGREEMENT**

This Extension is made on November 6, 2024, between City of St. Helens, an Oregon municipal corporation (“St. Helens”), and **Strategic Networks Group, Inc.** (“Contractor”).

**RECITALS**

**A. WHEREAS,** on or about August 7, 2024, St. Helens and Contractor entered into an agreement (“Agreement”) in which Contractor agreed to provide services (“Services”) related to broadband planning; and

**B. WHEREAS,** Paragraph 3 of the Agreement provides that the Agreement terminates on October 30, 2024, and that the City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments; and

**C. WHEREAS,** St. Helens and Contractor mutually desire to extend the term of the agreement an additional year, as per the original agreement conditions.

**AGREEMENT**

**NOW, THEREFORE,** the parties mutually agree as follows:

**1.** The termination date of the Agreement signed on or about August 7, 2024, shall be amended to reflect a **termination date of October 30, 2025**, unless earlier terminated according to the terms of the Agreement.

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

**ST. HELENS:**

**CONTRACTOR:**

**CITY OF ST. HELENS,** an Oregon municipal corporation

**STRATEGIC NETWORKS GROUP, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**SECOND AMENDMENT TO  
Landis & Landis Construction, LLC  
Public Improvement Construction Contract**

**S 1st and – St Helens Intersection Joint Utility Trenching and Electrical Undergrounding  
Project No. R-685A**

This agreement is entered into this \_\_\_\_\_ day of November 2024, by and between the City, (hereinafter "City"), and Landis & Landis Construction, LLC., (hereinafter "Contractor").

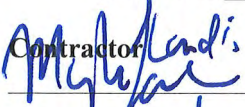
**RECITALS**

- A. City and Contractor entered into a Public Improvement Construction Contract on March 25, 2024 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 underground conduits for franchise utilities including vaults, handholes, sweeps, service conduits, convert the identified electrical services from overhead to underground, and provide all trenching, backfill and cover, conduit and fittings, conductors and all other labor and materials not furnished by the franchise utility companies.
- C. Demolition work was added to the original scope of the project to complete the overhead to underground transition.
- D. The term of the original contract expired on August 12, 2024 and the City desires to extend the contract time of the original contract with the Contractor to retain their services on original contract.

**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. Total compensation for the work described in Section C above is estimated to be \$6,000 and the total not-to-exceed total to accomplish all work required under the contract including modified scope shall be adjusted to \$571,000.00.
- 3. The contract expiration date shall be extended to April 30, 2025.
- 4. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this \_\_\_\_\_ day of November 2024.

Contractor Landis & Landis Construction City  
  
 Date: 10/17/24

\_\_\_\_\_  
 Rick Scholl, Mayor  
 Date: \_\_\_\_\_

Attest:

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



# A TRADITION OF EXCELLENCE

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

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

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



**WESTERN DISPLAY FIREWORKS LTD**

Portland • Seattle • Boise

P.O. Box 932 • Canby • Oregon 97013 • 503.656.1999 • [westerndisplay.com](http://westerndisplay.com)

PYROTECHNIC EXCELLENCE • SINCE 1948





# REFERENCES

Item #9.

.....

## SEATTLE SEAFAIR SUMMER FOURTH

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

## PORTLAND ROSE FESTIVAL

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

## THE MILL CASINO

## INDEPENDENCE DAY CELEBRATION

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

## SAN JUAN ISLAND

## INDEPENDENCE DAY CELEBRATION

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

## CITY OF BOISE 4TH OF JULY

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

## WATERFRONT BLUES FESTIVAL

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

## CHINOOK WINDS CASINO ANNIVERSARY CELEBRATION, LINCOLN CITY, OR

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

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# COMPANY SAFETY EXPERIENCE

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

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

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

## WESTERN DISPLAY FIREWORKS LTD

Portland • Seattle • Boise

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

PYROTECHNIC EXCELLENCE • SINCE 1948



WESTERN DISPLAY FIREWORKS LTD

City of St Helens  
St Helens 4<sup>th</sup> of July  
July 4, 2025

Portland • Seattle • Boise



## Fireworks Display Proposal Summary

City of St Helens  
St Helens 4<sup>th</sup> of July  
July 4, 2025

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

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

Portland • Seattle • Boise

# City of St. Helens

Show date 7/4/25  
 Location St. Helens, OR

Item #9.

## WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
00:01.900	4" Silver Wave to Aqua	4"	1	OPENER
00:03.200	2.5" (30 Shot) Fanned Turquoise Peony / Orange Shiny F	B1	2	OPENER
00:03.200	2.5" (30 Shot) Fanned Turquoise Peony / Orange Shiny F	B3	2	OPENER
00:05.900	4" Silver Wave to Orange	4"	3	OPENER
00:09.450	5" Half Orange Half Aqua Peony	5"	4	OPENER
00:13.900	4" Silver Wave to Aqua	4"	5	OPENER
00:17.900	4" Silver Wave to Orange	4"	6	OPENER
00:21.450	5" Half Orange Half Aqua Peony	5"	7	OPENER
00:26.500	3" Sunny Package V25	3"	8	
00:30.350	5" Sunny Package V25	5"	9	
00:35.600	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	10	
00:41.200	3" Sunny Package V25	3"	11	
00:45.100	4" Sunny Assortment Package A 2020	4"	12	
00:49.600	5" Sunny Assortment Package A 2020	5"	13	
00:56.000	3" Sunny Package V25	3"	14	
01:00.900	3" Sunny Package V25	3"	15	
01:04.800	4" Sunny Assortment Package A 2020	4"	16	
01:09.650	5" Sunny Package V25	5"	17	
01:14.600	4" Sunny Assortment Package A 2020	4"	18	
01:19.500	4" Sunny Assortment Package A 2020	4"	19	
01:24.900	4" Sunny Package V25	4"	20	
01:29.300	4" Sunny Assortment Package A 2020	4"	21	
01:35.200	3" Sunny Package V25	3"	22	
01:39.600	4" Sunny Package V25	4"	23	
01:45.000	3" Sunny Package V25	3"	24	
01:49.900	3" Sunny Package V25	3"	25	



### WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
01:53.400	5" Sunny Assortment Package A 2020	5"	26	
01:58.800	4" Sunny Assortment Package A 2020	4"	27	
01:59.000	100S 5 Point Shape Ti-Crackling Tail & Brocade Palm Cr	B1	28	MS#1
01:59.000	100S 5 Point Shape Ti-Crackling Tail & Brocade Palm Cr	B3	28	MS#1
02:03.700	4" Sunny Assortment Package A 2020	4"	29	
02:08.550	5" Sunny Package V25	5"	30	
02:13.500	4" Sunny Assortment Package A 2020	4"	31	
02:19.400	3" Sunny Package V25	3"	32	
02:23.600	5" (18) Sunny Assortment Package D	5"	33	
02:29.200	3" Sunny Package V25	3"	34	
02:34.100	3" Sunny Package V25	3"	35	
02:38.500	4" Sunny Package V25	4"	36	
02:43.200	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	37	
02:48.800	3" Sunny Package V25	3"	38	
02:53.700	3" Sunny Package V25	3"	39	
02:57.700	4" Sunny Assortment Package A 2020	4"	40	
03:03.600	3" Sunny Package V25	3"	41	
03:08.500	3" Sunny Package V25	3"	42	
03:13.400	3" Sunny Package V25	3"	43	
03:17.300	4" Sunny Assortment Package A 2020	4"	44	
03:23.200	3" Sunny Package V25	3"	45	
03:27.400	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	46	
03:32.300	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	47	
03:37.400	4" Sunny Package V25	4"	48	
03:42.300	4" Sunny Package V25	4"	49	
03:47.700	3" Sunny Package V25	3"	50	

## WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
03:52.600	3" Sunny Package V25	3"	51	
03:56.900	5" (18) Sunny Assortment Package D	5"	52	
04:01.450	5" Sunny Package V25	5"	53	
04:06.900	4" Sunny Package V25	4"	54	
04:11.600	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	55	
04:17.200	3" Sunny Package V25	3"	56	
04:21.100	4" Sunny Assortment Package A 2020	4"	57	
04:25.950	5" Sunny Package V25	5"	58	
04:30.900	4" Sunny Assortment Package A 2020	4"	59	
04:35.800	4" Sunny Assortment Package A 2020	4"	60	
04:41.700	3" Sunny Package V25	3"	61	
04:46.100	4" Sunny Package V25	4"	62	
04:51.500	3" Sunny Package V25	3"	63	
04:56.500	3" Sunny Package V25	3"	64	
05:01.400	3" Sunny Package V25	3"	65	
05:05.300	4" Sunny Assortment Package A 2020	4"	66	
05:10.500	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	67	
05:15.400	5" (18) Sunny Assortment Package D	5"	68	
05:21.000	3" Sunny Package V25	3"	69	
05:25.200	5" (18) Sunny Assortment Package D	5"	70	
05:29.400	5" Sunny Assortment Package A 2020	5"	71	
05:35.700	3" Sunny Package V25	3"	72	
05:40.100	4" Sunny Package V25	4"	73	
05:44.100	5" Sunny Assortment Package A 2020	5"	74	
05:49.700	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	75	
05:51.500	100S Fan Green Strobe Mine to Brocade Waterfall	B1	76	MS#2

# City of St. Helens

Show date 7/4/25  
 Location St. Helens, OR

Item #9.

## WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
05:51.500	100S Fan Green Strobe Mine to Brocade Waterfall	B3	76	MS#2
05:55.400	3" Sunny Package V25	3"	77	
05:59.800	4" Sunny Package V25	4"	78	
06:04.200	4" Sunny Assortment Package A 2020	4"	79	
06:10.100	3" Sunny Package V25	3"	80	
06:14.300	5" (18) Sunny Assortment Package D	5"	81	
06:19.200	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	82	
06:24.800	3" Sunny Package V25	3"	83	
06:29.700	3" Sunny Package V25	3"	84	
06:34.600	3" Sunny Package V25	3"	85	
06:38.450	5" Sunny Package V25	5"	86	
06:44.400	3" Sunny Package V25	3"	87	
06:49.300	3" Sunny Package V25	3"	88	
06:53.300	4" Sunny Assortment Package A 2020	4"	89	
06:58.500	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	90	
07:03.600	4" Sunny Package V25	4"	91	
07:09.000	3" Sunny Package V25	3"	92	
07:13.900	3" Sunny Package V25	3"	93	
07:17.400	5" Sunny Assortment Package A 2020	5"	94	
07:22.700	4" Sunny Assortment Package A 2020	4"	95	
07:28.600	3" Sunny Package V25	3"	96	
07:32.800	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	97	
07:37.350	5" Sunny Package V25	5"	98	
07:42.600	5" (18) Sunny Assortment Package D	5"	99	
07:48.200	3" Sunny Package V25	3"	100	
07:53.200	3" Sunny Package V25	3"	101	

### WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
07:58.100	3" Sunny Package V25	3"	102	
08:02.000	4" Sunny Assortment Package A 2020	4"	103	
08:07.200	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	104	
08:12.100	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	105	
08:16.300	5" Sunny Assortment Package A 2020	5"	106	
08:21.900	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	107	
08:26.800	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	108	
08:32.400	3" Sunny Package V25	3"	109	
08:36.600	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	110	
08:41.700	4" Sunny Package V25	4"	111	
08:46.600	4" Sunny Package V25	4"	112	
08:51.400	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	113	
08:56.300	5" (18) Sunny Assortment Package D	5"	114	
09:01.400	4" Sunny Package V25	4"	115	
09:05.800	4" Sunny Assortment Package A 2020	4"	116	
09:11.000	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	117	
09:16.100	4" Sunny Package V25	4"	118	
09:20.500	4" Sunny Assortment Package A 2020	4"	119	
09:25.700	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	120	
09:30.250	5" Sunny Package V25	5"	121	
09:36.200	3" Sunny Package V25	3"	122	
09:41.100	3" Sunny Package V25	3"	123	
09:43.000	2.5" (30 Shot) Fanned Variegated Crossette	B2	124	MS#3
09:45.500	4" Sunny Package V25	4"	125	
09:50.300	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	126	
09:55.200	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	127	

### WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
10:00.300	4" Sunny Package V25	4"	128	
10:05.200	4" Sunny Package V25	4"	129	
10:10.100	4" Sunny Package V25	4"	130	
10:14.450	5" Sunny Package V25	5"	131	
10:19.350	5" Sunny Package V25	5"	132	
10:25.300	3" Sunny Package V25	3"	133	
10:30.200	3" Sunny Package V25	3"	134	
10:35.100	3" Sunny Package V25	3"	135	
10:39.000	4" Sunny Assortment Package A 2020	4"	136	
10:44.200	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	137	
10:48.500	5" Sunny Assortment Package A 2020	5"	138	
10:54.100	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	139	
10:59.000	5" (18) Sunny Assortment Package D	5"	140	
11:03.200	5" Sunny Assortment Package A 2020	5"	141	
11:08.800	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	142	
11:13.400	4" Sunny Assortment Package A 2020	4"	143	
11:17.900	5" Sunny Assortment Package A 2020	5"	144	
11:24.200	3" Sunny Package V25	3"	145	
11:28.600	4" Sunny Package V25	4"	146	
11:34.000	3" Sunny Package V25	3"	147	
11:37.500	5" Sunny Assortment Package A 2020	5"	148	
11:43.800	3" Sunny Package V25	3"	149	
11:48.300	4" Sunny Package V25	4"	150	
11:53.200	4" Sunny Package V25	4"	151	
11:57.600	4" Sunny Assortment Package A 2020	4"	152	
12:02.100	5" Sunny Assortment Package A 2020	5"	153	

## WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
12:07.000	5" Sunny Assortment Package A 2020	5"	154	
12:12.300	4" Sunny Assortment Package A 2020	4"	155	
12:17.500	5" (18) Sunny Assortment Package D	5"	156	
12:22.050	5" Sunny Package V25	5"	157	
12:27.500	4" Sunny Package V25	4"	158	
12:32.200	5" (18) Sunny Assortment Package D	5"	159	
12:37.100	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	160	
12:41.700	4" Sunny Assortment Package A 2020	4"	161	
12:47.200	4" Sunny Package V25	4"	162	
12:52.600	3" Sunny Package V25	3"	163	
12:56.500	4" Sunny Assortment Package A 2020	4"	164	
13:01.000	5" Sunny Assortment Package A 2020	5"	165	
13:07.300	3" Sunny Package V25	3"	166	
13:12.200	3" Sunny Package V25	3"	167	
13:16.050	5" Sunny Package V25	5"	168	
13:21.000	4" Sunny Assortment Package A 2020	4"	169	
13:26.200	5" (18) Sunny Assortment Package D	5"	170	
13:30.800	4" Sunny Assortment Package A 2020	4"	171	
13:36.500	100 Shots Different Shapes, Red/ Green/ Red Strobe Tai	B1	172	MS#4
13:36.500	100 Shots Different Shapes, Red/ Green/ Red Strobe Tai	B3	172	MS#4
13:36.700	3" Sunny Package V25	3"	173	
13:40.900	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	174	
13:46.100	4" Sunny Package V25	4"	175	
13:50.800	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	176	
13:55.350	5" Sunny Package V25	5"	177	
14:01.300	3" Sunny Package V25	3"	178	

### WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
14:05.500	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	179	
14:11.100	3" Sunny Package V25	3"	180	
14:16.000	3" Sunny Package V25	3"	181	
14:19.900	4" Sunny Assortment Package A 2020	4"	182	
14:24.800	4" Sunny Assortment Package A 2020	4"	183	
14:29.300	5" Sunny Assortment Package A 2020	5"	184	
14:35.100	4" Sunny Package V25	4"	185	
14:39.500	4" Sunny Assortment Package A 2020	4"	186	
14:45.000	4" Sunny Package V25	4"	187	
14:49.700	5" (18) Sunny Assortment Package D	5"	188	
14:54.300	4" Sunny Assortment Package A 2020	4"	189	
14:59.150	5" Sunny Package V25	5"	190	
15:04.400	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	191	
15:10.000	3" Sunny Package V25	3"	192	
15:14.900	3" Sunny Package V25	3"	193	
15:18.800	4" Sunny Assortment Package A 2020	4"	194	
15:24.000	5" (18) Sunny Assortment Package D	5"	195	
15:28.900	5" (18) Sunny Assortment Package D	5"	196	
15:33.450	5" Sunny Package V25	5"	197	
15:38.350	5" Sunny Package V25	5"	198	
15:43.900	4" Sunny Package V25	4"	199	
15:49.300	3" Sunny Package V25	3"	200	
15:54.200	3" Sunny Package V25	3"	201	
15:59.100	3" Sunny Package V25	3"	202	
16:04.000	3" Sunny Package V25	3"	203	
16:08.400	4" Sunny Package V25	4"	204	

### WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
16:13.100	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	205	
16:18.000	5" (18) Sunny Assortment Package D	5"	206	
16:22.200	5" Sunny Assortment Package A 2020	5"	207	
16:27.800	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	208	
16:32.700	5" (18) Sunny Assortment Package D	5"	209	
16:36.900	5" Sunny Assortment Package A 2020	5"	210	
16:42.800	4" Sunny Package V25	4"	211	
16:48.200	3" Sunny Package V25	3"	212	
16:53.100	3" Sunny Package V25	3"	213	
16:58.000	3" Sunny Package V25	3"	214	
17:02.900	3" Sunny Package V25	3"	215	
17:07.300	4" Sunny Package V25	4"	216	
17:12.200	4" Sunny Package V25	4"	217	
17:16.550	5" Sunny Package V25	5"	218	
17:21.800	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	219	
17:26.400	4" Sunny Assortment Package A 2020	4"	220	
17:27.200	2.5" (30 Shot) Fanned Glitter Coconut w/Glitter Tail	B2	221	MS#5
17:31.800	4" Sunny Package V25	4"	222	
17:37.200	3" Sunny Package V25	3"	223	
17:41.500	5" (18) Sunny Assortment Package D	5"	224	
17:47.100	3" Sunny Package V25	3"	225	
17:50.600	5" Sunny Assortment Package A 2020	5"	226	
17:56.900	3" Sunny Package V25	3"	227	
18:01.100	4" (36) Crown Assortment B RT(18 Effects) Free Sponso	4"	228	
18:06.700	3" Sunny Package V25	3"	229	
18:11.100	4" Sunny Package V25	4"	230	



### WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
18:16.500	3" Sunny Package V25	3"	231	
18:20.400	4" Sunny Assortment Package A 2020	4"	232	
18:24.900	5" Sunny Assortment Package A 2020	5"	233	
18:30.150	5" Sunny Package V25	5"	234	
18:36.100	3" Sunny Package V25	3"	235	
18:40.600	4" Sunny Package V25	4"	236	
18:45.000	4" Sunny Assortment Package A 2020	4"	237	
18:50.400	4" Sunny Package V25	4"	238	
18:55.800	3" Sunny Package V25	3"	239	
19:00.200	4" Sunny Package V25	4"	240	
19:05.600	3" Sunny Package V25	3"	241	
19:09.800	5" (18) Sunny Assortment Package D	5"	242	
19:14.000	4" Silver Twinkle Chrysanthemum w/ Sapphire Blue Petal	4"	243	FINALE STAGE 1
19:15.000	2.5" (30 Shot) Fanned White Peony w/ White Mine	B1	244	FINALE STAGE 1
19:15.000	2.5" (30 Shot) Fanned White Peony w/ White Mine	B2	244	FINALE STAGE 1
19:15.000	2.5" (30 Shot) Fanned White Peony w/ White Mine	B3	244	FINALE STAGE 1
19:15.100	5" Silver Twinkle Chrysanthemum w/ Sapphire Blue Petal	5"	245	FINALE STAGE 1
19:17.000	4" Silver Twinkle Chrysanthemum w/ Ruby Red Petal	4"	246	FINALE STAGE 1
19:18.100	5" Silver Twinkle Chrysanthemum w/ Ruby Red Petal	5"	247	FINALE STAGE 1
19:20.000	4" Silver Twinkle Chrysanthemum w/ Sapphire Blue Petal	4"	248	FINALE STAGE 1
19:21.100	5" Silver Twinkle Chrysanthemum w/ Sapphire Blue Petal	5"	249	FINALE STAGE 1
19:23.000	4" Silver Twinkle Chrysanthemum w/ Ruby Red Petal	4"	250	FINALE STAGE 1
19:24.100	5" Silver Twinkle Chrysanthemum w/ Ruby Red Petal	5"	251	FINALE STAGE 1
19:26.000	4" Silver Twinkle Chrysanthemum w/ Sapphire Blue Petal	4"	252	FINALE STAGE 1
19:27.100	5" Silver Twinkle Chrysanthemum w/ Sapphire Blue Petal	5"	253	FINALE STAGE 1
19:29.000	4" Silver Twinkle Chrysanthemum w/ Ruby Red Petal	4"	254	FINALE STAGE 1

### WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
19:30.100	5" Silver Twinkle Chrysanthemum w/ Ruby Red Petal	5"	255	FINALE STAGE 1
19:32.000	4" Silver Twinkle Chrysanthemum w/ Sapphire Blue Petal	4"	256	FINALE STAGE 1
19:33.100	5" Silver Twinkle Chrysanthemum w/ Sapphire Blue Petal	5"	257	FINALE STAGE 1
19:35.000	4" Super Golden Brocade w/ White Flitter Petal	4"	258	FINALE STAGE 2
19:35.600	5" Super Golden Brocade w/ Ruby Red Petal	5"	259	FINALE STAGE 2
19:36.000	2.5" (30 Shot) Fanned Titanium Salute	B1	260	FINALE STAGE 2
19:36.000	2.5" (30 Shot) Fanned Titanium Salute	B2	260	FINALE STAGE 2
19:36.000	2.5" (30 Shot) Fanned Titanium Salute	B3	260	FINALE STAGE 2
19:37.000	4" Super Golden Brocade w/ Ruby Red Petal	4"	261	FINALE STAGE 2
19:37.600	5" Super Golden Brocade w/ Sapphire Blue Petal	5"	262	FINALE STAGE 2
19:39.000	4" Super Golden Brocade w/ White Flitter Petal	4"	263	FINALE STAGE 2
19:39.600	5" Super Golden Brocade w/ Ruby Red Petal	5"	264	FINALE STAGE 2
19:41.000	4" Super Golden Brocade w/ Ruby Red Petal	4"	265	FINALE STAGE 2
19:41.600	5" Super Golden Brocade w/ Sapphire Blue Petal	5"	266	FINALE STAGE 2
19:43.000	4" Super Golden Brocade w/ White Flitter Petal	4"	267	FINALE STAGE 2
19:43.600	5" Super Golden Brocade w/ Ruby Red Petal	5"	268	FINALE STAGE 2
19:45.000	4" Super Golden Brocade w/ Ruby Red Petal	4"	269	FINALE STAGE 2
19:45.600	5" Super Golden Brocade w/ Sapphire Blue Petal	5"	270	FINALE STAGE 2
19:47.000	4" Super Golden Brocade w/ White Flitter Petal	4"	271	FINALE STAGE 2
19:47.600	5" Super Golden Brocade w/ Ruby Red Petal	5"	272	FINALE STAGE 2
19:49.000	4" Super Golden Brocade w/ Ruby Red Petal	4"	273	FINALE STAGE 2
19:49.600	5" Super Golden Brocade w/ Sapphire Blue Petal	5"	274	FINALE STAGE 2
19:51.000	4" Super Golden Brocade w/ White Flitter Petal	4"	275	FINALE STAGE 2
19:51.600	5" Super Golden Brocade w/ Ruby Red Petal	5"	276	FINALE STAGE 2
19:53.000	4" Super Golden Brocade w/ Ruby Red Petal	4"	277	FINALE STAGE 2
19:53.600	5" Super Golden Brocade w/ Sapphire Blue Petal	5"	278	FINALE STAGE 2

### WD Electric Cue Sheet

Event Time	Description	Position	Pin	Notes
19:56.200	3" Chained Dragon Eggs&Ti-Chrys. Assortment RT Silve	3"	279	FINALE STAGE 3
19:56.400	3" Chained Dragon Eggs&Ti-Chrys. Assortment RT Silve	3"	280	FINALE STAGE 3
19:56.600	3" Chained Dragon Eggs&Ti-Chrys. Assortment RT Silve	3"	281	FINALE STAGE 3
19:56.800	3" Chained Dragon Eggs&Ti-Chrys. Assortment RT Silve	3"	282	FINALE STAGE 3
19:57.000	3" Chained Dragon Eggs&Ti-Chrys. Assortment RT Silve	3"	283	FINALE STAGE 3
19:57.000	4" Ultimate Nishiki Kamuro Niagara Falls w/ Red, White,	4"	284	FINALE STAGE 3
19:57.100	4" Ultimate Nishiki Kamuro Niagara Falls w/ Red, White,	4"	285	FINALE STAGE 3
19:57.100	5" Ultimate Nishiki Kamuro Niagara Falls w/ Red, White,	5"	286	FINALE STAGE 3
19:57.200	4" Ultimate Nishiki Kamuro Niagara Falls w/ Red, White,	4"	287	FINALE STAGE 3
19:57.200	5" Ultimate Nishiki Kamuro Niagara Falls w/ Red, White,	5"	288	FINALE STAGE 3
19:57.300	4" Ultimate Nishiki Kamuro Niagara Falls w/ Red, White,	4"	289	FINALE STAGE 3
19:57.300	5" Ultimate Nishiki Kamuro Niagara Falls w/ Red, White,	5"	290	FINALE STAGE 3
19:57.400	4" Ultimate Nishiki Kamuro Niagara Falls w/ Red, White,	4"	291	FINALE STAGE 3
19:57.600	5" Ultimate Nishiki Kamuro Niagara Falls w/ Red, White,	5"	292	FINALE STAGE 3
19:57.900	5" Ultimate Nishiki Kamuro Niagara Falls w/ Red, White,	5"	293	FINALE STAGE 3
20:25.900	5" (18) Sunny Value Assortment Package			<NOT A CIRCUIT>
20:25.900	5" (18) Sunny Assortment Package A 2024			<NOT A CIRCUIT>
20:25.900	5" (18) Sunny Assortment Package D			<NOT A CIRCUIT>
20:26.400	4" (36) Sunny Assortment Package V25			<NOT A CIRCUIT>
20:26.400	4" (36) Sunny Meteor Assortment 2024			<NOT A CIRCUIT>
20:26.700	3" (72) Sunny Value Assortment Package			<NOT A CIRCUIT>
20:26.700	4" (36) Crown Assortment B RT(18 Effects) Free Sponso			<NOT A CIRCUIT>

## DISPLAY AGREEMENT AND PURCHASE ORDER

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

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

1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date(s) and location: July 4, 2025 shot from a barge on the Columbia River, south end of Sand Island, St Helens, OR 97051, as detailed in Proposal #25-7765, which is attached hereto and incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.
2. **Price and Payment Terms.** Total price of TWENTY FIVE THOUSAND DOLLARS AND NO/100 (\$25,000.00) is to be paid as follows: 20% of the total price, \$5,000.00 was paid on APRIL 8, 2024; 20% of the total price, \$5,000.00 is due by MARCH 1, 2025; 20% of the total price, \$5,000.00 is due by JUNE 4, 2025; the remaining balance of the price, \$10,000.00, is due in full on or before July 14, 2025. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
3. **Western Duties.** As part of the total price Western agrees to the following:
  - a. To supply all shells and other pyrotechnics listed on the Proposal;
  - b. Mortars, firing equipment and all other required materials necessary to perform its services hereunder;
  - c. Proper delivery, set-up, firing and presentation by pyrotechnic operator and crew covered under workers compensation insurance;
  - d. To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Western's responsibilities of Display site cleanup have been completed; and
  - e. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties.
4. **Sponsor Duties.**
  - a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement;
  - b. Sponsor to provide a tug & barge adequate to conduct the display. Barge provided must comply with size requirements set forth by NFPA 1123 and meet the approval of WDF. Barge & tug arrangements to be mutually agreed upon no later than 60 days prior to display date; and
  - c. Sponsor to provide barge loading/unloading facility.
5. **Insurance.** Western agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$5,000,000. If requested in writing, Western shall provide Sponsor with a certificate of insurance within two weeks of the Display. All entities/individuals listed on the certificate of insurance will be deemed as additional insured pursuant to this Agreement.

6. **Indemnification.** Western agrees to indemnify, defend, and hold harmless the Sponsor, its agents and employees, and those entities/individuals listed on the certificate of insurance, from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that directly arise from the performance of the fireworks to the extent that such are occasioned by an act or omission of its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that arise from the performance of the fireworks to the extent that such are occasioned by any act or omission of Sponsor, its agents and employees. Each Party agrees to give the other Party prompt notice of any claims. Neither Party shall be responsible for consequential damages.
7. **Compliance with Laws.**
- a. Sponsor Responsibilities: SPONSOR agrees to perform their requirements in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2022 Edition (National Fire Protection Association) 8.1 General Requirements. The sponsor of the display shall make provisions for fire protection for the display. 8.1.1 The sponsor shall consult with the AHJ, the local responding fire department (if different from the AHJ) and the operator (the licensed pyrotechnic operator employed by Western) to determine the level of fire protection required. 8.1.2 The following shall apply to crowd control: (1) Monitors whose sole duty is the enforcement of crowd control shall be located around the display site and at other locations as determined by the sponsor. (2) The AHJ and the operator shall approve the provisions for crowd control. 8.1.2.1 Monitors shall be positioned around the display site to prevent spectators or any other unauthorized persons from entering the discharge site. 8.1.2.2 Where required by the AHJ, approved delineators or barriers shall be used to aid in crowd control. 8.1.2.3 Portions of the display site, other than the discharge site(s), shall be permitted to be open to the public prior to the display as long as the provisions of 4.2.2.2 are maintained. 8.1.2.4 Unescorted public access to the discharge site shall not be permitted where pyrotechnic materials are present during the period before the display. 8.1.2.5 The discharge site shall be restricted throughout the display and until the discharge site has been inspected after the display (see Exhibit A – Display Site Map).
- b. Western's Responsibilities: Western shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated unless otherwise noted above in Sponsor duties. Western shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation. Western is responsible to insure that all materials and services supplied under this Agreement comply with all laws, rules and regulations of the State and the federal government relating thereto.
8. **Cancellation/Rescheduling by Sponsor.** If the Display is cancelled by the Sponsor after receipt of this signed Agreement, Sponsor agrees to pay 25% of the total price (\$6,250.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor within 30 days of the scheduled Display date, Sponsor agrees to pay 50% of the total price (\$12,500.00). If the Display is cancelled by the Sponsor on the date of the Display, Sponsor agrees to pay 100% of the total price (\$25,000.00). By providing notice of not less than 30 days from the original Display date, Sponsor may elect to reschedule the Display to a mutually



agreeable date. This date must be within 90 days of the original display date. Western agrees to facilitate this rescheduling and Sponsor agrees to reimburse Western for new permits and other additional costs associated with this change. Sponsor understands that permitting requirements, burn bans and other factors beyond Western's control may prohibit rescheduling of a display. If these factors prohibit the rescheduled Display from taking place then the standard cancellation schedule applies.

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

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

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

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

The pricing and product offered in the Proposal shall remain firm if this Agreement is mutually executed by both Parties on or before November 18, 2024.

**Sponsor**

**Western Display Fireworks, Ltd.**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: Brent Pavlicek

Its: \_\_\_\_\_

Its: Co-President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### Exhibit A—Display Site Map—St. Helens



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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/	Item #9.
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**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

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

<b>PRODUCER</b> Acisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> 216-658-7100 <b>FAX (A/C, No):</b> 216-658-7101 <b>E-MAIL ADDRESS:</b>  																					
<b>INSURED</b> Western Display Fireworks Ltd. P. O. Box 932 Canby OR 97013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A : Everest Indemnity Insurance Co.</td> <td></td> <td style="text-align: center;">10851</td> </tr> <tr> <td>INSURER B : Axis Surplus Ins Company</td> <td></td> <td style="text-align: center;">26620</td> </tr> <tr> <td>INSURER C : Everest Denali Insurance Company</td> <td></td> <td style="text-align: center;">16044</td> </tr> <tr> <td>INSURER D : Travelers Property Casualty Co of America</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Everest Indemnity Insurance Co.		10851	INSURER B : Axis Surplus Ins Company		26620	INSURER C : Everest Denali Insurance Company		16044	INSURER D : Travelers Property Casualty Co of America			INSURER E :			INSURER F :		
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INSURER E :																						
INSURER F :																						

**COVERAGES**    **CERTIFICATE NUMBER: 1520591209**    **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	SI8ML00215-241	1/15/2024	1/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	SI8CA00098-241	1/15/2024	1/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y	Y	P-001-000069176-06	1/15/2024	1/15/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> <b>(Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N/A	37-302971-01-02 (OR, CA, MD, MT, TN, TX, UT)	1/15/2024	1/15/2025	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
 Display Date: July 4, 2025  
 Display Site: From a barge on the Columbia River located off the south end of Sand Island, St. Helens, OR 97051  
 Additional Insured:  
 1) City of St Helens  
 2) Columbia River Fire & Rescue  
 3) Scappoose Fire District

<b>CERTIFICATE HOLDER</b>  City of St Helens PO Box 278 St Helens OR 97051	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

# INVOICE

10/16/2024

Item #9.



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

**Attn:** Gloria Butsch

Phone: 503-366-8227

Fax:

Email: [gbutsch@sthelensoregon.gov](mailto:gbutsch@sthelensoregon.gov)

Fireworks Proposal #	Date	Description	Amount
25-7765	7/4/2025	Fireworks Show  1st installment due 3/1/2025	\$5,000.00

**Terms:**

1st installment due 3/1/2025

Thank you in advance for your prompt payment!

<b>Sub Total</b>	\$5,000.00
<b>Tax</b>	\$0.00
<b>Total Current Due</b>	\$5,000.00

**Please make checks payable to:**

**Western Display Fireworks, LTD.**

PO Box 932

Canby, Oregon 97013



**~ We appreciate your business ~**

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

**MAINTENANCE ASSISTANCE GRANT  
INTERGOVERNMENTAL AGREEMENT**  
Agreement No. 2325-027

This Agreement is between the State of Oregon acting by and through its Marine Board (“OSMB”) and City of St. Helens (“Recipient”), each a “Party” and, together, the “Parties”.

**SECTION 1: AUTHORITY**

This Agreement is authorized by ORS 190.110. OSMB is authorized to provide grants for boating facility projects under ORS 830.150 and OSMB has sufficient facility maintenance assistance grant funds available within its current biennial budget and has authorized expenditure on the Recipient’s Project as defined below, and the Recipient agrees to comply with Maintenance Assistance Grant Program rules in OAR 250-014-0300-0305 and other OSMB adopted policies and procedures.

**SECTION 2: PURPOSE**

The purpose of this Agreement is to set forth the obligations of both Parties in the operation and maintenance of four recreational boating access sites *hereinafter* called the “Project,” as described in the Recipient’s Maintenance Assistance Grant Application #2325-027 and Site Inventory to OSMB. With this reference, the Maintenance Assistance Grant Application and Site Inventory are made part of this Agreement. If a conflict exists between the Maintenance Assistance Grant Application, Site Inventory and this Agreement, the Agreement will govern.

**SECTION 3: EFFECTIVE DATE AND DURATION**

- 3.1 Term.** This Agreement is effective on July 1, 2023, and terminates on June 30, 2025, or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with Section 18.
- 3.2 Project Completion.** The Project shall be completed by June 30, 2025, and final billing for the Project shall be submitted to OSMB, on or before September 30, 2025. Unless approved in writing, OSMB shall not be obligated to disburse any payments after this date.
- 3.3 Closeout.** (See 2 CFR § 200.343) OSMB will closeout this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Recipient.

