



COUNCIL REGULAR SESSION

Wednesday, June 21, 2023 at 7:00 PM

COUNCIL MEMBERS:

Mayor Rick Scholl
Council President Jessica Chilton
Councilor Patrick Birkle
Councilor Mark Gundersen
Councilor Brandon Sundeen

LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)

Website | www.sthelensoregon.gov

Email | kpayne@sthelensoregon.gov

Phone | 503-397-6272

Fax | 503-397-4016

AGENDA

CALL REGULAR SESSION TO ORDER

PLEDGE OF ALLEGIANCE

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

ORDINANCES – *Final Reading*

- 1. Ordinance No. 3292:** An Ordinance to Annex and Designate the Zone of Certain Property at 35046 Maple Street
- 2. Ordinance No. 3293:** An Ordinance to Annex and Designate the Zone of Certain Property at 35082 Maple Street
- 3. Ordinance No. 3294:** An Ordinance to Annex and Designate the Zone of Certain Property at 58927 Firlok Park Street
- 4. Ordinance No. 3295:** An Ordinance to Change the Name of Mill Street as Located Along the South Side of Lot 8, Block 10, City of St. Helens, to Wapama Way
- 5. Ordinance No. 3296:** An Ordinance Amending the St. Helens Municipal Code Chapter 12.20, and Adding Chapter 12.22 Regarding Camping on Public Property

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

- 6.** Agreement with ABC Transcription Services, LLC for Transcribing Council Minutes
- 7.** Donation Agreement with St. Helens II, LLC for Donation of Real Property
- 8.** Extension of Agreement with Jonathan J. Ellis for Financial Services
- 9.** First Amendment to Agreement with Mackenzie Engineering, Inc. for Infrastructure Design Work for the St. Helens Industrial Business Park
- 10.** Extension of Agreement with Mark Comfort for Clean-up of Various Properties inside City Limits
- 11.** Extension of Agreement with Mason, Bruce & Girard for Forestry Management
- 12.** Extension of Agreement with Richard Oberdorfer for Pro Tem Judicial Services
- 13.** Agreement with Scappoose Bay Watershed Council for Maintenance and Improvement of Natural Areas on City-owned Properties

- [14.](#) Amended Agreement with Otak CPM for Project Management of the Public Safety Building Project

APPOINTMENTS TO CITY BOARDS, COMMITTEES, AND COMMISSIONS

- [15.](#) a. Reappoint Ellen Jacobson to the Library Board
b. Appoint Brian Long to the Parks and Trails Commission

CONSENT AGENDA FOR ACCEPTANCE

- [16.](#) Library Board Minutes dated May 8, 2023
[17.](#) Parks and Trails Commission Minutes dated May 8, 2023

CONSENT AGENDA FOR APPROVAL

- [18.](#) Council Minutes dated May 3 and 17, 2023
[19.](#) 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/86108526132?pwd=a1J6TjRTejVtTmhQYkFkdEhKVIZCZz09>

Meeting ID: 861 0852 6132

Passcode: 464020

Dial: 253-205-0468

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

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

City of St. Helens
ORDINANCE NO. 3292

AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN
PROPERTY AT 35046 MAPLE STREET

WHEREAS, applicant James & Iline May have requested to annex to the City of St. Helens certain property at 35046 Maple Street. This property is also described per **Exhibit A** and depicted per **Exhibit B**; and

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

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

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

WHEREAS, appropriate notice has been given and a public hearing was held May 17, 2023 on the annexation proposal; and

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

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

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

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

Section 3. The St. Helens Zoning Ordinance Map is hereby amended to reflect that the property described herein shall be zoned Suburban Residential, R10.

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

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

Section 6. In support of the above annexation and amendments described herein, the Council hereby adopts the Annexation A.1.22 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit C** and made part of this reference.

Section 7. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: June 7, 2023
Read the second time: June 21, 2023

APPROVED AND ADOPTED this 21st day of June, 2023 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more specifically described as follows:

Beginning at a point, which is the Northwest corner of Lot 21 of the Firlok Park Subdivision, Columbia County, Oregon;

Thence, along the West line of said Lot 21, South $0^{\circ}33'$ West a distance of 5.05' to the **True Point of Beginning**;

Thence, South $81^{\circ}37'$ East a distance of 144.84' to a point;

Thence, South $0^{\circ}33'$ West to a point on the South line of Lot 22 of said Firlok Park Subdivision;

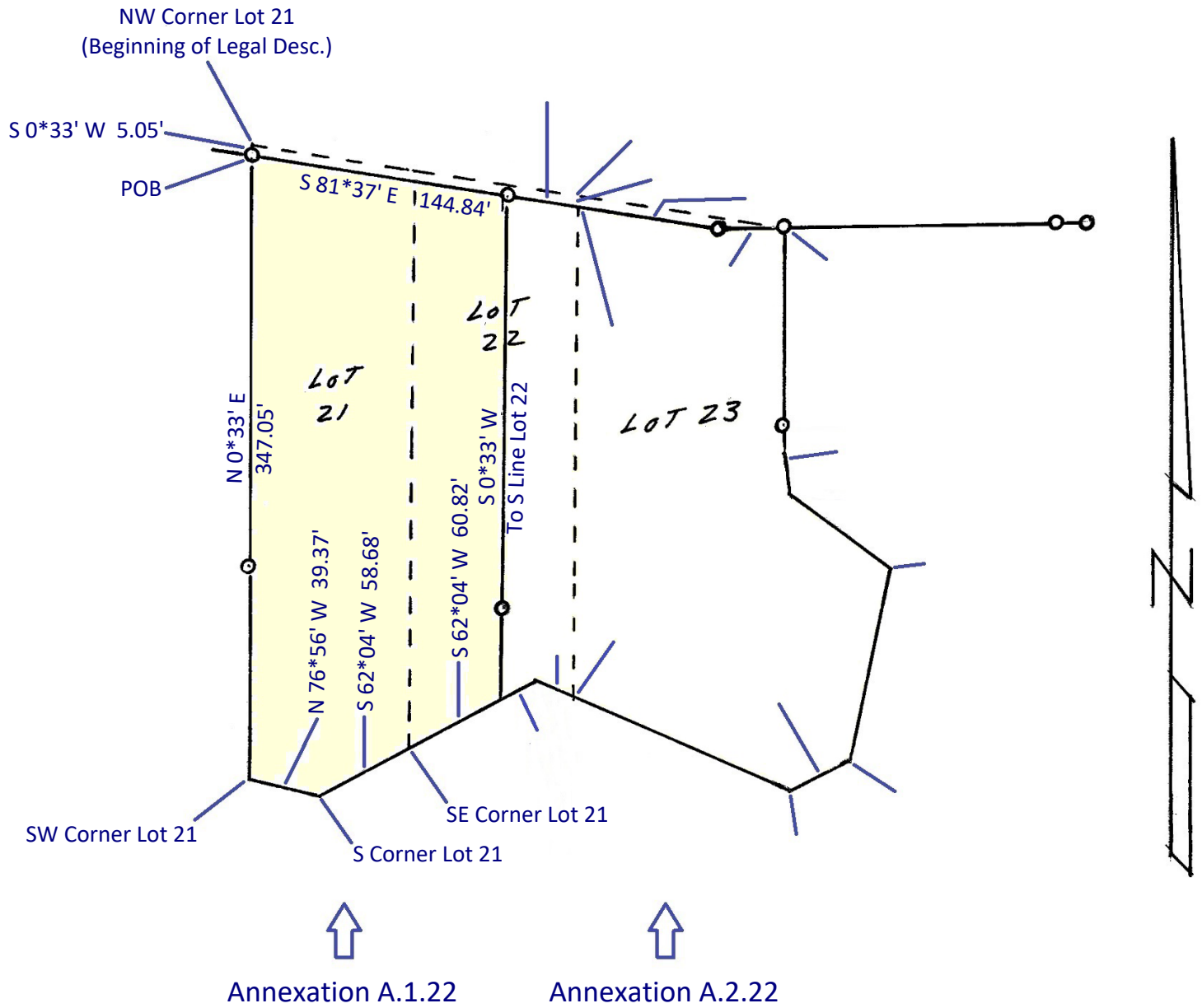
Thence, along said South line, South $62^{\circ}04'$ West a distance of 60.82' to the Southeast corner of Lot 21 of said Firlok Park Subdivision;

Thence, along the South line of said Lot 21, South $62^{\circ}04'$ West a distance of 58.68' to the most Southerly corner of said Lot 21;

Thence, continuing along the South line of said Lot 21, North $76^{\circ}56'$ West a distance of 39.37' to the Southwest corner of said Lot 21:

Thence, along the West line of said Lot 21, North $0^{\circ}33'$ East a distance of 347.05' to the **True Point of Beginning**.

EXHIBIT B
S.W. 1/4 N.W. 1/4 SEC.8 T.4N. R.1W. W.M.
COLUMBIA COUNTY



**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT AND CONCLUSIONS OF LAW
Annexation A.1.22**

APPLICANT: James & Illine May
OWNERS: Jason Groulx & Melissa McDowell
ZONING: Columbia County's Single-Family Residential (R-10)
LOCATION: 35046 Maple Street; 4N1W-8BC-1800
PROPOSAL: The property owner filed consent to annex because they desired to connect to City sanitary sewer.

SITE INFORMATION / BACKGROUND

The subject property is an irregular shaped lot at 45,302 square feet or 1.04 acres. It is developed with a detached single-family dwelling with McNulty Creek running along the southern property line. The site is accessed off Maple Street, which is a developed local classified street without frontage improvements (sidewalks and curb) abutting the property. It is developed with frontage improvements across the street. It is a Columbia County jurisdiction road. The parcel is generally flat sloping towards McNulty Creek with large fir trees located along the street and large trees along the creek.

Abutting Zoning

North – City Moderate Residential (R7)
 East - County's Single-Family Residential (R-10) and City Mixed Use (MU)
 South - County's Single-Family Residential (R-10) and City Mixed Use (MU)
 West – County's Single-Family Residential (R-10)

PUBLIC HEARING & NOTICE

Hearing dates are as follows:
 April 11, 2023 before the Planning Commission
 May 17, 2023 before the City Council

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties on March 20, 2023 via first class mail. Notice was sent to agencies by mail or e-mail on the same date. Notice was published in the The Chronicle on March 29, 2023. Notice was sent to the Oregon Department of Land Conservation and Development on February 21, 2023 via e-mail.

AGENCY REFERRALS & COMMENTS

Columbia County Roads Department: Does not have any comments or concerns for the annexation of this property. In the future, if this property goes through development that requires

a building permit, then they will need to obtain an access permit through the County Public Works Department.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

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

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

Discussion: (a)(i) The Comprehensive Plan designation for the subject property is Rural Suburban Unincorporated Residential (RSUR). Zoning and Comprehensive Plan designations are addressed under SHMC 17.28.030 (1).

SHMC 19.08.030 discusses public services and facilities and includes utility provisions (e.g., water and sewer) as well as services such as police and library. In sum, all services are intertwined; the consent to annexation allows connection to City sewer to support existing and future development on the subject property, and, once annexed, all other City services/facilities. Sewer and water capacity to serve this property is addressed in more detail under SHMC 17.28.030 (1) below. By this review process, the proposal complies with this aspect of the Comprehensive Plan. There is no known conflict with the general Comprehensive Plan policies identified in Chapter 19.08 SHMC.