**SECTION 4: AUTHORIZED REPRESENTATIVES**

- 4.1 OSMB’s Authorized Representative is:**  
Janine Belleque, Boating Facilities Program Manager  
PO Box 14145, Salem, OR 97309 or 435 Commercial Street NE Suite #400, Salem 97301  
(503) 877-7580 Office, [Janine.Belleque@boat.oregon.gov](mailto:Janine.Belleque@boat.oregon.gov)

**4.2** Recipient's Authorized Representative is:  
 Mouhamad Zaher, Public Works Director  
 265 Strand St., St. Helens, OR 97051  
 (503) 366-8235 Office, mzaher@sthelensoregon.gov

**4.3** A Party may designate a new Authorized Representative by written notice to the other Party.

## **SECTION 5: RESPONSIBILITIES OF EACH PARTY**

### **5.1 Responsibilities of Recipient:**

**5.1.1 Maintenance.** The Recipient shall at all times be responsible for the maintenance and operation of the Project and related facilities during the term of the Agreement. This does not restrict the Recipient's ability to subcontract for the performance of maintenance and operation services. Such subcontractors would be subject to Section 5.1.10, Indemnification by Subcontractors.

**5.1.2 Matching Funds.** The Recipient shall contribute a minimum of 25% for each pumpout, dump station and floating restroom and contribute a minimum of 40% for all other approved sites as identified in the Maintenance Assistance Grant Application and Site Inventory.

**5.1.3 Indirect Rate.** The Recipient is charging the indirect rate shown on Attachment B. Total Indirect Costs to be charged are \$0.00.

**5.1.4 Notification of Changes.** Recipient will notify OSMB if there are any modifications in fees, season of use, quantities, ownership or management of any recreational boating access sites identified on the Inventory Sheet prior to requesting reimbursement. The Recipient will provide details of the modifications to OSMB in order for OSMB to evaluate for changes to the grant award. In the event the modifications effect the grant award an amendment will be issued.

**5.1.5 Pumpout, Dump Station or Floating Restroom.** The Recipient will provide performance reports and gallons of sewage collected.

**5.1.6 Commercial and Other Uses.** OSMB funds and matching funds cannot be used to support or accommodate commercial or other non-recreational boating uses or activities at the Project.

- a. For purposes of this Section 5, Commercial Use means any activity on or affecting the Project that was not described in the Maintenance Assistance Grant Application and Site Inventory, or not approved pursuant to OSMB Policy 93-06 or 93-02, where the Recipient:
  1. has financial profit as a goal,
  2. charges any fees or receives any benefit to provide services, supplies or goods, or

3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.
- b. Recipient must restrict use of the Project to only boats that comply with ORS 830.770, 830.775 and 830.624-630 or have current registration with another state.

**5.1.7 Public Access to Project.** During the term of this Agreement the Recipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

**5.1.8 User Fees.** No fees can be charged to recreational boaters for the use of pumpout, dump station or floating restroom. Recipient shall notify and request written approval from OSMB of any user fees charged to recreational boaters for the use of the improvements described herein throughout the term of this Agreement. Fees charged shall be reasonable and are subject to review and approval by OSMB. If user fees are charged for the use of the completed Project, the Recipient shall maintain sufficient records and accounting procedures that demonstrate all of the gross income from the fees is used to defray direct maintenance and operational costs for the Project.

**5.1.9 Payments.** Recipient agrees to:

- a. Make payment promptly as due to all contractors, subcontractors, vendors or any other persons supplying labor, materials or services for the Project;
- b. All employers, including Recipient that employ subject workers as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
- c. Not permit any lien or claim to be filed or prosecuted against OSMB, due to any construction or maintenance activities at the Project.

**5.1.10 Alternative Dispute Resolution.** The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**5.1.10 Indemnification by Subcontractors.** The Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in

part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

## 5.2 Responsibility of OSMB:

5.2.1 OSMB shall pay Recipient as described in Sections 6 and 7.

## SECTION 6: CONDITIONS TO DISBURSEMENT

**6.1 Conditions Precedent to Any Reimbursement.** OSMB shall not be obligated to disburse any of the grant funds to reimburse the Recipient for Project costs hereunder unless OSMB has received from the Recipient:

- a. Reimbursement Requests must be submitted on the approved OSMB Maintenance Assistance Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties with OSMB not reimbursing more than 75% of the cost for pumpouts, dump stations and floating restrooms and Recipient's match not being less than 25% of any request, for all other recreational boating access sites identified as the Project OSMB will not reimburse more than 60% of any request and Recipient's match not being less than 40% of any request.

**6.2 Conditions Precedent to Partial Progress Payment(s).** OSMB shall not be obligated to make partial progress reimbursement payment(s) hereunder until supporting documentation of the percentage of Project completion has been received, reviewed and approved by OSMB. In no event shall OSMB disburse more than ninety percent (90%) of the amount indicated in Section 7.2. as progress payments.

**6.3 Conditions Precedent to Final Payment.** OSMB shall not be obligated to make final payment hereunder until the following have been completed or supplied:

- a. Supporting documentation in form and content determined by OSMB, has been received reviewed and approved by OSMB.

## SECTION 7: COMPENSATION AND PAYMENT TERMS

**7.1 Federal Fund Approval.** OSMB has received a grant from the United States Department of the Interior, Fish and Wildlife Services, (USFWS) as described pursuant to 2 CFR 200.331 on Attachment B. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and 2 CFR 200.330, OSMB's determination is that the Recipient is the sub-recipient of federal funds.

**7.2 Grant Funds.** Upon approval by its governing body, OSMB shall provide grant funds in the

amount of \$31,200.00 state Boating Facility Grant, \$2,400 federal Clean Vessel Act funds for a total of \$33,600.00 to the Recipient to fund the Project. OSMB shall not provide to the Recipient, and the Recipient shall not use any funds described in this section for large-scale construction or capital projects such as replacing docks, installing restrooms or paving parking areas or to match other grants.

- 7.3 Payments.** OSMB shall, upon receipt of the Recipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to OSMB, disburse funds to the Recipient in accordance with Section 6 "CONDITIONS TO DISBURSEMENT".
- 7.4 Overpayment.** In the event that the aggregate amount of OSMB's interim progress payments to the Recipient exceeds the allowable reimbursable costs of the Recipient for the Project, the Recipient agrees to refund to OSMB the amount paid in excess of such allowable expenses within thirty (30) days of final billing by the Recipient or the Project Completion Date, whichever is earlier.
- 7.5 Disallowed Costs.** The Recipient agrees that payment(s) made by OSMB under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by OSMB not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Recipient shall pay OSMB the amount of such excess within 30 days after written notice of disallowed costs is provided by OSMB.

## SECTION 8: REPRESENTATIONS AND WARRANTIES

Recipient represents and warrants to OSMB that:

- 8.1** Recipient is a city duly organized and validly existing. Recipient has the power and authority to enter into and perform this Agreement;
- 8.2** The making and performance by Recipient of this Agreement (a) have been duly authorized by Recipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is party or by which Recipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement, other than those that have already been obtained;
- 8.3** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient enforceable in accordance with its terms;
- 8.4** Recipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Recipient will apply that skill and knowledge with care and diligence to perform its

obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and

- 8.5** Recipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Recipient.

## **SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OSMB or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 10: OWNERSHIP OF WORK PRODUCT**

- 10.1** As used in this Section 10 and elsewhere in this Agreement, the following terms have the meanings set forth below:

- 10.1.1 Project Ownership.** OSMB acknowledges and agrees that the Project is the exclusive property of the Recipient. OSMB is neither responsible nor liable in any manner for the construction, operation or maintenance of the Project.

## **SECTION 11: NO DUPLICATE PAYMENT**

The Recipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon, including, but not limited to the Oregon Department of Fish and Wildlife, or the United States of America or any other party.

## **SECTION 12: CONTRIBUTION**

- 12.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all



legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 12 with respect to the Third-Party Claim.

- 12.2** With respect to a Third Party Claim for which OSMB is jointly liable with Recipient (or would be if joined in the Third Party Claim ), OSMB shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of OSMB on the one hand and of Recipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OSMB on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OSMB's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 12.3** With respect to a Third Party Claim for which Recipient is jointly liable with OSMB (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OSMB in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of OSMB on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of OSMB on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

## **SECTION 13: RECIPIENT DEFAULT**

Recipient will be in default under this Agreement upon the occurrence of any of the following events:

- 13.1** Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 13.2** Any representation, warranty or statement made by Recipient in this Agreement or in any documents or reports relied upon by OSMB to measure the delivery of services, the

expenditure of funds or the performance by Recipient is untrue in any material respect when made;

- 13.3** Recipient (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 13.4** A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Recipient, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (c) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

## **SECTION 14: OSMB DEFAULT**

OSMB will be in default under this Agreement if OSMB fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## **SECTION 15: REMEDIES**

- 15.1** In the event Recipient is in default under Section 13, OSMB may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 18, (b) reducing or withholding payment for work or Work Product that Recipient has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Recipient to perform, at Recipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 16 (which is in addition to the remedies provided in Section 7.4), of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 15.2** In the event OSMB is in default under Section 14 and whether or not Recipient elects to

exercise its right to terminate this Agreement under Section 18, or in the event OSMB terminates this Agreement under Sections 18.1, 18.2, or 18.3, Recipient's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by OSMB, for work completed and accepted by OSMB within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims OSMB has against Recipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by OSMB, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that OSMB has against Recipient. In no event will OSMB be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Recipient exceed the amount due to Recipient under this Section 15.2, Recipient shall promptly pay any excess to OSMB.

## **SECTION 16: RECOVERY OF OVERPAYMENTS**

In addition to the remedies provided in Section 7.4, if payments to Recipient under this Agreement, or any other agreement between OSMB and Recipient, exceed the amount to which Recipient is entitled, OSMB may, after notifying Recipient in writing, withhold from payments due Recipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## **SECTION 17: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 12, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

## **SECTION 18: TERMINATION**

- 18.1 Termination for Convenience.** The Recipient may terminate this Agreement at any time upon thirty (30) days prior written notice to OSMB; provided, however, that the Recipient shall, within thirty (30) days of such termination, reimburse OSMB for all funds contributed by OSMB to the Project; provided further that until the Recipient has fully reimbursed OSMB for such funds, the Recipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of nine percent (0.9%) per annum, or, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand.
- 18.2 Termination Because of Non-Appropriation or Project Ineligibility.** OSMB, as provided in Section 29 "FORCE MAJEURE," may modify or terminate this Agreement and at any time upon 30 days prior written notice to the Recipient, may modify or terminate this Agreement

if:

- a. OSMB fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds as described in ORS 830.150.
- b. In the event insufficient funds are appropriated for the payments under this Agreement and the Recipient has no other lawfully available funds, then the Recipient may terminate this Agreement at the end of its current fiscal year, with no further liability to OSMB. The Recipient shall deliver written notice to OSMB of such termination no later than 30 days from the determination by the Recipient of the event of non-appropriation. OSMB shall pay for all authorized Project costs expended up to the date of written notice of termination.

**18.3 Termination for Default.** OSMB, at any time upon 30 days prior written notice of default to the Recipient, may modify or terminate this Agreement if:

- a. The maintenance and operation of the Project is not pursued with due diligence; or
- b. The Recipient's fee simple title to or other interest in the maintenance and operation sites or Project is not sufficient, legal and valid; or
- c. The Recipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
- d. The Recipient, without the prior written approval of OSMB, uses the funds provided by OSMB hereunder to maintain and operate any project other than the Project described agreement; or
- e. The maintenance and operation of the Project is not completed in a good and workmanlike manner or fails to comply with any required federal, state or local law; or
- f. During the term of this Agreement, the Recipient fails to perform any obligation or requirement of this Agreement , including, but not limited to, exceeding the length of stay at a short term tie-up dock, allowing non-recreational boating use such as crabbing, fishing, swimming, diving or other activities to impact a recreational boaters ability to use the Project, or coveys the Project or the Project property or any part thereof or converts the use of the Project or the Project property to a use that precludes free and unencumbered recreational public boating access.
- g. The Recipient defaults under any other agreement between the Parties.

#### **18.4 Rights and Remedies.**

- a. The Recipient shall, within 30 days of its receipt of a notice of default, reimburse OSMB for all funds contributed by OSMB to the Project.

Further, OSMB shall have any and all rights and remedies available at law or in equity.

- b. In the event that Recipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating OSMB's grant or cause or requires OSMB to return funds to the Federal Funding Agency, Recipient will return to OSMB an amount equal to the funds which OSMB is not reimbursed for or is required to return to Federal Funding Agency.

## **SECTION 19: NONAPPROPRIATION**

OSMB's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OSMB receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSMB, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OSMB.

## **SECTION 20: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 21: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 21. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 22: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 9,10,12,16,17 and 22 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

## **SECTION 23: SEVERABILITY**

The Parties agree that if any term or provision of this Agreement is declared by a court of

competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

## SECTION 24: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

## SECTION 25: COMPLIANCE WITH LAW

- 25.1 Compliance with Law Generally.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Recipient and the Agreement.
- 25.2 Oregon False Claims Act.** Recipient acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Recipient pertaining to this Agreement, including the procurement process relating to this Agreement that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Recipient certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Recipient further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Recipient. Recipient understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or OSMB under this Contract or any other provision of law.
- 25.3 Tax Compliance.** As set forth on Exhibit B, Recipient has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Recipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient's property, operations, receipts, or income, or to Recipient's performance of or compensation for any work performed by Recipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, or to goods, services, or property, whether tangible or intangible, provided by Recipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 25 constitutes a material breach of this Agreement. Further, any failure to comply with Recipient's certifications set forth in Exhibit B also shall constitute a material breach of this Agreement. Any failure to comply shall entitle

OSMB to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- 25.3.1 Termination of this Agreement, in whole or in part, this is in addition to any remedies available under Section 18;
- 25.3.2 Offsetting against any amount owed to Recipient, and withholding of amounts otherwise due and owing to Recipient, in an amount equal to State's setoff right, without penalty; and
- 25.3.3 Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. OSMB may recover any and all damages suffered as the result of Recipient's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

In addition, this Agreement will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Recipient's compensation under this Agreement or (ii) exercising a right of setoff against Recipient's compensation under this Agreement for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

## **SECTION 26: INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

## **SECTION 27: PERSONS NOT TO BENEFIT**

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

## **SECTION 28: INTENDED BENEFICIARIES**

OSMB and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 29: FORCE MAJEURE**

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OSMB may terminate this Agreement upon written notice to Recipient after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **SECTION 30: ASSIGNMENT AND SUCCESSORS IN INTEREST**

Recipient may not assign or transfer its interest in this Agreement without the prior written consent of OSMB and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OSMB's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns. Any sub grant entered into under this Agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit A and the sub grant shall:

- a. Be awarded in accordance with §200.317 to §200.326 Procurement Standards
- b. If the contract is not to a unit of local government as defined in ORS 190.003, the contract shall require the contractor to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees, and agents ("indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses arising from a tort (as now or hereafter defined in ORS 30.260), caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("claims"). It is the specific intentions of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

## **SECTION 31: SUBCONTRACTS**

Recipient shall not, without OSMB's prior written consent, enter into any subcontracts for any of the work required of Recipient under this Agreement. OSMB's consent to any subcontract will not relieve Recipient of any of its duties or obligations under this Agreement.

## **SECTION 32: TIME IS OF THE ESSENCE**

Time is of the essence in Recipient's performance of its obligations under this Agreement.



### **SECTION 33: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

### **SECTION 34: RECORDS MAINTENANCE AND ACCESS**

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OSMB and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

### **SECTION 35: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

### **SECTION 36: ADDITIONAL REQUIREMENTS**

Recipient shall comply with the additional requirements set forth in Exhibit A, B and C, attached hereto and incorporated herein by this reference. AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (Federal Compliance Terms), Exhibit B (Tax Compliance), Attachment A (Information Required by 2CFR200), Attachment B (Site Inventory), and Exhibit C (Additional Requirements).

**SECTION 37: SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**STATE OF OREGON acting by and through its Marine Board**

\_\_\_\_\_  
Larry Warren, Director

\_\_\_\_\_  
Date

**City of St. Helens**

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency in accordance with ORS 291.047**

Approval Authorized by Letter  
Steven Marlowe, Assistant Attorney General

August 2, 2017  
Date

## EXHIBIT A

### MAINTENANCE ASSISTANCE GRANT NO. 2325-027 BOATING FACILITY IMPROVEMENTS FEDERAL COMPLIANCE TERMS

#### **I. Grant Recipient Compliance Requirements:**

- A. Recipient is responsible to ensure compliance with the federal implementing regulations for (Clean Vessel Act 50 CFR Part 85 or Boating Infrastructure Grant Program 50 CFR Part 86).
- B. Recipient to comply with Assurances – Construction Programs (Standard Form 424D)
- C. Pursuant to 2 CFR Part 170, OSMB will enter grant information into the Federal Funding Accountability and Transparency Act (FFATA).

#### **II. Federal Terms and Conditions:**

Recipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

- A. Uniform Administrative Requirements, 2 CFR Part 200, Subparts A through D or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B.
- B. including but not limited to the following:

1. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
2. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.
3. Audits. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OSMB within 30 days of completion.

B. Cost Principles 2 CFR Part 200, Subpart E

C. Central Service Cost Allocation Plans Appendix V to Part 200

D. Indirect Cost Proposals Appendix VII to Part 200

E. Audit Requirements 2 CFR Part 200, Subpart F

F. Federal Non-discrimination Statutes. Recipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by OSMB.

G. Eligible Workers. Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Recipient shall comply with regulations regarding certification and retention of the completed forms.

H. To the extent applicable to this award, Recipient is responsible to comply with

1. National Environmental Policy Act; E.O. 11514 (which requires the recipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.
2. E.O. 11990: Protection of Wetlands (which requires the recipient to comply with environmental standards for the protection of wetlands)
3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the recipient to comply with environmental standards for the evaluation of flood hazards in floodplains)

4. Coastal Zone Management Act (which requires recipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).'
5. Wild and Scenic Rivers Act (which requires the recipient to protect components or potential components of the national wild and scenic rivers system). (16 USC Chapter 28, Sections 1271 et seq.)
6. Historic Preservation Act, E.O. 11593 (which requires recipient to assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).
7. Endangered Species Act (which requires the recipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205]).
8. Marine Mammal Protection Act (which requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 31, Subchapter I, Sections 1361ff).

#### I. Other Requirements (USFWS specific)

1. Universal Identifier and Central Contractor Registration 2 CFR Part 25
2. Reporting Sub-awards and Executive Compensation 2 CFR Part 170
3. Award Term for Trafficking in Persons (applicable to private entity sub-recipients) 2 CFR Part 175
4. Government-wide Debarment and Suspension (Non-procurement) 2 CFR Part 1400
5. Requirements for Drug-Free Workplace (Financial Assistance) 2 CFR Part 1401
6. 43 CFR 18 New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.
7. 41 U.S.C. 4712 Enhancement of Recipient and Sub-recipient Employee Whistleblower Protection:
  - a. This award, related sub-awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related sub-awards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712b. Recipients, their sub-recipients, and their contractors award

contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

c. The recipient shall insert this clause, including this paragraph (c), in all sub awards and in contracts over the simplified acquisition threshold related to this award.

8. Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit 41 USC § 6306.

9. Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in Section 3(a) of the Order Executive Order 13513.

**ATTACHMENT "A"**  
**INFORMATION REQUIRED BY 2 CFR §200.331(A) (1)\***

Federal Award Identification:

- (i) Subrecipient name (which must match registered name in DUNS): City of St. Helens
- (ii) Subrecipient's Unique Entity Identifier number: \_\_\_\_\_
- (iii) Federal Award Identification Number (FAIN): CVA
- (iv) Federal Award Date:
- (v) Sub-award Period of Performance Start and End Date: From    to
- (vi) Total Amount of Federal Funds Obligated by this Agreement: CVA \$2,400.00
- (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement<sup>\*\*</sup>: \$2,400.00
- (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$2,400.00
- (ix) Federal award project description: CVA funds for the maintenance of floating restrooms and pumpout and dump stations
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
  - (a) Name of Federal awarding agency: U.S. Fish & Wildlife Service
  - (b) Name of pass-through entity: Oregon State Marine Board
  - (c) Contact information for awarding official of the pass-through entity:  
 Janine Belleque, 503-877-7580 [janine.belleque@boat.oregon.gov](mailto:janine.belleque@boat.oregon.gov)
- (xi) CFDA Number and Name: CVA  
 Amount: CVA \$2,400.00
- (xii) Is Award R&D?   No
- (xiii) Indirect cost rate for the Federal award:   0.00%

*\*For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient and the term "pass-through entity" refers to OSMB.*

*\*\*The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current State/Federal [specify which applies] fiscal year.*

**EXHIBIT B**

**RECIPIANT TAX CERTIFICATION**

The individual signing on behalf of Recipient hereby certifies and swears under penalty of perjury to the best of the individual’s knowledge that:

1. The number shown on this form is Recipient's correct taxpayer identification;

Unique Entity Identifier \_\_\_\_\_

Oregon Tax Number \_\_\_\_\_

2. Recipient is not subject to backup withholding because:

(i) Recipient is exempt from backup withholding,

(ii) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends, or

(iii) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.

3. S/he is authorized to act on behalf of Recipient; s/he has authority and knowledge regarding Contractor's payment of taxes,

4. For a period of no fewer than six calendar years preceding the Effective Date of this Contract, Recipient faithfully has complied with:

(i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient’s property, operations, receipts, or income, or to Recipient’s performance of or compensation for any work performed by Recipient;

(iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

(iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Recipient Signature \_\_\_\_\_

Date \_\_\_\_\_



## EXHIBIT C

### ADDITIONAL REQUIREMENTS

1. OSMB may revoke the grant award if the grant agreement is not signed by both parties within 90 days.
2. The Recipient must spend funds identified for pumpout and dump stations and floating restrooms only on those specified items. The federal Clean Vessel Act funds cannot be spent on other boating access sites identified on the Site Inventory.
3. The Recipient will post advanced notice a minimum of two weeks prior to facility closure or partial closure when possible. Additionally, the Recipient will notify OSMB of closures and reopening, complete outreach to users through resources such as local media, social media, websites, ODFW District, and angling and boating organizations,
4. OSMB will post notice of facility closures and reopening on website, online boating map and through social media as appropriate.
5. The Recipient will have an Inadvertent Discovery Plan (IDP) and provide training to staff about the plan prior to ground disturbing activities.
6. In the event the Recipient determines to only submit one reimbursement request upon completion of the agreement a progress report must be submitted in the manner and form identified by OSMB.

**ATTACHMENT "B"**  
**SITE INVENTORY**

City of St. Helens		Courthouse Docks		Sand Island North	
MAG 2023-25 Inventory		Reported	Allocation	Reported	Allocation
Restroom	Flush	Y	24	N	0
	Vault/Compost	N	0	Y	10
	Portable	N	0	N	0
	Number of Additional Stalls	1	4	0	0
	Season of Use(months)	12	\$2,800.00	12	\$1,000.00
Grounds	Vegetation Maintenance	Y	6	Y	6
	Garbage Can or Dumpster	Y	6	Y	6
	Season of Use(months)	12	\$2,400.00	12	\$1,200.00
Parking	Total Number of Paved Single Car Stalls	0	0	0	0
	Total Number of Paved Boat Trailer Stalls	0	0	0	0
	Gravel Parking Square Feet	0	0	0	0
	Gravel Overflow Square Feet	0	0	0	0
	Season of Use(months)	0	\$0.00	0	\$0.00
Ramp	Single Lane	N	0	N	0
	Additional Number of Lanes	0	0	0	0
	Season of Use(months)	0	\$0.00	0	\$0.00
Docks	Total Linear Feet	0	0	0	0
	Season of Use(months)	0	\$0.00	0	\$0.00
Short Term Tie-up	Total Linear Feet	790	19	410	13
	Season of Use(months)	12	\$1,900.00	12	\$1,300.00
Debris Boom	Log	N	0	N	0
	Polypipe	Y	3	N	0
	Season of Use(months)	12	\$300.00	0	\$0.00
CVA	Pumpout/Dump Station				
	Monitoring System				
	Pumpout only				
	Dump only				
	Holding Tank				
	Season of Use(months)				
Floating RR	Season of Use(months)				
	<b>Sub-Total Allocation</b>		<b>\$7,400.00</b>		<b>\$3,550.00</b>
	Use Fee		<b>\$0.00</b>		<b>\$0.00</b>
	Use Fee Adjustment		<b>\$0.00</b>		<b>\$0.00</b>
	<b>Total Awarded Allocation</b>		<b>\$7,400.00</b>		<b>\$3,550.00</b>

		Sand Island South		Pumpout/Dump Station	
		Reported	Allocation	Reported	Allocation
Restroom	Flush	N	0		
	Vault/Compost	Y	10		
	Portable	0	0		
	Number of Additional Stalls	0	0		
	Season of Use(months)	12	\$1,000.00		
Grounds	Vegetation Maintenance	Y	6		
	Garbage Can or Dumpster	Y	6		
	Season of Use(months)	12	\$1,200.00		
Parking	Total Number of Paved Single Car Stalls	0	0		
	Total Number of Paved Boat Trailer Stalls	0	0		
	Gravel Parking Square Feet	0	0		
	Gravel Overflow Square Feet	0	0		
	Season of Use(months)	0	\$0.00		
Ramp	Single Lane	N	0		
	Additional Number of Lanes	0	0		
	Season of Use(months)	0	\$0.00		
Docks	Total Linear Feet	0	0		
	Season of Use(months)	0	\$0.00		
Short Term Tie-up	Total Linear Feet	820	21		
	Season of Use(months)	12	\$2,100.00		
Debris Boom	Log	N	0		
	Polypipe	Y	3		
	Season of Use(months)	12	\$300.00		
CVA	Pumpout/Dump Station			Y	12
	Monitoring System			Y	0
	Pumpout only			N	0
	Dump only			N	0
	Holding Tank			N	0
	Season of Use(months)			12	\$1,200.00
Floating RR	Season of Use(months)				
	<b>Sub-Total Allocation</b>		<b>\$4,650.00</b>		<b>\$1,200.00</b>
	Use Fee		<b>\$0.00</b>		<b>\$0.00</b>
	Use Fee Adjustment		<b>\$0.00</b>		<b>\$0.00</b>
	<b>Total Awarded Allocation</b>		<b>\$4,650.00</b>		<b>\$1,200.00</b>
	<b>CVA 2-year Awarded Allocation</b>	<b>\$2,400.00</b>			
	<b>Total 2-year Awarded Allocation</b>	<b>\$33,600.00</b>			

## SUBLEASE AGREEMENT

**Effective Date:** \_\_\_\_\_, 2024

**PARTIES:** City of St. Helens (“Sublessor”)  
 265 Strand St.  
 St. Helens OR 97051  
 Phone: 503-397-6272  
 Fax: 503-397-4016  
 E-mail: [jwalsh@sthelensoregon.gov](mailto:jwalsh@sthelensoregon.gov)

**AND:** Brad Hendrickson (“Sublessee”)  
 St. Helens Marina, LLC  
 134 N. River Street  
 St. Helens, OR 97051  
 Phone: (503) 310-0235  
 Fax: N/A  
 E-mail: [3232brad@gmail.com](mailto:3232brad@gmail.com)

### RECITALS

A. Oregon Department of State Lands (“DSL”) is the owner of submerged land, abutting real property owned by Sublessor and further described on the attached and incorporated **Exhibit A**.

B. DSL and Sublessor are parties to a waterway lease (“Lease”) attached and incorporated as **Exhibit B**.

C. Sublessee operates a marina and wishes to sublease the land in Exhibit A from Sublessor (the “Leased Premises”) under the terms and conditions set forth in this Sublease Agreement (“Sublease”).

### AGREEMENT

In consideration of the mutual promises and covenants contained in this Sublease, the Sublessor and Sublessee agree as follows:

#### 1. SUBLEASE.

**1.1** Sublessee agrees to sublease the Leased Premises from Sublessor for the term set forth in Section 2 of this Sublease.

**1.2** From the Effective Date of the Sublease until May 31, 20\_\_, Sublessee shall pay to Sublessor a monthly rent amount (“Rent”) equal to the following:

**1.2.1** An amount equal to the rent charged to Sublessor under the Lease;  
 plus

**1.2.2** An amount equal to the cost and expenses Sublessor has incurred, related to the Lease and Sublease, as of the Effective Date of the Sublease.

**1.3** The Rent shall be adjusted annually, effective on June 1 of each year. Sublessor shall notify Sublessee in writing of the total amount of adjusted Rent on or before May 1 of each year.

**1.4** Sublessee shall pay the Rent to Sublessor monthly in advance on the first (1<sup>st</sup>) day of each calendar month during the term of this Sublease.

**1.5** All payments to Sublessor shall be sent to Sublessor's address, as set forth in this Sublease.

## **2. TERM OF SUBLEASE.**

**2.1** This Sublease shall commence on the effective date set forth above and shall continue until May 31, 2029, or until the effective date of any new sublease for the Leased Premises that may in the future be executed between Sublessee and Sublessor, whichever first occurs.

**2.2** This Sublease will be automatically renewed for two consecutive five (5) year terms.

**2.3** For each renewal period, the Sublessor reserves the right to unilaterally add or alter the terms and conditions of this Sublease.

**2.4** To be effective, Sublessor must notify Sublessee of any addition or alteration to the terms and conditions of this Sublease before the first day of the renewal term.

**2.5** This Sublease will automatically terminate in the event the underlying Lease is terminated.

**3. USE OF THE LEASED PREMISES.** Sublessee shall use the Leased Premises for boat and houseboat moorage purposes and for no other purpose.

**4. SUBJECT TO LEASE.** This Sublease shall be subject to all of the terms and conditions of the Lease between DSL and Sublessor, which are incorporated herein by this reference. Sublessee acknowledges it has read the Lease and agrees to take the Leased Premises subject to all the terms and conditions of the Lease and to use the Leased Premises within the restrictions provided by the Lease. At all times, Sublessee's use of the Leased Premises is subordinate to DSL authority.

**5. OCCUPANCY.** Subject to Sublessee's compliance with all terms and conditions of this Sublease, Sublessee shall have the exclusive use of the Leased Premises.

**6. LIABILITY INSURANCE.** Sublessee shall obtain and maintain at all times during the Term, a policy of liability insurance at Sublessee's expense, naming Sublessor as an

additional insured against liability for damage to persons or property in or about the Leased Premises, with the amount of such insurance not less than \$500,000.00.

**7. CONDITION OF THE LEASED PREMISES.** Sublessee shall be responsible for and shall assume all risk of loss of all personal property located within the Leased Premises. Sublessor shall have no obligation to perform or pay the cost of any maintenance or repair to the Leased Premises. Except as may be stated expressly in this Sublease, Sublessor, DSL, and their agents and employees shall not be liable for any warranty, representation, or other promise or statement regarding the condition of the Lease Premises.

**8. TRANSFER.** Sublessee shall not assign its interest under this Sublease nor sublet all or any portion of the Leased Premises without first obtaining Sublessor's and DSL's prior written consent. No assignment or sublease shall release Sublessee from its obligations under this Sublease.

**9. DEFAULT.** If Sublessee fails to perform any obligation under this Sublease within five (5) days of the date on which such performance is due, Sublessor shall have all rights and remedies allowed to Sublessor under the Lease and under applicable law. Without limiting the generality of the foregoing, Sublessor retains the rights to remove Sublessee from the Leased Premises and to retake possession of the Leased Premises, as tenant, under the Lease. If rental payments are not received by the stated due date, Sublessor may terminate this Sublease at the end of the month when such payment is due, and Sublessee shall vacate the Leased Premises no later than that date.

**10. NOTICES.** Notices under this Sublease shall be in writing and shall be effective when actually delivered or two days following deposit in the United States mail, certified, return receipt requested, directed to the other party at the address first set forth above. Either party may change its address for notices by written notice to the other party mailed or delivered as provided above.

**11. LEGAL FEES.** Should any party to this Sublease institute any legal action to enforce any provision hereof, the prevailing party in such action shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorney fees at trial and on appeal.

**12. PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Sublease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**13. ENTIRE AGREEMENT.** This Sublease contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding this Sublease.

**14. WAIVER.** A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.



**15. CAPTIONS.** Captions in this Sublease are for convenience only and do not in any way limit or amplify the provisions of this Sublease.

**16. CHOICE OF LAW AND VENUE.** This Sublease shall be governed, enforced, and construed by the laws of the state of Oregon. Venue for any action brought under, or in conjunction with, this Sublease shall be in Columbia County, Oregon.

**SUBLESSOR:**

**SUBLESSEE:**

City of St. Helens

St. Helens Marina, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Brad Hendrickson

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSENT BY LESSOR**

The undersigned, as Lessor under the Lease, hereby consents to the foregoing Sublease on the express conditions that: (1) Sublessor shall be and continue to remain liable for the performance of each and every term, covenant, and condition of the Lease on the part of tenant thereunder to be observed and performed; (2) nothing contained in the Sublease shall be taken or construed to in any way modify, alter, waive, or affect any of the terms, covenants, or conditions contained in the Lease or be deemed to grant Sublessee any privity of contract with Lessor or require Lessor to accept any payment or honor any requests from Sublessee on behalf of Sublessor; and (3) the Sublease shall be deemed and agreed to be a sublease only and not an assignment, and there shall be no further subletting or assignment of all or any portion of the Leased Premises demised under the Lease (including the Leased Premises), except in accordance with the terms and conditions of the Lease.

LESSOR:

Department of State Lands, State of Oregon

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**

Lands situated in Columbia County more fully described as follows:

All state-owned submerged lands on the left bank of the Columbia River in Section 34CC, Township 5 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at the intersection of the Southerly Right-of-Way line of Wyeth Street and the Easterly Right-of-Way line of River Street (Columbia County Assessor's Map 40103BA);

thence waterward along the Southerly Right-of-Way line of Wyeth Street to the intersection with the Mean Low Tide Line of the Columbia River and the TRUE POINT OF BEGINNING;

Continuing waterward and perpendicular to the thread of stream a distance of 300 feet, more or less;

thence downstream and parallel to the Mean Low Tide Line a distance of 15 feet, more or less;

thence shoreward and perpendicular to the thread of stream a distance of 300 feet, more or less to the Mean Low Tide Line;

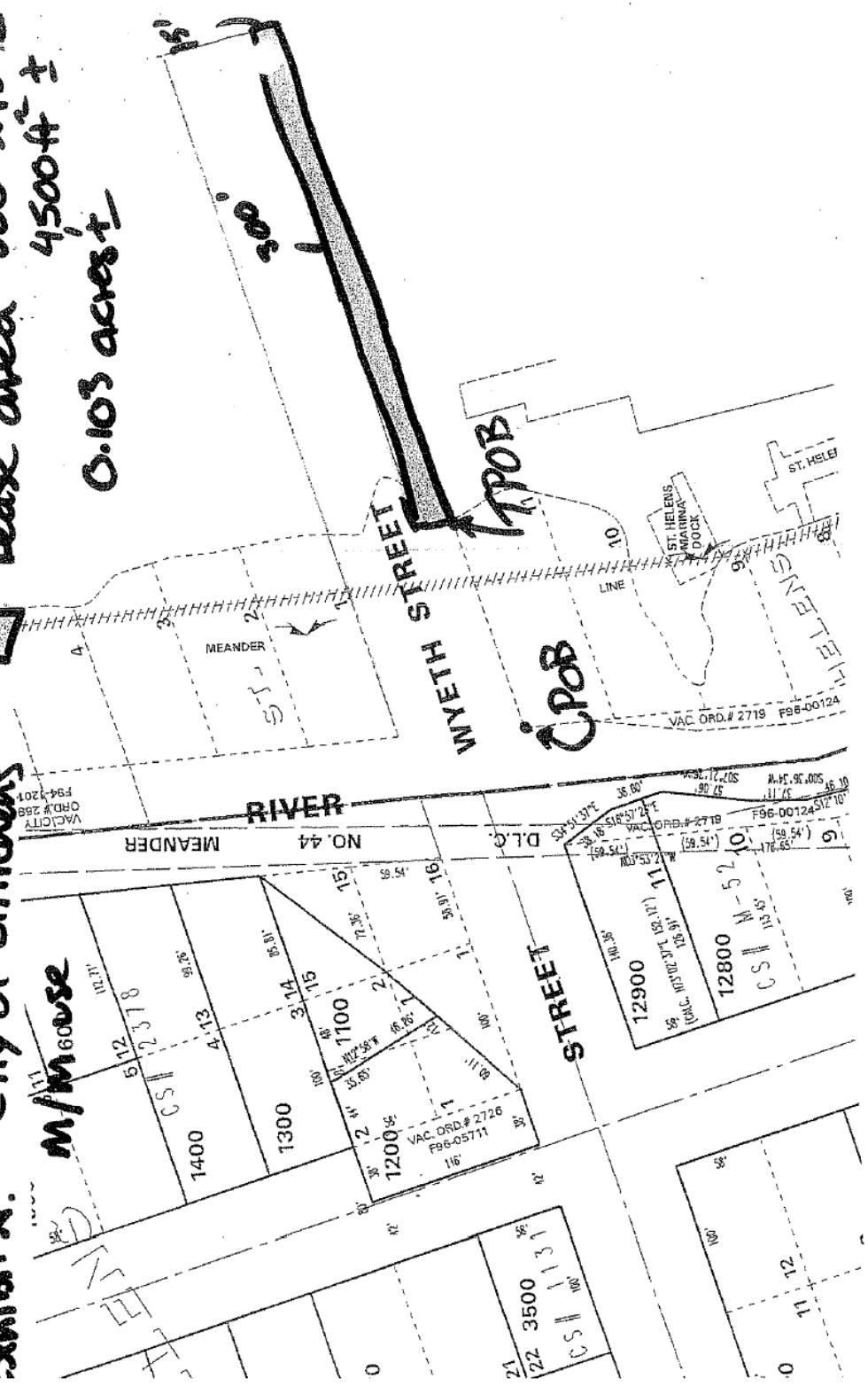
thence upstream along the said Mean Low Tide Line a distance of 15 feet, more or less to the TRUE POINT OF BEGINNING;

Containing 0.103 acres, more or less, as shown on Exhibit "A".

Total number of acres: 0.103 acres, more or less.

EXHIBIT A CONTINUED

2898-ML  
 Exhibit A. City of St. Helens  
 from Assessor MAP SW1W342C  
 m/m course  
 Lease area 300' x 15' ±  
 4500 ft² ±  
 0.103 acres ±



**EXHIBIT B**  
**DSL Waterway Master Lease**

See Attached.

**AMENDED AND RESTATED  
SUBMERGED AND SUBMERSIBLE LAND LEASE AGREEMENT**

42848-ML

THIS AMENDED AND RESTATED SUBMERGED AND SUBMERSIBLE LAND LEASE AGREEMENT (this "Agreement") is made on this 11th day of July, 2024 (the "Effective Date"), by and between the State of Oregon, by and through its Department of State Lands ("State"), and the City of St Helens, an Oregon municipal corporation, ("Lessee"). State and Lessee are each a "Party" and together the "Parties."

This Agreement is an amendment to and restatement of that certain Submerged and Submersible Land Lease 42848-ML, dated October 14, 2015, by and between State and Lessee.

**1. PREMISES**

On the terms and conditions set forth in this Agreement, State hereby leases to Lessee certain lands situated in Columbia County (the "Premises"), more fully described as follows and as shown on Exhibit A:

Lands situated in Columbia County more fully described as follows:

All state-owned submerged lands on the left bank of the Columbia River in Section 34CC, Township 5 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at the intersection of the Southerly Right-of-Way line of Wyeth Street and the Easterly Right-of-Way line of South River Street (Columbia County Assessor's Map 40103BA);

thence waterward along the Southerly Right-of-Way line of Wyeth Street to the intersection with the Mean Low Tide Line of the Columbia River and the TRUE POINT OF BEGINNING;

Continuing waterward and perpendicular to the thread of stream a distance of 475 feet, more or less;

thence downstream a distance of 55 feet;

thence shoreward a distance of 65 feet;

thence upstream a distance of 40 feet;

thence shoreward a distance of 410 feet, more or less;



thence upstream a distance of 15 feet, more or less, to the TRUE POINT OF BEGINNING,

Containing 0.23 acres or 10,000 square feet, more or less, as shown on Exhibit A.

Total number of acres: 0.23 acres, more or less.

*This description is used to establish the approximate location and extent of the area subject to this Department of State Lands authorized use and was not prepared by a licensed surveyor. All locations, bearings, and distances were developed in the Oregon Coordinate Reference System Standard; Oregon Statewide Lambert Conformal Conic, NAD 1983, International Feet, GRS 1980 Spheroid.*

## 2. **TERM**

2.1 **Term.** The term of this Agreement is a period of 15 years (the "Initial Term"), commencing on June 1, 2024 (the "Commencement Date") and expiring on May 31, 2039, unless terminated earlier as provided in this Agreement. As used in this Agreement, "Term" means the Initial Term or any Renewal Term (as defined in Section 2.2 below).

2.2 **Renewal Terms.** Lessee may apply to renew this Agreement for consecutive fifteen (15) year terms (each a "Renewal Term") by submitting a completed lease renewal application form to State at least one hundred eighty (180) days prior to the expiration of the then-current Term. Upon timely receipt of the application, State shall renew this Agreement unless:

2.2.1 State determines, in its sole discretion, that Lessee has not complied with the terms of this Agreement, the applicable statutes or Oregon Administrative Rules ("OARs"); or

2.2.2 State determines that the renewal of this Agreement for all or any portion of the Premises would be contrary to federal, state, or local law, or would be inconsistent with the policies set forth in OAR 141-082-0260.

2.3 **Notice of Intent Not to Renew.** Except as otherwise provided in this Agreement, State shall provide written notice to Lessee at least twenty-four (24) months in advance if State intends not to renew this Agreement for all or any portion of the Premises. If State determines not to renew this Agreement, but less than twenty-four (24) months remain in the Term of this Agreement, State shall, at Lessee's request, extend the Term of this Agreement to complete the twenty-four (24) month notice period, within which time Lessee shall vacate that portion of the Premises for which this Agreement is not being renewed, and relocate any sublessees (as may be allowed pursuant to Section 7 below) in an orderly fashion.

2.4 **Holdover.** If Lessee does not vacate the Premises at the expiration or earlier termination of this Agreement, State may treat Lessee as a tenant from month to month, subject to all of the provisions of this Agreement except the provisions for term, renewal, and Rent. State may unilaterally establish a new Rent amount for the month-to-month tenancy, payable monthly in advance. If a month-to-month tenancy results from

holdover by Lessee under this Section 2.4, the tenancy will be terminable at the end of any monthly rental period upon notice from State given at least thirty (30) days prior to the termination date specified in the notice.

**3. RENT; OTHER ASSESSMENTS**

3.1 Initial Rent. The annual rental payment to be paid by Lessee to State (the “Rent”) for the first year of this Agreement is \$485.00, based on the following rate: Flat Rate, Minimum Applies. State hereby acknowledges receipt of the first year’s Rent.

	<b>Use Class</b>	<b>Area (square ft.)</b>	<b>Rate Choice</b>	<b>Annual Rent</b>
	Commercial Marina/Moorage	10,000 sq.ft.	Flat Rate, Minimum Applies	\$485.00
			<b>TOTAL</b>	<b>\$485.00</b>

3.2 Rent Adjustment. After the first year of the Initial Term, the Rent will be adjusted annually in accordance with the provisions of OAR 141-082-0305 in effect at the time. Each Rent payment is due on the anniversary of the Commencement Date.

3.3 Address for Rent Payments. Unless State provides notice of a change in address pursuant to the notice requirements of Section 10.2 below, Lessee shall deliver all Rent and other payments due hereunder to State at the address set forth beneath State’s signature on this Agreement.

3.4 Assessments. Lessee shall pay all taxes and assessments that are levied against the Premises, whether such taxes or assessments have been levied in the past against the Premises or State by the assessing agency.

3.5 Late Charges and Interest. If Lessee has not made full payment of amounts due within twenty (20) days of the date payment is due, Lessee shall pay an additional charge equal to five percent (5%) of the amount of the late Rent or other charge. In addition, all amounts due and owing under this Agreement, including late charges, shall bear interest at the lower of: (1) the highest interest rate allowable by law; or (2) 12% per year.

**4. USE**

4.1 Authorized Use. This Agreement grants to Lessee the right to use the Premises for the specific purpose(s) described below in accordance with the terms and conditions of this Agreement, applicable federal, state, and local laws (including local land use planning and zoning ordinances) and the OARs.

Commercial marina and moorage facility - covered and uncovered marina moorage and slip rentals, transient dock.

4.1A OSMB Annual Boat Report. Check if applicable: 

(applicable only when use type under the Agreement is designated as *commercial marina/moorage* and Section 4.1A is selected)

4.1A.1 On or before February 1 of every year during the Term of this Agreement, Lessee shall deliver to the Oregon State Marine Board ("OSMB") a completed "OSMB Annual Boat Report" in the form shown on Exhibit D (or in a document that includes all of the information required in such form). The completed OSMB Annual Boat Report shall provide the required information for each and every boat that, during December of the previous calendar year, was:

moored or used on the Premises; or

related to the use of the Premises for commercial marina/moorage (including any boat owned, used, leased, or operated by Lessee).

4.1A.2 A failure to timely deliver a completed OSMB Annual Boat Report to OSMB as required by this Section 4.1A may constitute a Lessee default under this Agreement, as set forth in Section 9.1.2 below.

4.2 Superfund Site. Check if applicable: 

4.2.1 Lessee understands and acknowledges that the Premises are located within the \_\_\_\_\_ Superfund Site (the "Superfund Site"). The authorized use of the Premises as allowed under Section 4.1 above does not include any activities or operations that unreasonably interfere with the performance of Remedial Work on the Superfund Site, including the area of the Superfund Site within the Premises, pursuant to an order issued by the United States Environmental Protection Agency (EPA) or the Oregon Department of Environmental Quality ("DEQ"), whether issued to Lessee or another party. As used in this Section 4.2, "Remedial Work" includes work related to investigation, removal, and remedial action for the Superfund Site.

4.2.2 Lessee shall conduct all operations on the Premises in a manner that does not interfere with the performance of the Remedial Work, and shall comply with any obligations of a party in control of the Remedial Work Area, including, without limitation, those related to the provision of access for the Remedial Work.

4.3 Restrictions on Use. Lessee shall:

4.3.1 comply with all applicable federal, state, and local laws and regulations affecting the Premises and its use, including local comprehensive land use planning and zoning ordinances, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use;

4.3.2 dispose of all waste in a proper manner and not allow debris, garbage, or other refuse to accumulate within the Premises, and, if Lessee allows debris,

garbage, or other refuse to accumulate within the Premises, allow State to remove the debris, garbage, and other refuse, and collect the cost of such removal from Lessee;

4.3.3 not cut, destroy, or remove, or permit to be cut, destroyed, or removed, any vegetation that may be upon the Premises except with written permission of State, and promptly report to State the cutting or removal of vegetation by other persons;

4.3.4 conduct all operations within the Premises in a manner which conserves fish and wildlife habitat, protects water quality, and does not contribute to soil erosion or the growth of noxious weeds;

4.3.5 maintain all buildings, docks, pilings, floats, gangways, similar structures, or other improvements (each an "Improvement") in a good state of repair; and

4.3.6 not unreasonably interfere with the public's trust rights of commerce, navigation, fishing, or recreation.

4.4 Condition of Premises and Improvements. Lessee represents that it has inspected the Premises and Improvements, if any, and accepts the Premises and all Improvements in their present condition, AS IS, as of the Effective Date. State has made no oral or written representations concerning the condition of the Premises or its Improvements, if any, nor their fitness or suitability for any purpose.,

4.5 Improvements by Lessee. Lessee may not construct or place upon the Premises any Improvement that exceeds \$15,000 in cost or value unless Lessee has first obtained the prior written authorization of State, or the Improvement is exempt under OAR 141-082-0265. All Improvements shall be consistent with the authorized use(s) of this Agreement stated in Section 4.1 above and in compliance with all applicable laws, regulations, and ordinances as stated in Section 4.3.1 above. State shall not unreasonably withhold or delay its approval for Improvements.

4.6 Removal of Unauthorized Improvements. Lessee shall remove all unauthorized Improvements from the Premises upon receiving notice from State, unless State elects to remove the Improvements at Lessee's cost and expense.

4.7 Removal of Authorized Improvements. Lessee shall remove all authorized Improvements within ninety (90) days after the expiration or earlier termination of this Agreement or modification of this Agreement under Section 5.2 below, unless otherwise agreed by the Parties or the Improvement is exempt under OAR 141-082-0265. Lessee is responsible for any damage done to the Premises as a result of the removal of any Improvement. Any Improvement remaining on the Premises after the ninety (90) days shall, at the option of State, become the property of State, unless otherwise agreed by the Parties.

4.8 Liens. With the exception of mortgages or other security interests allowed by State under Section 7 below, Lessee shall immediately cause to be discharged any lien or other charge placed on the Premises or its Improvements, arising directly or indirectly out of Lessee's actions. State may terminate this Agreement if Lessee fails to

discharge any lien or charge or provide State with a sufficient bond covering the full amount of the lien after ten (10) days' notice to do so by State. Lessee shall pay and indemnify State for all costs, damages, or charges of whatsoever nature, including attorneys' fees, necessary to discharge such liens or charges whether the costs, damages, or charges are incurred prior or subsequent to any termination of this Agreement.

#### 4.9 Contribution in Lieu of Indemnification

4.9.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third-Party Claim") against a Party (the "Notified Party") with respect to which the other Party ("Other Party") may have liability, the Notified Party shall promptly notify the Other Party of the Third-Party Claim and deliver to the Other Party a copy of the Third-Party Claim, process, and all legal pleadings with respect to the Third-Party Claim. Either Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section 4.9 and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

4.9.2 With respect to a Third-Party Claim for which State is jointly liable with Lessee (or would be if joined in the Third-Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Lessee in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Lessee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Lessee on the other hand will be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if State had sole liability in the proceeding.

4.9.3 With respect to a Third-Party Claim for which Lessee is jointly liable with State (or would be if joined in the Third-Party Claim), Lessee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Lessee on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Lessee on the one hand and of State on the other hand will be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Lessee's contribution

amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

4.10 Waste-Water Disposal. In addition to any other applicable laws and regulations, Lessee shall obtain any permits required by state or local authorities and shall comply with DEQ and OSMB requirements for sewage collection and waste-water disposal for boats and floating structures.

4.11 Hazardous Substances.

4.11.1 Lessee shall not use, store, or dispose of, or allow the use, storage, or disposal within the Premises of any material that may pose a threat to human health or the environment, including, without limitation, hazardous substances, pesticides, herbicides, or petroleum products (a "Hazardous Substance") except in strict compliance with applicable laws, regulations and manufacturer's instructions, and Lessee shall take all necessary precautions to protect human health and the environment and to prevent the release of any Hazardous Substance on or from the Premises.

4.11.2 Lessee shall keep and maintain accurate and complete records of the amount of all Hazardous Substances stored or used on the Premises, and shall immediately notify State of any release or threatened release of any Hazardous Substance on or from the Premises or otherwise attributable to operations or activities on the Premises.

4.11.3 If any Hazardous Substance is released, and the release arises from or is attributable, in whole or in part, to any operations conducted or allowed by Lessee on the Premises, Lessee shall promptly and fully remediate the release in accordance with state and federal regulations and requirements. If Lessee fails to so remediate, State may remove and remediate any release of a Hazardous Substance on or from the Premises or attributable to operations or activities conducted or allowed by Lessee on the Premises and collect the cost of removal or remediation from Lessee either as additional Rent or as damages.

4.11.4 In addition to any duty to indemnify specified elsewhere in this Agreement, Lessee shall indemnify State to the fullest extent allowed by Oregon law against any claim or costs arising from or related to a release of a Hazardous Substance arising from or attributable, in whole or in part, to any operations conducted or allowed by Lessee on the Premises.

4.12 Weed Control. Lessee shall control plant pests and diseases and noxious weeds, including aquatic weeds, within the Premises as directed by the local county weed control district, the Oregon Department of Agriculture or any other governmental authority which has authority for the prevention or control, or both, of noxious weeds, plant pests, or diseases, or as may be authorized or directed by State.

4.13 Nondiscrimination. The Premises shall be used in a manner, and for such purposes, that assure fair and nondiscriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender, or national origin.



## **5. MODIFICATION OF PREMISES SIZE OR USE**

5.1 Change of Size or Use of Premises. Lessee may, using a form provided by State, request that State amend this Agreement to expand or reduce the size, or change the authorized use, of the Premises. No such amendment will be effective unless authorized in writing by State. State shall process and review requests to amend this Agreement in the same manner as a new lease application.

5.2 Special Conditions Applicable to Reductions in Premises Size. This Agreement may be amended to reduce the Premises size only if the portion of the Premises to be removed from this Agreement does not contain any Improvement. If the amendment results in a reduction of Rent due under this Agreement, the reduction will be effective commencing on the anniversary of the Commencement Date that falls at least twelve (12) months after the later of: (1) the date of the reduction in the Premises size; or (2) the date on which the amendment is fully executed.

5.3 Lessee Liable for Violations. Notwithstanding any reduction in the Premises size under this Section 5, Lessee shall remain liable for any violation of Section 4.9 or 4.10 above occurring on lands removed from the Premises prior to the amendment removing such lands.

## **6. RESERVATIONS BY STATE**

6.1 Entry; Lessee Records. State may enter the Premises at all reasonable times in order to inspect and manage State's interest in the Premises, and to evaluate and ensure Lessee's compliance with the terms and conditions of this Agreement. Additionally, State may examine pertinent records of Lessee for the purpose of ensuring compliance with this Agreement.

6.2 Minerals. State reserves all rights to coal, oil, gas, geothermal resources, and other minerals, and all deposits of clay, stone, gravel, and sand valuable for building, mining, or commercial purposes including, without limitation, the right to explore, mine, develop, produce and remove such minerals and other deposits, along with the right of ingress and egress for these purposes, and to terminate this Agreement as to all or any portion of the Premises when required for these purposes with one hundred twenty (120) days prior written notice to Lessee or as otherwise provided by law.

6.3 Easements. State reserves the right at any time to grant easements across the Premises for tunnels, telephone and fiber optic cable lines, pipelines, power lines, or other lawful purpose, along with the right of ingress and egress for these purposes, subject to the inclusion in any such grant of easement of a requirement that the easement holder take all reasonable precautions to ensure that exercise of their easement rights does not unreasonably interfere with Lessee's use(s) authorized in this Agreement.

6.4 Public Access and Recreational Use. All state-owned submerged and submersible land shall remain available and open to the public for commerce, navigation, fishing, and recreation unless restricted or closed by State to public entry pursuant to the provisions of applicable OARs. Lessee may request State, but State is

not obligated, to close the Premises to public entry or restrict recreational use by the public on all or portions of the Premises to protect persons or property from harm arising from or in connection with Lessee's activities.

This reservation does not grant the public any right to use or occupy, without Lessee's permission, Lessee-owned property or structures authorized under this Agreement.

6.5 Other. State reserves all other rights not expressly granted to Lessee under this Agreement.

## 7. ASSIGNMENTS AND SUBLETTING

### 7.1 Assignments and Subleases.

7.1.1 Except as provided in Section 7.2 below, Lessee may not assign this Agreement, sublease the Premises or any portion of the Premises, or enter into any third-party agreement respecting this Agreement or the Premises, without first obtaining the prior written consent of State pursuant to the requirements of the applicable OARs. Requests shall be in writing using an application form prescribed by State, and delivered to State at least thirty (30) days prior to the proposed effective date of the sublease or assignment. State shall make a good faith effort to complete its review of Lessee's application within thirty (30) days following receipt. If the application is incomplete, or if State requests additional information concerning the proposed assignment or sublease, the time period for reviewing applications may be extended and the proposed sublease or assignment may be delayed pending the completion of such review.

7.1.2 State reserves the right to condition its consent to an assignment or sublease as State deems reasonably prudent, including the right to require changes to the terms of this Agreement. Each assignee, sublessee, and third-party interest will be required to comply with all of Lessee's obligations under this Agreement, and the applicable OARs. Lessee shall remain liable for the performance of all obligations under this Agreement unless State's written consent expressly releases Lessee from further liability.

7.1.3 For the purposes of this Section 7.1.3, if Lessee is a corporation, partnership, or limited liability company, the transfer of any corporate stock or partnership or membership interest (including by operation of law) will be deemed an assignment subject to the provisions of this Section 7.3.1 if the result of the transfer is a change of management control or controlling interest in Lessee.

7.1.4 Lessee may not grant a mortgage or security interest in this Agreement without prior written consent of State, which consent shall not be unreasonably withheld. Any subsequent assignment by the mortgagee or security interest holder shall require the prior written approval of State.

7.2 Permitted Assignments and Subleases. Notwithstanding the provisions of Section 7.1 above, the following assignments, mortgages, and security interests, and

subleases of Lessee's interest in the Premises are permitted and written notice to State is not required:

7.2.1 subleases of portions of Lessee's interest in the Premises in the ordinary course of Lessee's business for the authorized use pursuant to Section 4.1 above;

7.2.2 the sublease of the entire Premises for a term that is less than twelve (12) months, for the authorized use pursuant to Section 4.1 above; or

7.2.3 the transfer of Lessee's interest in this Agreement to a surviving spouse or immediate family member following the death of Lessee; except that, any other transfer of ownership following the death of Lessee is considered an assignment requiring State's approval.

## **8. INSURANCE; BONDS**

8.1 Insurance. During the Term of this Agreement, Lessee shall maintain the insurance coverage required by Exhibit B.

8.2 Bond. State reserves the right to require Lessee to furnish to State a surety bond or an equivalent cash deposit or certificate of deposit, in an amount to be determined by State in the exercise of its reasonable discretion, which names the State of Oregon as co-owner to ensure that Lessee performs in accordance with all terms and conditions of this Agreement.

## **9. DEFAULT**

9.1 Default. The following are events of default under this Agreement:

9.1.1 Failure of Lessee to pay any Rent, tax, reimbursement or other charge or payment due under this Agreement within twenty (20) days after the date payment is due. For the purposes of this Section 9.1.1, if the due date for payment is not otherwise stated in this Agreement or otherwise defined in statute or the OARs, payment is due on the date set forth in the notice from State to Lessee informing Lessee of its obligation to make such payment.

9.1.2 Failure to comply with non-payment-related term of condition of this Agreement within thirty (30) days after notice by State specifying the nature of the deficiency, or, in the event of an emergency, within the time specified by State to resolve the emergency. Upon timely request from Lessee, State may, in its reasonable discretion, permit the deadline for curing noncompliance to be extended if it finds that: (a) the noncompliance cannot reasonably be cured within the 30-day period; (b) the interests of State will not be harmed by an extension; (c) the noncompliance was not due to the willful act or gross negligence of Lessee; and (d) State and Lessee agree upon a written plan and timeline for curing the noncompliance.

9.1.3 Any of the following:

- (a) insolvency of Lessee;
- (b) the filing by Lessee of a voluntary petition in bankruptcy;
- (c) an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee;
- (d) the filing of any involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within thirty (30) days after filing; or
- (e) attachment of or the levying of execution on the Premises interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days.

If Lessee consists of two or more individuals or business entities, the events of default specified in this Section 9.1 apply to each individual or entity unless within ten (10) days after an event of default occurs, the remaining individuals or entities produce evidence satisfactory to State that they have unconditionally acquired the interest of the one causing the default. If this Agreement has been assigned under Section 7 above, the events of default specified in this Section 9.1 apply only with respect to the one then exercising the rights of Lessee under this Agreement.

9.1.4 Notwithstanding the foregoing, if State in good faith believes that a material default has occurred which may imperil State's rights in the land or the discharge of its Constitutional obligations with respect to the land, State may declare an immediate default without any right of Lessee to cure the deficiency.

9.2 Termination of Occupancy Upon Default. State may terminate Lessee's right to occupy the Premises for any default by Lessee that remains uncured past the time provided in Section 9.1 above. State shall exercise its right to terminate Lessee's occupancy under this Section 9.2 by providing notice to Lessee of the default and of State's intent to terminate Lessee's right of occupancy under this Agreement upon the date provided in the notice. State may recover from Lessee all costs arising out of State's re-entry and re-letting the Premises. If State and Lessee agree to terminate this Agreement, State may recover the amount of unpaid rent that otherwise would have been required to be paid under this Agreement from the date of default until a new lease has been secured or, if State and Lessee do not agree to terminate this Agreement and State is unable to secure another lessee for the Premises, until such time as this Agreement expires. Lessee shall dispose of all Improvements as specified in Section 4.6 or 4.7 above. If Lessee owns a floating home and has placed the home on the Premises as an authorized use pursuant to Section 4.1 above, the lease termination provisions of ORS Chapter 90 shall apply to the extent the provisions of this Agreement are inconsistent therewith.

### 9.3 State's Right to Cure Defaults.

9.3.1 If Lessee fails to perform any obligation under this Agreement, State may perform the obligation of this Agreement thirty (30) days after providing notice to Lessee. All of State's expenditures to carry out the obligation shall be reimbursed by Lessee on demand with interest at the rate of one percent (1%) per month accrued from the date of expenditure by State.

9.3.2 Notwithstanding Section 9.3.1 above, but subject to ORS Chapter 90 if applicable, if any violation of a term or condition of this Agreement, including, without limitation, use of the Premises in a manner not permitted under this Agreement, is causing or threatens to cause personal injury or damage to the Premises or other property, or if damage to the Premises arises from some other cause, State may immediately enter upon the Premises and take such action as it deems necessary to stop the use or mitigate the injury or damage. If the injury or damage is due to a violation of the terms or conditions of this Agreement, Lessee will be liable for all costs incurred by State as a result of the violation and the action taken by State to mitigate the injury or damage. State, at its option, may send notice to Lessee of the violation and, upon receipt of the notice, Lessee shall immediately cease the violation and repair the injury or correct all damage caused by the violation. State's failure to provide notice of a violation may not be deemed a waiver of the violation by State or authorization to Lessee to continue or fail to correct the violation.

9.4 Right to Sue More Than Once. State may sue periodically to recover damages accrued to date, and no action for damages shall bar later actions for damages subsequently accruing.

9.5 Remedies Cumulative. The remedies contained in this Agreement are in addition to, and do not exclude, any other remedy available at law or in equity, and the exercise by either Party of any one or more of its remedies does not preclude the exercise by it at the same or different times of any other remedies for the same default or breach by the other Party.

## 10. NOTICES

10.1 Addresses. A Party's address means the address set forth below that Party's signature on this Agreement. State may notify Lessee of a different address for payments of any Rent or other amounts due to State under this Agreement. Any notices, demands, deliveries, or other communications required under this Agreement shall be made in writing and delivered by one of the methods set forth in Section 10.2 below to a Party's address, unless one Party modifies its Address by notice to the other Party, given in accordance with Section 10.2 below.

10.2 Delivery.

<b>Method of delivery</b>	<b>When notice deemed delivered</b>
In person (including by messenger service)	the day delivered, as evidenced by signed receipt
Email or Fax	the day sent (unless sent after 5:00 p.m., P.T., in which case the email or fax shall be deemed sent the following business day)
US Mail (postage prepaid, registered, or certified, return receipt requested)	the day received, as evidenced by signed return receipt
Courier delivery (by reputable commercial courier)	the day received, as evidenced by signed receipt

If the deadline under this Agreement for delivery of a notice is a Saturday, Sunday, or federal or State of Oregon holiday, such deadline shall be deemed extended to the next business day.

**11. MISCELLANEOUS**

11.1 Time is of the Essence. Time is of the essence in relation to the Parties' performance of any and all of their obligations under this Agreement.

11.2 Calculation of Days. Any reference in this Agreement to "days" shall mean calendar days, unless specified as "business days." A business day is any day that is not a Saturday, Sunday, or a federal or State of Oregon holiday.

11.3 Consent. Unless otherwise specifically stated herein, any consent by a Party shall not be unreasonably withheld, conditioned or delayed.

11.4 Integration. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. The Parties have no understandings, agreements or representations, oral or written, regarding this Agreement that are not specified herein.

11.5 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties.

11.6 No Waiver of Performance. No waiver by a Party of performance of any provision of this Agreement by the other Party shall be deemed a waiver of nor prejudice the other Party's right to otherwise require performance of the same provision, or any other provision.

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

11.8 Counterparts. This Agreement and any amendments hereto may be executed in

two or more counterparts, each of which is an original, and all of which together are deemed one and the same document, notwithstanding that both Parties are not signatories to the same counterpart.

11.9 Governing Law; Consent to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim or action between State (or any other agency or department of the State of Oregon) and Lessee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Marion County in the State of Oregon. In no event shall this Section 11.9 be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States, or otherwise, from any Claim or from the jurisdiction of any court. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue and waives any claim that such forum is an inconvenient forum.

11.10 Force Majeure. A Party shall not be liable for any delay in performance under this Agreement, other than payment of any money to the other Party, if such delay is caused by strikes, lockouts, riots, floods, explosions, earthquakes, tornados, storms, wars, acts of public enemies, insurrections, acts of God, shortages of labor or materials, or any other such causes not within the control of the first Party.

11.11 No Partnership. State is not a partner nor in a joint venture with Lessee in connection with any activities relating to this Agreement or the Premises, and State has no obligation for Lessee’s debts or other liabilities.

11.12 Binding on Successors. This Agreement is binding on and shall inure to the benefit of the successors and assigns of the Parties, but nothing in this Section 11.12 may be construed as a consent by State to any disposition or transfer of this Agreement or any interest in it by Lessee except as otherwise expressly provided in this Agreement.

11.13 Exhibits. The Exhibits listed below are incorporated as part of this Agreement. If applicable:

- Exhibit A: Premises
- Exhibit B: Insurance Requirements
- Exhibit C: Bond Requirements
- Exhibit D: OSMB Annual Boat Report

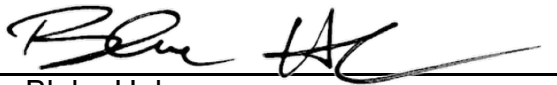
*[remainder of page intentionally left blank]*



Each person signing this Agreement below on behalf of a Party represents and warrants that he or she is duly authorized by such Party and has legal capacity to do so.

**STATE:**

The State of Oregon, by and through its Department of State Lands

Signature:  Date: 7/11/2024

Name: Blake Helm

Title: Proprietary Specialist

**Address:**


Street: 775 Summer St. NE, Suite 100

City/State/ZIP: Salem, OR 97301

ATTN: Proprietary Coordinator

Email: support.services@dsl.oregon.gov

**LESSEE:** The City of St Helens, an Oregon Municipal Corporation

Signature:   
Name: John Walsh  
Title: City Adm

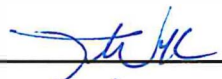
Date: 6/5/24

**Address:**

Street: 265 Strand St.  
City/State/ZIP: St. Helens, OR 97051  
ATTN: John Walsh, or successor  
Email: jwalsh@sthelensoregon.gov

**CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS**

By signature on this Agreement for Lessee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Lessee and that Lessee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation), and 323 (Cigarettes And Tobacco Products), and the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

Signature:  Date: 6/5/24  
Name: John Walsh  
Title: City Administrator





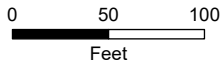
Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

**EXHIBIT A**

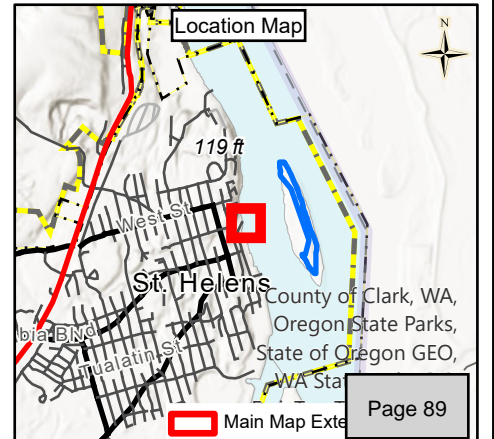
**42848-ML Waterway Lease  
5N, 1W Section 34CD  
10,000 Square Feet (0.23 Acres)  
Columbia River, Columbia County**

- ▲ Points of Beginning
- Description lines
- Use Area

This map depicts the approximate location and extent of a Department of State Lands Proprietary authorization for use. This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



Map Projection:  
Oregon Statewide Lambert  
Datum NAD83  
International Feet  
State of Oregon  
Department of State Lands  
775 Summer St NE, Suite 100  
Salem, OR 97301  
503-986-5200  
www.oregon.gov/DSL  
Date: 5/9/2024



**EXHIBIT B****Insurance Requirements**

*(Any capitalized terms used but not defined in this Exhibit shall have the same meaning as in the Agreement to which this Exhibit is attached.)*

During the Term of the Agreement, Lessee shall maintain in force, at its own cost and expense and in accordance with Section 5 below, each insurance item noted below,

**1. Workers' Compensation**

*(Required if Lessee has one or more workers, as defined by ORS 656.027)*

All employers, including Lessee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Lessee shall require and ensure that each of its sublessees (if permitted) complies with these requirements.

**2. Commercial/General Liability Coverage**

- Required by State**  
 **Not required by State**

Commercial/General Liability coverage, insuring against claims for bodily injury, death, and property damage. Coverage shall include contractual liability coverage for the indemnity provided under the Agreement. The commercial/general liability insurance coverages required under the Agreement shall include the State of Oregon and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as additional insureds (See Section 5 below).

Lessee shall provide proof of liability or commercial general liability insurance in not less than the following amounts:

**Bodily Injury/Death:**

\$1,000,000/\$2,000,000 combined single limit per occurrence/aggregate limit for all claims per occurrence.

**or**

\$2,000,000/\$4,000,000 combined single limit per occurrence/aggregate limit for all claims per occurrence.

**or**

\$ \_\_\_\_\_

### 3. Marine Protection and Indemnity Coverage

- Required by State  
 Not required by State

Lessee shall obtain, at Lessee's expense, and keep in effect during the Term of the Agreement, marine protection and indemnity coverage. Shall not be less than \$\_\_\_\_\_.

### 4. Pollution Liability

- Required by State  
 Not required by State

Lessee shall obtain at Lessee's expense, and shall keep in effect during the Term of the Agreement, pollution liability insurance covering Lessee's liability for bodily injury, property damage, and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Lessee, all arising out of Lessee's lease of the Premises. Shall not be less than \$\_\_\_\_\_

### 5. General Requirements

**(a) "Tail" Coverage.** If any of the required liability insurance is on a "claims made" basis, Lessee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Agreement, for a minimum of twenty-four (24) months following the termination or expiration of the Agreement.