There is no known conflict with the specific Comprehensive Plan policies identified in Chapter 19.12 SHMC. Zoning and Comprehensive Plan designations are addressed under SHMC 17.28.030 (1).

There is no known conflict with the addendums to the Comprehensive Plan which includes Economic Opportunities Analysis (Ord. No. 3101), Waterfront Prioritization Plan (Ord. No. 3148), the Transportation Systems Plan (Ord. No. 3150), the Corridor Master Plan (Ord. No. 3181), the Parks & Trails Master Plan (Ord. No. 3191), the Riverfront Connector Plan (Ord. No. 3241), and the Housing Needs Analysis (Ord. No. 3244).

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

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

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

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

As this proposal meets these criteria, this property will **not** be subject to a majority vote among the electorate.

Other provisions applicable to this proposal are discussed elsewhere herein.

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

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

SHMC 17.08.060 – Transportation planning rule compliance

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

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

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

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

Finding: No transportation facility will be significantly affected by this proposal. No traffic impact analysis is warranted.

SHMC 17.28.030 (1) – Annexation criteria

- (a) Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area; and
- (b) Comply with comprehensive plan amendment standards and zoning ordinance amendment standards and not be in conflict with applicable comprehensive plan policies and implementing ordinances; and
- (c) Complies with state laws; and
- (d) Abutting roads must meet city standards or property owner will be required to sign and record an irrevocable consent to local improvement district; and
- (e) Property exceeding 10 acres in gross size must show a need on the part of the city for such land if it is designated residential (e.g., less than five years' supply of like designated lands in current city limits).

Discussion: (a)

Water - The property is within the McNulty water service district, which serves the existing dwelling.

Sewer – The existing single-family dwelling is currently connected to City sewer. This was approved by the County with Columbia County Permit No. 192-22-000423-PLM which had its

final inspection approved on April 15, 2022. The existing dwelling was served by an on-site system prior to this connection.

With regards to *capacity*, the City's wastewater treatment plant currently has a daily limit (physically and as permitted by DEQ) to handle over 50,000 pounds of Biochemical Oxygen Demand (BOD) and a monthly average limit of 26,862 pounds. This is the "loading" or potency of the wastewater received by the plant. The average daily BOD is well below this at only 1,500 pounds. Sanitary sewer *capacity* is adequate.

With regards to *conveyance*, the city adopted a new **Wastewater Master Plan (WWMP)** in November 2021 that identifies undersized trunk lines already operating at or above capacity that further development of the subject (e.g., land division creating new parcels) would depend on. The WWMP can be found here:

<https://www.sthelenoregon.gov/engineering/page/public-infrastructure-master-plans>

Sewer pipes are considered "at capacity" when peak flows exceed 85% of the full depth of the pipe in accordance with industry standards. This depth is based on the maximum depth of flow ratio (d/D), where "d" is the depth of flow and "D" is the pipe diameter. The WWMP includes an exhibit—Figure 18—that shows that the sanitary sewer main route between the subject property to the wastewater treatment plant has multiple areas that are operating at or above 100%, which is much greater than the industry and city standard 85% "at capacity" flows.

This annexation may still be approved given the sanitary sewer conveyance circumstances based on the following:

First, some of the issues are actively planned to be resolved. City Public Works and Engineering staff have begun to address the necessary sanitary sewer infrastructure upgrades having received a loan with Oregon DEQ's State Revolving Fund Program to fund both priority 1 projects (in basins 4 and 5) and priority 3 projects in basin 6. Basin 6 is applicable to this proposal and will resolve much of the conveyance deficiency between the subject property and the WWTP. City Public Works and Engineering indicate an anticipated 4-year timeframe (from October 2022, when DEQ approved a \$16.4 million loan) for completion of these upgrades.

Second, further development of the subject property is unlikely in the near future. The location of existing development is inefficient for land division and the existing dwelling is valued at approximately \$400,000 by itself, and less likely to be sacrificial for redevelopment. Moreover, the natural constraints (flood plain and sensitive lands) addressed under SHMC 17.112.020 below are additional impediments to redevelopment.

Third, if the subject property was redeveloped with a proposal that required a land use permit (e.g., Site Development Review or Partition) while the conveyance issue still exists, the city may implement a proportional fee as a condition of approval to contribute to the conveyance projects in the WWMP to help offset the deficiency. Because single-family dwellings and duplexes are not subject to Site Development Review per SHMC 17.96.020, the fee would not apply to that type of development. As an existing detached single-family dwelling developed property, this fee would not apply to this annexation.

Transportation - As described above, this proposal poses no significant impact on a transportation facility.

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

(b) The land use of the subject property is a detached single-family dwelling. This is a permitted use in the corresponding zoning district.

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

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

Pursuant to ORS 222.111(1), a City may only annex territory that is not within another City, and the territory must either be contiguous to the annexing City or be separated from the City only by a body of water or public right-of-way. The subject property is not within another City's jurisdiction and City of St. Helens corporate limits lies on the west side of the subject property. Although undertaking an annexation is authorized by state law, the manner in which a city proceeds with annexation is also dictated in the city charter. ORS 222.111(1) references a city's charter as well as other ORS. St. Helens' Charter requirements pertaining to annexations are noted above.

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

ORS 197.175(1) suggests that all annexations are subject to the statewide planning goals. The statewide planning goals that could technically apply or relate to this proposal are Goals 1, 2, 11 and 12.

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

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

The City's Development Code is consistent with State law with regards to notification requirements. Pursuant to SHMC 17.20.080 at least one public hearing before the Planning

Commission and City Council is required. Legal notice in a newspaper of general circulation is also required. The City has met these requirements and notified DLCD of the proposal.

- ***Statewide Planning Goal 2: Land Use Planning.***

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

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

- ***Statewide Planning Goal 11: Public Facilities and Services.***

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

City water and sewer capacities are addressed under SHMC 17.28.030 (1) above. There is no evidence that adequate infrastructure will not be available to serve the annexed area if redeveloped in the future.

- ***Statewide Planning Goal 12: Transportation.***

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

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

(d) The subject property abuts Maple Street. Maple Street is classified as a local street with a minimum right-of-way width of 50', which is met. There are no frontage improvements (sidewalks and curb) abutting the subject property. City standards require such improvements.

However, this property is not the subject of a current development land use review, which provides the legal nexus and proportionality to require such improvements or right-of-way dedications. As such, no improvements are warranted with this proposal. At the time of future land division and/or development, these items would be considered.

(e) The subject property is not greater than 10 acres in gross size. An analysis is not necessary.

Finding: The annexation approval criteria are met for this proposal.

SHMC 17.28.030 (2) – Annexation criteria

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

Discussion: The Comprehensive Plan designation is currently Rural Suburban Unincorporated Residential (RSUR). The City's options for zoning are Suburban Residential (R10) or Moderate Residential (R7). The Planning Commission recommended Suburban Residential (R10). The City Council agreed. The Comprehensive Plan designation would be Suburban Residential (Incorporated) (SR).

Finding: Upon annexation, the subject property's Comprehensive Plan designation shall be Suburban Residential (Incorporated) and zoned Suburban Residential (R10).

SHMC 17.112.020 – Established & Developed Area Classification criteria

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

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

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

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

Discussion: In addition to already being developed with a single-family dwelling, this property is subject to natural resource protection measures under Goal 5 due to the presence Riparian Corridor R-MC-12 with a 50' upland protection zone and 100-year floodplain which constrains

approximately the southern third of the property. Therefore, this property is not considered buildable land under OAR 660-008-0005.

Finding: The subject property should be designated as “established.”

CONCLUSION & DECISION

Based upon the facts and findings herein, and the recommendations of staff and the Planning Commission, the City Council approves this annexation and that upon annexation, the subject property have a Comprehensive Plan designation of Suburban Residential (SR), be zoned Suburban Residential (R10), and be designated as “established.”

Rick Scholl, Mayor

Date

City of St. Helens
ORDINANCE NO. 3293

AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN
PROPERTY AT 35082 MAPLE STREET

WHEREAS, applicant Travis James has requested to annex to the City of St. Helens certain property at 35082 Maple Street. This property is also described per **Exhibit A** and depicted per **Exhibit B**;

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

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

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

WHEREAS, appropriate notice has been given and a public hearing was held May 17, 2023 on the annexation proposal; and

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

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

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

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

Section 3. The St. Helens Zoning Ordinance Map is hereby amended to reflect that the property described herein shall be zoned Suburban Residential, R10.

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

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

Section 6. In support of the above annexation and amendments described herein, the Council hereby adopts the Annexation A.2.22 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit C** and made part of this reference.

Section 7. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: June 7, 2023
Read the second time: June 21, 2023

APPROVED AND ADOPTED this 21st day of June, 2023 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more specifically described as follows:

Beginning at a point, which is the Northwest corner of Lot 23 of the Firlok Park Subdivision, Columbia County, Oregon;

Thence, along the West line of said Lot 23, South $0^{\circ}33'$ West a distance of 5.05' to the **True Point of Beginning**;

Thence, North $81^{\circ}37'$ West a distance of 36.83' to a point;

Thence, South $0^{\circ}33'$ West to a point on the South line of Lot 22 of said Firlok Park Subdivision;

Thence, along said South line, North $62^{\circ}04'$ East a distance of 17.10' to an interior corner of said Lot 22;

Thence, continuing along said South line, South $67^{\circ}15'$ East a distance of 23.18' to the Southwest corner of Lot 23 of said Firlok Park Subdivision;

Thence, along the South line of said Lot 23, South $67^{\circ}15'$ East a distance of 132.72' to the most Southerly corner of said Lot 23;

Thence, North $62^{\circ}23'$ East a distance of 36.43' to the Southeast corner of said Lot 23;

Thence, along the East line of said Lot 23, North $12^{\circ}26'$ East a distance of 107.70' to the most Easterly corner of said Lot 23;

Thence, continuing along said East line, North $52^{\circ}22'$ West a distance of 66.20' to an interior corner of said Lot 23;

Thence, continuing along said East line, North $10^{\circ}54'$ West a distance of 26.77' to an interior corner of said Lot 23;

Thence, continuing along said East line, North $1^{\circ}10'$ West a distance of 125.50' to the Northeast corner of said Lot 23;