**(b) Certificates of Insurance.** As evidence of the insurance coverages required by the Agreement, Lessee shall furnish acceptable insurance certificates to State prior to commencing any work to be performed under the Agreement. The certificate shall specify all of the parties who are additional insureds. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to State. Lessee shall pay for all deductibles, self-insured retention, and self-insurance.

**(c) Additional Insureds.** Any coverage required by this Exhibit, except for Workers' Compensation, shall include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as additional insureds, but only with respect to Lessee's activities to be performed under the Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**(d) Change in coverage or cancellation.** Lessee shall notify Lessor when a change in coverage or cancellation occurs. Lessee shall provide Lessor copies of new coverage upon effect of change. Lessee shall maintain the required insurance coverage over the Term of the Agreement.

**EXHIBIT C**

**Bond Requirements  
(if applicable)**



**EXHIBIT D**

**OSMB Annual Boat Report**

(applicable only when use type under the Agreement is designated as *commercial marina/moorage* and Section 4.1A is selected)

On or before February 1 of every year during the Term of the Agreement, Lessee shall complete this form (or prepare a document that includes all of the information required by this form) and deliver it to the Oregon State Marine Board ("OSMB") at the address set forth below.

A failure to complete this form and deliver it to OSMB may constitute a Lessee default under the Agreement.

**DELIVER TO:** **Oregon State Marine Board**  
Attn: Environmental & Policy Program  
435 Commercial St. NE, Unit 400  
Salem, Oregon 97301

OR

**Oregon State Marine Board**  
Email: marine.board@boat.oregon.gov  
(in email subject line, type "Environmental and Policy Section")

**Reporting Year:** December 20\_\_\_\_\_

**Lessee under Lease with Oregon Department of State Lands:**

Name: City of St. Helens  
DSL Lease #: 42848 -ML

**Moorage/Marina:**

Marina Name: \_\_\_\_\_  
Marina Location: \_\_\_\_\_

By signing below, Lessee certifies to the Oregon State Marine Board that the following is a complete list of each and every boat that, during December of the previous calendar year, was moored or used on the Premises, or related to the use of the Premises for commercial marina/moorage (including any boat owned, used, leased or operated by Lessee):

**LESSEE:**

\_\_\_\_\_, a(n) \_\_\_\_\_  
(entity/lessee printed name) (entity type)

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Title: \_\_\_\_\_

List of Boats and Boat Information

Boat I.D. Number (State Certificate Number, HIN, or USCG #)	Sticker Expiration Date	Slip Number	Name of Responsible Party for Boat	Responsible Party's Contact Information (mailing address, phone number and email address)
				Mailing Address: _____ _____ _____ Phone Number: _____ Email Address: _____
				Mailing Address: _____ _____ _____ Phone Number: _____ Email Address: _____
				Mailing Address: _____ _____ _____ Phone Number: _____ Email Address: _____



## PLANNING COMMISSION

Tuesday, September 10, 2024, at 6:00 PM

### APPROVED MINUTES

- Members Present:** Chair Dan Cary  
Commissioner Scott Jacobson  
Commissioner Ginny Carlson  
Commissioner Brooke Sisco
- Members Absent:** Vice Chair Jennifer Shoemaker  
Commissioner David Rosengard  
Commissioner Charles Castner
- Staff Present:** City Planner Jacob Graichen  
Associate Planner Jenny Dimsho  
Community Development Admin Assistant Christina Sullivan  
City Councilor Mark Gunderson
- Others:** Steve Toschi  
David Bonn  
Sabrina Moore

#### CALL TO ORDER & FLAG SALUTE

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

**Toschi, Steve.** Toschi expressed concerns about land use planning that was happening outside of the public view and the Planning Commission's oversight. He said he believed there was a sub-committee meeting to discuss the zoning changes of different City properties, where they drafted a report to rezone Light Industrial land to Mixed-Use land. He said the company that was hired was to look at economic potential of the City land, and he felt their initial analysis was off in their data to support their conclusion to change these lands from their current zone type. He said the Planning Commission should add an agenda item about these items.

#### CONSENT AGENDA

##### A. **Planning Commission Minutes Dated August 13, 2024**

**Motion:** Upon Commissioner Jacobson's motion and Commissioner Sisco's second, the Planning Commission unanimously approved the Draft Minutes dated August 13, 2024, as written. [AYES: Commissioner Sisco, Commissioner Jacobson, Commissioner Carlson; NAYS: None]

#### PUBLIC HEARING AGENDA (times are earliest start time)

##### B. **6:05 p.m. Variance at 554 S 12<sup>th</sup> Street – Columbia County Habitat for Humanity**

Chair Dan Cary opened the Public Hearing at 6:06 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter.

Commissioner Scott Jacobson mentioned he had volunteered for the Habitat for Humanity group, but it would not affect his decision in this matter.

Commissioner Ginny Carlson mentioned she was on the Board for the Oregon Habitat for Humanity, but did not have a bias or connection over this project. She felt it would not sway her decision for this public hearing.

There were no objections from the Planning Commission for these Commissioners to participate in the hearing.

Associate Planner Jenny Dimsho presented the staff report dated September 3, 2024. She shared where the property was located.

She mentioned in 2021, this property was a subject for a variance that has since expired. She said the previous owner never moved forward with construction. She said they have requested a two-foot front yard setback. She said there was a storm easement that ran diagonally through the property and a sewer easement on the south side of the property, which makes this property have a unique circumstance for buildable area on the lot. She said the City did not want to have any encroachment into the easement area, so there was a condition on this decision that said no portion of the home, including the eaves, would be allowed in the easement area. They would also be required to get a licensed surveyor to show they were not crossing the easement lines.

She said there were five main criteria for the approval. She shared there was an 80-foot wide right of way with the physical road skewed to the opposite side, so there is 45-feet between the roadway and the subject property's property line.. She said this reduced setback would not look any different because of this big right-of-way area.

She also said they looked at parking, since the reduced setback would affect the driveway space. They wanted to make sure there was adequate parking on site, and the applicant did provide a plan to make sure this was available and would not overflow onto the street.

She said the home would be single level. This would offer a home that would allow for age in place. It would be smaller, because of the issues with the easements, but also to maintain the one-level home on this specific lot.

**Bonn, David. Applicant.** Bonn is the past President of the Columbia County Habitat for Humanity and the architect of the drawings. He shared all the houses on the subject property's side of the street were single level. He also said this would be an ADA adaptable home to accommodate those with special needs. He said once a family has been selected for the property, they will build the home to fit their needs. There would be a good quality product built on the property to fit in with the neighborhood. He also mentioned if something came up with the survey, they would adjust to make it fit.

### **In Favor**

**Moore, Sabrina.** Moore mentioned it was a good cause and she supported the application.

**Petersen, Kannikar..** She said the Habitat for Humanity tried to purchase the property previously, but was denied by the previous owner, because of the price She mentioned it was a vacant lot and would now be a space to provide a family a home and everyone should be in support of that.

### **In Neutral**

No one spoke in neutral of the application.

### **In Opposition**

No one spoke in opposition.

**Rebuttal**

There was no rebuttal.

**End of Oral Testimony**

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

**Close of Public Hearing & Record****Deliberations**

The Commission felt the staff report addressed the required criteria for approving the setback variance.

**Motion:** Upon Commissioner Carlson's motion and Commissioner Sisco's second, the Planning Commission unanimously approved the Variance as recommended by staff. [AYES: Commissioner Sisco, Commissioner Carlson, Commissioner Jacobson; NAYS: None]

**Motion:** Upon Commissioner Carlson's motion and Commissioner Sisco's second, the Planning Commission unanimously approved the Chair to sign the Findings. [AYES: Commissioner Sisco, Commissioner Carlson, Commissioner Jacobson; NAYS: None]

C. **6:30 p.m. Conditional Use Permit, Unlisted Use Permit, and Variance at 58646 McNulty Way – AKAAN Architecture Design, LLC**

Chair Dan Cary opened the Public Hearing at 6:30 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter.

Commissioner Sisco mentioned she was working on the power for this property as part of her job, but did not affect her ability to decide.

City Planner Jacob Graichen explained that Columbia Community Mental Health mentioned after this hearing was scheduled, the applicant requested to have the hearing postponed to a later date. Graichen mentioned it did not interfere with the 120-day requirement based on the applicant's request.

The Commission agreed to continue the hearing to a date and time for certain; October 8, 2024, at 6:05 p.m.

**Motion:** Upon Commissioner Jacobson's motion and Commissioner Sisco's second, the Planning Commission unanimously approved to continue the hearing to October 8, 2024, at 6:05 p.m. [AYES: Commissioner Sisco, Commissioner Carlson, Commissioner Jacobson; NAYS: None]

**DISCUSSION ITEMS**

D. **Architectural Review at 325 Strand Street – Uebelecker**

Dimsho shared the new proposal from the applicant for the property. She said there would be a subsequent Site Design Review that would incorporate all the recommendations they made during this Architectural Review.

She shared where the property was located and was recently a subject of a variance. She said they recently received an application for a remodel of the building on the site. She said they want to remodel the entire building in phases, so that the building always remains intact. She said the reason for this is because they want to use the City's parking exemption for lawfully existing buildings

She said they planned to divide the building into two commercial suites. She said the plan was to take the current storefront, make a few changes to it, and then replicate that for the other suite to be identical.

She gave some history on the building. She mentioned there was some remodeling done, that did not get finished which left the building open to the elements and caused some serious decay to the facility. She mentioned that once the City projects started, the contractors mentioned they saw some buckling in the building and they did not want it to collapse from the work being done around the area, so the Building Official required demolition of shoring to make sure the building was safe. The applicant decided to shore the building, which was allowed to exist for one year, and now are at that point in time, so they are working to retain the building.

She said there was a question about this application on whether it was new construction, or a restoration of an existing building. Restoration would mean there always needed to be three walls and a roof. She said the applicant does show the three walls and a roof in their phased approach of restoration. However, Dimsho did say the building would be very different after the restoration and very little, if any, left of the original building. The Architectural Guidelines focus on compatibility with the surrounding buildings for new construction and preservation of existing features or the original features for restoration.

There was a discussion on whether this was considered new construction or a restoration of a building.

**Uebelacker, Will. Applicant.** He shared that the construction means and methods of how they plan to do this was not the first choice for them, but they had been working with the Building Official and City Planner to keep the parking exemption. He said they wanted to have a building that was in compliance with Building and Development Code along with safety standards which is why they want to replace all the walls and roof one by one.

The Commission agreed they considered this as a restoration of a building that would also use the new construction Architectural Guidelines, sort of like a hybrid of both.

There was a discussion about the windows on the storefront. Commissioner Carlson mentioned all the buildings in the Riverfront District had a space between the ground and the window itself for a kickplate. She said there were no buildings with floor to ceiling windows. She said she would like to see some of the core elements be maintained in the design. She would like the style to match the other buildings in the district. The Commission agreed they would like to see a more traditional panel of windows with a panel plate and bulkhead. Chair Cary mentioned that it might be possible for the applicant to have folding storefront windows which are floor-to-ceiling but designed with a kickplate. The Commission was supportive of this approach as well.

Dimsho said they were also going to use a wood siding, or a wood grain texture for the building walls. She also said the door was proposed with a kickplate.

There was a discussion about the transom windows and how they would have a metal awning over them instead of fabric, which was supported by the Guidelines

They also discussed the lighting and wall sconces and how the lighting would be directed downwards towards the sidewalks.

**Motion:** Upon Commissioner Sisco's motion and Commissioner Carlson's second, the Planning Commission unanimously agreed that this exterior design was compatible with the Architectural Guidelines as discussed. [AYES: Commissioner Sisco, Commissioner Carlson, Commissioner Jacobson; NAYS: None]

#### E. **Planning Commission Term Expirations**

Graichen said there were two people, Commissioner David Rosengard and Chair Dan Cary, who would have a term expiration this year.

Commissioner Rosengard was absent, so Graichen mentioned they would ask him offline.

Chair Dan Cary said he planned to retire from the Planning Commission after this year.

Graichen mentioned there were several applicants already in the pool, but they would re-advertise for the open position.

**F. Sub-Committee Technicalities**

Graichen discussed that there was some research done by some other Commissions on the ability to have sub-committees. He said the current law mentions that any government officials who get together, even if less than quorum, to discuss city business, is considered something that should be treated as a public meeting. Public meetings require minutes, notices to the public, staff present, and to be open for viewing to the public both in person and online.

He said, going forward, they would need to research the items independently and then when there is time at the meetings to discuss them with the group in a public meeting.

**PLANNING DEPARTMENT ACTIVITY REPORT**

**G. Planning Department Activity Report – September**

There was no discussion on the Planning Department Activity Report.

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

- H. Sensitive Lands Permit at 58640 McNulty Way – Alderwood Properties, LLC
- I. Site Design Review (Minor) at 134 N River Street & 104 S River Street – St. Helens Marina, LLC
- J. Temporary Sign Permit at 2100 Block of Columbia Blvd - Liewer
- K. Home Occupation at 265 S 12<sup>th</sup> Street – Angulo

There was no discussion on the Planning Director Decisions.

**PROACTIVE ITEMS**

- L. Architectural Standards
- M. Vacant Storefronts
- N. The Plaza Square

There was no discussion on the Proactive Items.

**FOR YOUR INFORMATION ITEMS**

Graichen clarified that the group that the public comment given by Steve Toschi, was not a committee meeting in secret. He said it was the team hired to help the City and City Council with their Economic Opportunity Analysis that would be discussed in public meetings to determine how to move forward with the items discussed.

Commissioner Carlson asked about the construction going on around the City and when the office doors would be back open. Dimsho gave a timeline of the construction and shared they should be open at the end of this week.

There was a discussion about the design of the Riverwalk and structural changes happening on the waterfront.

**ADJOURNMENT**

*There being no further business before the Planning Commission, the meeting was adjourned at 7:41 p.m.*

*Respectfully submitted,*



*Christina Sullivan*  
*Community Development Administrative Assistant*

# ST. HELENS PUBLIC LIBRARY BOARD MEETING

Monday, September 9, 2024 at 7:15 PM  
Virtually over Zoom

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## APPROVED MINUTES

### Members Present

Chair Aaron Martin  
Member Robert Dunn  
Member Ellen Jacobson  
Member Jana Mann  
Member Colleen Ohler  
Member Lynne Pettit  
Member Fatima Salas

### Members Absent

Member Diana Wiener

### Councilors in Attendance

None Present

### Visitors

None

### Staff Present

Library Director Suzanne Bishop  
Library Board Secretary Dan Dieter

## CALL TO ORDER

Meeting was called to order at 7:16 pm by Chair Martin.

## VISITORS COMMENTS *Limited to three (3) minutes per speaker.*

No visitors.

## APPROVAL OF MINUTES

1. Minutes from August 12, 2024, were reviewed.

Motion: Upon Chair Martin’s motion and Member Dunn’s second, the Library Board unanimously approved the minutes dated June 10, 2024. [Yeas: Chair Martin, Member Dunn, Member Jacobson, Member Mann, Member Ohler, Member Pettit, Member Salas; Nays: none]

## OLD BUSINESS

2. DISCUSSION OF BOARD MEMBER APPLICATION: Chair Martin stated that candidate Jay Echternach was interview and the interview committee would ask for a motion to approve his recommendation to City Council for appointment on the library board. Motion: Upon Chair Martin’s motion and Member Dunn’s second, the Library Board unanimously approved the recommendation of Jay Echternach to the City Council for appointment to the library board. [Yeas: Chair Martin, Member Dunn, Member Jacobson, Member Mann, Member Ohler, Member Pettit, Member Salas; Nays: none]

3. BYLAWS COMMITTEE UPDATE: Chair Martin stated that the first meeting was held right before the regular board meeting tonight. The committee thought that that the bylaws should indicate how we progress through a meeting. Member Ohler thought that the bylaws should have some indication of our purpose, what guides us. Member Salas stated that the mission and values statements were recently updated.

4. UPDATED CIRCULATION POLICY: Director Bishop stated that the updated Circulation Policy was approved by City Council last week. The updated version will be posted on the City's website when there is a signed copy available.

### **NEW BUSINESS**

5. DISCUSSION OF NEW OPEN MEETINGS REQUIREMENTS: Director Bishop described the impact of the open meetings rules change. Any meeting of the board, regular or special committee will require the same process for posting meeting schedules, recording meeting activities and posting meeting minutes. This will apply to meetings that include any number of board members.

### **LIBRARY DIRECTOR'S REPORT**

Director Bishop stated that an additional policy update will involve past due accounts. The City will be asked to allow the library to remove overdue amounts that have been sent to collections that are over seven (7) years old. The collection agency isn't actively pursuing those accounts anyway. This request will be reviewed at an upcoming City Council meeting. The month of September is National Library Card Signup Month. We are trying to get to 65 new members, and to encourage participation, the library will be posting photos of new card members on social media. Communications Support Specialist and former Library Assistant Burkhart will also post some short videos highlighting some of the library's collections. The theme will be "Transformers" and will show scenes with participants in costume depicting how we can be transformed by the books we read. We have had 48 applications for the Library Assistant position, seven were scheduled to interview and three were interviewed last Thursday and we plan on having more interviews on Friday. The Cooling Center was in operation last week. There were several days that the Columbia Center remained open until 8:00 pm. Senior Center and the bowling alley were also available. The Ready to Read grant was submitted and we are waiting to hear if we will receive \$2,300 for programming. We are working on reopening the Makerspace. We have volunteers helping with counting inventory and I. T. Specialist II Cox has been updating laptops and Ipads. The Glowforge stopped working and we are looking at a work around. Purchasing a new one would cost more than \$4,000. Storytimes have restarted and the attendance has been good. The Columbia Economic Team (CET) will be moving in October to their new office in the newly renovated John Gumm school building. The Columbia Learning Foundation is in the process of trying to find new tenants for the space they occupied. The library will be closed on November 11 in observance of Veteran's Day.

### **COUNCILOR'S REPORT**

No councilor was present.

### **OTHER BUSINESS**

Not at this time.

**SUMMARIZE ACTION ITEMS**

Chair Martin noted that the bylaws will be an ongoing agenda item. Director Bishop stated that she will introduce the new board member Jay Echternach at the next meeting.

**ADJOURNMENT**

Chair Martin adjourned the meeting at 7:56 p.m.

Respectfully submitted by,  
Dan Dieter  
Library Board Secretary

# ST. HELENS PUBLIC LIBRARY SPECIAL BOARD MEETING BYLAWS SUBCOMMITTEE

Monday, September 9, 2024 at 6:15 PM  
Virtually over Zoom

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## APPROVED MINUTES

### Bylaws Subcommittee Members Present

Chair Aaron Martin  
Member Colleen Ohler  
Member Lynne Pettit

### Bylaws Subcommittee Members Absent

### Councilors in Attendance

None Present

### Visitors

None

### Staff Present

Library Director Suzanne Bishop

### CALL TO ORDER

Meeting was called to order at 6:15 pm by Chair Martin.

### VISITORS COMMENTS *Limited to three (3) minutes per speaker.*

No visitors.

### NEW BUSINESS

1. DISCUSSION OF BYLAWS: The subcommittee discussed the current bylaws and what changes need to be made to bring them in line with the current municipal code.

### SUMMARIZE ACTION ITEMS

Plan next meeting.

### ADJOURNMENT

Chair Martin adjourned the meeting at 7:00 p.m.

Respectfully submitted by,

Suzanne Bishop, MSLIS  
Library Director

# ST. HELENS PUBLIC LIBRARY SPECIAL BOARD MEETING BYLAWS SUBCOMMITTEE

Monday, September 23, 2024 at 6:00 PM  
In Person (Columbia Learning Center) and Virtually over Zoom

## APPROVED MINUTES

### Bylaws Subcommittee Members Present

Member Colleen Ohler  
Member Lynne Pettit

### Bylaws Subcommittee Members Absent

Chair Aaron Martin

### Councilors in Attendance

None Present

### Visitors

None

### Staff Present

Library Director Suzanne Bishop

## CALL TO ORDER

Meeting was called to order at 6:15 p.m. by Director Bishop.

## VISITORS COMMENTS *Limited to three (3) minutes per speaker.*

No visitors.

## NEW BUSINESS

1. DISCUSSION OF BYLAWS: The subcommittee discussed the current bylaws and what changes need to be made to bring them in line with the current municipal code.

## SUMMARIZE ACTION ITEMS

Review bylaws changes. Plan next meeting.

## ADJOURNMENT

Director Bishop adjourned the meeting at 8:15 p.m.

Respectfully submitted by,

Suzanne Bishop, MSLIS  
Library Director

# ST. HELENS PUBLIC LIBRARY SPECIAL BOARD MEETING BYLAWS SUBCOMMITTEE

Tuesday, October 8, 2024 at 6:00 PM  
In Person (Columbia Learning Center) and Virtually over Zoom

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## APPROVED MINUTES

### Bylaws Subcommittee Members Present

Chair Aaron Martin  
Member Colleen Ohler  
Member Lynne Pettit

### Bylaws Subcommittee Members Absent

### Councilors in Attendance

None Present

### Visitors

None

### Staff Present

Library Director Suzanne Bishop

### CALL TO ORDER

Meeting was called to order at 6:00 p.m. by Chair Martin.

### VISITORS COMMENTS *Limited to three (3) minutes per speaker.*

No visitors.

### NEW BUSINESS

1. DISCUSSION OF BYLAWS: The subcommittee discussed the current bylaws and what changes need to be made to bring them in line with the current municipal code.

### SUMMARIZE ACTION ITEMS

Review bylaws changes. Plan next meeting.

### ADJOURNMENT

Chair Martin adjourned the meeting at 6:50 p.m.

Respectfully submitted by,

Suzanne Bishop, MSLIS  
Library Director



# City of St. Helens

## Consent Agenda for Approval

### CITY COUNCIL MINUTES

Presented for approval on this 6<sup>th</sup> day of November, 2024 are the following Council minutes:

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2024

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- Work Session, Executive Session, and Regular Session Minutes dated August 7, 2024
- Work Session, Executive Session, and Regular Session Minutes dated August 21, 2024
- Work Session, Executive Session, Public Hearing, and Regular Session Minutes dated September 4, 2024
- Planning Commission and City Council Joint Meeting Minutes dated September 25, 2024

#### 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, August 07, 2024

## DRAFT MINUTES

### MEMBERS PRESENT

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

### STAFF

John Walsh, City Administrator	Sharon Darroux, Engineering Manager
Crystal King, Communications Officer	Tory Shelby, Parks Field Supervisor
Jenny Dimsho, Associate Planner	Tim Underwood, Construction Inspector
Gloria Butsch, Finance Director	Alex Bird, Engineer II
Suzanne Bishop, Library Director	Ashley Wigod, Contracted City Attorney
Brian Greenway, Police Chief	Matthew Kahl, Contracted City Attorney

### OTHERS

Rom Trommlitz	Brady Preheim	Brittany Hummel
Brian Pixley	Jane Garcia	Steve Topaz
Al Petersen	Jennifer Shoemaker	Brittany Lapp
Adam St. Pierre	James McFarland	Elise Mickelson
Laura Jenkins-Law	Casie Campbell	

### CALL WORK SESSION TO ORDER – 2: 00 p.m.

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

- ◆ Al Petersen. Spoke about his email to Councilors on the proposed design for the new St. Helens entrance sign at Millard Road.
- ◆ Ron Trommlitz. Expressed concerns over the investigations into the failure of the 2-million-gallon reservoir W-449 rehabilitation and the resulting settlement agreement.
- ◆ Brady Preheim. Encouraged Councilors to oppose the jail levy, mentioned the progress of the City's "dirty dirt deal", expressed dismay about a parking lot downtown being designated for employees only, and noted the lack of communication between the City and County regarding contracting broadband services would result in duplicated services. He also cited concerns about the Tourism contract with Treadway and urged the Council not to sign the contract.
- ◆ Steve Topaz. Read aloud quotes that he and others he had spoken which he felt were characteristic of the City Council.
- ◆ Brittany Lapp. Spoke about her conversation with City Administrator Walsh and emails to Councilors about the possibility of partially compensating the Sand Island Sandcastle Competition carvers who had cleared their schedules and booked airfare and hotels before the event was canceled due to the delay in signing the Tourism contract with Treadway.

- ◆ Adam St. Pierre. Reminded the Council that the City's Tourism subcontractor held the liability and responsibility for events, and if a contract existed, the contractor for the Sandcastle Competition would be liable for taking care of the carvers.

## DISCUSSION TOPICS

### 1. **Employee Length of Service Recognition - Tim Underwood (25), Tory Shelby (15), and Dawn Richardson (5)**

Mayor Scholl presented length of service awards to Tim Underwood, Tory Shelby, and Dawn Richardson and expressed appreciation for all the awardees.

### 2. **Presentation in Support of the Columbia County Jail Levy - Sheriff Brian Pixley**

Columbia County Sheriff Brian Pixley - gave a presentation in support of the Columbia County Jail Levy which would cost \$0.79 per \$1,000 of assessed value if the levy passed. He noted the frequency of matrix releases before the levy began in 2014, where inmates were released early due to insufficient funding. If the levy did not pass, the jail in St. Helens would become a book-and-release facility.

Police Chief Greenway explained the impacts on the community if the jail were closed, including scaling back the number of offenders that could be lodged, and having to contract with another jail facility, likely in Yamhill or Clatsop County, with prisoner transport for court or medical purposes to be provided by two officers from the St. Helens Police Department. Offenders booked into the St. Helens facility would be released back into the City.

Sheriff Pixley noted the increased food and medical contract costs due to inflation and he urged the Council to consider signing a resolution in support of the Jail Levy.

Questions from the Council were addressed regarding the average occupancy of the jail, confirming the jail had been built using timber revenue, and discussing the 21-cent increase from the previous levy.

The Council and staff shared anecdotes highlighting the impact of having a limited jail facility, and noted people would be laid off if the jail was closed. Sheriff Pixley confirmed the jail was fully staffed, and he described the current procedures for releasing inmates.

### 3. **Library Department Semi-Annual Report - Library Director Suzanne Bishop**

Library Director Bishop presented the Library Department Semi-Annual Report and 2023 – 2028 Strategic Plan. She reported on Library building use, local partnerships, and the resources and services provided to the community such as a cooling center, a seed exchange program, and a small business resource corner. She described the procurement process for Library resources, announced the pending hire of a new Youth and Makerspace Librarian, and noted the positive impact of Library staff and volunteers on patrons.

Questions and appreciative comments from the Council and staff were addressed regarding the Library's service as a cooling center, the support for small business development in the community, and the Library partnerships with GROW, Columbia Economic Team (CET), and Portland Community College's (PCC) Oregon Manufacturing Innovation Training Center (OMIC).

### 4. **Utility Bill Leak Adjustment Request for 2560 Columbia Blvd. (Melton) - City Administrator John Walsh**

### 5. **Utility Bill Leak Adjustment Request for 2304 Columbia Blvd. (Nezbeda) - City Administrator John Walsh**

City Administrator Walsh presented the leak adjustment requests for 2560 Columbia Blvd and 2304 Columbia Blvd, noting that both were multi-month leaks and the adjustment requests, totaling over \$1,000, were based on the average monthly bills from the last three years

## **6. Review Agreement with Strategic Networks Group, Inc. for Broadband Planning Services - *City Administrator John Walsh***

City Administrator Walsh confirmed Resolution 2017 would be on the agenda for tonight's regular City Council meeting. Resolution 2017 supported the findings of the Broadband eStrategy Report which would be used to work with private partner entities to bring broadband investments to St. Helens. He was not aware of the County working with anyone other than Michael Curri, Strategic Networks Group Founder and President, who had concluded his previous work advancing broadband opportunities in St. Helens and had proposed a personal services agreement with the City not to exceed the amount of \$35,000. City Administrator Walsh stated St. Helens was also in line to receive a portion of the \$682 million in Broadband Equity, Access, and Deployment (BEAD) funding coming to Oregon in 2026, and it would be a shame not to pursue those grants.

There was discussion on the surrounding area being practical for private investors, ensuring the City was working with the County, planning to use funds from Community Development and Economic Planning, Michael Curri's work queueing up investors and coordinating with other cities, and proceeding with the BEAD application to set the groundwork to receive funding regardless of what the County did.

## **7. Discussion regarding St. Helens Welcome Signs on Columbia River Highway - *Associate Planner Jenny Dimsho***

Associate Planner Dimsho presented the City of St. Helens Branding and Wayfinding Master Plan and highlighted the efforts toward creating cohesive wayfinding to direct people from the highway to the downtown area, and the permitting difficulties which delayed the entry sign project until after the Millard Road signal project was completed. She explained the Oregon Department of Transportation (ODOT) would have to approve the entry sign footings, distance from the railroad tracks, and sign content. ODOT thought the previous proposal submitted by the Entry Sign Committee was cluttered and could distract drivers but the proposed design in the Council packet had been shown to ODOT in 2020 and was given their unofficial "blessing." She talked about using breakaway footings, the Lions Club and Kiwanis Club showing interest in being on the signs, illuminating the signs, the need for a new cost estimate, and that it was within the Council's purview to reconsider the entry sign design or locations.

There was discussion about using the removal of the old signs as a bargaining chip with ODOT, the story behind the Community Achievement Award 1956 on one of the old signs, possibly using the Community Development budget to fund the signs quickly rather than waiting for a grant and proceeding with a new cost estimate.

The Council had mixed opinions on whether to match the new entry signs to the current wayfinding signs or create a memorable sign with a striking new design. They discussed putting an entry sign at Millard Road, directing traffic to the Riverfront District, holding a retreat to review the Riverfront Connector and other corridor plans, possibly using a sign to direct traffic to the Hoylton District, and possibly creating a committee to consider new sign designs. They also noted the importance of getting the new entry signs up quickly as the old signs were so embarrassing that people had been painting them.

Associate Planner Dimsho confirmed she would get a free cost estimate for the signs from the fabricator who prepared the shop drawing, although she heard mixed feedback from the Council on whether to use the proposed design or use a new design, and she noted that the permits for the signs would not be requested from ODOT until there was a plan for funding.

Mayor Scholl acknowledged the communications between Dimsho and ODOT regarding the entry sign project had begun six years ago, and he appreciated her diligent work. He also stated he would like to thank the person who had painted the old entry signs.

### **8. Review Draft Agreement with Treadway Events and Entertainment LLC for Special Event Coordination and Management Services - *City Administrator John Walsh***

Contracted City Attorney Matthew Kahl walked Councilors through a hard copy of the draft agreement with Treadway, highlighting the term length and possible extensions, procedure for budgeting and expenditures, written event summary timeframe requirements, end of event and end of year reporting, using an event funds account and electronic payments rather than cash, ownership of event materials, the ability for the City to do inspections and audits, and other various provisions included in the contract. Attachment A included a description of the scope of work, the Tourism program objectives, compensation paid to the contractor, a description of the four main events in St. Helens with flexibility for other events to be created, and the contractor's responsibilities, including providing final reports to the City Administrator. Attachment B covered the insurance obligations, and Attachment C included the terms of compensation. He explained the RFP had included incentive pay of 5% of net revenues, and that Attachment C defined and clarified what net revenue was and how the aggregate 5% of net revenue would be calculated.

Questions and comments from the Council were addressed about the extent of the plans being made for the Spirit of Halloweentown event this year, providing written event summaries to Councilors for the first year, creating an inventory list for event materials, net revenue calculation, City staff feeling comfortable with the accounting for this contract, and a duplication error identified in the contract. Kahl confirmed the error would be corrected in the final contract.

City Administrator Walsh noted he would be meeting with Treadway between this meeting and the regular City Council meeting tonight, and he confirmed acceptance of the contract would be on tonight's agenda for the regular City Council meeting.

There was discussion clarifying vessel ownership and insurance responsibilities in the contract.

### **9. Report from City Administrator John Walsh**

City Administrator Walsh reported progress had been made on the Riverwalk and the Police Station projects. 13 Nights on the River was going well at McCormick Park with five event nights left, and he announced upcoming musical performances for those events. He noted he and Councilor Hubbard had visited the site for Project Arcadia with City Staff and he looked forward to creating a building footprint and working on a purchase and sale agreement. He stated the Council packet contained a grant application for \$61,000 from the Marine Board for repair of the debris boom and dock, and other grants would cover further dock repairs after an electrical fire.

### **ADJOURN – 4:03 p.m.**

#### **EXECUTIVE SESSION**

- Real Property Transactions, under ORS 192.660(2)(e)
- Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h)

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Crystal King, Communications Officer

\_\_\_\_\_  
Rick Scholl, Mayor

# City of St. Helens CITY COUNCIL

Executive Session Summary

August 7, 2024

**Members Present:** Rick Scholl, Mayor  
Jessica Chilton, Council President  
Mark Gundersen, Councilor  
Brandon Sundeen, Councilor  
Russell Hubbard, Councilor

**Staff Present:** John Walsh, City Administrator

**Others:** Ashley Wigod, City Attorney with Jordan Ramis PC (via Zoom)



At 4:17 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Other than Labor Negotiator Consultations, representatives of the news media, designated staff, and other persons as approved shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the Council Chambers. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- **Real Property Transactions, under ORS 192.660(2)(e)**
  - Update on Project Arcadia at the St. Helens Industrial Business Park.
  - Update on the sale of the Millard Road property.
  - Update on potential lease or purchase of property for a new public safety facility.
- **Consult with Legal Counsel/Litigation, under ORS 192.660(2)(h)**
  - Nothing discussed under this section.

The Executive Session was adjourned at 4:57 p.m.



ATTEST:

\_\_\_\_\_  
John Walsh, City Administrator

\_\_\_\_\_  
Rick Scholl, Mayor

*An audio recording of this meeting is archived at City Hall.*



# COUNCIL REGULAR SESSION

Wednesday, August 07, 2024

## DRAFT MINUTES

### MEMBERS PRESENT

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

### MEMBERS ABSENT

Councilor Brandon Sundeen

### STAFF

John Walsh, City Administrator  
 Crystal King, Communications Officer  
 Jenny Dimsho, Associate Planner

### OTHERS

Steve Toschi	Miriam House	Mitzi Ponce
Brady Preheim	Elizabeth Millager	Adam
Arthur	Brandon Treadway	Judy Thompson
Robyn Toschi	Brittany Lapp	

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

### PLEDGE OF ALLEGIANCE

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

- ◆ Steve Toschi. Expressed concern about the expenditures and contractor access to assets in the Treadway contract and urged Council to look closer before finalizing the contract. He supported the jail levy to keep the jail open as room existed to enforce laws and keep citizens safe.
- ◆ Brady Preheim. Stated the jail was losing money on federal prisoners, taxpayers supported the jail, and the City needed to charge the federal government enough to cover housing federal prisoners. He noted there was \$120,000 in the Budget for Tourism Funds, he did not know how \$193,000 would be paid to Treadway, and signing the contract without creating a Supplemental Budget was breaking the law.

### ORDINANCES – Final Reading

1. **Ordinance No. 3302:** An Ordinance to Annex and Designate the Zone of Certain Property at 35456 East Division Road

**Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to adopt Ordinance No. 3302. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard



- 2. Ordinance No. 3303:** An Ordinance to Annex and Designate the Zone of Certain Property West, South, and East of 58212 Old Portland Road

**Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to adopt Ordinance No. 3303. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard

- 3. Ordinance No. 3304:** An Ordinance to Annex and Designate the Zone of Certain Property at 2180 Gable Road

**Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to adopt Ordinance No. 3304. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard

## RESOLUTIONS

- 4. Resolution No. 2017:** A Resolution Adopting the Findings from Broadband and Digital Infrastructure Planning and Authorizing City Council Support for a Digital Infrastructure Initiative for St. Helens and Adjacent Municipalities to Include Preparation of BEAD Funding Pre-Qualification Required Financial Information

**Motion:** Motion made by Councilor Gundersen and seconded by Council President Chilton to adopt Resolution No. 2017. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard

## AWARD BID/CONTRACT

5. Award Contract to Hicks Striping & Curbing, LLC for the 2024 Pavement Striping Project (R-719) in the Amount of \$51,122.00

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

## APPROVE AND/OR AUTHORIZE FOR SIGNATURE

6. Agreement with Strategic Networks Group, Inc. for Broadband Planning
7. Oregon State Marine Board Boating Facility Grant Agreement
8. Amendment No. 1 to Letter of Intent for Arcadia Project
9. Agreement with Treadway Events and Entertainment LLC for Special Event Coordination and Management Services
10. Diligence Access Agreement – Project Arcadia

**Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to approve '6' through '10' above.

There was discussion on having a plan to fund the contract with Treadway, using ticket sales to generate funds, and possibly liquidating Tourism assets. City Administrator Walsh stated he was working with Finance Director Butsch on a Supplemental Budget, and that the payments to Treadway would be made incrementally throughout the year.

**Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard

## CONSENT AGENDA FOR ACCEPTANCE

11. Strategic Networks Group Broadband Assessment and eStrategy Report

**Motion:** Motion made by Councilor Gundersen and seconded by Council President Chilton to approve '11' above. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard

## CONSENT AGENDA FOR APPROVAL

12. Utility Bill Leak Adjustment Request for 2560 Columbia Blvd. (Craig Melton) in the Amount of \$1,084.22

13. Utility Bill Leak Adjustment Request for 2304 Columbia Blvd. (Paul Nezbeda) in the Amount of \$1,935.20
14. OLCC Licenses
15. Accounts Payable Bill Lists

**Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to approve '12' through '15' above. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard

### **WORK SESSION ACTION ITEMS**

#### **Support of Jail Levy**

Mayor Scholl reviewed information about the Jail Levy, which would be taxed at \$0.79 per \$1,000 assessed value, noting if the levy did not pass the jail would likely become a book-and-release facility, and he expressed support for the levy.

There was discussion on the impacts of book-and-release, staffing at the jail, possibly having to send inmates to jails in McMinnville or Astoria, and directing staff to create a resolution in support of the Jail Levy. It was noted the purpose of the Jail was to uphold safety in the community rather than to bring in revenue.

**Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to direct staff to come back with a resolution in support of the jail levy for approval at the August 21 Regular Session. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard

#### **Sand Island Sandcastle Competition**

**Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to compensate the carvers of the cancelled Sand Island Sandcastle Competition.

Council discussed the carvers' expectations for compensation and alternatives to payment, but noted the contract had been between E2C and Brittany Lapp, the event organizer, not the City, which did not have funding to pay the carvers.

Council consented that the City was not responsible, and the carvers could go after E2C for breach of contract. Incentives could be offered to carvers for future events, and the City could make agreements directly with subcontractors, if Treadway was not ready.

**Vote:** Nay: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard; motion fails

### **COUNCIL MEMBER REPORTS**

**Council President Chilton** reported on summer camp events offered by the Recreation Center.

**Councilor Gundersen** reported the Planning Commission meeting had been canceled and the Columbia River Fire and Rescue meeting would be tomorrow.

**Councilor Hubbard** reported things were great at the Library.

### **MAYOR SCHOLL REPORTS**

Reported on the successful National Night Out and thanked employees who had received length of service awards. He noted the Waterfront was moving along, downtown businesses needed support, 13 Nights would return to the river venue next year, Treadway would be directed to focus on Spirit of Halloweentown, and the Chinook salmon were running.

### **OTHER BUSINESS**

**ADJOURN – 7:38 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

\_\_\_\_\_  
Crystal King, Communications Officer

\_\_\_\_\_  
Rick Scholl, Mayor



# COUNCIL WORK SESSION

Wednesday, August 21, 2024

## DRAFT MINUTES

### MEMBERS PRESENT

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

### STAFF

John Walsh, City Administrator	Suzanne Bishop, Library Director
Lisa Scholl, Deputy City Recorder	Jana Wiersma, Youth Librarian
Crystal King, Communications Officer	Alex Bird, Engineer II
Gloria Butsch, Finance Director	Ashley Wigod, Contracted City Attorney

### OTHERS

Steve Topaz	Steve Toschi	Mitz
Ron Trommlitz	Brady Preheim	Jenn
Jennifer Massey	Jak Massey	Arthur Leskowich
Michelle Millar	Lynne Pettit	Jessica Sturdivant

### CALL WORK SESSION TO ORDER – 2:00 p.m.

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

- ◆ Ron Trommlitz. Described information he received from Emery and Sons regarding the two million-gallon (2MG) reservoir replacement, noting that the City was not being transparent. He was told in November 2022 to cease talking about the failure of the 2MG rehabilitation lest he be sued. City Attorney Bowers received a suggestion by the District Attorney that the City could share the Walker Report redacting any legal advice. A disclosure would reveal cause and responsibility for the 2MG rehabilitation. It seemed the newspaper wanted to censure opinion on the matter.
- ◆ Steve Topaz. Referenced a National Institutes of Health (NIH) report connecting various sites and projects in the St. Helens region, which he listed, to higher rates of cancer due to contaminants. Columbia County had the highest cancer rate in Oregon.
- ◆ Brady Preheim. Disagreed with Council President Chilton's praise in The Chronicle for new tourism contractor Treadway who had canceled contracts which would likely result in no more celebrity appearances in St. Helens. Treadway was destroying tourism relationships that took almost a decade to build, knew nothing about hosting the haunted house which would take weeks to prepare, and had committed a fraud against the City. Financing was way over budget with Treadway's contract written at \$1 million. He asked if funding Main Street despite the Budget Committee denial of the funding was another favor to Councilor Hubbard. It was unacceptable and illegal to fund what the Budget Committee did not approve.

- ◆ Steve Toschi. Businesses downtown needed help after this year's changes, suggesting the Council look to Urban Renewal to create a fund for businesses to recoup some of the lost revenues due to construction this year.

**DISCUSSION TOPICS** - *The Council will take a break around 4:00PM*

**1. Presentation of Certificate to Outgoing Library Board Member Jessica Sturdivant**

Library Director Bishop and Mayor Scholl commended Ms. Sturdivant's service to the library.

Jana Wiersma was introduced as the new Youth and Makerspace Librarian, and the activities and programs she would be doing were described.

**2. Report from South Columbia County Chamber of Commerce - Outreach Director Jak Massey**

Jak Massey presented the report on the South Columbia County Chamber of Commerce. Key highlights included its 145 active members and two staff members, official Chamber office hours, the successful March awards banquet which some of the Council attended, the upcoming Chamber fundraiser Halloween event, the growth of networking events, and current board members. She challenged each Council member to find a business not currently a member, tell them about the Chamber, and share the parade flyer.

Council President Chilton reminded Council that the City was a Chamber member and encouraged attending Chamber events.

**3. 4th Quarter Financial Report 2023/24 - Finance Director Gloria Butsch**

Finance Director Butsch presented the 4th Quarter Financial Report, highlighting the General Fund cost for Services outweighed revenue by nearly \$1.3 million. For Fiscal Year 2025, the General Fund had once again been infused with one-time revenue which was an unsustainable practice. She advised the Council to prioritize identifying and obtaining the resources to support general services or for the City to discuss how to make service cuts. She also reported on the upcoming supplemental budget that would be proposed for the Tourism and Events Fund and noted that St. Helens was highly dependent on industrial businesses which were economy-driven for funding.

Mayor Scholl explained how the City's finances had ended up in their current state, citing the end of American Rescue Plan Act (ARPA) funding and Cascade Tissue leaving the city. The hope was to ultimately backfill the supplemental budget and interfund loan.

Council and staff discussed Mr. Preheim's question about the Main Street program being funded and the budget process. Main Street was budgeted in Projects and Programs in the Community Development Fund under Economic Planning. It was never brought up during budget discussions that Main Street would not be funded. The City developed a Memorandum of Understanding with Main Street which continued in perpetuity and started before Councilor Hubbard joined the Council. Main Street brought in hundreds of thousands of dollars.

**4. Utility Bill Leak Adjustment Request for 1835 St. Helens Street (Westside Laundry) - City Administrator John Walsh**

City Administrator Walsh confirmed the utility bill leak adjustment requests come to the Council when they are over \$1000, noting Westside Laundry caught and fixed their leak.

The Council discussed whether to continue to hear the requests, raise the threshold of the amount that comes before the Council, or leave the requests to staff. Staff confirmed typically the leak was not caught on the first billing cycle because it was not seen the bill had spiked until the second bill came through. A significant leak would probably be noticed and called in, and when the City noted high usage, it would contact the customer.

The Council directed staff to look into raising the threshold, research the average of the last several write-offs, and draft the policy needed to raise the threshold.

#### **5. Report from City Administrator John Walsh**

City Administrator Walsh reported staff was busy with projects and programs especially due to people on summer breaks. Staff was keeping up but slipping behind a bit on important things. He provided updates on 13 Nights, staff's work on property-related matters and getting Treadway up to speed. He reviewed items on tonight's Regular Session agenda with input from Finance Director Butsch and answered clarifying questions about the agreement with Scappoose Bay and the amendment to the contract with Landis and Landis.

Council discussed the proposed increase in the award to Clark and Sons Excavating, their concerns about the quality of the pavement patching work done by Clark and Sons, whether to award an increase, Engineering's opinion on the company's work, the possibility of an intergovernmental agreement with the County to do patching when it was almost finished with hot plant work, and bringing the City's specification to the right level.

Engineer II Alex Bird recommended not patching on Columbia Boulevard to avoid having to redo work during upcoming public improvement projects. He also described the quality issues that Engineering found in some areas. He noted after Public Works did catch basin work on Deer Island and North 8th or 10th Street, no puddles could be seen at those locations the day after the rainstorm on Saturday.

Mayor Scholl said agenda item seven would be removed from tonight's Regular Session Agenda. [Secretary's note: Correction that item six would be removed.]

City Administrator Walsh reported on the status of the City's forest cut for the year, noting prices for timber had fallen considerably. The Council was advised to postpone the future cut it had approved due to the impact of lower prices on finances. Price fluctuations made depending on timber to balance the budget risky.

Council and staff discussed the sale process, how long after Council's approval the timber would be cut and sold, and the contract details. Walsh confirmed the cut and sale would likely be next year at this point and reflected on how things had changed after having read the financial report. Mayor Scholl noted a special session would be held soon to discuss some revenue for the City and more jobs for the community.

Council requested an update from the Forester, including information on the current timber market, which staff would coordinate.

#### **ADJOURN – 3:14 p.m.**

#### **EXECUTIVE SESSION**

- Real Property Transactions, under ORS 192.660(2)(e)
- Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h)

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

\_\_\_\_\_  
Lisa Scholl, Deputy City Recorder

\_\_\_\_\_  
Rick Scholl, Mayor

# City of St. Helens CITY COUNCIL

Executive Session Summary

August 21, 2024

**Members Present:** Rick Scholl, Mayor  
Jessica Chilton, Council President  
Mark Gundersen, Councilor  
Brandon Sundeen, Councilor  
Russell Hubbard, Councilor

**Staff Present:** John Walsh, City Administrator  
Lisa Scholl, Deputy City Recorder

**Others:** Ashley Wigod, City Attorney with Jordan Ramis PC (via Zoom)



At 3:26 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Other than Labor Negotiator Consultations, representatives of the news media, designated staff, and other persons as approved shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the Council Chambers. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- **Real Property Transactions, under ORS 192.660(2)(e)**
  - Update on potential lease or purchase of property for a new public safety facility.
  - Update on Project Arcadia at the St. Helens Industrial Business Park.
- **Consult with Legal Counsel/Litigation, under ORS 192.660(2)(h)**
  - Update on contract services with Treadway Events, LLC.

The Executive Session was adjourned at 4:18 p.m.



ATTEST:

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Lisa Scholl, Deputy City Recorder

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Rick Scholl, Mayor

*An audio recording of this meeting is archived at City Hall.*



# COUNCIL REGULAR SESSION

Wednesday, August 21, 2024

## DRAFT MINUTES

### MEMBERS PRESENT

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

### STAFF

John Walsh, City Administrator  
 Lisa Scholl, Deputy City Recorder  
 Crystal King, Communications Officer  
 Gloria Butsch, Finance Director

### OTHERS

Marci Sanders	Randy Sanders	Brittany
Mitzi	Brady Preheim	Jennifer Massey
TW	Jenn	Doug Morten
Paul Carroll		

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

### PLEDGE OF ALLEGIANCE

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

- ◆ Randy Sanders, Big River Taproom. Business was at 50% and it was difficult to keep staff on board while construction mistakes were being made and the public thought downtown was closed. He asked to speak with the person managing the general contractor about when projects would be completed. He had planned to open a whiskey bar but was waiting for parking and wheelchair access to be available. Randy was provided Public Works Director Zaher's contact information.
- ◆ Brady Preheim. Expressed concern over Resolution No. 2018 providing funding to Treadway meaning the City was funding Tourism, Treadway already being paid an extra \$73,000 without having done anything to support events, Treadway needing to fund themselves as an independent contractor, not having money for the Supplemental Budget, and Treadway's history of going over budget on events in Scappoose. He also urged the Council to oppose Resolution No. 2019 because the jail was a cost overrun.
- ◆ Jennifer Massey. Concerned about the cost increase in the Treadway contract, noting she felt City Administrator Walsh was at fault. She suggested negotiating for a higher percentage than the 50/50 split for logging timber, and she wanted an update on the status of the Wauna account, social media accounts, and other City assets which were possibly still being used by E2C. She



appreciated questions asked about Main Street in the work session held earlier, and she also urged the Council to put City Administrator Walsh on administrative leave.

## RESOLUTIONS

- 1. Resolution No. 2018:** A Resolution Authorizing the City Finance Director and City Recorder to Establish an Events Checking Account

**Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to adopt Resolution No. 2018. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

The public was encouraged to listen to the earlier work session for further clarification provided by Finance Director Butsch about the purpose of the account and how it would work. The account belonged to the City and was not a joint account.

- 2. Resolution No. 2019:** A Resolution of the Common Council of the City of St. Helens in Support of the Proposed Jail Levy

**Motion:** Motion made by Councilor Gundersen and seconded by Councilor Sundeen to adopt Resolution No. 2019. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

## APPROVE AND/OR AUTHORIZE FOR SIGNATURE

3. Agreement with Scappoose Bay Watershed Council for Maintenance and Improvement of Natural Areas on City-owned Properties
4. Amendment No. 1 to Oregon Parks and Recreation Department Land and Water Conservation Fund Grant Agreement for Riverwalk Phase I Project
5. First Amendment to Contract with Landis & Landis Construction, LLC, for the S. 1st and St. Helens Intersection Joint Utility Trenching and Electrical Undergrounding Project No. R-685A
- ~~6. First Amendment to Contract with Clark and Sons Excavating, Inc. for the 2024 Pavement Patching Project No. R-718~~
7. Amendment No. 2 to Agreement with Oregon Business Development Department for Sewer Capacity Improvement Project

**Motion:** Motion made by Councilor Gundersen and seconded by Council President Chilton to approve '3, 4,5, and 7'. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

## APPOINTMENT TO CITY BOARDS AND COMMISSIONS

8. Reappoint Colleen Ohler to Library Board

**Motion:** Motion made by Councilor Sundeen and seconded by Council President Chilton to appoint Colleen Ohler to the Library Board. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Sundeen; Abstaining: Councilor Hubbard

## CONSENT AGENDA FOR ACCEPTANCE

9. Library Board Minutes dated June 10, 20214
10. Planning Commission Minutes dated June 11, 2024

**Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to approve '9' and '10' above. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

## CONSENT AGENDA FOR APPROVAL

11. Joint City Council and Planning Commission Minutes dated August 12, 2024

12. Utility Bill Leak Adjustment Request for 1835 St. Helens Street (Westside Laundry) in the Amount of \$1,577.06
13. Accounts Payable Bill Lists

**Motion:** Motion made by Councilor Gundersen and seconded by Councilor Sundeen to approve '11' through '13' above. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

### **WORK SESSION ACTION ITEMS**

None

### **COUNCIL MEMBER REPORTS**

Council President Chilton reported on the Chamber Happy Hour and the ribbon cuttings for Lightning Treats and Sweets and Rose Street Boutique, continuing communication between business owners and getting their feedback about Treadway, progress toward Project Arcadia, and community support for businesses downtown. She stated due to ongoing litigation they could not comment on Tourism assets or social media accounts.

Councilor Sundeen reported on the Parks Commission approval of the Scappoose Bay Watershed Council projects, 13 Nights being a good opportunity to showcase McCormick Park, the Parks and Trails Commission proposal to create a Milton Creek Woodland Reserve, and summer programs coming to a close at the Recreation Center.

Councilor Gundersen reported on the approval of Lightning Treats and Sweets at the last Planning Commission meeting, incidents responded to by the Columbia River Fire and Rescue, and the need for the jail levy.

Councilor Hubbard reported on the new hire and progress on the solar project at the Library, and considering the possibility of charging for Fire, EMS, and Police responses to calls from Broadleaf Arbor after reviewing statistics and policies from other cities. Additionally, he wanted a monthly update on construction projects from Public Works Director Zaher.

### **MAYOR SCHOLL REPORTS**

Mayor Scholl reported on the process of Budget creation and implementation and the circumstances leading to the current Budget issues including loss of industry, covid, and inflation. He stated the Waterfront was a huge undertaking, apologized for issues due to construction, estimated the project would be complete near the end of the year, and encouraged everyone to support downtown businesses. He noted that Project Arcadia would create jobs and revenue in the area and said the City and County depended on economic development, which included creating a plan to work out power needs and market industrial property. He wished all a safe Labor Day and announced he would be running for Mayor.

### **OTHER BUSINESS**

### **ADJOURN – 7:42 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Lisa Scholl, Deputy City Recorder

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Rick Scholl, Mayor



# COUNCIL WORK SESSION

Wednesday, September 04, 2024

## DRAFT MINUTES

### MEMBERS PRESENT

Mayor Rick Scholl  
 Council President Jessica Chilton  
 Councilor Mark Gundersen  
 Councilor Russell Hubbard  
 Councilor Brandon Sundeen – arrived at 2:09 p.m.

### STAFF

John Walsh, City Administrator	Mouhamad Zaher, Public Works Director
Kathy Payne, City Recorder	Sharon Darroux, Engineering Manager
Lisa Scholl, Deputy City Recorder	Alex Bird, Engineer II
Suzanne Bishop, Library Director	Ashley Wigod, Contracted City Attorney
Gloria Butsch, Finance Director	

### OTHERS

Howard Blumenthal	Nick Hellmich	Scott Jacobson
Jerry Belcher	Adam	Kevin Thompson
Lynne Pettit	Mary Wheeler	Mitzi Ponce
Michelle	Rooster	TW
Jaime	RT	Jason Morris
CC	Britt	Arthur
Dexter Quidd	Benjamin Atkins	Melissa Watson
Diana Wiener	Barry Greenberg	Kanale T.
TC	Steve Topaz	Ron Trommlitz
Brady Preheim	Jason Moon	

### CALL WORK SESSION TO ORDER – 2:00 p.m.

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

- ◆ Ron Trommlitz. Described the lack of accountability and transparency with the 2 million-gallon (2MG) water reservoir leak and rehabilitation failure resulting in a more expensive reservoir replacement, citing evidence being withheld from the public and explaining why City Administrator Walsh should be replaced.
- ◆ Howard Blumenthal. Asked if he could organize clean-ups of the pieces of construction fence on the waterfront before they got into the waterways, citing concerns about the pollution of microplastics.
- ◆ Steve Topaz. Added to his comments at an earlier meeting, listing more places in St. Helens that contained toxic waste. He was surprised that during the recent special session the Council did not know who should sign the bill of sale for the mill when it was spelled out by City Charter. He

asked why project managers Associate Planner Dimsho and City Administrator Walsh did not help the man at the last meeting with concerns about concrete forming on the waterfront.

Mayor Scholl responded that he, Public Works Director Zaher, and City Administrator Walsh had met with Randy Sanders and Dave Lauridsen.

Councilor Sundeen arrived at 2:09 p.m.

- ◆ Brady Preheim. Noted Treadway had failed to take over all tourism events and said it was not honoring the celebrity contracts for appearances at Halloweentown, which would likely result in the City being sued and celebrities no longer coming to St. Helens. Tourism used to make the City money, but now the City would be losing \$613,000 with the \$193,000 of Treadway's management fee, the \$300,000 transfer to Treadway being discussed tonight, and \$120,000 former events contractor E2C used to pay the City. He noted the entrances on the Waterfront could not fit two cars and should be widened.
- ◆ Barry Greenberg. Provided talent for Spirit of Halloweentown for the past 10 years and explained the significant liability the City faced with three of the biggest agencies in Los Angeles if celebrity contracts obligated months ago would not be honored. E2C's director, Tina Curry, was a person of her word and honored such contracts. If the contracts were not honored, no celebrities would appear in St. Helens again. He had received no reply from City Administrator Walsh to his letter outlining his points. Treadway did not respond after promising the contracts would be reviewed and signed.
- ◆ Diana Wiener. Asked if there was documentation of actual contracts with celebrities made on the City's behalf or if it was just hearsay.

## DISCUSSION TOPICS

### 1. Parks & Trails Commission Annual Report - *Chair Scott Jacobson*

Parks & Trails Commission Chair Scott Jacobson and Commission members Jerry Belcher, Nick Hellmich, and Howard Blumenthal reviewed the annual report, highlighting Parks inventory, the Commission's members and their current park assignments, and the Commission's discussion of changes wanted in four parks. Updates were provided on maintenance and improvement efforts at several parks. The report concluded with an overview of the current Milton Creek Woodland Reserve and Urban Trail projects, the \$2500 Oregon Community Foundation grant for signage, and acknowledgements.

Questions were addressed and comments from the Council were as follows:

- A splash pad next to the pool was suggested to draw more visitors to Civic Pride Park.
- The warranty period had expired to get a refund on the weathered playground tile coming apart at McCormick Park. Benches should be added at the playground, as there were never enough for people to sit.
- Access to Sand Island was prioritized to people who rented a campsite. The shuttle operator told the Commission if a person called the office, a shuttle could be arranged, from Memorial Day to Labor Day. Citizens of St. Helens used to get free shuttle rides to the island, but the practice went away and was not included in the contract.
- Port of Columbia County, who owns the other side, had confirmed they saw no issues with the riparian buffer being annexed for Milton Creek into St. Helens' park system.
- Drawings were shown of how spray painting the asphalt on the Urban Trail would look on the ground. Where there was no asphalt/concrete, pads would be poured even with the ground, and the spray paint would be on top of the pads.

It was suggested to have the next Commission report scheduled for a less full agenda to allow for dialogue. Mayor Scholl pointed out with 45 minutes the Commission had not been rushed.

Parks Commissioners expressed concerns that the Commission's input was not sought before decisions were made about Sand Island improvements and finances, and described the Commission's hopes for Milton Creek and plans to present on setting the area aside for a trail and nature area to Council before the end of the year.

Chair Scott Jacobson asked if the City Attorney could review public meeting laws and provide advice on when Commissioners could meet and have discussions.

## **2. Semi-Annual Report from St. Helens Senior Center - *Melissa Watson, Executive Director***

Executive Director Watson presented her report, highlighting the Senior Center's operations, active volunteers and staff members, community involvement and events, and the Center being a heating/cooling center during business hours, as well as updating on the Center's recent repairs and financials, including the use of TopNotch thrift store sales, which averaged \$11,000 a month, and a re-awarded grant of \$25,000. New state Medicaid guidelines would broaden eligibility for the home delivered meals program. More volunteers were needed, and she described how people could get involved.

She confirmed that with the new nutrition program guidelines, the reimbursement level would be higher, similar to Title XIX, which reimbursed \$12.25 for a meal with an average cost of \$10. However, the Center would have to look realistically at the capacity level.

There was discussion on other avenues for welfare checks that would hopefully come along with the clientele expanding, the cost to rent the Center's building, and social media videos encouraging people to get involved.

City Administrator Walsh and Mayor Scholl announced additional cooling centers that would be available.

## **3. Update on Waterfront Redevelopment Project - *Public Works Director Mouhamad Zaher***

Public Works Director Zaher, Engineering Manager Darroux, and Engineer II Bird provided the requested monthly Waterfront Project update, highlighting the goal of completing the project in December, the project team, and utility coordination. The impacts of the work's unforeseen risks and the tentative work schedule for the next three months were described, and updates provided on traffic and parking, including adding ADA parking next to the physical therapist's office downtown, the project budget, and the work being done in front of City Hall via time-lapse video.

Public Works Director Zaher described addressing the concerns of business owners and residents, including a successful meeting, which included a suggestion to add signage to navigate the closure of Cowlitz Street. He explained how the City updated citizens and businesses on the project, noting the City had no control over when contractor MEI let an employee go.

Questions were addressed from the Council as follows:

- Paving 1st Street had been pushed back a bit because it could not be paved until Pump Station 1 was decommissioned and lateral connections were done.
- Instances where pavement was poured and then taken back out were due to grading issues, and the contractor paid.
- The project team met with Treadway to discuss the construction and shared staff's direct contact information.
- St. Helens was experiencing growing pains, which were expected, as the Council collaborated with staff to complete the construction in two years versus over multiple years.
- Urban Renewal utilized staff to do inspections for OTAC, doing a better job and saving \$100,000.

Council President Chilton stated Council should have been more diligent in making sure staff could handle such a major project in addition to their actual jobs. It was unfortunate she was not invited to the project meeting as she, like Mayor Scholl, oversaw Public Works.

Councilors Hubbard and Sundeen appreciated the update directly from Public Works, which put gossip to rest.

Councilor Sundeen wanted to see continued, regular communication with residents and businesses as well, in addition to the newsletter.

#### **4. Review Draft Amendments to Circulation Policy - *Library Director Suzanne Bishop***

Library Director Bishop requested approval of the proposed Circulation Policy amendments, which she reviewed. Although the document was updated, it included no changes to the policy. The old document stated the library still collected overdue fines, which it no longer did. Fees were still collected for lost and damaged items.

#### **Break - 3:55 p.m.**

#### **5. Review Draft Amendments to Purchasing Policy - *Finance Director Gloria Butsch***

Finance Director Butsch reviewed the proposed amendments to the Purchasing Policy, highlighting its purpose and the establishment of authority levels. Other than expenditures within Council-approved contracts, purchases were within department heads' and the City Administrator's authority. Department managers or departments would have up to a \$5,000 purchasing authority unless directed otherwise by the department director. A department director would have up to a \$10,000 authority, and the City Administrator up to a \$50,000. Anything over \$50,000 would come before Council.

#### **6. Review Draft Amendments to Purchasing Card Policies & Procedures Manual - *Finance Director Gloria Butsch***

Finance Director Butsch reviewed the Purchasing Card policies, processes involved, and proposed amendments, which would have the same authority levels as the Purchasing Policy. Once a month, Finance would pay the bill, and Council would get the purchasing card list of transactions, aside from the Accounts Payable list. The policies also outlined items purchasing cards could not be used for, including meals during training, which were reimbursable.

She confirmed gas cards were separate and managed differently from purchasing cards.

#### **7. Review Draft Amendments to Training and Travel Policy Procedures - *Finance Director Gloria Butsch***

Finance Director Butsch briefly reviewed the Training and Travel Policy and proposed amendments and explained how and why she standardized the meal reimbursement amounts using the federal government guidelines.

#### **8. Review of Utility Leak Adjustment Authority - *Finance Director Gloria Butsch***

Finance Director Butsch reviewed the data from the last six months of utility leak adjustment requests and the Utility Billing Administrative Rules, which had no provision that such requests must go to the Council. Council would only be involved if a customer was denied an adjustment and chose to appeal to Council. Otherwise, the City Administrator or Finance Director approved leak adjustments. There was no rule that requests be sent to Council when exceeding a specified dollar amount.

The Council consented to keeping the current Administrative Rules as written.

Questions from the Council were addressed as follows:

- Because the City calculated the leak adjustment based on the customer's average, the City would only give a \$2,500 adjustment on \$5,000 paid over five months. If the customer wanted the full leak adjustment, they would probably want to talk to the Council.

- One real-life example of why a leak adjustment could be denied was fraudulent activity, such as filling up one's pool with a neighbor's hose.
- All the leaks were on private property and had to run through the meter.
- The leak was the customer's problem; the City was just giving them a break. Adjustment policies varied from city to city. Some cities would not give any adjustments, and others would once a year.

The customer had 60 days from the discovery of the leak to get it fixed, after being notified by the City or the customer notifying the City, which the Council believed was reasonable and fair. The high-usage report was reviewed every month by staff.

#### **9. Audit Process Presentation - Finance Director Gloria Butsch**

Finance Director Butsch presented an overview of the audit process. Key highlights included why an annual audit was required, preparing for the audit, preliminary fieldwork, year-end closing, the audit itself, and finalizing the audit. She answered clarifying questions from Councilors about auditing grants, the requirements to become an auditor, and the three different levels of audit, noting that staff had been preparing a report in lieu of audit for Urban Renewal, which likely would require a review or a full audit next year.

Staff added that in Oregon, due to the difficulty of finding auditors, there had been discussion to follow Washington's process of audits being done by the State Audits Division. The Oregon Legislature lowered some criteria requiring a full audit, which allowed more entities to do a review.

#### **10. Review League of Oregon Cities (LOC) Priorities - City Administrator John Walsh**

City Administrator Walsh reviewed the League of Oregon Cities priorities for the Council to identify its top five priorities and highlighted the priorities that were mutually beneficial for the City and LOC.

The Council and staff discussed which priorities to choose, noting the restoration of recreational immunity made the City halt and consider if someone was hurt in a City park. It was explained that the marijuana tax would offer cities the opportunity to recover some of the 75 percent cannabis revenue taken due to Measure 110 and that the alcohol tax could take a couple paths, as Oregon had the lowest beer tax in the country and the second lowest wine tax.

Following discussion, Council identified infrastructure funding as its number one LOC priority followed by employment lands readiness and availability, restoration of recreational immunity, energy affordability, and transportation.

#### **11. Report from City Administrator John Walsh**

Postponed to the Regular Session.

**ADJOURN – 5:01 p.m.**

#### **EXECUTIVE SESSION**

- Real Property Transactions, under ORS 192.660(2)(e)
- Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h)

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Rick Scholl, Mayor

# City of St. Helens CITY COUNCIL

Executive Session Summary

September 4, 2024

**Members Present:** Rick Scholl, Mayor  
Jessica Chilton, Council President  
Mark Gundersen, Councilor  
Brandon Sundeen, Councilor  
Russell Hubbard, Councilor

**Staff Present:** John Walsh, City Administrator  
Kathy Payne, City Recorder

**Others:** Ashley Wigod, City Attorney with Jordan Ramis PC (via Zoom)



At 5:05 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Other than Labor Negotiator Consultations, representatives of the news media, designated staff, and other persons as approved shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the Council Chambers. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- **Consult with Legal Counsel/Litigation, under ORS 192.660(2)(h)**
  - Discussion of potential litigation regarding contracts E2C Productions allegedly entered into with Spirit of Halloweentown Event talent.
  - Discussion regarding contract with Treadway Events and Entertainment for Special Events Coordination and Management Services.
- **Real Property Transactions, under ORS 192.660(2)(e)**
  - Discussion regarding potential transaction for real property for the future Public Safety Facility.

The Executive Session was adjourned at 5:45 p.m.



ATTEST:

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Kathy Payne, City Recorder

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Rick Scholl, Mayor

*An audio recording of this meeting is archived at City Hall.*





# COUNCIL PUBLIC HEARING

Wednesday, September 04, 2024

## DRAFT MINUTES

### MEMBERS PRESENT

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

### STAFF

John Walsh, City Administrator  
 Kathy Payne, City Recorder  
 Lisa Scholl, Deputy City Recorder  
 Gloria Butsch, Finance Director

### OTHERS

Jenn Massey	Mercedes Massey	Brady Preheim
Arthur	Rooster	Nicholas Hellmich
Mitzi Ponce	Stephanie Patterson	Judy Thompson
Mary Wheeler	Joseph Paul	Beverly Steven
Catherine R.	Adam St. Pierre	

### OPEN PUBLIC HEARING – 6:45 p.m.

### TOPIC

#### 1. Fiscal Year 2024-25 Supplemental Budget

Finance Director Butsch reviewed the purpose for the Supplemental Budget. It provides funding into the Tourism Fund to cover the costs of the new contract and estimated shortage.

### PUBLIC COMMENT

- ◆ Joseph Paul. Expressed his concerns about the increase in neighborhood crime. Why are they putting so much money into tourism and not crime? As of October 1, there will not be 24-hour patrol. Tourists don't want to be in a town with this kind of crime. Portland is coming to St. Helens.
- ◆ Brady Preheim. Expressed his opposition to the Supplemental Budget and it likely being the first of multiple payments. Treadway wants \$193,000 paid upfront instead of monthly installments, plus \$300,000, which isn't in the budget. If they had hired E2C, they would have had a \$220,000 guaranteed revenue stream. Those funds would have paid for multiple police officer positions. Treadway has yet to announce a schedule or ticketing. Barry and other talent agencies are going to sue the City. They will lose the case and pay the attorney fees. The contract is an unmitigated disaster. When Treadway asked how it would be funded during the interview, Walsh told them they would have to fund it on their own. They should not have signed the contract if they didn't have the money. Recommends Council vote no.

- ◆ Adam St. Pierre. He is confused why the City would be getting sued when the independent contractor is the one who signed the contract with the talent. Treadway was supposed to have access to the Wauna account to cover costs but still does not. These failures need to be addressed. City Administrator Walsh should be put on administrative leave.
  
- ◆ Jennifer Massey. She echoed Adam about the Wauna account. She asked a lot of questions about the account during the Budget Committee meeting and felt there was no clarification. There are people who want to see Treadway fail. The Wauna funds are supposed to go to the new contractor. The City subsidized E2C from the Community Development Fund when they came in. This should have been vetted in November or December. This is affecting taxpayer money and tarnishing a contractor. She didn't have a problem with E2C or Tina Curry but is now disgusted by the toxicity and continued divide. This should not continue to happen. She reminded Mayor Scholl that he can put stuff on the agenda and should put Walsh on there to be placed on Administrative leave for this to be investigated. Having people paid in cash in City envelopes should be a huge concern.

**CLOSE PUBLIC HEARING – 6:58 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Rick Scholl, Mayor



# COUNCIL REGULAR SESSION

Wednesday, September 04, 2024

## DRAFT MINUTES

### MEMBERS PRESENT

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

### STAFF

John Walsh, City Administrator  
 Kathy Payne, City Recorder  
 Lisa Scholl, Deputy City Recorder  
 Gloria Butsch, Finance Director

### OTHERS

Jenn Massey	Mercedes Massey	Brady Preheim
Arthur	Rooster	Nicholas Hellmich
Mitzi Ponce	Stephanie Patterson	Judy Thompson
Mary Wheeler	Joseph Paul	Beverly Steven
Catherine R.	Adam St. Pierre	

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

### PLEDGE OF ALLEGIANCE

### PROCLAMATIONS

#### 1. Oregon Direct Support Professional Recognition Week - September 8-14, 2024

Mayor Scholl read the proclamation into the record.