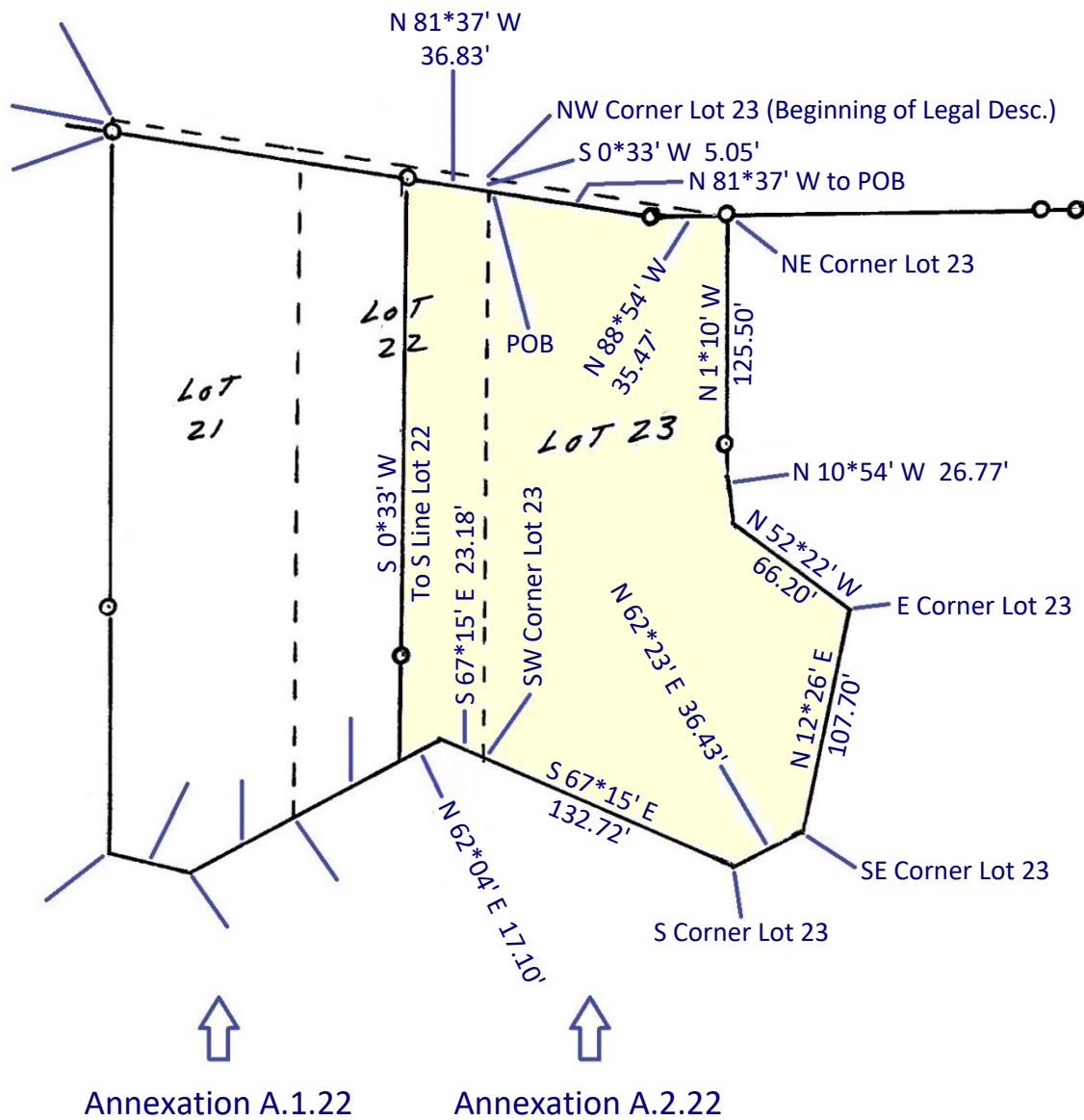
Thence, North $88^{\circ}54'$ West a distance of 35.47 feet to a point;

Thence, North $81^{\circ}37'$ West to the **True Point of Beginning**.

EXHIBIT B

S.W. 1/4 N.W. 1/4 SEC.8 T.4N. R.1W. W.M.

COLUMBIA COUNTY



**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT AND CONCLUSIONS OF LAW
Annexation A.2.22**

APPLICANT: Travis Jenkins
OWNERS: Same
ZONING: Columbia County's Single-Family Residential (R-10)
LOCATION: 35082 Maple Street; 4N1W-8BC-1900
PROPOSAL: The property owner filed consent to annex because they desire to connect to City sanitary sewer.

SITE INFORMATION / BACKGROUND

The subject property is an irregular shaped lot at 51,400 square feet or 1.18 acres. It is developed with a detached single-family dwelling, but a permit has been issued through Columbia County for a new detached single-family dwelling (County Permit No. 192-22-001312-DWL). The new dwelling is currently under construction. McNulty Creek runs along the southern property line. The site is accessed off Maple Street, which is a developed local classified street without frontage improvements (sidewalks and curb) abutting the property, although it is developed with frontage improvements across the street. Maple Street is a Columbia County jurisdiction road. The parcel is generally flat sloping towards McNulty Creek with large trees bordering the southern property line.

Abutting Zoning

North – City Moderate Residential (R7)
 East - County's Single-Family Residential (R-10) and City Mixed Use (MU)
 South - County's Single-Family Residential (R-10) and City Mixed Use (MU)
 West – County's Single-Family Residential (R-10)

PUBLIC HEARING & NOTICE

Hearing dates are as follows:

April 11, 2023 before the Planning Commission
 May 17, 2023 before the City Council

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties on March 20, 2023 via first class mail. Notice was sent to agencies by mail or e-mail on the same date. Notice was published in the The Chronicle on March 29, 2023. Notice was sent to the Oregon Department of Land Conservation and Development on February 21, 2023 via e-mail.

AGENCY REFERRALS & COMMENTS

Columbia County Roads Department: The applicant already has an active access permit for this property. The applicant must complete all access improvements and meet all City of Saint Helens standards to obtain final sign off for their access.

Columbia County Land Development Services: Has no concerns about the annexation of this property that is located within the City of St. Helens' UGB and is adjacent to city limits.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

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

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

Discussion: (a)(i) The Comprehensive Plan designation for the subject property is Rural Suburban Unincorporated Residential (RSUR). Zoning and Comprehensive Plan designations are addressed under SHMC 17.28.030 (1).

SHMC 19.08.030 discusses public services and facilities and includes utility provisions (e.g., water and sewer) as well as services such as police and library. In sum, all services are intertwined; the consent to annexation allows connection to City sewer to support existing and future development on the subject property, and, once annexed, all other City services/facilities. Sewer and water capacity to serve this property is addressed in more detail under SHMC 17.28.030 (1) below. By this review process, the proposal complies with this aspect of the Comprehensive Plan. There is no known conflict with the general Comprehensive Plan policies identified in Chapter 19.08 SHMC.

There is no known conflict with the specific Comprehensive Plan policies identified in Chapter 19.12 SHMC. Zoning and Comprehensive Plan designations are addressed under SHMC 17.28.030 (1)

There is no known conflict with the addendums to the Comprehensive Plan which includes Economic Opportunities Analysis (Ord. No. 3101), Waterfront Prioritization Plan (Ord. No. 3148), the Transportation Systems Plan (Ord. No. 3150), the Corridor Master Plan (Ord. No. 3181), the Parks & Trails Master Plan (Ord. No. 3191), the Riverfront Connector Plan (Ord. No. 3241), and the Housing Needs Analysis (Ord. No. 3244).

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

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

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

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

As this proposal meets these criteria, this property will **not** be subject to a majority vote among the electorate.

Other provisions applicable to this proposal are discussed elsewhere herein.

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

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

SHMC 17.08.060 – Transportation planning rule compliance

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

allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the TSP. This shall be accomplished by one or a combination of the following:

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

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

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

Finding: No transportation facility will be significantly affected by this proposal. No traffic impact analysis is warranted.

SHMC 17.28.030 (1) – Annexation criteria

- (a) Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area; and
- (b) Comply with comprehensive plan amendment standards and zoning ordinance amendment standards and not be in conflict with applicable comprehensive plan policies and implementing ordinances; and
- (c) Complies with state laws; and
- (d) Abutting roads must meet city standards or property owner will be required to sign and record an irrevocable consent to local improvement district; and
- (e) Property exceeding 10 acres in gross size must show a need on the part of the city for such land if it is designated residential (e.g., less than five years' supply of like designated lands in current city limits).

Discussion: (a)

Water - The property is within the McNulty water service district, which serves the existing dwelling. McNulty water will serve the new dwelling as well.

Sewer - The site is not currently hooked to City sewer. Access to the City sewer is available in Maple Street abutting the property. The County issued a building permit for a new detached single-family dwelling (County Permit No. 192-22-001312-DWL) which is currently under construction. As part of the approval, the County required the new dwelling to connect to the City's sewer.

With regards to *capacity*, the City's wastewater treatment plant currently has a daily limit (physically and as permitted by DEQ) to handle over 50,000 pounds of Biochemical Oxygen Demand (BOD) and a monthly average limit of 26,862 pounds. This is the "loading" or potency of the wastewater received by the plant. The average daily BOD is well below this at only 1,500 pounds. Sanitary sewer *capacity* is adequate.

With regards to *conveyance*, the city adopted a new **Wastewater Master Plan (WWMP)** in November 2021 that identifies undersized trunk lines already operating at or above capacity that further development of the subject property (e.g., land division creating new parcels) would depend on. The WWMP can be found here:

<https://www.sthelensoregon.gov/engineering/page/public-infrastructure-master-plans>

Sewer pipes are considered "at capacity" when peak flows exceed 85% of the full depth of the pipe in accordance with industry standards. This depth is based on the maximum depth of flow ratio (d/D), where "d" is the depth of flow and "D" is the pipe diameter. The WWMP includes an exhibit—Figure 18—that shows that the sanitary sewer main route between the subject property to the wastewater treatment plant has multiple areas that are operating at or above 100%, which is much greater than the industry and city standard 85% "at capacity" flows.

This annexation may still be approved given the sanitary sewer conveyance circumstances based on the following:

First, some of the issues are actively planned to be resolved. City Public Works and Engineering staff have begun to address the necessary sanitary sewer infrastructure upgrades having received a loan with Oregon DEQ's State Revolving Fund Program to fund both priority 1 projects (in basins 4 and 5) and priority 3 projects in basin 6. Basin 6 is applicable to this proposal and will resolve much of the conveyance deficiency between the subject property and the WWTP. City Public Works and Engineering indicate an anticipated 4-year timeframe (from October 2022, when DEQ approved a \$16.4 million loan) for completion of these upgrades.

Second, further development of the subject property is unlikely in the near future given that the remaining land outside for future land division and development is so limited. The property is already developed with a single-family dwelling, in addition to construction for the new a new single-family dwelling. Moreover, the natural constraints (flood plain and sensitive lands) addressed under SHMC 17.112.020 below are additional impediments to redevelopment.

Third, if the subject property was redeveloped with a proposal that required a land use permit (e.g., Site Development Review or Partition) while the conveyance issue still exists, the city may implement a proportional fee as a condition of approval to contribute to the conveyance projects in the WWMP to help offset the deficiency. Because single-family dwellings and duplexes are

not subject to Site Development Review per SHMC 17.96.020, the fee would not apply to that type of development. As a property that has an existing detached single-family dwelling and is already approved to be developed with another, this fee would not apply to this annexation.

Transportation - As described above, this proposal poses no significant impact on a transportation facility.

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

(b) The land use of the subject property is a detached single-family dwelling with a new 2nd dwelling under construction. This is a permitted use in the corresponding zoning district.

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

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

Pursuant to ORS 222.111(1), a City may only annex territory that is not within another City, and the territory must either be contiguous to the annexing City or be separated from the City only by a body of water or public right-of-way. The subject property is not within another City's jurisdiction and City of St. Helens corporate limits lies on the west side of the subject property. Although undertaking an annexation is authorized by state law, the manner in which a city proceeds with annexation is also dictated in the city charter. ORS 222.111(1) references a city's charter as well as other ORS. St. Helens' Charter requirements pertaining to annexations are noted above.

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

ORS 197.175(1) suggests that all annexations are subject to the statewide planning goals. The statewide planning goals that could technically apply or relate to this proposal are Goals 1, 2, 11 and 12.

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

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

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

- ***Statewide Planning Goal 2: Land Use Planning.***

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

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

- ***Statewide Planning Goal 11: Public Facilities and Services.***

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

City water and sewer capacities are addressed under SHMC 17.28.030 (1) above. There is no evidence that adequate infrastructure will not be available to serve the annexed area if redeveloped in the future.

- ***Statewide Planning Goal 12: Transportation.***

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

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

(d) The subject property abuts Maple Street. Maple Street is classified as a local street with a minimum right-of-way width of 50', which is met. There are no frontage improvements (sidewalks and curb) abutting the subject property. City standards require such improvements.

However, this property is not the subject of a current development land use review, which provides the legal nexus and proportionality to require such improvements or right-of-way dedications. As such, no improvements are warranted with this proposal. At the time of future land division and/or development, these items would be considered.

(e) The subject property is not greater than 10 acres in gross size. An analysis is not necessary.

Finding: The annexation approval criteria are met for this proposal.

SHMC 17.28.030 (2) – Annexation criteria

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

Discussion: The Comprehensive Plan designation is currently Rural Suburban Unincorporated Residential (RSUR). The City's options for zoning are Suburban Residential (R10) or Moderate Residential (R7). The Planning Commission recommended Suburban Residential (R10). The City Council agreed. The Comprehensive Plan designation would be Suburban Residential (Incorporated) (SR).

Finding: Upon annexation, the subject property's Comprehensive Plan designation shall be Suburban Residential (Incorporated) and zoned Suburban Residential (R10).

SHMC 17.112.020 – Established & Developed Area Classification criteria

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

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

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

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

Discussion: In addition to already being developed with a single-family dwelling, this property is subject to natural resource protection measures under Goal 5 due to the presence Riparian Corridor R-MC-12 with a 50' upland protection zone and 100-year flood plain which constrains

approximately the southern half of the property. Therefore, this property is not considered buildable land under OAR 660-008-0005.

Finding: The subject property should be designated as “established.”

CONCLUSION & DECISION

Based upon the facts and findings herein, and the recommendations of staff and the Planning Commission, the City Council approves this annexation and that upon annexation, the subject property have a Comprehensive Plan designation of Suburban Residential (SR), be zoned Suburban Residential (R10), and be designated as “established” with the condition that:

All Columbia County Road Department Access requirements must be completed.

Rick Scholl, Mayor

Date

City of St. Helens
ORDINANCE NO. 3294

AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN
PROPERTY AT 58927 FIRLOK PARK STREET

WHEREAS, applicant Toni & Robert Loveland have requested to annex to the City of St. Helens certain property at 58927 Firlok Park Street. This property is also described per **Exhibit A** and depicted per **Exhibit B**; and

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

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

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

WHEREAS, appropriate notice has been given and a public hearing was held May 17, 2023 on the annexation proposal; and

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

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

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

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

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

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

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

Section 6. In support of the above annexation and amendments described herein, the Council hereby adopts the Annexation A.1.23 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit C** and made part of this reference.

Section 7. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: June 7, 2023
Read the second time: June 21, 2023

APPROVED AND ADOPTED this 21st day of June, 2023 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more specifically described as follows:

Beginning at a point on the West right-of-way line of Firlok Park Street, which is the Southeast corner of Partition Plat No. 2005-40 recorded as instrument number 2005-17675 on December 30, 2005 in Columbia County records, also the **True Point of Beginning**;

Thence, Southerly along said West right-of-way line a distance of 118' to a point;

Thence, North 89°27' West a distance of 192.8' to a point;

Thence, North 0°33' West a distance of 18' to a point;

Thence, North 89°27' West a distance of 20' to a point on the East line of the Parkwood Crossing Phase 1 Subdivision, City of St. Helens, Columbia County, Oregon;

Thence, along said East line, North 0°33' West a distance of 100' to a point, which is the Southwest corner of Partition Plat No. 2005-40 recorded as instrument number 2005-17675 on December 30, 2005 in Columbia County records;

Thence, Easterly along the South line of said Partition Plat to the **True Point of Beginning**.

EXHIBIT B
N.W. 1/4 N.W. 1/4 SEC.8 T.4N. R.1W. W.M.
COLUMBIA COUNTY



**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT AND CONCLUSIONS OF LAW
Annexation A.1.23**

APPLICANT: Toni & Robert Loveland
OWNERS: Same
ZONING: Columbia County's Multi-Family Residential (MFR)
LOCATION: 58927 Firlok Park Street; 4N1W-8BB-2000
PROPOSAL: The property owner filed consent to annex because they desire to use the City's development rules and connect to City sanitary sewer.

SITE INFORMATION / BACKGROUND

The subject property is a rectangular shaped lot at 24,394 square feet or 0.56 acres. The property is developed with an existing detached single-family dwelling and two separate accessory structures. It is accessed by Firlok Park Street, which is a developed collector classified street without frontage improvements (sidewalks, curb, and landscape strip) on either side. The road is within the County's jurisdiction. The parcel slopes to the back with the North Fork McNulty Creek bordering the western property line. The dwelling is connected to City water, but not City sewer, although it is available in the Firlok Park Street right-of-way abutting the property.

Abutting Zoning

North – City Apartment Residential (AR)
 East – City Apartment Residential (AR)
 South – County Multi-Family Residential (MFR)
 West – City Moderate Residential (R7)

PUBLIC HEARING & NOTICE

Hearing dates are as follows:
 April 11, 2023 before the Planning Commission
 May 17, 2023 before the City Council

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties on March 20, 2023 via first class mail. Notice was sent to agencies by mail or e-mail on the same date. Notice was published in the The Chronicle on March 29, 2023. Notice was sent to the Oregon Department of Land Conservation and Development on February 21, 2023 via e-mail.

AGENCY REFERRALS & COMMENTS

Columbia County Roads Department: Does not have any comments or concerns for the annexation of this property. In the future, if this property goes through any development that requires a building permit then they will need to obtain an access permit through the County Public Works Department.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

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

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

Discussion: (a)(i) The Comprehensive Plan designation for the subject property is Unincorporated Multi-Family Residential (UMFR). Zoning and Comprehensive Plan designations are addressed under SHMC 17.28.030 (1).

SHMC 19.08.030 discusses public services and facilities and includes utility provisions (e.g., water and sewer) as well as services such as police and library. In sum, all services are intertwined; the consent to annexation allows connection to City sewer to support existing and future development on the subject property, and, once annexed, all other City services/facilities. Sewer and water capacity to serve this property is addressed in more detail under SHMC 17.28.030 (1) below. By this review process, the proposal complies with this aspect of the Comprehensive Plan. There is no known conflict with the general Comprehensive Plan policies identified in Chapter 19.08 SHMC.

There is no known conflict with the specific Comprehensive Plan policies identified in Chapter 19.12 SHMC. Zoning and Comprehensive Plan designations are addressed under SHMC 17.28.030 (1)

There is no known conflict with the addendums to the Comprehensive Plan which includes Economic Opportunities Analysis (Ord. No. 3101), Waterfront Prioritization Plan (Ord. No. 3148), the Transportation Systems Plan (Ord. No. 3150), the Corridor Master Plan (Ord. No. 3181), the Parks & Trails Master Plan (Ord. No. 3191), the Riverfront Connector Plan (Ord. No. 3241), and the Housing Needs Analysis (Ord. No. 3244).

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

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

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

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

As this proposal meets these criteria, this property will **not** be subject to a majority vote among the electorate.

Other provisions applicable to this proposal are discussed elsewhere herein.

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

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

SHMC 17.08.060 – Transportation planning rule compliance

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

- (c) Altering land use designations, densities, or design requirements to reduce demand for vehicle travel and meet travel needs through other modes of transportation.
- (d) Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.
- (3) Traffic Impact Analysis. A traffic impact analysis shall be submitted with a plan amendment or zone change application, as applicable, pursuant to Chapter 17.156 SHMC.

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

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

Finding: No transportation facility will be significantly affected by this proposal. No traffic impact analysis is warranted.

SHMC 17.28.030 (1) – Annexation criteria

- (a) Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area; and
- (b) Comply with comprehensive plan amendment standards and zoning ordinance amendment standards and not be in conflict with applicable comprehensive plan policies and implementing ordinances; and
- (c) Complies with state laws; and
- (d) Abutting roads must meet city standards or property owner will be required to sign and record an irrevocable consent to local improvement district; and
- (e) Property exceeding 10 acres in gross size must show a need on the part of the city for such land if it is designated residential (e.g., less than five years' supply of like designated lands in current city limits).

Discussion: (a)

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

Sewer - The site is not currently hooked to City sewer, although it is available for connection in the Firlok Park Street right-of-way. The existing dwelling is served by an on-site system. The applicant has indicated a desire to build a 2nd dwelling on the property, which would be required to connect to City sewer.

With regards to *capacity*, the City's wastewater treatment plant currently has a daily limit (physically and as permitted by DEQ) to handle over 50,000 pounds of Biochemical Oxygen Demand (BOD) and a monthly average limit of 26,862 pounds. This is the "loading" or potency of the wastewater received by the plant. The average daily BOD is well below this at only 1,500 pounds. Sanitary sewer *capacity* is adequate.

With regards to *conveyance*, the city adopted a new **Wastewater Master Plan (WWMP)** in November 2021 that identifies undersized trunk lines already operating at or above capacity that this development would depend on. The WWMP can be found here:

<https://www.sthelensoregon.gov/engineering/page/public-infrastructure-master-plans>

Sewer pipes are considered "at capacity" when peak flows exceed 85% of the full depth of the pipe in accordance with industry standards. This depth is based on the maximum depth of flow ratio (d/D), where "d" is the depth of flow and "D" is the pipe diameter. The WWMP includes an exhibit—Figure 18—that shows that the sanitary sewer main route between the subject property to the wastewater treatment plant has multiple areas that are operating at or above 100%, which is much greater than the industry and city standard 85% "at capacity" flows.

This annexation may still be approved given the sanitary sewer conveyance circumstances based on the following:

First, some of the issues are actively planned to be resolved. City Public Works and Engineering staff have begun to address the necessary sanitary sewer infrastructure upgrades having received a loan with Oregon DEQ's State Revolving Fund Program to fund both priority 1 projects (in basins 4 and 5) and priority 3 projects in basin 6. Basin 6 is applicable to this proposal and will resolve much of the conveyance deficiency between the subject property and the WTP. City Public Works and Engineering indicate an anticipated 4-year timeframe (from October 2022, when DEQ approved a \$16.4 million loan) for completion of these upgrades.

Second, further development of the subject property is unlikely in the near future. The location of existing single-family dwelling and detached garage is inefficient for land division and leaves little developable area left on the property. Moreover, the natural constraints (flood plain and sensitive lands) addressed under SHMC 17.112.020 below are additional impediments to redevelopment.