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

- ◆ Joseph Paul. Described being a victim of a recent crime, the frequency of thefts in St. Helens by known suspects, and concern that 24-hour patrol could be ceased. He also spoke about the drug activity at Forest Park Apartments, and his efforts to make his concerns known to mayoral candidates and Councilors. He would like to set up a time to talk with Mayor Scholl.
- ◆ Catherine Ross. Described a group of people casing driveways on her street and thefts that had occurred on her property and in her neighborhood, noting the suspects were well known to the cops. She was also concerned night patrols would end; money was being used for tourism, but her visitor would not return to St. Helens because of the crime. Her neighbors were reluctant to speak to Council because they were afraid of retaliation. Drug-related issues at Forest Park Apartments were causing the problem, and her report was not taken by the police.
- ◆ Jennifer Massey. Said communication with citizens and businesses at today's Council Work Session about the Waterfront project was helpful. She explained ways to mitigate unforeseen

risks when doing construction and stated police, fire, and medical should be top priorities. She also asked Council to be transparent with citizens about ending 24-hour police coverage.

- ◆ Adam St. Pierre. Congratulated Council on getting the paper mill going. He found Mayor Scholl hard to get ahold of and asked when the E2C audit of the last two years would start. He asked how an independent contractor was defined and why the City was dealing with lawsuits and paying people off. He explained why he believed Council should take a hard look at City Administrator Walsh's work.
- ◆ Brady Preheim. Explained E2C signed the talent contracts for events and while still contracted with the City, was told all planned events would take place and that the City or Treadway would take over the contracts. Treadway said they would do the contracts with the talent, then the company decided not to. Treadway had no need to sell tickets because they would receive \$500,000 from the City this year for doing nothing. He explained how the Wauna account was E2C's and had never been the City's. The City would lose the mediation, and the money would not come back to the City. He noted Treadway did not return phone calls.
- ◆ Nick Hellmich. Supported police and first responders but witnessed first-hand the amount of non-trauma informed care provided to individuals with mental illness, citing examples of use of derogatory terms. He witnessed EMS decline to transport a suicidal person because they said they do not get paid for it. He asked if something could be done. He hoped something in Treadway's contract held the company financially accountable if its work for St. Helens failed.

## RESOLUTIONS

2. **Resolution No. 2021:** A Resolution Authorizing an Interfund Loan in the Amount of \$300,000 Between the Community Development Fund and Visitor & Tourism Fund for Fiscal Year 2024-2025

**Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to adopt Resolution No. 2021.

It was confirmed that the difference between Resolutions No. 2018 and No. 2021 was addressed in the next agenda item.

**Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

3. **Resolution No. 2022:** A Resolution Authorizing City Administrator John Walsh and City Finance Director Gloria Butsch to Establish an Events Checking Account, and Rescinding Resolution No. 2018

**Motion:** Motion made by Councilor Gundersen and seconded by Council President Chilton to adopt Resolution No. 2022.

Finance Director Butsch explained the reason for the change was the prior draft was not specific enough and did not name John Walsh as the City Administrator or her as the Finance Director, which the bank required.

**Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

- 4. Resolution No. 2023:** A Resolution to Adopt Purchasing Policies for the City of St. Helens, Superseding any Previous Policies

**Motion:** Motion made by Councilor Sundeen and seconded by Council President Chilton to adopt Resolution No. 2023. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

- 5. Resolution No. 2024:** A Resolution to Adopt Purchasing Card Policies for the City of St. Helens, Superseding Resolution No. 1784

**Motion:** Motion made by Councilor Gundersen and seconded by Council President Chilton to adopt Resolution No. 2024.

Council President Chilton reported the Council clarified the resolution during the Work Session earlier. Citizens could go back and look at the explanation of the need for the policies and what they entailed.

**Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

- 6. Resolution No. 2025:** A Resolution to Amend the City of St. Helens Personnel Policies and Procedures Handbook (Resolution No. 1913, as amended) Regarding Payroll Policies

**Motion:** Motion made by Councilor Sundeen and seconded by Councilor Gundersen to adopt Resolution No. 2025. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

- 7. Resolution No. 2026:** A Resolution of the Common Council of the City of St. Helens, Oregon, Adopting and Appropriating Funds for a Supplemental Budget for Fiscal Year 2024-2025

**Motion:** Motion made by Councilor Gundersen and seconded by Councilor Hubbard to adopt Resolution No. 2026. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

- 8. Resolution No. 2027:** A Resolution to Amend St. Helens Public Library Policies (Resolution No. 1902) Regarding Circulation Policies

**Motion:** Motion made by Council President Chilton and seconded by Councilor Hubbard to adopt Resolution No. 2027. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

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

9. First Amendment to Contract with Consor North America, Inc. for Wastewater Collection System Capacity Improvements Professional Engineering Design Services Project No. S-679

**Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to approve '9' above. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

#### **CONSENT AGENDA FOR APPROVAL**

10. Accounts Payable Bill Lists

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

#### **WORK SESSION ACTION ITEMS**

None

#### **CITY ADMINISTRATOR REPORT**

City Administrator Walsh reported on Project Arcadia and his intention to follow up with the citizens who commented about police and first responders, noting the City was actively recruiting police officers.

**COUNCIL MEMBER REPORTS**

Council President Chilton spoke about the importance of citizens speaking at Council meetings and her prioritization of public safety concerns. She reported on playing softball and the upcoming Senior Health Fair and reminded everyone to drive cautiously since children were back in school. She noted that Halloweentown brought business and revenue to the city.

Councilor Sundeen reported on the Police Association meeting, noting that a modified police schedule was being discussed, but some aspects of the schedule would not be made public. He provided details about police staffing levels, noting current resources would result in longer response times. He celebrated moving closer to the sale of the paper mill property and the return of the mill. He was excited for Halloween, noting it would look different, but the event would happen.

It was confirmed the police had close to 23 positions filled and had two openings.

Councilor Gundersen reported on a positive meeting with Treadway earlier this week. The Planning Commission and Columbia River Fire & Rescue would hold meetings next week. He would be on vacation and not in attendance at the next Council meeting.

Councilor Hubbard commended Library Director Bishop and noted the solar project at the library was exciting. Funding for tourism and police regarded separate issues, and the money the City should have to get the new contractor going was tied up, and whether the City would ever get that money back was uncertain. He believed Treadway was all about joining forces with the City for a great tourism program. He encouraged more citizens to come forward about thefts and appreciated those who came to the meeting.

**MAYOR SCHOLL REPORTS**

Mayor Scholl thanked Mr. Paul and Ms. Ross for their testimony. The Council wanted residents to feel safe in the community and supported the police and the jail levy in order to keep criminals off the streets. In addition to St. Helens' officers, the city had the Oregon State Police and Columbia County based in St. Helens, which totaled 50 officers for the area. He also thanked Mr. Paul for his service. He described how he did not want the matter to become political and that public safety was a huge part of small businesses thriving. He addressed interruptions from citizens during his report.

- He commended Public Works Director Zaher for managing the Waterfront Project and explained Main Street's "I Dig St. Helens" campaign in support of downtown businesses. He preferred to talk to citizens one-on-one, as there were many half-truths in the public discourse. He encouraged participation in Neighborhood Watch.
- He described his involvement with the Police Department. The issue was not about policing versus tourism. He served all citizens regardless of their political affiliation or identity. He would always have time for citizens unless they posted a lie about him on Facebook.

**OTHER BUSINESS****ADJOURN – 7:59 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Rick Scholl, Mayor



# PLANNING COMMISSION & CITY COUNCIL

## JOINT MEETING MINUTES

Wednesday, September 25, 2024, at 4:00 PM

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- Members Present:** Mayor Rick Scholl  
 Council President Jessica Chilton  
 Councilor Russ Hubbard  
 Councilor Brandon Sundeen  
 Chair Dan Cary  
 Vice Chair Jennifer Shoemaker  
 Commissioner Charles Castner  
 Commissioner David Rosengard
- Members Absent:** Commissioner Brooke Sisco  
 Commissioner Ginny Carlson  
 Commissioner Scott Jacobson
- Staff Present:** City Administrator John Walsh  
 City Planner Jacob Graichen  
 Associate Planner Jenny Dimsho  
 Community Development Admin Assistant Christina Sullivan

This meeting was held in the Council Chambers.

At 4:00 p.m., Mayor Rick Scholl opened the Joint Planning Commission and City Council Meeting. The purpose, rules, and goals of this meeting were explained.

### DISCUSSION OF POTENTIAL LOCATIONS OF NEW PUBLIC SAFETY FACILITY

City Planner Jacob Graichen shared the map of a new location to be considered for placing the Public Safety Facility. He said it is currently zoned Apartment Residential and for a while had been looked at by developers to build apartments while it was on the market.

He said it is now being purchased by the St. Helens School District and would need to be rezoned to Public Lands. He said they should look at rezoning it before the Housing Needs Analysis happens in 2027.

City Administrator John Walsh said the new police station has a whole team that has worked together to create a design for a police station and are ready to build it. He said this discussion was to give direction to staff on how to move forward with the two front runner properties.

David Lintz, a professional project manager, came to the design team when the Kaster Road site came to a halt. He said they had been working on the site at 1771 Columbia Boulevard and now this new site off Gable Road. He mentioned some of the differences between the two sites.

He mentioned the Gable Road site would be an easily buildable site, as the property is flat, and could take the current design of the building would fit right on this property with no changes to anything other than the parking and public improvements.

There was a discussion about the wetlands on the site. It was mentioned these were not significant wetlands to the City, but they still needed to have a delineation done.

Chair Dan Cary mentioned that his experience is in wetlands and back in January of 2020 he had done a small study on the adjacent property. He mentioned it is very wet in that area and when he was doing his study, he had looked over at this property and saw it was also very wet. He said the water was coming from this potential property onto the property he was doing the study for. He said it looks suspicious as a potential wetland.

There was a small discussion about a payment in lieu to be paid to be able to impact the wetland on the property.

There was a discussion about the access points and public improvements.

Lintz said he did think the 1771 Columbia Boulevard location was a better option, as it was downtown, more centrally located, and there was an updated budget to make this site affordable.

There was a discussion about the different needs for the police and how they would fit these building types on the two different sites.

There was a discussion about how the extra property would be used for the Gable Road location and how the City would partner with the School District.

Mayor Scholl shared how this size of the parcel would allow for growth if it was needed in the future. He said there was plenty of space to expand storage and a building. Scholl said as the City limits grow into the Urban Growth Boundary, this space seems to be the best location.

Chair Cary said in twenty years, there is not going to be much care about how much property they purchased, but the location of the police station. He said the focus should be on the best location for a station

Commissioner David Rosengard said in thirty years this property would allow for expansion and growth.

Commissioner Jennifer Shoemaker said it is unfortunate for the Houlton District if they lose the police station to this area of town. She felt the location in the Houlton District was the better option, as it was more centralized.

City Councilor Russ Hubbard mentioned he thought the Gable Road site would be difficult for response time, with a school zone there and the dangerous intersection of Gable Road and Columbia River Highway. He also agreed the location in Houlton District was the better location.

City Councilor Brandon Sundeen said the police do not sit at the station waiting for calls. He mentioned they are usually already out patrolling, so the location being central is not as important as a factor in selection as it seems.

There was a discussion about the cons for both locations. They also discussed some of the positives for both locations.

The group agreed the Gable Road site should be a consideration and did think City staff should look more into the wetland situation and if this site is one that could be used for the new Public Safety Facility.

## **DISCUSSION OF PLANNING COMMISSION PROACTIVE ITEMS**

Commissioner Shoemaker shared that there had been some movement on these items to have other members of the Planning Commission take over as a Chair of the subcommittees.

Graichen mentioned the rules had changed about subcommittees now and they would no longer be able to have these types of meetings without minutes, public notice, online viewing, and the other things required for a public meeting. He said they would need to do the research on these items individually and then bring back their findings to the meetings to discuss them.

There was a discussion how the group should move forward on the Proactive Items.



There was a discussion about the Plaza Square. Graichen mentioned they would need the sign off from Columbia County who owns the property, but also since the Plaza is a Historic Landmark on the Historic Landmarks Registry list, it would also go before the Historic Landmarks Commission, , to make sure all development or changes met the historic guidelines.

Graichen also shared how he would like to see the accessibility of the Plaza changed so that those with disabilities had easier access to the space as well.

Commissioner Shoemaker said she spoke with two County Commissioners about exploring options on how to improve this space. She said they agreed to allowing her to research some ideas to improve this space with more accessibility and to restore it back to a more historical look.

There was a discussion about how the Plaza looks now and some of the ways to restore it back to its more historical look.

Mayor Scholl moved the discussion about the parking that is in the downtown area. He said they think they need to start looking more into how to add more parking or the code requirements for parking to help the developers that are starting to look at our Riverfront Development. He also shared some parking areas that the City already owned that could count towards downtown parking.

Commissioner Shoemaker said it is not a bad idea to have a parking structure a further away that would encourage people to walk past all the businesses in the downtown area.

Councilor Sundeen said there was some discussion at the last joint meeting about some quick and simple solutions, such as changing the parking alignment from parallel parking to diagonal and he asked if there had been any more movement with this action. Graichen mentioned this agenda item came up quick (with minimal prep time), and the ideas, preliminary in nature, had not been explored to date.

There was a discussion about the parking inventory they currently have and what is needed.

There was also a discussion about having a parking management plan created and the ability to fund it.

**OTHER BUSINESS**

There was no other business.

*There being no further business the meeting was adjourned at 5:33 p.m.  
Respectfully submitted,  
Christina Sullivan  
Community Development Administrative Assistant*

/s/  
Rick Scholl, Mayor

/s/  
Dan Cary, Chair

**City of St. Helens**  
*Consent Agenda for Approval*

**ANIMAL FACILITIES**

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

<u>Owner Name</u>	<u>Location</u>	<u>Purpose</u>
Kathleen Johnstun	244 N. 2 <sup>nd</sup> Street	Multiple Chickens, Ducks, & Goose
Jared & Holly Stram	245 Trillium Street	Multiple Chickens

SEP 30 2024

**ST. HELENS POLICE DEPARTMENT**150 S. 13<sup>th</sup> Street, St. Helens Oregon 97051  
Office (503)397-3333 FAX (503)397-0619CITY OF ST. HELENS  
Brian Greenway  
Chief of Police

On Friday September 6th at approximately 1615 hours, I met with Kathleen Johnstun at her residence at 244 N 2<sup>nd</sup> St, St Helens OR 97051 to conduct a prescheduled Animal Facility License inspection. This inspection is to ensure the premise is in compliance with Ordinance 6.04.080, OAR 609.415, OAR 609.420, OAR 603-015-0025 through 603-015-0065. Included with her application was her liability insurance information from Safeco Insurance (Policy # [REDACTED]) and Rabies certificate for all animals listed on application.

I noticed that Kathleen's home is a single-family home in a residential neighborhood. Kathleen explained to me that the facility license is to allow her and her family to have a larger number of animals at their residence including a goose, not to run a shelter or boarding service. Kathleen has a total of two dogs, two cats, 6 chickens, 3 ducks and the one goose all who appeared to be well groomed and in good health.

I saw the residence had a very spacious back yard that was encircled with a fairly sturdy three-foot wooden fence surrounding the house. There were two areas that could use more secure fencing to prevent animals to go in and out of or to go into neighboring homes. This outdoor space has adequate runoff to prevent water pooling. They had an overgrowing backyard of tall grass and other weeds. They were advised of the tall grass ordinance and were also advised that they would have to come in compliance with the ordinance or they may be subject to citations if not corrected. Kathleen and her husband said they would work on the backyard and get it cleaned up.

Kathleen followed by showing me the chicken/duck and goose coop that they have in the backyard. The chicken coop appeared to not in good sanitary condition. I advised Kathleen that in order to have more chickens and ducks on their property that they would have to be aware of the conditions of the coop in order to prevent an infestation of rats, bugs, and other vermin,

Kathleen said that they will prioritize making sure that the coops are cleaned weekly to prevent an infestation. Kathleen was very receptive of the advice I suggested and did not appear to make any remarks or had any indications that she wouldn't follow the Animal facility restrictions.

Kathleen then invited me into her home. Her home was visibly clean and well organized. I did not see anything that was of concern while inside the residence.

I am aware of two recent complaints received by SHPD regarding noise from the goose. One of the complaints was received through the online complaint form through the city website.

Attached is a copy of the most recent complaint that I received.

Based on my observations and findings. Including speaking with Kathleen what to do to improve conditions of the backyard, I believe Kathleen should be granted the Animal Facility License.

There will have to be weekly, or biweekly follow up to make sure that they are complying with the ordinances No other neighbors around the neighborhood have filed any complaints towards the Johnstun's that I am aware of.

Code Enforcement Officer

Everardo Medina

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

Application Fee: \$40.00

# Animal Facility License Application

St. Helens Municipal Code Chapter 6.04

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

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

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

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

<b>Address at which animal(s) will be kept:</b>				
<b>Applicant Information</b>		<b>Alternate Contact/In Case of Emergency</b>		
Name: Kathleen Johnstun		Name: Jacob Johnstun		
Mailing address: 244 N. 2nd St.		Mailing address: 244 N. 2nd St.		
City/State/Zip: Saint Helens OR 97051		City/State/Zip: Saint Helens OR 97051		
Cell phone: [REDACTED]		[REDACTED]		
Home phone: [REDACTED]		[REDACTED]		
Email: [REDACTED]		[REDACTED]		
<b>List each animal to be kept at the above address (attach additional paper if more than 6 animals)</b>				
Species/Breed	Name	Sex	Age	County Dog License Expiration Date
1. Basset Hound	Beatrice "Trixie"	F	15	# 42225, 3/22/2025
2. Beagle	Bernie	M	7	# 10006093250, 8/6/2025
3. Figaro (Cat)	Figaro	M	3	—
4. Cat	Harmish	M	3	—
5. Chickens	(all hens - 6)	F	2	—
6. Goose	(Robert)	M	3	—
<b>Veterinarian Information</b>				
Name: Columbia Vet Clinic		Phone: 503-397-1928		
Address: 150 N. 15th St., St Helens		City/State/Zip: OR, 97051		
<b>Liability Insurance Information</b>				
Agent's Name: Choices Insurance Agency		Phone: 503-893-8344		
Insurance Company: Safeco Insurance		Policy No.: [REDACTED]		
<i>Attach a copy of the policy indicating applicant is covered while maintaining the described animal(s).</i>				

→ ON BACK

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

Kathleen Johnstun \_\_\_\_\_ Date Signed 8/1/2024

Applicant Signature

FOR OFFICE USE ONLY		
Date received: 8/12/24	Officer assigned: COE Everardo Medina	Date forwarded to City Recorder: 9/30/24
Received by: Lisa	Date/Time of inspection: 9/6/24, 4:15pm	Council meeting date: 11/6/24
Receipt No.: R00271057	Officer recommendation: <input checked="" type="checkbox"/> Approve <input type="checkbox"/> Deny	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Dated forwarded to PD: 8/30/24	<input checked="" type="checkbox"/> w/follow-up	If approved, date license issued:
Forwarded by: Lisa		Expiration date:

<u>species/breed</u>	<u>name</u>	<u>sex</u>	<u>age</u>
Duck-Ancona	Denver	M	2
Duck:Ancona	Dottie	F	2
Duck-Rouen	Sasha	F	2

SEP 30 2024

**ST. HELENS POLICE DEPARTMENT** CITY OF ST. HELENS150 S. 13<sup>th</sup> Street, St. Helens Oregon 97051  
Office (503)397-3333 FAX (503)397-0619Brian Greenway  
Chief of Police

On Monday September 10th at approximately 0930 hours, I met with Jared and Holly Stram at their residence at 245 Trillium St, St Helens OR 97051 to conduct a prescheduled Animal Facility License inspection. This inspection is to ensure the premise is in compliance with Ordinance 6.04.080, OAR 609.415, OAR 609.420, OAR 603-015-0025 through 603-015-0065. Included with her application was her liability insurance information from State Farm Insurance [REDACTED] and Rabies certificate for all animals listed on application.

I noticed that the Stram's household is a single-family home in a residential neighborhood. Holly explained to me that the facility license is to allow her and her family to have a larger number of chickens at the residence. They currently have 4 chickens and said they plan on getting at least 2 more at a later time.

I noticed the backyard where the chickens were located to be very clean and organized. The 4 chickens were all inside a very secure chicken coop that had adequate food and water. When I asked how often the coop is cleaned, they explained that its cleaned frequently to avoid infestation of any attractive nuisance.

There were no issues that I witnessed during my visit at their residence. I am not aware of any complaints made against the Stram's. In my opinion, they should be granted the Animal Facility License.

Code Enforcement Officer

Everardo Medina

# City of St. Helens

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

Application Fee: Item #16.

## Animal Facility License Application

St. Helens Municipal Code Chapter 6.04

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

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

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

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

Address at which animal(s) will be kept:				
Applicant Information		Alternate Contact/In Case of Emergency		
Name: <u>Jared + Holly Stram</u>	Name: <u>Mary Flanders</u>			
Mailing address: <u>245 Trillium Street</u>				
City/State/Zip: <u>St Helens, OR 97051</u>				
List each animal to be kept at the above address (attach additional paper if more than 6 animals)				
Species/Breed	Name	Sex	Age	County Dog License Expiration Date
1.				
2. <u>See</u>				
3.				
4. <u>Attached</u>				
5.				
6.				
Veterinarian Information				
Name: <u>Columbia Veterinary Clinic</u>		Phone: <u>503-397-1928</u>		
Address: <u>150 N 15th St</u>		City/State/Zip: <u>St Helens, OR 97051</u>		
Liability Insurance Information				
Agent's Name: <u>Susan Schibel</u>		Phone: <u>503-538-3159</u>		
Insurance Company: <u>State Farm</u>		Policy No. <span style="background-color: black; color: black;">[REDACTED]</span>		
<i>Attach a copy of the policy indicating applicant is covered while maintaining the described animal(s).</i>				

### AUTHORIZATION

I, Jared, understand that I am applying for an animal facility license to keep the above listed animal(s) at 245 Trillium Street, St. Helens, Oregon. I have read Municipal Code Chapter 6.04 Animal Control Code, and fully understand my obligation as an animal owner and facility operator and agree to comply with the Code and applicable county, state and federal laws. I further understand that this license, if approved, is valid for a period of two years and must be renewed prior to expiration.

[Signature]  
Applicant Signature

8/6/24  
Date Signed

### FOR OFFICE USE ONLY

Date received: <u>8/12/24</u>	Officer assigned: <u>COE Everardo Medina</u>	Date forwarded to City Recorder: <u>9/30/24</u>
Received by: <u>Lisa</u>	Date/Time of inspection: <u>9/10/24, 9:30 am</u>	Council meeting date: <u>11/6/24</u>
Receipt No.: <u>207194484</u>	Officer recommendation: <input checked="" type="checkbox"/> Approve <input type="checkbox"/> Deny	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Dated forwarded to PD: <u>8/30/24</u>		If approved, date license issued:
Forwarded by: <u>Lisa</u>		Expiration date:



Table 1

Species/breed	Name	Sex	Age	County dog license expiration date
Mini Australian Shepherd	Emma	Female	13y	6/30/25
Kelpie/Husky mix	Max	Male	6y	4/22/25
Cat	Tiger	Female	10y	N/A
Cat	Panda	Female	5y	N/A
Cat	Polar	Female	4y	N/A
Cat	Koala	Female	3y	N/A
Cat	Simba	Male	1y	N/A
Chicken	Becky	Female	12w	N/A
Chicken	Rhonda	Female	12w	N/A
Chicken	Leia	Female	12w	N/A
Chicken	Pingu	Female	12w	N/A

# Expense Approval Register

Packet: APPKT01068 - AP 9.27.24



St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
WILCOX	0898211-IN	09/24/2024	FUEL PARKS DEPT	100-708-52022	756.01
PITNEY BOWES BANK INC PU...	09.11.24	09/25/2024	POSTAGE METER	100-715-52001	2,000.00
THE WESTERN AGENCY	09.23.24	09/25/2024	CASE 23TR21109 IN COLLECT...	100-000-36002	6.00
MOLLY MATCHAK	15	09/25/2024	REIMBURSE INSURANCE	100-705-52023	29.43
MOLLY MATCHAK	15	09/25/2024	CUSTODIAL SERVICES	100-705-52023	910.00
MOLLY MATCHAK	15	09/25/2024	CUSTODIAL SERVICES	100-715-52023	822.50
MOLLY MATCHAK	15	09/25/2024	REIMBURSE INSURANCE	100-715-52023	29.43
COLUMBIA COUNTY COMM. ...	20248CSH	09/25/2024	WORK CREW	100-708-52019	1,125.00
CHAVES CONSULTING INC	213938	09/25/2024	MONTHLY USER FEE PER USE...	100-702-52019	185.10
SIERRA SPRINGS	21814586 091424	09/25/2024	WATER BOTTLED COURT / UB..	100-715-52001	31.74
ORKIN	266432344	09/25/2024	PEST CONTROL POLICE	100-705-52023	190.99
ORKIN	266433614	09/25/2024	265 STRAND PEST SERVICE Cl...	100-715-52023	192.99
ORKIN	266433660	09/25/2024	1810 OLD PORTLAND RD PES...	100-705-52023	104.99
QWEST DBA CENTURYLINK A...	3263X201-S-24258	09/25/2024	5163X201S3	100-712-52010	80.33
CENTURY LINK BUSINESS SER...	704491426	09/25/2024	ACCT 88035002	100-712-52010	161.20
WEX BANK	99783303	09/25/2024	POLICE FUEL PURCHASES	100-705-52022	5,634.13
WEX BANK	99783303	09/25/2024	BUILDING FUEL PURCHASES ...	100-711-52022	58.62
ABC TRANSCRIPTION SERVI...	STH0924028	09/25/2024	TRANSCRIPTION SERVICE ST ...	100-702-52019	423.90
<b>Fund 100 - GENERAL FUND Total:</b>					<b>12,742.36</b>
<b>Fund: 202 - COMMUNITY DEVELOPMENT</b>					
MOORE SITE SERVICES LLC	24105	09/24/2024	MECHANICAL SUPPORT MILL...	202-722-52019	5,448.00
KITTELSON & ASSOCIATES INC	0149417	09/25/2024	PROJECT 235440 1ST & ST ST...	202-723-53102	1,292.00
STRATEGIC NETWORKS GRO...	167	09/25/2024	BROADBAND ECONOMIC CA...	202-721-52019	3,085.75
JORDAN RAMIS PC ATTORNE...	225664	09/25/2024	PUBLIC WORKS ENGINEERING	202-723-53102	145.00
MASON BRUCE & GIRARD INC	35237	09/25/2024	PROJECT 0106173-MILTON C...	202-724-52019	442.50
MAUL FOSTER ALONGI INC	61057	09/25/2024	WATERFRONT REDEVELOPM...	202-726-52019	3,876.25
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>14,289.50</b>
<b>Fund: 601 - WATER</b>					
CORE & MAIN	V661106	09/25/2024	MATERIALS	601-731-52001	494.00
<b>Fund 601 - WATER Total:</b>					<b>494.00</b>
<b>Fund: 603 - SEWER</b>					
CORE & MAIN	V620925	09/25/2024	MATERIALS	603-735-52001	1,151.01
CONSOR NORTH AMERICA I...	W233257OR-6	09/25/2024	WASTEWATER COLLECTION ...	603-000-53033	101,000.43
<b>Fund 603 - SEWER Total:</b>					<b>102,151.44</b>
<b>Fund: 703 - PW OPERATIONS</b>					
CARDINAL SERVICES INC	011703	09/24/2024	Temporary Employment	703-739-52019	1,022.40
OREGON OCCUPATIONAL M...	121312	09/25/2024	EXAM	703-734-52019	109.00
COLUMBIA COUNTY COMM. ...	20248CSH	09/25/2024	WORK CREW	703-734-52019	375.00
WEX BANK	99783303	09/25/2024	PW CHEROKEE 5478	703-734-52022	678.15
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>2,184.55</b>
<b>Grand Total:</b>					<b>131,861.85</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	12,742.36
202 - COMMUNITY DEVELOPMENT	14,289.50
601 - WATER	494.00
603 - SEWER	102,151.44
703 - PW OPERATIONS	2,184.55
<b>Grand Total:</b>	<b>131,861.85</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
100-000-36002	Fines - Court	6.00
100-702-52019	Professional Services	609.00
100-705-52022	Fuel	5,634.13
100-705-52023	Facility Maintenance	1,235.41
100-708-52019	Professional Services	1,125.00
100-708-52022	Fuel	756.01
100-711-52022	Fuel	58.62
100-712-52010	Telephone	241.53
100-715-52001	Operating Supplies	2,031.74
100-715-52023	Facility Maintenance	1,044.92
202-721-52019	Professional Services	3,085.75
202-722-52019	Professional Services	5,448.00
202-723-53102	Downtown Infrastructure	1,437.00
202-724-52019	Professional Services	442.50
202-726-52019	Professional Services	3,876.25
601-731-52001	Operating Supplies	494.00
603-000-53033	Sewer Capacity - Profess...	101,000.43
603-735-52001	Operating Supplies	1,151.01
703-734-52019	Professional Services	484.00
703-734-52022	Fuel	678.15
703-739-52019	Professional Services	1,022.40
<b>Grand Total:</b>	<b>131,861.85</b>	

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	131,861.85
<b>Grand Total:</b>	<b>131,861.85</b>

# Expense Approval Register

Packet: APPKT01081 - WAUNA AP 10.7.24



St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 201 - VISITOR TOURISM</b>					
COLUMBIA RIVER PUD	09.20.24 94111	10/07/2024	94111	201-000-52131	195.71
CITY OF ST. HELENS	09.24.24	10/07/2024	01-00178-001 MASONIC BUI...	201-000-52131	61.50
ACE HARDWARE - ST. HELENS	09.31.24 60174	10/07/2024	ACCOUNT 60174 -HALLOWE...	201-000-52028	72.86
ACE PARKING MANAGEMENT..	188073	10/07/2024	50% DEPOSIT FOR SHUTTLE ...	201-000-52039	20,000.00
PEAK ELECTRIC GROUP LLC	29443	10/07/2024	ELECTRICAL WORK	201-000-52039	526.78
EAGLE STAR ROCK PRODUCTS..	403344	10/07/2024	ROCK FOR PARKING AREA -H...	201-000-52028	257.71
SOLV BUSINESS SOLUTIONS	442208	10/07/2024	AP CHECKS	201-000-52039	233.06
DAHLGREN'S DO IT BEST BUI...	5947 5944 5913 5900 5874 5...	10/07/2024	INV 5947 HALLOWEEN TOWN..	201-000-52028	61.35
DAHLGREN'S DO IT BEST BUI...	5947 5944 5913 5900 5874 5...	10/07/2024	INV 5944 HALLOWEEN TOWN..	201-000-52028	22.98
DAHLGREN'S DO IT BEST BUI...	5947 5944 5913 5900 5874 5...	10/07/2024	INV 5913 HALLOWEEN TOWN..	201-000-52028	30.88
DAHLGREN'S DO IT BEST BUI...	5947 5944 5913 5900 5874 5...	10/07/2024	INV 5900 HALLOWEEN TOWN..	201-000-52028	70.37
DAHLGREN'S DO IT BEST BUI...	5947 5944 5913 5900 5874 5...	10/07/2024	INV 5874 HALLOWEEN TOWN..	201-000-52028	44.99
DAHLGREN'S DO IT BEST BUI...	5947 5944 5913 5900 5874 5...	10/07/2024	INV 5879 HALLOWEEN TOWN..	201-000-52028	40.95
<b>Fund 201 - VISITOR TOURISM Total:</b>					<b>21,619.14</b>
<b>Grand Total:</b>					<b>21,619.14</b>

**Fund Summary**

Fund	Expense Amount
201 - VISITOR TOURISM	21,619.14
<b>Grand Total:</b>	<b>21,619.14</b>

**Account Summary**

Account Number	Account Name	Expense Amount
201-000-52028	Projects & Programs	602.09
201-000-52039	Contracted Events-Profe...	20,759.84
201-000-52131	Contracted Building Leas...	257.21
<b>Grand Total:</b>		<b>21,619.14</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	21,619.14
<b>Grand Total:</b>	<b>21,619.14</b>

## Expense Approval Register

Packet: APPKT01079 - AP 10.4.24



St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
CARDINAL SERVICES INC	011599	10/03/2024	TEMPORARY EMPLOYMENT	100-705-52023	69.82
CARDINAL SERVICES INC	011599	10/03/2024	REC/COMMUNITY CENTER	100-705-52023	87.28
CARDINAL SERVICES INC	011599	10/03/2024	JANITORIAL-LIBRARY	100-706-52023	931.00
CARDINAL SERVICES INC	011599	10/03/2024	TEMPORARY EMPLOYMENT-...	100-708-52019	1,044.00
CARDINAL SERVICES INC	011599	10/03/2024	TEMPORARY EMPLOYMENT	100-708-52023	46.55
CARDINAL SERVICES INC	011599	10/03/2024	REC/COMMUNITY CENTER	100-709-52023	87.28
COMCAST	09.21.24	10/03/2024	COMCAST CABLE 877810899...	100-712-52003	1,989.54
HUDSON GARBAGE SERVICE	10.01.24	10/03/2024	2046-1287547	100-705-52023	130.50
HUDSON GARBAGE SERVICE	10.01.24	10/03/2024	2046-1001554	100-706-52003	97.60
HUDSON GARBAGE SERVICE	10.01.24	10/03/2024	2046-1287636	100-708-52023	223.60
HUDSON GARBAGE SERVICE	10.01.24	10/03/2024	2046-1287598	100-708-52023	638.20
HUDSON GARBAGE SERVICE	10.01.24	10/03/2024	2046-71905273	100-709-52023	85.00
HUDSON GARBAGE SERVICE	10.01.24	10/03/2024	2046-1287601	100-715-52023	138.20
HUDSON GARBAGE SERVICE	10.01.24	10/03/2024	2046-1287539	100-715-52023	252.10
SUWANNA KADELL	10.02.24	10/03/2024	RESTITUTION	100-000-21000	25.00
DARRELL L COCHRAN	10.02.24	10/03/2024	REFUND PUBLIC RECORDS R...	100-000-36002	20.00
ERSKINE LAW PRACTICE LLC	10.02.24	10/03/2024	CITY PROSECUTOR SEPT 2024	100-704-52019	9,921.62
MIDWEST TAPE	505937846	10/03/2024	DVD / ABD 2000010011	100-706-52034	95.22
MIDWEST TAPE	505968791	10/03/2024	DVD / ABD 2000010011	100-706-52034	26.99
CINTAS	8406946851	10/03/2024	CITY HALL FIRST AID CABINET...	100-715-52001	79.56
CODE PUBLISHING	GC10015608	10/03/2024	MUNI CODE WEB UPDATE	100-702-52019	343.00
ENVISIONWARE INC	INV-US-72578	10/03/2024	ANNUAL SYSTEM MAINENA...	100-706-52006	722.51
XPRESS SOLUTIONS INC	INV-XPR016486	10/03/2024	CARD TRANSACTION FEES M...	100-707-52020	3,292.94
CIS	PO-STH-I2024-01	10/03/2024	PROPERTY/LIABILITY-NEW PD...	100-705-52097	3,154.16
STEVEN LESKIN	00357	10/04/2024	COURT ATTORNEY FEES	100-704-52019	3,000.00
CARDINAL SERVICES INC	011962	10/04/2024	REC/COMMUNITY CENTER	100-705-52023	58.19
CARDINAL SERVICES INC	011962	10/04/2024	JANITORIAL-LIBRARY	100-706-52023	965.91
CARDINAL SERVICES INC	011962	10/04/2024	TEMPORARY EMPLOYMENT-...	100-708-52019	1,044.00
CARDINAL SERVICES INC	011962	10/04/2024	TEMPORARY EMPLOYMENT	100-708-52023	128.01
CARDINAL SERVICES INC	011962	10/04/2024	TEMPORARY EMPLOYMENT	100-709-52023	128.00
CARDINAL SERVICES INC	011962	10/04/2024	REC/COMMUNITY CENTER	100-709-52023	58.19
DAVID B ROSENGARD	09.24.24	10/04/2024	CLG GRANT REIMBURSEMENT	100-710-52030	17,000.00
STATE OF OREGON CORPOR...	09.30.24	10/04/2024	NOTARY APPLICATION FEE-A...	100-702-52018	40.00
LISA SCHOLL AP	09.30.24	10/04/2024	TRAVEL REIMBURSEMENT O...	100-702-52018	97.00
KATHY PAYNE - AP	09.30.24	10/04/2024	TRAVEL REIMBURSEMENT 20...	100-702-52018	97.00
PETTY CASH-SUZANNE BISH...	09.30.24	10/04/2024	REPLENISH PETTY CASH TILL	100-706-52001	141.96
KOLTEN EDWARDS	10.01.24	10/04/2024	TRAVEL REIMURSEMENT TO ...	100-705-52040	75.50
MATTHEW SMITH AP	10.01.24	10/04/2024	TRAVEL REIMBURSEMENT- M...	100-705-52040	75.50
MATTHEW SMITH AP	10.01.24-2	10/04/2024	REIMBURSEMENT FOR FRAU...	100-705-52040	100.00
BEMIS	11014	10/04/2024	OAMR 2024 ANNUAL CONFE...	100-000-11250	582.50
LAWRENCE COMPANY	16539	10/04/2024	UNEMPLOYMENT SERVICES	100-707-52019	100.00
MORE POWER TECHNOLOGY...	16606	10/04/2024	MICROSOFT 365 BUS STAND...	100-712-52006	2,858.40
ALLSTREAM	20898597	10/04/2024	ALLSTREAM PHONE ACCT 75...	100-712-52010	175.29
CHAVES CONSULTING INC	214280	10/04/2024	MONTHLY USER FEE PER USE...	100-702-52019	185.10
ORKIN	266433475	10/04/2024	265 STRAND PEST SERVICE CI...	100-715-52023	117.99
AT&T MOBILITY	287302289330X09232024	10/04/2024	287302289330 POLICE PHON...	100-705-52010	1,908.12
PEAK ELECTRIC GROUP LLC	28974	10/04/2024	ELECTRICAL WORK LIBRARY	100-706-52023	175.00
DCBS FISCAL SERVICES	317735940	10/04/2024	PENALTIES FOR INSPECTION ...	100-705-52023	8,499.00
SECURE PACIFIC CORPORATI...	42185	10/04/2024	150 S 13TH ST INV # 421188	100-705-52023	109.20
SECURE PACIFIC CORPORATI...	42185	10/04/2024	375 S 18TH ST INV # 421186	100-706-52023	145.68
SECURE PACIFIC CORPORATI...	42185	10/04/2024	475 S 18TH INV# 421187	100-708-52023	147.36
AMY LINDGREN LAW LLC	649	10/04/2024	JUDICIAL SERVICES	100-704-52019	6,275.00
COUNTRY MEDIA INC	718121	10/04/2024	PUBLIC NOTICE	100-710-52011	151.90