Third, if the subject property was redeveloped with a proposal that required a land use permit (e.g., Site Development Review or Partition) while the conveyance issue still exists, the city may implement a proportional fee as a condition of approval to contribute to the conveyance projects in the WWMP to help offset the deficiency. Because single-family dwellings and duplexes are not subject to Site Development Review per SHMC 17.96.020, the fee would not apply to that type of development. As an existing detached single-family dwelling developed property, this fee does not apply to this annexation.

Transportation - As described above, this proposal poses no significant impact on a transportation facility.

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

(b) The proposed land use of the subject property is a detached single-family dwelling. This is a permitted use in the corresponding zoning district.

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

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

Pursuant to ORS 222.111(1), a City may only annex territory that is not within another City, and the territory must either be contiguous to the annexing City or be separated from the City only by a body of water or public right-of-way. The subject property is not within another City's jurisdiction and City of St. Helens corporate limits lies on the west side of the subject property. Although undertaking an annexation is authorized by state law, the manner in which a city proceeds with annexation is also dictated in the city charter. ORS 222.111(1) references a city's charter as well as other ORS. St. Helens' Charter requirements pertaining to annexations are noted above.

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

ORS 197.175(1) suggests that all annexations are subject to the statewide planning goals. The statewide planning goals that could technically apply or relate to this proposal are Goals 1, 2, 11 and 12.

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

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

The City's Development Code is consistent with State law with regards to notification requirements. Pursuant to SHMC 17.20.080 at least one public hearing before the Planning

Commission and City Council is required. Legal notice in a newspaper of general circulation is also required. The City has met these requirements and notified DLCD of the proposal.

- ***Statewide Planning Goal 2: Land Use Planning.***

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

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

- ***Statewide Planning Goal 11: Public Facilities and Services.***

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

City water and sewer capacities are addressed under SHMC 17.28.030 (1) above. There is no evidence that adequate infrastructure will not be available to serve the annexed area if redeveloped in the future.

- ***Statewide Planning Goal 12: Transportation.***

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

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

(d) The subject property abuts Firlok Park Street. Firlok Park Street is classified as a collector street with a minimum right-of-way width of 60', which is not met. There are also no frontage improvements (sidewalks, curb, landscaping strip) abutting the subject property. City standards require such improvements.

However, this property is not the subject of a current development land use review, which provides the legal nexus and proportionality to require such improvements or right-of-way dedications. As such, no improvements are warranted with this proposal. At the time of future land division and/or development, these items would be considered.

(e) The subject property is not greater than 10 acres in gross size. An analysis is not necessary.

Finding: The annexation approval criteria are met for this proposal.

SHMC 17.28.030 (2) – Annexation criteria

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

Discussion: The Comprehensive Plan designation is currently Unincorporated Multifamily Residential (UMFR). The City's only option for zoning is Apartment Residential (AR). The Comprehensive Plan designation would be General Residential (Incorporated) (GR).

Finding: Upon annexation, the subject property's Comprehensive Plan designation shall be General Residential (Incorporated) and zoned Apartment Residential (AR).

SHMC 17.112.020 – Established & Developed Area Classification criteria

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

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

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

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

Discussion: In addition to already being developed with a single-family dwelling, this property is subject to natural resource protection measures under Goal 5 due to the presence of Wetland MC-9 (Type I) with a 75' protection zone and Riparian Corridor R-MC-13 with a 50' upland protection zone. Therefore, this property is not considered buildable land under OAR 660-008-0005.

Finding: The subject property should be designated as “established.”

CONCLUSION & DECISION

Based upon the facts and findings herein, and the recommendations of staff and the Planning Commission, City Council approves this annexation and that upon annexation, the subject property have a Comprehensive Plan designation of General Residential (GR), be zoned Apartment Residential (AR), and be designated as “established.”

Rick Scholl, Mayor

Date

City of St. Helens
ORDINANCE NO. 3295

**AN ORDINANCE TO CHANGE THE NAME OF MILL STREET AS LOCATED ALONG
 THE SOUTH SIDE OF LOT 8, BLOCK 10, CITY OF ST. HELENS, TO WAPAMA WAY**

WHEREAS, redevelopment of the Riverfront District contemplates development, expansion and extension of an existing 40' wide, 100' long segment of public right-of-way located along the south side of Lot 8, Block 10, City of St. Helens; and

WHEREAS, City of St. Helens Ordinance No. 707, which vacated some of this right-of-way in 1941 and Sanborn maps from the early 20th century identify this street as Mill Street; and

WHEREAS, pursuant to St. Helens Municipal Code 17.152.030(12) no street name shall be used which will duplicate or be confused with the names of existing streets in Columbia County emergency communications district, except for extensions of existing streets; and

WHEREAS, there is already a Mill Street with established uses and addresses off of North Vernonia Road within the City of St. Helens municipal boundary;

WHEREAS, as required by ORS 227.120, the Planning Commission considered the need to change the name on March 21, 2023 and made recommendation to the City Council;

WHEREAS, as required by ORS 227.120, the City Council held a public hearing on April 5, 2023, continued to May 3, 2023, to allow for interested person and the general public input to consider name options;

WHEREAS, staff communicated with Columbia 9-1-1 Communications District throughout the process to ensure any selected name would be acceptable;

WHEREAS, the City Council deliberated on the matter on May 3, 2023 and May 17, 2023, making a final decision on May 17, 2023.

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

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

Section 2. The 40' wide, 100' long segment of public right-of-way located along the south side of Lot 8, Block 10, City of St. Helens, and any expansion and/or extension thereof shall be known as Wapama Way.

Section 3. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: June 7, 2023
 Read the second time: June 21, 2023

APPROVED AND ADOPTED this 21st day of June, 2023, by the following vote:

Ayes:

Item #4.

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
ORDINANCE NO. 3296

AN ORDINANCE AMENDING THE ST. HELENS MUNICIPAL CODE CHAPTER 12.20,
AND ADDING CHAPTER 12.22 REGARDING CAMPING ON PUBLIC PROPERTY

WHEREAS, the St. Helens City Council recognizes that its current policies for camping on public property need to be amended given ORS 195.530 (Oregon HB 3115 from the 2021 legislative session), case law from the 9th Circuit Court of Appeals (e.g., *Martin v. Boise* and *Blake v. Grants Pass*) and other legal standards at the time of adoption.

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

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

Section 2. The City of St. Helens Municipal Code is hereby amended, attached hereto as **Attachment "A"** and **Attachment "B"** and made part of this reference.

Section 3. Severability. If any section, provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other sections, provisions, clauses or paragraphs of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 4. Provisions of this Ordinance shall be incorporated in the St. Helens Municipal Code and the word "ordinance" may be changed to "code," "article," "section," or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that Whereas clauses and boilerplate provisions need not be codified.

Section 5. Emergency. Conditions in the City of St. Helens are such that this Ordinance is necessary for the immediate preservation of the public health, peace, and safety. An emergency is hereby declared to exist by unanimous vote of the Council, and this Ordinance shall be in full force and effect after its passage and approval by the Mayor.

Read the first time: June 7, 2023
Read the second time: June 21, 2023

APPROVED AND ADOPTED this 21st day of June, 2023 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

underlined words are added
~~words-stricken~~ are deleted

[...] means skipping text as it reads in the code (e.g., to focus on text being edited in this document)

CHAPTER 12.20 RIGHT-OF-WAY REGULATIONS

[...]

12.20.010 Definitions.

For the purpose of this chapter, the following mean:

~~(1) "Campsite" means any place where bedding, sleeping bag, or other sleeping matter or any stove or fire is placed, established, or maintained, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure or shelter, or any vehicle or part thereof.~~

~~(2)~~(1) "City" means the city of St. Helens, Oregon.

~~(3)~~(2) "Person" means individual, corporation, association, firm, partnership, joint stock company, and similar entities.

~~(5)~~(3) "Public rights-of-way" include, but are not limited to, streets, roads, highways, bridges, alleys, sidewalks, trails, paths, public easements, and all other public ways or areas, including subsurface and air space over these areas.

~~(6) "To camp" means to set up, or to remain in or at, a campsite.~~

~~(7)~~(4) "Within the city" means territory over which the city now has or acquires jurisdiction for the exercise of its powers.

[...]

~~12.20.060 Camping in public rights-of-way or on public property.~~

~~(1) It is unlawful for any person to camp in or upon any public right-of-way or public property, unless otherwise specifically authorized by the city administrator.~~

~~(2) Violation of this section shall be punishable by a fine of not more than \$250.00.~~

All text of this Attachment "B" is new for the St. Helens Municipal Code

CHAPTER 12.22 SLEEPING AND CAMPING ON PUBLIC PROPERTY

12.22.010 Findings and Purpose.

(1) The City of St. Helens hereby adopts the provisions of this Chapter regulating sleeping, lying, camping and keeping warm and dry on public property. Pursuant to ORS 195.530, and ORS 195.500, the City of St. Helens recognizes the social nature of the problem of homeless individuals camping on public property and implements the following laws as part of its policies to ensure the most humane treatment for removal of homeless individuals from camping sites on public property per ORS 195.500, 195.505, and 195.530.

(2) The City of St. Helens finds as follows:

(a) The use of public property for sleeping, keeping warm and dry that is within 100 yards of any privately owned or rented property that is not in conformance with places, manners, and time described herein necessarily affects the health and safety of the public, the quiet enjoyment of the persons owning or renting property, whether it be for residential or business purposes.

(b) Public places, roads, parks, trails, rights of way, the waterfront and public property being clean, and safe are vital for the health, safety, and wellbeing of the public.

(c) The dangers of unlawful use of public property to the public health, safety and welfare are the same regardless of the economic circumstances of the persons violating the law.

(d) Persons experiencing homelessness are homeless for wide a variety of reasons that include, but are not limited to:

- (i) Insufficient funds to afford stable housing;
- (ii) Mental illness;
- (iii) Addiction to drugs and/or alcohol;
- (iv) Personal preferences and lifestyle choices; and
- (v) Any and all of the above.

(e) The City of St. Helens cannot reasonably supply areas of public property for people to sleep and keep warm and dry who are experiencing homelessness other than on a temporary basis.

12.22.020 Definitions.

For the purpose of this Chapter, the following mean:

(1) "Camping" or "To Camp" means to establish a Campsite either through occupation or storage of personal property on any location of City Property for more than 24 consecutive hours.

(2) "Campsite" means a location upon City Property where Camping Materials are placed. Resting or sleeping in a vehicle is not a campsite. Resting or sleeping in a vessel in a waterway pursuant to Chapter 8.28 SHMC is not a campsite.

(3) "Camping Materials" include, but are not limited to, tents, huts, awnings, lean-tos, chairs, tarps, collections of personal property and/or similar items that are, or reasonably appear to be,

arranged and/or used as camping accommodations.

(4) “City Property” includes, but is not limited to, parks, rights of way, parking lots, easements, or other land owned, leased, controlled, or managed by the City of St. Helens.

(5) “Public rights-of-way” include, but are not limited to, streets, roads, highways, bridges, alleys, sidewalks, trails, paths, public easements, and all other public ways or areas, including subsurface and air space over these areas.

(6) “Personal Property” means any item that can reasonably be identified as belonging to an individual and that has apparent value or utility.

(7) “Relocated” or “To relocate” means to move off of City Property or to a different City Property. This definition does not include moving to another portion of the same City Property.

12.22.030 Camping and Storage of Personal Property Upon City Property Prohibited.

(1) It is unlawful for any person To Camp upon City Property unless otherwise specifically authorized by law or by declaration of the City Manager. In no event shall a City Manager’s declaration exceed 30 days unless expressly approved by the City Council.

(2) Notwithstanding subsection (1) of this Section, it is unlawful to establish a Campsite for any period of time at the following locations, unless otherwise authorized by law or by declaration of the City Manager:

(a) City Parks, except as provided by Chapter 8.24 SHMC for recreation purposes and based on properly obtained permits and paid fees as opposed to this Chapter which is based on no permit or fee per subsection (4)(a) of this Section;

(b) City Property within 100 yards of any ground floor entrance of any building lawfully used as a residence or business;

(c) City Property within 100 yards of any school property occupied by a lawfully existing school or school related use;

(d) Within any publicly owned building that is not established or maintained for the purpose of sleeping, resting, shelter, camping, or other similar activities;

(e) Within 50’ of any part of the shore to McNulty Creek and Milton Creek and any docks thereto;

(f) Within 75’ of the shore to the Columbia River, Multnomah Channel and Scappoose Bay and any docks thereto;

(g) All residential zoning districts and the Riverfront District zoning district per Chapter 17.32 SHMC, including the sidewalks therein; and

(h) Any Public right-of-way, with the exception of sidewalks not otherwise specifically regulated. As to sidewalks not otherwise specifically regulated, a Campsite that does not restrict the free movement of pedestrian travel, including those pedestrians that require the use of a wheelchair or other assistive device to navigate the sidewalks does not violate this ordinance until it becomes Camping per SHMC 12.20.020(1). A campsite that restricts pedestrian travel is a violation of this Section in all areas of the City.

(3) Notwithstanding subsections (1) and (2) of this Section, it is unlawful to store Personal Property, including but not limited to, Camping Materials and Campsites, on any City Property for any purpose that:

(a) Occupies more than a 12 foot x 12 foot area;

(b) Obstructs any passageway, including but not limited to a street, roadway, sidewalk, pedestrian way, bikeway, and trail;

(c) Remains in any location without being removed or Relocated at least once every 24 hours; and

(d) Results in any removal, mutilation or clearing of vegetation, or ground disturbance including but not limited to digging, burrowing, tunneling, excavating, and quarrying.

(4) In addition to the provisions of subsections (1), (2), and (3) of this Section, Camp sites and Camping engaged in under this Section shall:

(a) Not require a permit or fee;

(b) Be maintained in an orderly fashion; shall not include littering; shall not include the spreading of rubbish;

(c) Maintain the Campsite in a clean, sanitary, and nonpolluting condition during use of and upon vacating the Campsite; and

(d) Comply with all applicable provisions of the St. Helens Municipal Code, and State and Federal Law, in addition to this Chapter.

(5) The City shall remove individuals and unclaimed Personal Property from a Campsite as provided by ORS 195.500 and 195.505.

12.22.040 Violation.

(1) Upon encountering a person who seeks to sleep, camp, or keep warm and dry upon City Property or Public rights-of-way in a place, manner, or time that is inconsistent with this Chapter, law enforcement personnel and/or public services personnel shall use their best judgment concerning the individual circumstances of such person and direct them to available city services, county services, state services, or non-profit service agencies, and locations within and/or outside the City of St. Helens where a person may find services to help them.

(2) Violation of this Chapter is punishable by a fine not to exceed \$50. The amount imposed shall be at the discretion of the judge. The judge may reduce or eliminate the fine if the person cited demonstrates they have meaningfully engaged with a local social services provider within 14 days of receiving a citation under any provision of SHMC 12.20.030.

PROFESSIONAL SERVICES AGREEMENT
INDEPENDENT CONTRACTING FOR TRANSCRIPTION SERVICES

ABC Transcription Services, LLC,

AND

The City of St. Helens

This AGREEMENT is made and entered into by and between ABC Transcription Services, LLC, (“INDEPENDENT CONTRACTOR” herein) and the City of St. Helens, a political subdivision of the State of Oregon (“CITY” herein).

ARTICLE 1. PURPOSE OF AGREEMENT

The purpose of this AGREEMENT shall be to set forth responsibilities and to clarify the relationship between the CITY and the INDEPENDENT CONTRACTOR. The INDEPENDENT CONTRACTOR shall supply professional services as herein described. In consideration for said services, the CITY shall pay the INDEPENDENT CONTRACTOR such monies and, in such manner, as herein described.

ARTICLE 2. WHOLE AGREEMENT

This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties relevant to the purpose described above and supersedes any and all prior agreements or proposals, oral or written, and all other communications between the parties relating to the subject of this AGREEMENT. No modification of this AGREEMENT will be binding on either party except as a written addendum, signed by an authorized agent of each party.

ARTICLE 3. NONDISCRIMINATION

No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this AGREEMENT on the grounds of sex, race, color, creed, marital status, age, or national origin. Any violation of this provision shall be considered a material violation of this AGREEMENT and shall be grounds for cancellation, termination, or suspension in whole or in part by the CITY.

ARTICLE 4. DUTIES AND RESPONSIBILITIES

OF THE INDEPENDENT CONTRACTOR

The INDEPENDENT CONTRACTOR shall perform services as described in **Attachment “A”** attached hereto and by this reference made a part hereof. The INDEPENDENT CONTRACTOR shall provide minutes and invoices to the staff person designated by the CITY via email.

ARTICLE 5. STANDARD OF SERVICES AND WARRANTY

The INDEPENDENT CONTRACTOR agrees to perform services with that standard of care, skill, and diligence normally provided by a professional in the performance of similar services. The INDEPENDENT CONTRACTOR warrants that the services, conduct, and performance of any person assigned under this AGREEMENT shall be in accordance with the professional standards and requirements of this AGREEMENT. The INDEPENDENT CONTRACTOR’S warranty and liability shall be limited to correcting any clerical or scrivener’s errors. Once each work product is produced and delivered to the CITY, the CITY shall proofread the work product. Once approved by the CITY, its City Councilors, employees, or agents, the INDEPENDENT CONTRACTOR shall not be liable for any acts or omissions performed under this or other agreements to which the INDEPENDENT CONTRACTOR is a party. The INDEPENDENT CONTRACTOR shall not be held liable for any damages, including consequential or incidental damages for any failures of equipment, errors or omissions. The INDEPENDENT CONTRACTOR’S sole obligation will be to correct any clerical or scrivener’s errors. Once approved, the work product becomes the property of the CITY and its sole responsibility.

ARTICLE 6. INDEPENDENT AGENT

The INDEPENDENT CONTRACTOR shall be an “independent agent.” All persons employed to furnish services hereunder are employees or subcontractors of the INDEPENDENT CONTRACTOR and not of the CITY.

ARTICLE 7. INDEMNIFICATION

Each party agrees to defend, indemnify, and hold the other harmless from any and all claims, damages, losses, and expenses, caused by or resulting from the indemnifying party’s negligence, willful misconduct or breach of this agreement. The parties recognize and agree that communication by and between the parties will occur via electronic method, including email. The parties agree to take reasonable precautions to protect electronic media from viruses and other perversions but recognize and agree that no party shall be liable to the other if a virus or other electronic malady is transmitted from one party to the other.

ARTICLE 8. NON-ASSIGNMENT

No portion of nor any interest in this AGREEMENT may be assigned to a third party without the express and prior written approval of the CITY.

ARTICLE 9. PUBLICITY

The INDEPENDENT CONTRACTOR shall not use in its external advertising, marketing programs, or other promotional efforts any data, pictures, or other representation of the CITY except on prior specific written authorization from the CITY.

ARTICLE 10. FEES AND PAYMENT

The CITY agrees to pay the INDEPENDENT CONTRACTOR for services performed pursuant to this agreement according to the terms and amounts specified in **Attachment “A”** attached hereto and by this reference made a part hereof. Said payment shall cover all costs associated with the performance of services as described in **Attachment “A.”** The CITY shall have no liability for taxes, insurance, or other expenses associated with the performance of the INDEPENDENT CONTRACTOR’S duties hereunder.

ARTICLE 11. CHANGES

Any fee increases will require written approval by the CITY. Rates may be increased by an amount not to exceed five percent (5%) annually, effective July 1, 2023.

ARTICLE 12. OWNERSHIP OF WORK PRODUCT

All work products of the INDEPENDENT CONTRACTOR that result from this AGREEMENT are the exclusive property of the CITY.

ARTICLE 13. TERMINATION OF AGREEMENT

This AGREEMENT may be terminated by written mutual agreement of both parties. Termination under this provision may be immediate.

ARTICLE 14. SURVIVAL

The terms, conditions, and representations contained in this AGREEMENT shall survive the termination or expiration of this AGREEMENT.

ARTICLE 15. CONTRACT TERM

The services required by this AGREEMENT shall commence on July 1, 2023 and the INDEPENDENT CONTRACTOR shall have no obligation to provide services after June 30, 2026 . In the event that additional work is required, the CITY may undertake a contract renewal process.

The INDEPENDENT CONTRACTOR and the CITY hereby agree to all provisions of this AGREEMENT.

For ABC Transcription Services, LLC.

For The City of St. Helens

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date



ABC Transcription Services, LLC.

City of St. Helens 2023-2026 Transcription Services Proposal

ABC Transcription's 2023-2026 services proposal is as presented below for your review as you consider our forthcoming contract renewal. Rates will be effective July 1, 2023. Annual renewal rates are limited to 5 percent, adjusted only at the end of each fiscal year.

Transcription Services:

Base transcription rates are calculated on a transcript preparation (labor hour) to meeting length ratio, unless otherwise noted. (*Special Considerations Below*)

City Council/Board/Commission/Committee Minutes (5:1): \$54/labor hr. (\$270/audio hr.)

Meeting minutes submission in 12-15 business days

Verbatim minutes (4:1): \$54/labor hr. (\$216/audio hr.)

Deadlines as determined.

Special Considerations:

Add to base labor hr. rate:

Poor Audio Quality	\$3
Turnaround Time	
5 business days or less	\$15
6 to 11 business days	\$10

Meeting Length:

Longer than 2.5 hours: \$2	Longer than 3 hours: \$3
Longer than 3.5 hours: \$5	Longer than 4 hours: \$6
Longer than 4.5 hours: \$7	Longer than 5 hours: \$8

Meetings longer than three (3) hours may be subject to extended turnaround times.

Heavy Accents/Excessive Editing, Rewriting, or Research: \$4
 Technical content such as Code rewrites, transportation studies, etc. requiring excessive map, Code, or Staff report references or research.

Administrative Matters:

Turnaround time periods start the day ABC is notified the meeting's audio has been uploaded. Notifications received after 12 pm (PST) result in an added business day.

We sincerely appreciate your email to abc4transcription@yahoo.com when the meeting audio and materials are loaded in our shared Dropbox folder.

Providing meeting audio in mp3 or mp4a format helps us serve you more efficiently. Additional fees apply for video to audio conversion.

Thanks a bunch!

ABC Transcription Services, LLC.