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COUNTRY MEDIA INC	718122	10/04/2024	PUBLIC NOTICE	100-710-52011	167.40
VERIZON	9974378952	10/04/2024	CRYSTAL KING 0103	100-701-52010	46.42
VERIZON	9974378952	10/04/2024	HOT SPOT -8190	100-701-52010	47.10
VERIZON	9974378952	10/04/2024	JOHN WALSH 9898	100-701-52010	40.81
VERIZON	9974378952	10/04/2024	MAYOR SCHOLL IPAD 9627	100-703-52001	40.81
VERIZON	9974378952	10/04/2024	PD JETPACK1 - 8886	100-705-52010	40.81
VERIZON	9974378952	10/04/2024	PD JETPACK2 - 8538	100-705-52010	40.81
VERIZON	9974378952	10/04/2024	SUZANNE BISHOP 1313	100-706-52003	41.32
VERIZON	9974378952	10/04/2024	GLORIA BUTSCH HOT SPOT	100-707-52001	40.81
VERIZON	9974378952	10/04/2024	GLORIA BUTSCH 1986	100-707-52001	41.32
VERIZON	9974378952	10/04/2024	CAMERON PAGE 5027	100-708-52010	41.32
VERIZON	9974378952	10/04/2024	TORY SHELBY 6366	100-708-52010	41.32
VERIZON	9974378952	10/04/2024	REC PHONE 5093	100-709-52010	42.19
VERIZON	9974378952	10/04/2024	RECREATION CENTER 1108	100-709-52010	41.32
VERIZON	9974378952	10/04/2024	RECREATION CENTER 6984	100-709-52010	40.81
VERIZON	9974378952	10/04/2024	MIKE DEROIA 2686	100-711-52010	46.42
VERIZON	9974378952	10/04/2024	BUILDING DEPT IPAD 4081	100-711-52010	40.81
VERIZON	9974378952	10/04/2024	Arlo 2 971-668-9722	100-712-52010	40.81
VERIZON	9974378952	10/04/2024	DARIN COX 1016	100-712-52010	46.42
VERIZON	9974378952	10/04/2024	Arlo 1 971-668-9721	100-712-52010	40.81
COLUMBIA COUNTY	AUG 2024	10/04/2024	INSPECTIONS FOR ST. HELENS..	100-711-52015	500.00
COLUMBIA COUNTY SHERIFF...	AUGUST 2024-SHPD	10/04/2024	FIRING RANGE USAGE	100-705-52018	200.00
THE LIBRARY CORPORATION	INV11002524	10/04/2024	ANNUAL LIBRARY SOLUTIONS..	100-706-52032	8,945.87
L.N CURTIS AND SONS	INV867329	10/04/2024	POLICE UNIFORMS	100-705-52102	829.13
L.N CURTIS AND SONS	INV867609	10/04/2024	POLICE UNIFORMS	100-705-52102	373.99
COLUMBIA COUNTY	JULY 2024	10/04/2024	INSPECTIONS FOR ST. HELENS..	100-711-52015	40.00
ABC TRANSCRIPTION SERVI...	STH0924029	10/04/2024	TR	100-702-52019	699.30
ABC TRANSCRIPTION SERVI...	STH0924030	10/04/2024	TRANSCRIPTION SERVICE CIT...	100-702-52019	1,062.60
RUBENS LAWN SERVICE	0007005	10/07/2024	MONTHLY LAWN SERVICE	100-705-52023	80.00
CARDINAL SERVICES INC	012058	10/07/2024	TEMPORARY EMPLOYMENT	100-708-52019	835.20
CULLIGAN	0827011	10/07/2024	BOTTLED WATER POLICE	100-705-52019	137.45
OREGON PATROL SERVICE	10445	10/07/2024	COURT SERVICES	100-704-52019	984.00
RICOH USA INC	108596643	10/07/2024	POLICE EQUIPMENT LEASE 1...	100-705-52001	245.90
LIFELINE TRAINING LTD	119347	10/07/2024	ADVANCED PATROL TACTICS	100-705-52018	597.00
ULINE	182873481	10/07/2024	KRAFT PAPER	100-705-52001	52.50
COMCAST BUSINESS	219743230	10/07/2024	FIBER INTERNET ACCT 93457...	100-712-52003	4,861.52
TRUIVIEW BSI	7200078759	10/07/2024	REPORT CHARGES	100-702-52019	183.98
CINTAS	8407037026	10/07/2024	PARKS FIRST AID CABINET SE...	100-708-52001	116.26
CINTAS	8407037027	10/07/2024	CITY HALL FIRST AID CABINET...	100-715-52001	180.91
L.N CURTIS AND SONS	INV809274	10/07/2024	POLICE UNIFORMS	100-705-52002	129.00
<b>Fund 100 - GENERAL FUND Total:</b>					<b>89,965.92</b>
<b>Fund: 201 - VISITOR TOURISM</b>					
STOLL STOLL BERNE LOKTING...	10.01.24	10/07/2024	ST HELENS-E2C MEDIATION	201-000-52019	7,500.00
EVA GEOZOS	10.04.24	10/07/2024	REFUND 2024 HALLOWEEN ...	201-000-52028	550.00
<b>Fund 201 - VISITOR TOURISM Total:</b>					<b>8,050.00</b>
<b>Fund: 202 - COMMUNITY DEVELOPMENT</b>					
TRAVEL INFORMATION COU...	116667	10/04/2024	NATL DOWNTOWN HISTORIC...	202-721-52019	245.00
TRAVEL INFORMATION COU...	116668	10/04/2024	COLUMBIA VIEW AMPHITHE...	202-721-52019	245.00
OREGON PATROL SERVICE	10438	10/07/2024	OFFICER ON PREMISES-ST H...	202-722-52019	4,795.20
HAMER ELECTRIC INC	6794	10/07/2024	WIRING REPAIR-SECOND EFF...	202-722-52019	14,450.00
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>19,735.20</b>
<b>Fund: 203 - COMMUNITY ENHANCEMENT</b>					
CARDINAL SERVICES INC	011599	10/03/2024	TEMPORARY EMPLOYMENT-...	203-709-52028	1,251.81
CARDINAL SERVICES INC	011962	10/04/2024	TEMPORARY EMPLOYMENT-...	203-709-52028	1,256.95
<b>Fund 203 - COMMUNITY ENHANCEMENT Total:</b>					<b>2,508.76</b>
<b>Fund: 601 - WATER</b>					
CITY OF COLUMBIA CITY	09.26.24	10/03/2024	001754-001	601-732-52003	90.98
TYLER HILLS	10.03.24	10/04/2024	REIMBURSEMENT FOR WAT...	601-732-52018	168.50
SECURE PACIFIC CORPORATI...	42185	10/04/2024	1215 4TH PL INV #421190	601-732-52023	181.98

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON	9974378952	10/04/2024	WFF CREW 1914	601-732-52010	69.42
NORTHSTAR CHEMICAL	293563	10/07/2024	SODIUM HYPOCHLORITE 12....	601-732-52083	2,034.45
LAWRENCE OIL COMPANY	CSFI-23173	10/07/2024	247752 WATER	601-732-52022	110.06
CORE & MAIN	U571447	10/07/2024	MATERIALS	601-731-52001	2,326.07
<b>Fund 601 - WATER Total:</b>					<b>4,981.46</b>

**Fund: 603 - SEWER**

CARDINAL SERVICES INC	011599	10/03/2024	JANITORIAL-WWTP	603-736-52023	23.28
CARDINAL SERVICES INC	011599	10/03/2024	JANITORIAL-WWTP	603-737-52023	23.28
COLUMBIA RIVER PUD	10.01.24 38633	10/03/2024	38633 594 S 9 ST POWER	603-737-52003	11,733.35
HUDSON GARBAGE SERVICE	10.01.24	10/03/2024	2046-1008333	603-736-52023	178.30
HUDSON GARBAGE SERVICE	10.01.24	10/03/2024	2046-1008333	603-737-52023	178.30
CARDINAL SERVICES INC	011962	10/04/2024	JANITORIAL-WWTP	603-736-52023	23.28
CARDINAL SERVICES INC	011962	10/04/2024	JANITORIAL-WWTP	603-737-52023	23.28
ALLSTREAM	20898597	10/04/2024	ALLSTREAM PHONE ACCT 75...	603-736-52010	87.64
ALLSTREAM	20898597	10/04/2024	ALLSTREAM PHONE ACCT 75...	603-737-52010	87.64
SECURE PACIFIC CORPORATI...	42185	10/04/2024	451 PLYMOUTH ST INV # 421...	603-736-52023	54.53
SECURE PACIFIC CORPORATI...	42185	10/04/2024	451 PLYMOUTH ST INV # 421...	603-737-52023	54.52
COLUMBIA COUNTY TRANSF...	8645	10/04/2024	DUMP FEES ACCT 0017	603-738-52001	1.10
VERIZON	9974378952	10/04/2024	SAM ORTIZ 1801	603-736-52010	13.76
VERIZON	9974378952	10/04/2024	TYLER HILLS 6492	603-736-52010	13.76
VERIZON	9974378952	10/04/2024	AARON KUNDERS 6376	603-736-52010	13.77
VERIZON	9974378952	10/04/2024	TYLER HILLS 6492	603-737-52010	13.77
VERIZON	9974378952	10/04/2024	SAM ORTIZ 1801	603-737-52010	13.79
VERIZON	9974378952	10/04/2024	AARON KUNDERS 6376	603-737-52010	13.76
VERIZON	9974378952	10/04/2024	TYLER HILLS 6492	603-738-52010	13.79
VERIZON	9974378952	10/04/2024	AARON KUNDERS 6376	603-738-52010	13.79
VERIZON	9974378952	10/04/2024	SAM ORTIZ 1801	603-738-52010	13.77
COLUMBIA PACIFIC EDD	0047	10/07/2024	GRANT ADMIN OCT -DEC 20...	603-000-53033	1,662.50
<b>Fund 603 - SEWER Total:</b>					<b>14,254.96</b>

**Fund: 703 - PW OPERATIONS**

CARDINAL SERVICES INC	011599	10/03/2024	TEMPORARY EMPLOYMENT	703-739-52019	664.56
LANDMARK INNOVATIONS	090894	10/03/2024	KEYS FOR MANLIFT	703-739-52001	69.94
HUDSON GARBAGE SERVICE	10.01.24	10/03/2024	2046-1287555	703-734-52023	105.60
LANDMARK INNOVATIONS	26191	10/03/2024	ANNUAL INSPECTION-BOOM ...	703-734-52019	558.29
SECURE PACIFIC CORPORATI...	42185	10/04/2024	984 OR ST INV # 421185	703-734-52023	108.99
COLUMBIA COUNTY TRANSF...	8645	10/04/2024	DUMP FEES ACCT 0017	703-734-52023	13.19
VERIZON	9974378952	10/04/2024	ENGINEERING IPHONE 1068	703-733-52010	41.32
VERIZON	9974378952	10/04/2024	TIM UNDERWOOD 8524	703-733-52010	41.32
VERIZON	9974378952	10/04/2024	PW CONSTRUCTION INSPEC...	703-733-52010	40.81
VERIZON	9974378952	10/04/2024	SHARON DARROUX 0813	703-733-52010	74.53
VERIZON	9974378952	10/04/2024	PW OPERATIONS 3856	703-734-52010	40.81
VERIZON	9974378952	10/04/2024	MOUHAMAD ZAHER 3068	703-734-52010	61.19
VERIZON	9974378952	10/04/2024	PW SPARE 4 - 8741	703-734-52010	40.81
VERIZON	9974378952	10/04/2024	DAVE ELDER 8523	703-734-52010	41.32
VERIZON	9974378952	10/04/2024	PW FACILITY MAINTENANCE...	703-734-52010	40.81
VERIZON	9974378952	10/04/2024	JULIAN ZIRKLE 6229	703-734-52010	41.32
VERIZON	9974378952	10/04/2024	SCOTT HARRINGTON 8048	703-734-52010	23.84
VERIZON	9974378952	10/04/2024	PW ENGINEERING 0940	703-734-52010	40.81
VERIZON	9974378952	10/04/2024	CURT LEMONT-2217	703-734-52010	41.32
VERIZON	9974378952	10/04/2024	ALEX BIRD - 9081	703-734-52010	40.81
VERIZON	9974378952	10/04/2024	BUCK TUPPER 3371	703-734-52010	46.42
VERIZON	9974378952	10/04/2024	SCOTT WILLIAMS 0621	703-734-52010	41.32
VERIZON	9974378952	10/04/2024	PW UTILITY 1 - 9922	703-734-52010	40.81
VERIZON	9974378952	10/04/2024	PW UTILITY 2 - 9923	703-734-52010	40.81
VERIZON	9974378952	10/04/2024	PW UTILITY 3 - 9924	703-734-52010	40.81
VERIZON	9974378952	10/04/2024	ROGER STAUFFER 9662	703-734-52010	41.32
VERIZON	9974378952	10/04/2024	RYAN POWERS 7116	703-734-52010	41.32
VERIZON	9974378952	10/04/2024	ETHAN STERLING 6282	703-734-52010	41.32
VERIZON	9974378952	10/04/2024	ALEX BIRD 2000	703-734-52010	41.32
VERIZON	9974378952	10/04/2024	BRETT LONG 3607	703-734-52010	41.32



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Packet: APPKT03 Item #17. 24

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LAWRENCE OIL COMPANY	070363	10/07/2024	247750 PUBLIC WORKS	703-734-52022	340.00
CINTAS	8407037025	10/07/2024	FIRST AID CABINET SERVICE	703-734-52019	88.43
LAWRENCE OIL COMPANY	CSFI-23173	10/07/2024	247750 PUBLIC WORKS	703-734-52022	35.77
LAWRENCE OIL COMPANY	CSFI-23173	10/07/2024	247748 PUBLIC WORKS	703-734-52022	792.84
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>3,805.40</b>
<b>Grand Total:</b>					<b>143,301.70</b>

**Fund Summary**

Fund	Expense Amount
100 - GENERAL FUND	89,965.92
201 - VISITOR TOURISM	8,050.00
202 - COMMUNITY DEVELOPMENT	19,735.20
203 - COMMUNITY ENHANCEMENT	2,508.76
601 - WATER	4,981.46
603 - SEWER	14,254.96
703 - PW OPERATIONS	3,805.40
<b>Grand Total:</b>	<b>143,301.70</b>

**Account Summary**

Account Number	Account Name	Expense Amount
100-000-11250	Committee Support Rei...	582.50
100-000-21000	Court - Restitution	25.00
100-000-36002	Fines - Court	20.00
100-701-52010	Telephone	134.33
100-702-52018	Professional Developme...	234.00
100-702-52019	Professional Services	2,473.98
100-703-52001	Operating Supplies	40.81
100-704-52019	Professional Services	20,180.62
100-705-52001	Operating Supplies	298.40
100-705-52002	Personnel Uniforms Equ...	129.00
100-705-52010	Telephone	1,989.74
100-705-52018	Professional Developme...	797.00
100-705-52019	Professional Services	137.45
100-705-52023	Facility Maintenance	9,033.99
100-705-52040	Special Investigations	251.00
100-705-52097	Enterprise Fleet	3,154.16
100-705-52102	New Hire Equipment	1,203.12
100-706-52001	Operating Supplies	141.96
100-706-52003	Utilities	138.92
100-706-52006	Computer Maintenance	722.51
100-706-52023	Facility Maintenance	2,217.59
100-706-52032	Digital Resources	8,945.87
100-706-52034	Visual Materials	122.21
100-707-52001	Operating Supplies	82.13
100-707-52019	Professional Services	100.00
100-707-52020	Bank Service Fees	3,292.94
100-708-52001	Operating Supplies	116.26
100-708-52010	Telephone	82.64
100-708-52019	Professional Services	2,923.20
100-708-52023	Facility Maintenance	1,183.72
100-709-52010	Telephone	124.32
100-709-52023	Facility Maintenance	358.47
100-710-52011	Public Information	319.30
100-710-52030	CLG	17,000.00
100-711-52010	Telephone	87.23
100-711-52015	Intergovernmental Servi...	540.00
100-712-52003	Utilities	6,851.06
100-712-52006	Computer Maintenance	2,858.40
100-712-52010	Telephone	303.33
100-715-52001	Operating Supplies	260.47
100-715-52023	Facility Maintenance	508.29
201-000-52019	Professional Services	7,500.00
201-000-52028	Projects & Programs	550.00
202-721-52019	Professional Services	490.00
202-722-52019	Professional Services	19,245.20
203-709-52028	Projects & Programs	2,508.76
601-731-52001	Operating Supplies	2,326.07
601-732-52003	Utilities	90.98

**Account Summary**

Account Number	Account Name	Expense Amount
601-732-52010	Telephone	69.42
601-732-52018	Professional Developme...	168.50
601-732-52022	Fuel	110.06
601-732-52023	Facility Maintenance	181.98
601-732-52083	Chemicals	2,034.45
603-000-53033	Sewer Capacity - Profess...	1,662.50
603-736-52010	Telephone	128.93
603-736-52023	Facility Maintenance	279.39
603-737-52003	Utilities	11,733.35
603-737-52010	Telephone	128.96
603-737-52023	Facility Maintenance	279.38
603-738-52001	Operating Supplies	1.10
603-738-52010	Telephone	41.35
703-733-52010	Telephone	197.98
703-734-52010	Telephone	829.81
703-734-52019	Professional Services	646.72
703-734-52022	Fuel	1,168.61
703-734-52023	Facility Maintenance	227.78
703-739-52001	Operating Supplies	69.94
703-739-52019	Professional Services	664.56
	<b>Grand Total:</b>	<b>143,301.70</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	143,301.70
	<b>Grand Total:</b>
	<b>143,301.70</b>

# Expense Approval Register

Packet: APPKT01085 - AP 10.11.24



St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
RUBENS LAWN SERVICE	0007085	06/30/2024	MONTHLY LAWN SERVICE	100-705-52023	80.00
TYLER TECHNOLOGIES INC	025-481532	10/10/2024	INSITE TRAN FEE UB 07.01.24...	100-707-52019	1,172.50
TYLER TECHNOLOGIES INC	025-481968	10/10/2024	UB NOTIFICATION CALLS	100-707-52019	27.50
PATH POINT MERCHANT SER...	09.01.24-09.30.24 3040	10/10/2024	GENERAL SERVICE MERCHANT...	100-707-52020	364.57
PATH POINT MERCHANT SER...	09.01.24-09.30.24 4520	10/10/2024	UTILITY BILLING MERCHANT ...	100-707-52020	2,440.48
PORTLAND GENERAL ELECTR...	09.06.24-10.07.24	10/10/2024	0153585940 1820 OLD PORT...	100-705-52003	272.78
WILCOX	0901397-IN	10/10/2024	FUEL PARKS DEPT	100-708-52022	712.50
MAILBOXES NORTHWEST	10.04.24	10/10/2024	POSTAGE 2801 ACCT 1 PD	100-705-52001	38.47
CITY OF SCAPPOOSE	10.08.24	10/10/2024	CITY COUNTY DINNER 10.22....	100-701-52018	27.00
LISA SCHOLL AP	10.08.24	10/10/2024	REMAINING TRAVEL REIMBU...	100-702-52018	36.00
KATHY PAYNE - AP	10.08.24	10/10/2024	REMAINING TRAVEL REIMUR...	100-702-52018	36.00
CITY OF SCAPPOOSE	10.08.24	10/10/2024	CITY COUNTY DINNER 10.22....	100-703-52018	81.00
PETTY CASH - JENNIFER JOH...	10.7.24	10/10/2024	PETTY CASH	100-715-52001	234.64
LIBRARY IDEAS LLC	115474	06/30/2024	FREGAL MUSIC & STREAMI...	100-706-52032	4,220.00
KEY CODE MEDIA INC	120951	10/10/2024	ADD SPEAKERS	100-712-52019	700.00
KEY CODE MEDIA INC	121376	10/10/2024	INSTALLATION OF ADDED SP...	100-712-52019	1,575.00
METRO PLANNING INC	6379	10/10/2024	WEB GIS	100-710-52001	62.50
EZ OPS LLC	7	10/10/2024	CAR WASH TOKENS	100-705-52001	837.00
INGRAM LIBRARY SERVICES	83570695	10/10/2024	BOOKS 20C7921	100-706-52033	123.38
INGRAM LIBRARY SERVICES	83570696	10/10/2024	BOOKS 20C7921	100-706-52033	99.52
INGRAM LIBRARY SERVICES	83725192	10/10/2024	BOOKS 20C7921	100-706-52033	16.13
INGRAM LIBRARY SERVICES	83725193	10/10/2024	BOOKS 20C7921	100-706-52033	11.33
INGRAM LIBRARY SERVICES	83725194	10/10/2024	BOOKS 20C7921	100-706-52033	15.98
INGRAM LIBRARY SERVICES	83725196	10/10/2024	BOOKS 20C7921	100-706-52033	67.89
INGRAM LIBRARY SERVICES	83725197	10/10/2024	BOOKS 20C7921	100-706-52033	8.49
INGRAM LIBRARY SERVICES	83725198	10/10/2024	BOOKS 20C7921	100-706-52033	7.74
INGRAM LIBRARY SERVICES	83725199	10/10/2024	BOOKS 20C7921	100-706-52033	315.04
METRO PRESORT	IN671227	10/10/2024	UB BILL PRINTING	100-707-52008	1,683.98
METRO PRESORT	IN671227	10/10/2024	UB BILL PRINTING -POSTAGE	100-707-52009	3,180.45
THE LIBRARY CORPORATION	INV11002596	06/30/2024	2024 TLCU CONFERENCE REG...	100-706-52032	149.00
A + ENGRAVING LLC	1538	10/09/2024	PLAQUE FOR PLANNING CO...	100-703-52001	48.00
QUILL	40549784	10/09/2024	WYPALL WIPERS	100-708-52001	235.98
QUILL	40550160	10/09/2024	SUPPLIES	100-708-52001	1,266.36
QUILL	40554934	10/09/2024	TOILET CLEANER	100-708-52001	30.36
QUILL	40554943	10/09/2024	SOAP	100-708-52001	175.96
MIDWEST TAPE	506033642	10/09/2024	DVD / ABD 2000010011	100-706-52035	41.23
INGRAM LIBRARY SERVICES	83725195	10/09/2024	BOOKS 20C7921	100-706-52033	18.93
NET ASSETS CORPORATION	95-202409	10/09/2024	ESCROW TITLE SERVICES	100-707-52019	347.00
<b>Fund 100 - GENERAL FUND Total:</b>					<b>20,760.69</b>
<b>Fund: 202 - COMMUNITY DEVELOPMENT</b>					
OTAK INC	000072400261	10/10/2024	1ST AND STRAND ST P 01982...	202-723-53102	9,766.75
OTAK INC	00092400236	10/10/2024	1ST AND STRAND ST P 01982...	202-723-53102	6,088.46
PORTLAND GENERAL ELECTR...	09.06.24-10.07.24	10/10/2024	7357701000 1300 KASTER RD	202-722-52003	23.16
PORTLAND GENERAL ELECTR...	09.06.24-10.07.24	10/10/2024	8863163302 1300 KASTER RD	202-722-52003	45.78
PORTLAND GENERAL ELECTR...	09.06.24-10.07.24	10/10/2024	1650931000 1300 KASTER RD	202-722-52003	22.63
PORTLAND GENERAL ELECTR...	09.06.24-10.07.24	10/10/2024	1277060585 1300 KASTER RD	202-722-52003	149.99
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>16,096.77</b>
<b>Fund: 205 - STREETS</b>					
PORTLAND GENERAL ELECTR...	09.06.24-10.07.24	10/10/2024	4854421000 STREET LIGHTI...	205-000-52003	60.25
<b>Fund 205 - STREETS Total:</b>					<b>60.25</b>
<b>Fund: 601 - WATER</b>					
BEAVER BARK	09.30.24	10/10/2024	FIR BARK	601-731-52001	140.00

Expense Approval Register

Packet: APPKT010 Item #17. 24

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CORE & MAIN	INV0010425	10/09/2024	HATCH LAMP ASSEMBLY	601-732-52001	330.60
				<b>Fund 601 - WATER Total:</b>	<b>470.60</b>
<b>Fund: 703 - PW OPERATIONS</b>					
COLUMBIA RIVER FIRE AND ...	10.03.24	10/10/2024	SHARED COST JOINT MAINT ...	703-739-52099	572.18
OREGON OCCUPATIONAL M...	121681	10/10/2024	EXAM	703-734-52019	109.00
METRO PLANNING INC	6379	10/10/2024	WEB GIS	703-733-52019	87.50
GENERAL EQUIPMENT COM...	90448	06/30/2024	REBUILD PUMP AND ASSEMB...	703-739-53701	34,693.91
				<b>Fund 703 - PW OPERATIONS Total:</b>	<b>35,462.59</b>
				<b>Grand Total:</b>	<b>72,850.90</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	20,760.69
202 - COMMUNITY DEVELOPMENT	16,096.77
205 - STREETS	60.25
601 - WATER	470.60
703 - PW OPERATIONS	35,462.59
<b>Grand Total:</b>	<b>72,850.90</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
100-701-52018	Professional Developme...	27.00
100-702-52018	Professional Developme...	72.00
100-703-52001	Operating Supplies	48.00
100-703-52018	Professional Developme...	81.00
100-705-52001	Operating Supplies	875.47
100-705-52003	Utilities	272.78
100-705-52023	Facility Maintenance	80.00
100-706-52032	Digital Resources	4,369.00
100-706-52033	Printed Materials	684.43
100-706-52035	Audio Materials	41.23
100-707-52008	Printing	1,683.98
100-707-52009	Postage	3,180.45
100-707-52019	Professional Services	1,547.00
100-707-52020	Bank Service Fees	2,805.05
100-708-52001	Operating Supplies	1,708.66
100-708-52022	Fuel	712.50
100-710-52001	Operating Supplies	62.50
100-712-52019	Professional Services	2,275.00
100-715-52001	Operating Supplies	234.64
202-722-52003	Utilities	241.56
202-723-53102	Downtown Infrastructure	15,855.21
205-000-52003	Utilities	60.25
601-731-52001	Operating Supplies	140.00
601-732-52001	Operating Supplies	330.60
703-733-52019	Professional Services	87.50
703-734-52019	Professional Services	109.00
703-739-52099	Equipment Operations	572.18
703-739-53701	EQUIPMENT PURCHASES	34,693.91
<b>Grand Total:</b>	<b>72,850.90</b>	

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	72,850.90
<b>Grand Total:</b>	<b>72,850.90</b>

# Expense Approval Register

Packet: APPKT01084 - Wauna AP 10.11.24



St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 201 - VISITOR TOURISM</b>					
PROFESSIONAL MARINERS S...	COSH001	10/10/2024	DOCUMENTATION PROJECT ...	201-000-52019	547.67
UNITED FIRE INC	00177583	10/08/2024	ANNUAL FIRE EXTINGUISHER...	201-000-52131	360.00
BLACKBALL ENTERTAINMENT ..	30852	10/08/2024	#206965: SPIRIT OF HALLOW...	201-000-52028	45,000.00
<b>Fund 201 - VISITOR TOURISM Total:</b>					<b>45,907.67</b>
<b>Grand Total:</b>					<b>45,907.67</b>

**Fund Summary**

Fund	Expense Amount
201 - VISITOR TOURISM	45,907.67
<b>Grand Total:</b>	<b>45,907.67</b>

**Account Summary**

Account Number	Account Name	Expense Amount
201-000-52019	Professional Services	547.67
201-000-52028	Projects & Programs	45,000.00
201-000-52131	Contracted Building Leas...	360.00
<b>Grand Total:</b>		<b>45,907.67</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	45,907.67
<b>Grand Total:</b>	<b>45,907.67</b>



# Expense Approval Register

Packet: APPKT01093 - Court AP 10.16.24



St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
Wallis, Brenda Jean	INV0007379	10/11/2024	Bail Refund Wallis, Brenda Je...	100-000-20200	531.25
Jones, Andrew Lee	INV0007380	10/11/2024	Bail Refund - Jones, Andrew ...	100-000-20200	295.00
Jensen, Gary	INV0007374	10/07/2024	Bail Refund - Jensen, Gary	100-000-20200	650.00
Boring, Makesia Judith Ann	INV0007375	10/07/2024	Bail Refund - Boring, Makesia...	100-000-20200	760.00
<b>Fund 100 - GENERAL FUND Total:</b>					<b>2,236.25</b>
<b>Grand Total:</b>					<b>2,236.25</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	2,236.25
<b>Grand Total:</b>	<b>2,236.25</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
100-000-20200	Court - Bail	2,236.25
<b>Grand Total:</b>		<b>2,236.25</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	2,236.25
<b>Grand Total:</b>	<b>2,236.25</b>

# Expense Approval Register

Packet: APPKT01091 - AP 10.18.24



St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
COLUMBIA COUNTY TREASU...	09.24.24	10/16/2024	COUNTY ASSESSMENT	100-000-20900	510.15
COLUMBIA COUNTY TREASU...	09.24.24	10/16/2024	CITY COURT COSTS DEDUCT...	100-000-36002	-51.01
CENTURY LINK	09.26.24 333822307	10/16/2024	966B	100-712-52010	338.14
OREGON DEPARTMENT OF R...	10.14.24	10/16/2024	STATE DUII CONVICTION FEE	100-000-20800	66.00
OREGON DEPARTMENT OF R...	10.14.24	10/16/2024	STATE DUII DIVERSION	100-000-20800	405.00
OREGON DEPARTMENT OF R...	10.14.24	10/16/2024	STATE VIOLATION	100-000-20800	1,437.25
OREGON DEPARTMENT OF R...	10.14.24	10/16/2024	STATE MISD	100-000-20800	337.79
OREGON DEPARTMENT OF R...	10.14.24	10/16/2024	STATE	100-000-20800	50.00
BIO-MED TESTING SERVICES ...	109691	10/16/2024	PRE EMPLOYMENT TEST	100-702-52014	50.00
NATIONAL TESTING NETWO...	16465	10/16/2024	GENERAL SERVICE MERCHAN...	100-702-52014	350.00
WILLEMSE GLASS	37846	10/16/2024	GLASS	100-708-52023	262.12
SHRED-IT C/O STERICYCLE INC	8008543043	10/16/2024	CITY HALL SHRED SERVICE	100-715-52001	118.01
SHRED-IT C/O STERICYCLE INC	8008595268	10/16/2024	POLICE DEPT SHRED SERVICE	100-705-52019	89.76
VERIZON	9975158078	10/16/2024	CELL SERVICE ACCT 2420601...	100-712-52010	170.11
CARDINAL SERVICES INC	012688	10/17/2024	TEMPORARY EMPLOYMENT	100-705-52023	194.82
CARDINAL SERVICES INC	012688	10/17/2024	JANITORIAL-LIBRARY	100-706-52023	252.12
CARDINAL SERVICES INC	012688	10/17/2024	TEMPORARY EMPLOYMENT	100-708-52023	28.65
CARDINAL SERVICES INC	012688	10/17/2024	TEMPORARY EMPLOYMENT	100-709-52023	51.57
CARDINAL SERVICES INC	013037	10/17/2024	TEMPORARY EMPLOYMENT	100-705-52023	395.68
CARDINAL SERVICES INC	013037	10/17/2024	JANITORIAL-LIBRARY	100-706-52023	512.05
CARDINAL SERVICES INC	013037	10/17/2024	TEMPORARY EMPLOYMENT	100-708-52023	58.19
CARDINAL SERVICES INC	013037	10/17/2024	TEMPORARY EMPLOYMENT	100-709-52023	104.74
PATI RUIZ -	09.07.24	10/17/2024	TRAVEL REIMBURSEMENT CIJ...	100-705-52018	16.50
BROOKE SISCO	09.27.24	10/17/2024	PLANNING COMMISSION STI...	100-710-52087	60.00
CHARLES FREDERICK CASTNER	09.27.24	10/17/2024	PLANNING COMMISSION STI...	100-710-52087	30.00
GINNY CARLSON	09.27.24	10/17/2024	PLANNING COMMISSION STI...	100-710-52087	60.00
DAVID B ROSENGARD	09.27.24	10/17/2024	PLANNING COMMISSION STI...	100-710-52087	30.00
SCOTT JACOBSON	09.27.24	10/17/2024	PLANNING COMMISSION STI...	100-710-52087	60.00
DAN CARY	09.27.24	10/17/2024	PLANNING COMMISSION STI...	100-710-52087	60.00
JENNIFER ANN SHOEMAKER	09.27.24	10/17/2024	PLANNING COMMISSION STI...	100-710-52087	30.00
ACE HARDWARE - ST. HELENS	09.30.24 60176	10/17/2024	MATERIALS ACE ACCT 60176 ...	100-708-52023	80.97
ACE HARDWARE - ST. HELENS	09.30.24 60176	10/17/2024	MATERIALS ACE ACCT 60176 ...	100-708-52023	-11.30
ACE HARDWARE - ST. HELENS	09.30.24 60180	10/17/2024	MATERIALS ACE ACCT 60180	100-705-52023	19.98
ACE HARDWARE - ST. HELENS	09.30.24 60181	10/17/2024	ACE MATERIALS ACCT 60181	100-708-52047	48.86
CENTURY LINK	10.03.24 333737305	10/17/2024	503-366-1101	100-712-52010	37.42
CENTURY LINK	10.03.24 333737305	10/17/2024	503-366-1257	100-712-52010	37.42
CENTURY LINK	10.03.24 333737305	10/17/2024	503-366-1103	100-712-52010	33.77
CENTURY LINK	10.03.24 333737305	10/17/2024	503-366-2856	100-712-52010	78.56
CENTURY LINK	10.03.24 333737305	10/17/2024	503-366-3448	100-712-52010	33.77
CENTURY LINK	10.03.24 333737305	10/17/2024	503-366-8200	100-712-52010	33.97
CENTURY LINK	10.03.24 333737305	10/17/2024	503-397-0422	100-712-52010	37.42
CENTURY LINK	10.03.24 333737305	10/17/2024	503-397-0619	100-712-52010	33.77
CENTURY LINK	10.03.24 333737305	10/17/2024	503-397-1426	100-712-52010	37.42
CENTURY LINK	10.03.24 333737305	10/17/2024	PHONE BILLINGS	100-712-52010	891.18
CENTURY LINK	10.06.24 333899231	10/17/2024	632B	100-712-52010	43.33
STEVEN ANDREW TODD	10.08.24	10/17/2024	PREPARATION COURT TRIAL ...	100-704-52019	450.00
NW NATURAL GAS	10.10.24	10/17/2024	5638	100-705-52003	50.14
NW NATURAL GAS	10.10.24	10/17/2024	7673	100-706-52003	263.23
NW NATURAL GAS	10.10.24	10/17/2024	8563	100-708-52003	25.06
NW NATURAL GAS	10.10.24	10/17/2024	3047	100-708-52003	25.63
NW NATURAL GAS	10.10.24	10/17/2024	0109	100-709-52003	2.68
NW NATURAL GAS	10.10.24	10/17/2024	6430	100-709-52003	50.14
NW NATURAL GAS	10.10.24	10/17/2024	2848	100-715-52003	38.69