Supplemental Information

- With more than 18 years of experience transcribing public meetings in accordance with public records law, ABC Transcription is well acquainted with the policies and procedures regarding the public record. ABC Transcription also understands the importance of nuances and tone within meetings, as well as maintaining a clear record.
- ABC works hard to ensure speakers sound their best while maintaining accuracy for the record. Our clients trust us to provide accurate, on-time transcripts.
- In its last performance survey, ABC Transcription received 93% Excellent and 6% Good ratings in the overall quality of its service and meeting transcripts. To view our survey responses, click on the "Responses '17;" tab at the top of the page here: <https://bit.ly/ABCPerformanceSurvey2021>.

Company Profile

Contact: Paula Pinyerd, Owner

Address: 42340 NW Depot St, Banks, OR 97106

Mobile: 503-310-3482

Email: abc4transcription@yahoo.com

Certificate of Insurance: *Available Upon Request*

DONATION AGREEMENT

BETWEEN: St. Helens II, LLC (“Donor”) (“Donor”)
 an Oregon limited liability company

AND: City of St. Helens (“Donee”) (“Donee”)
 an Oregon municipal corporation

RECITALS

- A. Donor is the owner of those two (2) certain parcels of real property identified as Assessor Parcel Numbers 10283 (“Parcel 1”) and 10296 (“Parcel 2”) located in St. Helens in Columbia County, Oregon, more fully described on Exhibit A and depicted on Exhibit B, attached hereto and incorporated herein (the “Donated Property”).
- B. Donee is a qualified recipient of deductible charitable contributions under I.R.C. §170(b)(1)(A)(v) and §170(c)(1).
- C. Donor desires to donate the Donated Property to Donee, and Donee desires to accept the Donated Property from Donor, on the terms and conditions set forth in this Donation Agreement (“Agreement”).

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals set forth above, and for other good and valuable consideration described in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as set forth below.

- 1) **Donation.** Donor agrees to donate the Donated Property to Donee, and Donee agrees to accept the Donated Property from Donor, upon and subject to the terms and conditions of this Agreement.
- 2) **Escrow.** On the Parties’ execution of this Agreement (“Effective Date”), Donee shall provide a fully executed copy of this Agreement with Ticor Title Company, 2534 Sykes Rd Suite C, St Helens, OR 97051 (“Escrow Company”), and an escrow shall be established with Escrow Company.
- 3) **Title Report.**
 - a) **Preliminary Commitment.** Within seven (7) days following the Effective Date, Donor shall cause a preliminary title report, issued by Escrow Company, to be delivered to Donee showing the status of title to the Donated Property, together with complete and legible copies of all documents evidencing the exceptions to title shown therein, as well as such other items as may be reasonably requested by Donee (collectively, the “Preliminary Commitment”).
 - b) **Unacceptable Exceptions; Permitted Exceptions.** Within ten (10) days following Donee’s receipt of the Preliminary Commitment, Donee shall give written notice to Donor of any objection to such title or to any liens or encumbrances affecting the Donated Property (the “Unacceptable Exceptions”). Any exceptions to title reflected in

the Preliminary Commitment but not objected to by Donee in writing shall be deemed “Permitted Exceptions.” In the event Donee timely gives Donor written objection to any Unacceptable Exception to title to the Donated Property, Donor shall give Donee written notice within ten (10) days following receipt of Donee’s written objection, stating whether Donor is willing and able to remove Unacceptable Exceptions. If Donor gives notice that Donor is willing and able to remove the Unacceptable Exceptions, Donor shall do so at its cost and as of or prior to Closing. If Donor gives Donee written notice that Donor is either unwilling or unable to remove Unacceptable Exceptions, Donee shall have ten (10) days after receipt thereof to give written notice to Donor as to whether Donee will withdraw its objection to the Unacceptable Exceptions or whether Donee will terminate this Agreement.

- 4) **Access to Property.** At any time prior to Closing, or the earlier termination of this Agreement, Donee and its representatives shall have the right to access the Donated Property, for the purpose of conducting any inspection, investigation, test, or survey, reasonably related to Donee’s acceptance of the Donated Property; provided that all such activities shall be conducted (i) without expense to Donor; and (ii) provided further that any test or other activity which would physically affect or alter the Donated Property or any part thereof in any way shall require the prior written consent of Donor. Donee shall be responsible for any physical damage resulting from Donee’s activities and for restoring the Donated Property to its condition prior to such activities.
- 5) **Due Diligence Period.** Donee shall have sixty (60) days following the Effective Date to inspect and approve the condition of the Donated Property (the “Due Diligence Period”). Except as provided elsewhere to the contrary, Donor does not warrant the accuracy or completeness of the information provided under this Section, and Donee shall rely on its own investigation with respect thereto. Within seven (7) days of the Effective Date, Donor shall deliver to Donee copies of any of the following documents pertaining to the Donated Property which are in the possession of Donor or Donor’s agents (the “Due Diligence Materials”):
 - a) Environmental data, studies, analyses, and reports;
 - b) Any Property survey;
 - c) All topographical, geotechnical, wetlands, soils, and underground reports and investigations;
 - d) Copies of current Property tax statements;
 - e) Copies of all notices given to Donor or notices Donor is aware of by any and all governmental bodies affecting the Donated Property, during the term of Donor’s ownership and during any previous ownership of the Donated Property.
- 6) **Donee’s Conditions Precedent to Closing.** In addition to any other conditions contained in this Agreement, the conditions of this Section must be satisfied by Donee prior to Donee’s obligation to accept Donor’s donation of the Donated Property. These conditions are intended solely for Donee’s benefit and Donee has the sole right and discretion to waive, by written notice, any of these conditions. In the event any condition is not satisfied or waived on or before Closing, Donee will have the right to terminate this Agreement.
 - a) Donee must be satisfied, in its sole discretion, with the results of Donee’s due diligence and inspection of the Donated Property.
 - b) Donee must be satisfied, in its sole discretion, that all Unacceptable Exceptions have been removed from the Preliminary Commitment or accepted, in writing, by Donee.

- c) Donee must obtain written authorization by the City Council of the City of St. Helens to accept the Donated Property.

7) Closing. The conveyance of the Donated Property shall be closed in escrow at the offices of the Escrow Company within ten (10) days of the expiration of the Due Diligence Period, or earlier by mutual agreement (the “Closing Date”).

8) Events of Closing.

- a) On or before Closing, Donor shall deliver to Escrow Company the following:
 - i) A Statutory Warranty Deed duly executed and acknowledged in recordable form by Donor, conveying to Donee fee simple title to the Donated Property, subject only to the Permitted Exceptions.
 - ii) Satisfactory evidence of Donor’s authority to execute any and all of the documents necessary to consummate this donation.
 - iii) An executed Certificate of Non-Foreign Status, pursuant to Section 1445(b)(2) of the United States Internal Revenue Code.
 - iv) If requested, a Donation Letter signed by Donor acknowledging Donor’s right to and waiver of just compensation for the Donated Property.
 - v) Any other documents and funds required of Donor to close the transaction in accordance with this Agreement.
- b) On or before Closing, Donee shall deliver to Escrow Company the following:
 - i) An executed and acknowledged acceptance of the Statutory Warranty Deed conveying fee simple title to the Donated Property to Donee.
- c) At Closing, Escrow Company shall be prepared to issue a standard ALTA owner’s title insurance policy in the assessed value of the Donated Property, insuring fee simple title vested in Donee, subject only to the Permitted Exceptions as established under Section 3 of this Agreement (the “Title Policy”).

9) Closing Costs. Donee agrees to be responsible for the payment of (a) any escrow fee of the Escrow Company and (b) any and all recording costs, excise and transfer taxes. Donee shall pay the premium for the Title Policy and the costs associated with endorsements, if any, to the Title Policy. Except as expressly provided in this Agreement, the respective Parties shall bear their own costs and expenses incurred by such party in connection with this transaction.

10) Prorations and Adjustments. Items of expense with respect to the Donated Property shall be prorated or otherwise adjusted by the parties as follows:

- a) Real property taxes, personal property taxes, if any, and assessments for the tax year during which the Closing occurs shall be prorated as of the Closing Date.
- b) All other items of expense with respect to the Donated Property, if any, affecting the Donated Property shall be prorated as of the Closing Date, to the extent the information necessary for such proration is then available. To the extent, if any, that any such information is not then available, including current year tax statements, the parties shall make appropriate compensating payments as soon after the Closing as the necessary information becomes available.

11) Possession. Donee shall be entitled to possession of the Donated Property as of the Closing Date.

12) Default; Remedies.

- a) In the event Closing and the consummation of the donation contemplated herein does not occur by reason of any default by Donor, Donee will be entitled to seek damages to the extent permitted by law and will be entitled to recover from Donor all of Donee's expenses incurred in connection with the donation. Donee shall not be entitled to specific performance.
- b) In the event Closing and the consummation of the donation contemplated herein does not occur by reason of any default by Donee, Donor will be entitled to seek damages to the extent permitted by law. Donor shall not be entitled to specific performance.

13) Donor's Representations and Warranties. Donor represents and warrants to Donee that:

- a) Donor has full power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby. The individual executing this Agreement on behalf of Donor has the full power, right and actual authority to bind Donor to the terms and conditions hereof. Upon request by Escrow Company, Donor shall furnish Donee with evidence of the foregoing authority.
- b) Donor has received no uncured notice from any governmental agency having jurisdiction in the matter of any violation of any statute, law, ordinance, deed restriction or rules or regulations with respect to the existence, construction, maintenance, or operation of the Donated Property.
- c) Donor has no knowledge of any condemnation, zoning, annexation, or other land use proceeding, either instituted or threatened, which could adversely affect the value or use of the Donated Property, nor has Donor any actual knowledge of any special assessment proceedings with respect to the Donated Property.
- d) Donor is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986.
- e) To Donor's actual knowledge, there are no hazardous substances (as defined in ORS 465.200) in, upon, or buried on or beneath the Donated Property and no hazardous substances have been emitted or released from the Donated Property in violation of any environmental laws of the federal or state government. Donor has not brought onto, stored on, buried, used on, emitted, or released from, or allowed to be brought onto, stored on, buried, used on, emitted, or released from, or produced or disposed of, from or on the Donated Property, any hazardous substances in violation of any environmental laws of the federal or state government.
- f) There are no actions, claims or proceedings pending or threatened by any other party against Donor in connection with the Donated Property or against the Donated Property, and Donor is not in default under any contracts, leases, encumbrances, or instrument pertaining to the Donated Property.
- g) As of the Closing, there will be no contracts, licenses, commitments, or undertakings, respecting the maintenance of the Donated Property or equipment on the Donated Property or performance of services on the Donated Property or the use of the Donated Property or any part of its except for those which Donee agrees in writing to assume.
- h) The foregoing representations and warranties shall be true and correct at Closing, and to the extent that full performance of such representations and warranties is not required prior to or at Closing, they shall survive the Closing.

14) Donee's Representations and Warranties. Donee represents and warrants to Donor that:

- a) Subject to the conditions stated in this Agreement, Donee has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the donation contemplated.
- b) All requisite action has been taken by Donee in connection with entering into this Agreement and the instruments referred to herein and to consummate the donation contemplated.
- c) The person executing this Agreement and the instruments referred to herein on behalf of Donee has the legal power, right, and actual authority to bind Donee to the terms and conditions of this Agreement.