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NW NATURAL GAS	10.10.24	10/17/2024	5285	100-715-52003	19.21
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	150 S 13 ST POLICE STATION ...	100-705-52003	425.16
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	150 S 13TH ST- POLICE	100-705-52003	103.34
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	375 S 18TH ST COLUMBIA CE...	100-706-52003	920.40
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	200 N RIVER ST - GREY CLIFFS...	100-708-52003	41.20
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	50 PLAZA SQ- PLAZA OUTLETS	100-708-52003	53.46
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	162 MCMICHAEL ST - CAMPB...	100-708-52003	611.94
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	475 S 18TH ST	100-708-52003	74.07
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	475 S 18 ST METER 10220167	100-708-52003	75.16
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	299 N 6TH ST - PARKS	100-708-52003	36.36
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	264 STRAND ST- COL VIEW P...	100-708-52003	29.06
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	475 S 18TH ST- MCCORMICK ...	100-708-52003	40.73
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	475 S 18TH ST	100-708-52003	26.71
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	200 N 7TH ST - PARK	100-708-52003	36.67
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	475 S 18TH ST - MCCORMICK...	100-708-52003	883.71
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	264 STRAND ST- COL VIEW P...	100-708-52046	29.09
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	265 STRAND ST. - DOCKS	100-708-52046	167.13
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	264 STRAND ST- PARKS/ GAZ...	100-708-52046	48.77
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	2625 GABLE RD REC CENTER	100-709-52003	239.35
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	265 STRAND ST- CITY HALL ...	100-715-52003	134.81
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	275 STRAND ST- CITY HALL U...	100-715-52003	89.21
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	277 STRAND ST- CITY HALL U...	100-715-52003	70.33
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	265 STRAND ST- CITY HALL ...	100-715-52003	364.27
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	277 STRAND ST -	100-715-52003	36.67
KOLTEN EDWARDS	10.14.24	10/17/2024	TRAVEL REIMBURSEMENT- ...	100-705-52018	161.00
JENNIFER JOHNSON	10.16.24	10/17/2024	TRAVEL REIMBURSEMENT - T...	100-707-52018	62.58
JAMIE EDWARDS	10.16.24	10/17/2024	TRAVEL REIMBURSEMENT E...	100-707-52018	61.37
PITNEY BOWES INC	1026191376	10/17/2024	INK PAD REPLACEMENT KIT-...	100-715-52001	114.75
MORE POWER TECHNOLOGY...	16666	10/17/2024	RMS ELECTRICAL WORK	100-705-52115	748.88
ULINE	1828734819	10/17/2024	30 LB KRAFT PAPER ROLL	100-705-52001	52.50
ORKIN	268076224	10/17/2024	PEST CONTROL POLICE	100-705-52023	190.99
ORKIN	268077541	10/17/2024	1810 OLD PORTLAND RD PES...	100-705-52023	192.99
ORKIN	268077542	10/17/2024	1810 OLD PORTLAND RD PES...	100-705-52023	104.99
ORKIN	268078453	10/17/2024	375 S 18TH ST LIBRARY	100-706-52023	150.00
ECONORTHWEST	30128	10/17/2024	ST HELENS ECONOMIC OPPO...	100-710-52028	7,052.14
STAPLES BUSINESS CREDIT	7002311605	10/17/2024	OFFICE SUPPLES	100-707-52001	30.62
STAPLES BUSINESS CREDIT	7002311605	10/17/2024	OFFICE SUPPLES	100-711-52001	1.48
STAPLES BUSINESS CREDIT	7002311605	10/17/2024	OFFICE SUPPLES	100-715-52001	102.61
COMMUNICATIONS NORTH...	81533	10/17/2024	EARPIECE	100-705-52086	1,295.82
TROTTER & MORTON FACILI...	82581	10/17/2024	C10000 MAINTENANCE AGR...	100-715-52023	296.75
TROTTER & MORTON FACILI...	82613	10/17/2024	C11165 HVAC POLICE	100-705-52023	1,159.75
TROTTER & MORTON FACILI...	82625	10/17/2024	G10115 LIBRARY HVAC	100-706-52023	2,444.85
INGRAM LIBRARY SERVICES	84214482	10/17/2024	BOOKS 20C7921	100-706-52033	1,340.14
METRO PRESORT	IN671426	10/17/2024	SEPTEMBER 2024 MONTHLY ...	100-707-52019	75.70
L.N CURTIS AND SONS	INV873254	10/17/2024	POLICE UNIFORMS	100-705-52002	219.08
L.N CURTIS AND SONS	INV874096	10/17/2024	POLICE UNIFORMS	100-705-52102	271.95
L.N CURTIS AND SONS	INV874534	10/17/2024	POLICE UNIFORMS	100-705-52102	136.00
L.N CURTIS AND SONS	INV875419	10/17/2024	POLICE UNIFORMS	100-705-52102	84.00
L.N CURTIS AND SONS	INV875522	10/17/2024	POLICE UNIFORMS	100-705-52102	169.98
L.N CURTIS AND SONS	INV876140	10/17/2024	POLICE UNIFORMS	100-705-52102	48.50
				<b>Fund 100 - GENERAL FUND Total:</b>	<b>29,545.98</b>
<b>Fund: 201 - VISITOR TOURISM</b>					
HUDSON GARBAGE SERVICE	14503972S046	10/16/2024	2046-71932837	201-000-52130	167.70
BLACKBALL ENTERTAINMENT ..	30852-2ND ATTEMPT	10/16/2024	Booking # 206965: SPIRIT OF...	201-000-52028	45,000.00
				<b>Fund 201 - VISITOR TOURISM Total:</b>	<b>45,167.70</b>
<b>Fund: 202 - COMMUNITY DEVELOPMENT</b>					
NW NATURAL GAS	10.02.24 316-9	10/16/2024	NATURAL GAS 1300 KASTER ...	202-722-52003	72.89
LOWER COLUMBIA ENGINEE...	11966	10/17/2024	RIVERWALK IMPROVEMENTS	202-723-53103	705.00
MOORE SITE SERVICES LLC	24118	10/17/2024	MECHANICAL SUPPORT MILL...	202-722-52019	7,428.60
MOORE EXCAVATION INC	P-525 PAYMENT #21	10/17/2024	S 1ST & STRAND ROAD & UTI...	202-723-53102	472,421.45

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ADVANCED EXCAVATING SPE...	P-525A PAYMENT #5	10/17/2024	P-525A ST HELENS RIVERWA...	202-723-53103	204,920.35
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>685,548.29</b>
<b>Fund: 203 - COMMUNITY ENHANCEMENT</b>					
CLAIRE GRACE YOUNGBERG	1001	10/16/2024	21ST CCLC LEARNING CENTER..	203-709-52140	2,579.00
CARDINAL SERVICES INC	012688	10/17/2024	TEMPORARY EMPLOYMENT-...	203-709-52028	1,549.19
CARDINAL SERVICES INC	013037	10/17/2024	TEMPORARY EMPLOYMENT-...	203-709-52028	1,835.04
ST. HELENS SCHOOL DISTRICT	10.15.24	10/17/2024	ST HELENS VOLLEYBALL CAM...	203-709-52028	1,401.00
TROTTER & MORTON FACILI...	82625	10/17/2024	G10115 LIBRARY HVAC	203-706-53013	1,629.90
<b>Fund 203 - COMMUNITY ENHANCEMENT Total:</b>					<b>8,994.13</b>
<b>Fund: 205 - STREETS</b>					
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	191 N MILTON WAY - SIGNAL	205-000-52003	44.56
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	2198 COLUMBIA BLVD - SIG...	205-000-52003	49.17
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	495 S 18TH ST - LIGHT SIGNAL	205-000-52003	56.50
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	58651 COL HWY GATEWAY A...	205-000-52003	36.93
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	1370 COLUMBIA BLVD.- FOU...	205-000-52003	48.08
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	715 S COLUMBIA RIVER HWY ..	205-000-52003	46.05
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	265 STRAND ST	205-000-52003	3,708.27
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	35320 SYKES RD	205-000-52003	45.17
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	1800 COLUMBIA BLVD - SIG...	205-000-52003	116.61
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	191 N MILTON WAY- LANDS...	205-000-52003	36.67
EAGLE STAR ROCK PRODUCTS..	403371	10/17/2024	ROCK ACSP ROAD	205-000-52001	560.18
<b>Fund 205 - STREETS Total:</b>					<b>4,748.19</b>
<b>Fund: 301 - STREETS SDC</b>					
MOORE EXCAVATION INC	P-525 PAYMENT #21	10/17/2024	S 1ST & STRAND ROAD & UTI...	301-000-53102	270,737.92
<b>Fund 301 - STREETS SDC Total:</b>					<b>270,737.92</b>
<b>Fund: 601 - WATER</b>					
LAWRENCE OIL COMPANY	CFSI-23488	10/16/2024	247752 WATER	601-732-52022	97.94
ACE HARDWARE - ST. HELENS	09.30.24 60181	10/17/2024	ACE MATERIALS ACCT 60181	601-731-52001	-21.45
ACE HARDWARE - ST. HELENS	09.30.24 60181	10/17/2024	ACE MATERIALS ACCT 60181	601-731-52001	165.53
NW NATURAL GAS	10.10.24	10/17/2024	2942	601-732-52003	19.21
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	35261 PITTSBURG RD- PW W...	601-731-52003	38.40
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	57500 OLD PORTLAND RD - ...	601-731-52003	43.11
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	1680 1 ST -	601-731-52003	1,353.48
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	62420 COLUMBIA RIVER HWY..	601-731-52003	151.45
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	2300 STRAND ST - WELL 2	601-731-52003	1,159.33
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	END OF KESTREL VIEW DRIVE	601-731-52003	106.53
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	1215 FOURTH ST - WFF	601-732-52003	5,121.08
NW LIFT TRUCK SERVICE INC	140003276	10/17/2024	BATTERY CHARGER FOR FORK..	601-732-52001	1,062.50
NW LIFT TRUCK SERVICE INC	140003276	10/17/2024	BATTERY CHARGER FOR FORK..	601-732-52019	468.75
NW LIFT TRUCK SERVICE INC	140003276	10/17/2024	BATTERY CHARGER FOR FORK..	601-732-52019	1,046.88
PEAK ELECTRIC GROUP LLC	29490	10/17/2024	RANNEY WELL #2 ELECTRICAL..	601-731-52019	550.00
EAGLE STAR ROCK PRODUCTS..	403354	10/17/2024	ROCK S 13TH WATER	601-731-52001	239.76
EAGLE STAR ROCK PRODUCTS..	403357	10/17/2024	ROCK S 13TH WATER	601-731-52001	219.78
<b>Fund 601 - WATER Total:</b>					<b>11,822.28</b>
<b>Fund: 603 - SEWER</b>					
CARDINAL SERVICES INC	012688	10/17/2024	JANITORIAL-WWTP	603-736-52023	14.33
CARDINAL SERVICES INC	012688	10/17/2024	JANITORIAL-WWTP	603-737-52023	14.32
CARDINAL SERVICES INC	013037	10/17/2024	JANITORIAL-WWTP	603-736-52023	29.09
CARDINAL SERVICES INC	013037	10/17/2024	JANITORIAL-WWTP	603-737-52023	29.09
ACE HARDWARE - ST. HELENS	09.30.24 60180	10/17/2024	MATERIALS ACE ACCT 60180	603-736-52001	8.94
ACE HARDWARE - ST. HELENS	09.30.24 60180	10/17/2024	MATERIALS ACE ACCT 60180	603-736-52001	59.90
ACE HARDWARE - ST. HELENS	09.30.24 60180	10/17/2024	MATERIALS ACE ACCT 60180	603-736-52001	-7.44
ACE HARDWARE - ST. HELENS	09.30.24 60180	10/17/2024	MATERIALS ACE ACCT 60180	603-737-52001	59.90
ACE HARDWARE - ST. HELENS	09.30.24 60180	10/17/2024	MATERIALS ACE ACCT 60180	603-737-52001	-7.44
CENTURY LINK	10.03.24 333737305	10/17/2024	503-366-3027	603-736-52010	18.71
CENTURY LINK	10.03.24 333737305	10/17/2024	503-366-3021	603-736-52010	18.71
CENTURY LINK	10.03.24 333737305	10/17/2024	503-366-3024	603-736-52010	18.71
CENTURY LINK	10.03.24 333737305	10/17/2024	503-366-1102	603-736-52010	18.71
CENTURY LINK	10.03.24 333737305	10/17/2024	503-366-3024	603-737-52010	18.71

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CENTURY LINK	10.03.24 333737305	10/17/2024	503-366-1102	603-737-52010	18.71
CENTURY LINK	10.03.24 333737305	10/17/2024	503-366-3027	603-737-52010	18.71
CENTURY LINK	10.03.24 333737305	10/17/2024	503-366-3021	603-737-52010	18.71
NW NATURAL GAS	10.10.24	10/17/2024	5750	603-736-52003	21.24
NW NATURAL GAS	10.10.24	10/17/2024	5750	603-737-52003	21.24
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	240 CLARK ST PUMP STATION	603-735-52003	36.67
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	451 PLYMOTH ST - WWTP L...	603-736-52003	2,052.48
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	451 PLYMOTH ST - WWTP L...	603-737-52003	2,052.46
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	58360 OLD PORTLAND RD - P...	603-738-52003	184.03
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	318 S 1ST ST- PS #1 8805564	603-738-52003	79.31
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	58791 58725 COL RIV HWY P...	603-738-52003	44.58
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	134 N 1ST- PS 2 8873519	603-738-52003	73.45
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	110 S 4TH ST - PS 3	603-738-52003	42.37
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	169 S 4TH ST WATER FLOW ...	603-738-52003	43.23
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	35120 MAPLE ST. - PS 11	603-738-52003	89.18
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	505 S 1ST ST PUMP STATION	603-738-52003	59.39
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	240 MADRONA CT	603-738-52003	134.19
CITY OF PORTLAND	10484914	10/17/2024	LAB SERVICES	603-736-52064	876.00
CITY OF PORTLAND	10484914	10/17/2024	LAB SERVICES	603-737-52064	2,628.00
ALS GROUP USA CORP	36-51-660383-0	10/17/2024	QUARTERLY SAMPLING	603-736-52064	175.80
ALS GROUP USA CORP	36-51-660383-0	10/17/2024	QUARTERLY SAMPLING	603-737-52064	410.20
ALS GROUP USA CORP	36-51-660780-0	10/17/2024	QUARTERLY TESTING	603-737-52064	825.00
<b>Fund 603 - SEWER Total:</b>					<b>10,199.19</b>
<b>Fund: 703 - PW OPERATIONS</b>					
LES SCHWAB TIRE CENTER	22900625449	10/16/2024	TIRE REPAIR 2014 INTERNAT...	703-739-52099	53.28
LAWRENCE OIL COMPANY	CFSI-23488	10/16/2024	247750 PUBLIC WORKS	703-734-52022	147.04
LAWRENCE OIL COMPANY	CFSI-23488	10/16/2024	247748 PUBLIC WORKS	703-734-52022	840.63
CARDINAL SERVICES INC	010995	10/17/2024	TEMPORARY EMPLOYMENT-...	703-734-52019	460.80
SUNSET AUTO PARTS INC - N...	09.30.24 1 OF 2	10/17/2024	AUTO PARTS ACCT 6355	703-739-52099	213.46
ACE HARDWARE - ST. HELENS	09.30.24 60174 1 OF 2	10/17/2024	ACE MATERIALS ACCT 60174	703-739-52023	29.14
ACE HARDWARE - ST. HELENS	09.30.24 60176	10/17/2024	MATERIALS ACE ACCT 60176 ...	703-739-52099	31.99
NW NATURAL GAS	10.10.24	10/17/2024	8675	703-734-52003	19.21
NW NATURAL GAS	10.10.24	10/17/2024	7720	703-734-52003	19.21
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	1230 DEER ISLAND RD - PW	703-734-52003	73.21
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	984 OREGON ST	703-734-52003	202.03
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	650 OREGON ST -LEMONT P...	703-734-52003	286.59
COLUMBIA RIVER PUD	10.11.24 7493	10/17/2024	984 OREGON ST - PW SHOP	703-734-52003	128.64
VIRTUAL PROJECT MANAGER	12-4220	10/17/2024	CAPITAL IMPROVEMENT CL...	703-733-52019	1,250.00
EMMERT CHEVERLET BUICK ...	DEAL #25577	10/17/2024	FUEL PARKS DEPT	703-739-53701	49,612.00
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>53,367.23</b>
<b>Fund: 706 - PUBLIC SAFETY</b>					
OTAK INC	000102400090	10/17/2024	PUBLIC SAFETY BUILDING	706-000-52019	2,961.01
MACKENZIE	1090711	10/17/2024	ST. HELENS PUBLIC SAFETY B...	706-000-52019	327.50
U.S BANK	7480073	10/17/2024	TRUSTEE FEE 239773000	706-000-55003	750.00
<b>Fund 706 - PUBLIC SAFETY Total:</b>					<b>4,038.51</b>
<b>Grand Total:</b>					<b>1,124,169.42</b>

**Fund Summary**

Fund	Expense Amount
100 - GENERAL FUND	29,545.98
201 - VISITOR TOURISM	45,167.70
202 - COMMUNITY DEVELOPMENT	685,548.29
203 - COMMUNITY ENHANCEMENT	8,994.13
205 - STREETS	4,748.19
301 - STREETS SDC	270,737.92
601 - WATER	11,822.28
603 - SEWER	10,199.19
703 - PW OPERATIONS	53,367.23
706 - PUBLIC SAFETY	4,038.51
<b>Grand Total:</b>	<b>1,124,169.42</b>

**Account Summary**

Account Number	Account Name	Expense Amount
100-000-20800	Court - State Assessment	2,296.04
100-000-20900	Court - County Assessm...	510.15
100-000-36002	Fines - Court	-51.01
100-702-52014	Recruiting	400.00
100-704-52019	Professional Services	450.00
100-705-52001	Operating Supplies	52.50
100-705-52002	Personnel Uniforms Equ...	219.08
100-705-52003	Utilities	578.64
100-705-52018	Professional Developme...	177.50
100-705-52019	Professional Services	89.76
100-705-52023	Facility Maintenance	2,259.20
100-705-52086	Tactical	1,295.82
100-705-52102	New Hire Equipment	710.43
100-705-52115	REPORT WRITING	748.88
100-706-52003	Utilities	1,183.63
100-706-52023	Facility Maintenance	3,359.02
100-706-52033	Printed Materials	1,340.14
100-707-52001	Operating Supplies	30.62
100-707-52018	Professional Developme...	123.95
100-707-52019	Professional Services	75.70
100-708-52003	Utilities	1,959.76
100-708-52023	Facility Maintenance	418.63
100-708-52046	Dock Services	244.99
100-708-52047	Marine Board	48.86
100-709-52003	Utilities	292.17
100-709-52023	Facility Maintenance	156.31
100-710-52028	Projects & Programs	7,052.14
100-710-52087	Commission Stipends	330.00
100-711-52001	Operating Supplies	1.48
100-712-52010	Telephone	1,806.28
100-715-52001	Operating Supplies	335.37
100-715-52003	Utilities	753.19
100-715-52023	Facility Maintenance	296.75
201-000-52028	Projects & Programs	45,000.00
201-000-52130	Building Lease & Utilities	167.70
202-722-52003	Utilities	72.89
202-722-52019	Professional Services	7,428.60
202-723-53102	Downtown Infrastructure	472,421.45
202-723-53103	Riverwalk Construction	205,625.35
203-706-53013	Library Facility Improve...	1,629.90
203-709-52028	Projects & Programs	4,785.23
203-709-52140	Contract Programs	2,579.00
205-000-52001	Operating Supplies	560.18
205-000-52003	Utilities	4,188.01
301-000-53102	Downtown Infrastructure	270,737.92

**Account Summary**

Account Number	Account Name	Expense Amount
601-731-52001	Operating Supplies	603.62
601-731-52003	Utilities	2,852.30
601-731-52019	Professional Services	550.00
601-732-52001	Operating Supplies	1,062.50
601-732-52003	Utilities	5,140.29
601-732-52019	Professional Services	1,515.63
601-732-52022	Fuel	97.94
603-735-52003	Utilities	36.67
603-736-52001	Operating Supplies	61.40
603-736-52003	Utilities	2,073.72
603-736-52010	Telephone	74.84
603-736-52023	Facility Maintenance	43.42
603-736-52064	Lab Testing	1,051.80
603-737-52001	Operating Supplies	52.46
603-737-52003	Utilities	2,073.70
603-737-52010	Telephone	74.84
603-737-52023	Facility Maintenance	43.41
603-737-52064	Lab Testing	3,863.20
603-738-52003	Utilities	749.73
703-733-52019	Professional Services	1,250.00
703-734-52003	Utilities	728.89
703-734-52019	Professional Services	460.80
703-734-52022	Fuel	987.67
703-739-52023	Facility Maintenance	29.14
703-739-52099	Equipment Operations	298.73
703-739-53701	EQUIPMENT PURCHASES	49,612.00
706-000-52019	Professional Services	3,288.51
706-000-55003	Trustee Fee	750.00
	<b>Grand Total:</b>	<b>1,124,169.42</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	1,124,169.42
<b>Grand Total:</b>	<b>1,124,169.42</b>



# Expense Approval Register

Packet: APPKT01095 - Wauna AP 10.18.24



St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 201 - VISITOR TOURISM</b>					
SUNSET AUTO PARTS INC - N...	09.30.24 2 OF 2	10/17/2024	AUTO PARTS ACCT 6355	201-000-52028	8.72
ACE HARDWARE - ST. HELENS	09.30.24 60174 2 OF 2	10/17/2024	ACE MATERIALS ACCT 60174	201-000-52028	72.86
NW NATURAL GAS	10.10.24 776-4	10/17/2024	NW NATURAL GAS-MASONIC...	201-000-52130	46.47
NW NATURAL GAS	10.10.24 961-4	10/17/2024	3946961-4	201-000-52130	19.21
HUDSON GARBAGE SERVICE	14503998S046	10/17/2024	2046-71936039	201-000-52130	117.80
TREADWAY EVENTS & ENTER...	1659	10/17/2024	REIMBURSEMENT FOR GOO...	201-000-52039	444.34
<b>Fund 201 - VISITOR TOURISM Total:</b>					<b>709.40</b>
<b>Grand Total:</b>					<b>709.40</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
201 - VISITOR TOURISM	709.40
<b>Grand Total:</b>	<b>709.40</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
201-000-52028	Projects & Programs	81.58
201-000-52039	Contracted Events-Profe...	444.34
201-000-52130	Building Lease & Utilities	183.48
<b>Grand Total:</b>		<b>709.40</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	709.40
<b>Grand Total:</b>	<b>709.40</b>

# Expense Approval Register

Packet: APPKT01100 - AP 10.25.24



St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
CARDINAL SERVICES INC	012393	10/21/2024	TEMPORARY EMPLOYMENT	100-705-52023	456.73
CARDINAL SERVICES INC	012393	10/21/2024	TEMPORARY EMPLOYMENT	100-706-52023	510.65
CARDINAL SERVICES INC	012393	10/21/2024	TEMPORARY EMPLOYMENT	100-708-52023	84.22
CARDINAL SERVICES INC	012393	10/21/2024	TEMPORARY EMPLOYMENT	100-709-52023	132.67
ST. HELENS SCHOOL DISTRICT	10.21.24	10/21/2024	2024 3RD QUARTER CET PA...	100-000-20400	19,793.04
DCBS FISCAL SERVICES	10.21.24	10/21/2024	JULY / AUG STATE SURCHARE...	100-000-20700	5,629.50
COLUMBIA COUNTY ANIMAL...	10.21.24	10/21/2024	RESTITUTION 24TR20390-W...	100-000-21000	50.00
GLORIA BUTSCH	10.21.24	10/21/2024	TRAVEL REIMBURSEMENT TY...	100-707-52018	62.58
JENNIFER DIMSHO	10.21.24	10/21/2024	TRAVEL REIMBURSEMENT 20...	100-710-52018	51.58
QWEST DBA CENTURYLINK A...	3263X201-S-24288	10/21/2024	5163X201S3	100-712-52010	80.33
QWEST DBA CENTURYLINK A...	3263X204-S-24285	10/21/2024	5163X204S3	100-712-52010	80.33
ENTERPRISE FM TRUST	FBN5147704	10/21/2024	LEASE	100-705-52097	14,110.16
ENTERPRISE FM TRUST	FBN5147704	10/21/2024	MAINTENANCE	100-705-52098	1,851.44
ENTERPRISE FM TRUST	FBN5162625	10/21/2024	596107 BUILDING	100-711-52097	522.55
ENTERPRISE FM TRUST	FBN5162639	10/21/2024	PARKS & REC FLEET	100-709-52097	469.51
ENTERPRISE FM TRUST	FBN5162644	10/21/2024	POLICE LEASE 589848	100-705-52097	744.18
ENTERPRISE FM TRUST	FBN5162658	10/21/2024	CITY HALL FLEET	100-715-52097	7.00
CMG OREGON LLC	10.08.24	10/23/2024	ACCOUNT 145740 NOTICE OF..	100-710-52011	141.01
SIERRA SPRINGS	21814586 101224	10/23/2024	WATER BOTTLED COURT / UB..	100-715-52001	36.49
COUNTRY MEDIA INC	693936	10/23/2024	PUBLIC NOTICE	100-705-52001	77.50
CENTURY LINK BUSINESS SER...	708513045	10/23/2024	ACCT 88035002	100-712-52010	161.53
OGFOA	E1575	10/23/2024	2024 FALL CONFERENCE-J E...	100-707-52018	450.00
METRO PRESORT	IN672004	10/23/2024	UB BILL PRINTING	100-707-52008	3,001.18
METRO PRESORT	IN672004	10/23/2024	UB BILL PRINTING -POSTAGE	100-707-52009	1,673.53
SOLUTIONS YES	INV405252	10/23/2024	REPLACED FUSER WITH NI	100-715-52019	195.00
<b>Fund 100 - GENERAL FUND Total:</b>					<b>50,372.71</b>
<b>Fund: 202 - COMMUNITY DEVELOPMENT</b>					
LANDIS & LANDIS CONSTRUC...	240222.4	10/21/2024	PROJECT R-685A S 1ST & ST ...	202-723-53102	84,442.25
A AND A DRILLING SERVICE I...	24-113	10/21/2024	8X6 DI 432 S.S TAPING-SLEEV...	202-723-53102	4,470.00
MOORE EXCAVATION INC	M-532 PAYMENT #4	10/21/2024	UNDERGROUNDING ELECTRI...	202-723-53102	22,066.60
OTAK INC	000092400059	10/22/2024	1ST AND STRAND ST P 01982...	202-723-53102	40,855.65
PORTLAND GENERAL ELECTR...	08.29.24-09.30.24	10/23/2024	2236086248 MILL 1300 KAST...	202-722-52003	52,827.83
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>204,662.33</b>
<b>Fund: 203 - COMMUNITY ENHANCEMENT</b>					
CARDINAL SERVICES INC	012393	10/21/2024	TEMPORARY EMPLOYMENT	203-709-52028	1,414.57
<b>Fund 203 - COMMUNITY ENHANCEMENT Total:</b>					<b>1,414.57</b>
<b>Fund: 205 - STREETS</b>					
HICKS STRIPING & CURBING ...	004719	10/23/2024	2024 ANNUAL STRIPING PRO...	205-000-53001	50,501.43
<b>Fund 205 - STREETS Total:</b>					<b>50,501.43</b>
<b>Fund: 601 - WATER</b>					
ALEXIN ANALYTICAL LABORA...	46614	10/21/2024	TESTING	601-731-52064	1,970.00
CORRECT EQUIPMENT	56956	10/21/2024	METERS	601-731-53314	14,690.12
CORE & MAIN	V727263	10/21/2024	MATERIALS	601-731-52001	3,909.40
NORTHSTAR CHEMICAL	295754	10/23/2024	SODIUM HYPOCHLORITE 25%	601-732-52083	9,889.53
CORE & MAIN	V765182	10/23/2024	MATERIALS	601-731-52001	305.14
CORE & MAIN	V849954	10/23/2024	MATERIALS	601-731-52001	2,114.60
CORE & MAIN	V854448	10/23/2024	MATERIALS	601-731-52001	702.34
<b>Fund 601 - WATER Total:</b>					<b>33,581.13</b>
<b>Fund: 603 - SEWER</b>					
CARDINAL SERVICES INC	012393	10/21/2024	TEMPORARY EMPLOYMENT	603-736-52023	42.11
CARDINAL SERVICES INC	012393	10/21/2024	TEMPORARY EMPLOYMENT	603-737-52023	42.11
EUROFINS ENVIRONMENT TE...	1920012802	10/21/2024	QUARTERLY BIOASSAY TESTI...	603-737-52064	5,039.52

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA COUNTY TRANSF...	8676	10/21/2024	DUMP FEES ACCT 0017	603-736-52023	80.26
CONSOR NORTH AMERICA I...	W233257OR.00-7	10/21/2024	WASTEWATER COLLECTION ...	603-000-53033	73,537.75
EUROFINS ENVIRONMENT TE...	1920012957	10/23/2024	QUARTERLY BIOASSAY TESTI...	603-737-52064	1,400.00
<b>Fund 603 - SEWER Total:</b>					<b>80,141.75</b>
<b>Fund: 703 - PW OPERATIONS</b>					
ALEXANDER BIRD	10.21.24	10/21/2024	TRAVEL REIMBURSEMENT A...	703-733-52018	534.65
KANAITEK INC	2183	10/21/2024	HOSTING & SUPPORT-LATER...	703-733-52019	720.00
ENTERPRISE FM TRUST	FBNS162589	10/21/2024	ENTERPRISE FLEET LEASE & ...	703-734-52097	783.13
ENTERPRISE FM TRUST	FBNS162648	10/21/2024	ENGINEERING FLEET 619034	703-733-52097	591.08
OREGON OCCUPATIONAL M...	122599	10/23/2024	EXAM DOT URIN BLOOD	703-734-52019	109.00
OREGON OCCUPATIONAL M...	122599	10/23/2024	EXAM	703-739-52019	109.00
KINNEAR SPECIALTIES INC	5035596	10/23/2024	PARTS	703-739-52099	145.42
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>2,992.28</b>
<b>Grand Total:</b>					<b>423,666.20</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	50,372.71
202 - COMMUNITY DEVELOPMENT	204,662.33
203 - COMMUNITY ENHANCEMENT	1,414.57
205 - STREETS	50,501.43
601 - WATER	33,581.13
603 - SEWER	80,141.75
703 - PW OPERATIONS	2,992.28
<b>Grand Total:</b>	<b>423,666.20</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
100-000-20400	Building - Excise Tax	19,793.04
100-000-20700	Building - State Surcharge	5,629.50
100-000-21000	Court - Restitution	50.00
100-705-52001	Operating Supplies	77.50
100-705-52023	Facility Maintenance	456.73
100-705-52097	Enterprise Fleet	14,854.34
100-705-52098	Enterprise Fleet Mainte...	1,851.44
100-706-52023	Facility Maintenance	510.65
100-707-52008	Printing	3,001.18
100-707-52009	Postage	1,673.53
100-707-52018	Professional Developme...	512.58
100-708-52023	Facility Maintenance	84.22
100-709-52023	Facility Maintenance	132.67
100-709-52097	Enterprise Fleet	469.51
100-710-52011	Public Information	141.01
100-710-52018	Professional Developme...	51.58
100-711-52097	Enterprise Fleet	522.55
100-712-52010	Telephone	322.19
100-715-52001	Operating Supplies	36.49
100-715-52019	Professional Services	195.00
100-715-52097	Enterprise Fleet	7.00
202-722-52003	Utilities	52,827.83
202-723-53102	Downtown Infrastructure	151,834.50
203-709-52028	Projects & Programs	1,414.57
205-000-53001	Capital Outlay (AKA Stre...	50,501.43
601-731-52001	Operating Supplies	7,031.48
601-731-52064	Lab Testing	1,970.00
601-731-53314	WATER METERS	14,690.12
601-732-52083	Chemicals	9,889.53
603-000-53033	Sewer Capacity - Profess...	73,537.75
603-736-52023	Facility Maintenance	122.37
603-737-52023	Facility Maintenance	42.11
603-737-52064	Lab Testing	6,439.52
703-733-52018	Professional Developme...	534.65
703-733-52019	Professional Services	720.00
703-733-52097	Enterprise Fleet	591.08
703-734-52019	Professional Services	109.00
703-734-52097	Enterprise Fleet	783.13
703-739-52019	Professional Services	109.00
703-739-52099	Equipment Operations	145.42
<b>Grand Total:</b>	<b>423,666.20</b>	

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	423,666.20
<b>Grand Total:</b>	<b>423,666.20</b>