15) Indemnities.

- a) **Indemnity by Donor.** Donor agrees to indemnify and hold harmless Donee from and against any and all losses, damages, claims, costs and expenses and any other liability whatsoever, including, without limitation, reasonable accountants' and attorneys' fees, charges and costs, incurred by Donee by reason of (i) Donor's breach of any provision or term of this Agreement which survive the Closing; and (ii) any act, event, condition or omission of Donor, or Donor's employees, principals, contractors, or agents relating to the Donated Property, that existed or occurred prior to the Closing Date. Donor's duty to indemnify shall terminate and be of no force and effect upon the expiration of the applicable statute of limitations for the act(s) or other occurrence which give rise to the claim for indemnity.
- b) **Indemnity by Donee.** Donee agrees to indemnify and hold harmless Donor from and against any and all claims, losses, liabilities, and expenses (including reasonable attorney fees) arising out of the Donated Property after the Closing Date.

16) Charitable Contribution. Donor is solely responsible for establishing, for federal tax purposes, the amount of any charitable contribution associated with Donor's donation of the Donated Property to Donee. Donor has been informed of and understands that Donor is entitled to just compensation as consideration for granting the Donated Property, and to a copy of an appraisal of the Donated Property provided and paid for by Donee. Donor hereby expressly acknowledges that Donor has elected to release Donee from its obligation to provide Donor with an appraisal of the Donated Property. Donor will rely solely on the advice of Donor's own tax professionals regarding (a) the availability of a tax deduction in connection with the proposed donation, and (b) the requirements for appraisals and other documentation to substantiate the value of the contribution. Notwithstanding the foregoing, Donee agrees to sign Internal Revenue Service Form 8283 relating to donations of interest in land once Donor has completed and filled out the form in its entirety. Neither Donee nor its officers, employees, or agents shall be liable in the event that the intended charitable gift or any portion thereof is determined by the Internal Revenue Service, or any other appropriate authority, not to be deductible.

17) Time is of the Essence. Donor and Donee hereby acknowledge and agree that time is strictly of the essence with respect to every term, condition, obligation, and provision contained in this Agreement. Unless otherwise specified herein, in computing any period of time described in this Agreement, whenever a date for an action required to be performed falls on a Saturday, Sunday, or a state or federal holiday, then such date shall be extended to the following business day.

18) Binding Effect; Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

19) Notices. Notices required or permitted under this Agreement must be in writing to the address set forth below and will be deemed delivered upon (i) personal service; (ii) three days after deposit in the United States Mail, postage prepaid, certified mail with return receipt requested; (iii) one day after deposit with nationally recognized overnight service courier, or (iv) same day of e-mail. The addresses set forth below may be changed by written notice, given in the same manner as required herein.

If to Donor:

St. Helens II, LLC

Attn: _____

Email: _____

If to Donee:

City of St. Helens

Attn: Jacob Graichen

265 Strand Street

St. Helens, OR 97051

Email: jgraichen@ci.st-helens.or.us

With a copy to:

Jordan Ramis PC

Attn: Edward Trompke

1211 SW 5th Avenue, 27th Floor

Portland, Oregon 97204

Phone: 503-598-5532

Email: ed.trompke@jordanramis.com

If to Escrow Company:

Ticor Title Northwest

2534 Sykes Road, Suite C

St. Helens, OR 97051

Email:

20) Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

21) Amendment. This Agreement may not be modified or amended except by the written agreement of the Parties.

22) Attorney Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is

instituted, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, mediation, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

- 23) Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 24) Brokers.** Neither Donor nor Donee are represented by any broker, finder, agent or other person and owe no commissions arising from this donation. If the foregoing representation or warranty is untrue, the defaulting party shall indemnify and hold harmless the other party from and against all claims, liabilities, damages and expenses, including attorney fees and court costs, arising as a result thereof.
- 25) Integration.** This Agreement contains the entire agreement and understanding of the Parties with respect to the donation of the Donated Property and supersedes all prior and contemporaneous agreements between them with respect to such donation.
- 26) Governing Law.** This Agreement is made and executed under and shall be governed by and construed in accordance with the laws of the State of Oregon.
- 27) Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.
- 28) Effective Date.** The Effective Date of this Agreement shall be the later of the two dates shown beneath the Parties' signatures below.
- 29) Statutory Disclaimer.** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY

PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date above written.

DONOR:
ST. HELENS II, LLC

DONEE:
CITY OF ST. HELENS

By: _____

By: John Walsh

Its: _____

Its: City Administrator

Dated: _____

Dated: _____

ACCEPTANCE BY TITLE COMPANY

The undersigned hereby acknowledges receipt of a copy of this Agreement executed by Donee and Donor, and agrees to act as Escrow Company in accordance with its terms.

TICOR TITLE NORTHWEST TITLE COMPANY

By: _____

Name: _____

Title: _____

Dated: _____, 2021

EXHIBIT A**(Legal Description of Donated Property)****Parcel 1**

APN 10283

All that portion of Lots 4, 5, 6, 7, 8, 15 and 16, Block 142, CITY OF ST HELENS, Columbia County, Oregon, lying Westerly of the Westerly boundary of the Columbia River Highway, as established by deed to the State Highway Commission, recorded January 21, 1955 in Deed Book 124 at Page 574, records of Columbia County, Oregon;

TOGETHER WITH that portion of tract of land conveyed to St. Helens Partners by deed recorded June 26, 2002 under Columbia County Clerk's instrument number 02-08614 lying Easterly of said tract of land and lying Westerly of the Columbia River Highway right of way;

EXCEPTING THEREFROM any portion lying within 18th Street right of way.

Parcel 2

APN 10296

A tract of land situate in the Northwest quarter of Section 4, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

BEGINNING at a point that is South 89° 05' West 32.36 feet from the Northwest corner of H.M. Knighton Donation Land Claim in Section 4, Township 4 North, Range 1 West of the Willamette Meridian, Columbia County, Oregon, said point being on the South right of way line of St. Helens-Pittsburg County Road;

Thence South 07° 51' East a distance of 170.25 feet to a point in the center line of a lake;

Thence South 19° 13' East a distance of 112.40 feet to the Northerly line of the Joseph B. Steward tract as described in Book 183, Page 535 of Columbia County Deed Records;

Thence North 71° 53 ½' East a distance 156.9 feet, more or less, to the West property line of 18th Street;

Thence, along said 18th Street property line, North 17° 05 ½' West 134.24 feet to a point that is North 73° 00' East 101.4 feet from the Northwest corner of said H.M. Knighton Donation Land Claim, said point also being the Northeast corner of Government Lot 1, Section 4, Township 4 North, Range 1 West of the Willamette Meridian, Columbia County, Oregon;

Thence South 73° 00' West 101.4 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM any portion lying within parcel conveyed to Rex D Murray and Susan Dee Murray by deed recorded November 30, 1995 under Columbia County Clerk's instrument No. 95-10243.

EXHIBIT B

(Depiction of Donated Property)



City of St. Helens
EXTENSION OF PERSONAL SERVICES AGREEMENT

This Extension is made on June 21, 2023, between City of St. Helens, an Oregon municipal corporation (“St. Helens”), and **Jonathan J. Ellis** (“Contractor”).

RECITALS

- A. WHEREAS**, on or about September 7, 2022, St. Helens and Contractor entered into an agreement (“Agreement”) in which Contractor agreed to provide services (“Services”) related to Municipal Finance Services; and
- B. WHEREAS**, Paragraph 3 of the Agreement provides that the agreement terminates on December 30, 2022, and that the City reserves the right to extend the contract for a specified period of time; and
- C. WHEREAS**, on December 21, 2022, the Council approved an extension to June 30, 2023; and
- D. WHEREAS**, St. Helens and Contractor mutually desire to extend the term of the agreement for an additional year.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

- 1.** The termination date of the agreement signed on or about September 7, 2022, shall be amended to reflect a **termination date of June 30, 2024**, unless earlier terminated according to the terms of the Agreement.
- 2.** All other terms and conditions of the Agreement, as previously amended, shall remain in full force and effect other than as specifically amended herein.

ST. HELENS:

CONTRACTOR:

CITY OF ST. HELENS, an Oregon
municipal corporation

JONATHAN J. ELLIS

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

City of St. Helens

FIRST AMENDMENT TO PERSONAL SERVICES AGREEMENT

This Amendment is made on December 1, 2021, between City of St. Helens, an Oregon municipal corporation ("St. Helens"), and **Mackenzie Engineering, Inc.** ("Contractor").

RECITALS

A. WHEREAS, on or about December 1, 2021, St. Helens and Contractor entered into an agreement ("Agreement") in which Contractor agreed to provide services ("Services") related to infrastructure design work for the St. Helens Industrial Business Park; and

B. WHEREAS, Section 3 of the Agreement states expiration of the contract on June 30, 2023; and

C. WHEREAS, the City may extend the contract for a period of two (2) years in one (1) year increments; and

D. WHEREAS, the City and Contractor mutually desire to extend the contract for one (1) year.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. The Agreement signed on or about December 1, 2021, shall be amended to extend to June 30, 2024, unless terminated according to the terms of the Agreement.

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

ST. HELENS:

CITY OF ST. HELENS, an Oregon
municipal corporation

By: _____
Name: _____
Its: _____

CONTRACTOR:

MACKENZIE ENGINEERING, LLC

By: _____
Name: _____
Its: _____

City of St. Helens

EXTENSION OF PERSONAL SERVICES AGREEMENT

This Extension is made on June 21, 2023, between **City of St. Helens**, an Oregon municipal corporation (“City”), and **Mark Comfort** (“Contractor”).

RECITALS

A. WHEREAS, on or about June 16, 2021, St. Helens and Contractor entered into an agreement (“Agreement”) in which Contractor agreed to provide services (“Services”) related to clean-up of various properties, including nuisance properties, within the city limits of St. Helens as directed by the City; and

B. WHEREAS, the Agreement is set to expire June 30, 2023; and

C. WHEREAS, City wishes and Contractor agrees to extend the Agreement an additional year, as per the original Agreement conditions.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. The term of the Agreement is extended to June 30, 2024.
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.

CITY:

CONTRACTOR:

CITY OF ST. HELENS, an Oregon
municipal corporation

MARK COMFORT

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

City of St. Helens

EXTENSION OF PERSONAL SERVICES AGREEMENT

This Extension is made on June 21, 2023 between City of St. Helens, an Oregon municipal corporation (“City”), and **Mason, Bruce & Girard** (“Contractor”), an Oregon corporation.

RECITALS

A. WHEREAS, on or about June 17, 2020, St. Helens and Contractor entered into an agreement (“Agreement”) in which Contractor agreed to provide services (“Services”) related to forestry management; and

B. WHEREAS, Section 3 of the Agreement provides that the agreement terminates on June 30, 2022, and that the City reserves the right to extend the agreement for a period of two (2) years in one (1) year increments; and

C. WHEREAS, the agreement was extended on June 15, 2022 to June 30, 2023; and

D. 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 June 17, 2020, shall be amended to reflect a termination date of June 30, 2024 unless earlier terminated according to the terms of the Agreement.

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

ST. HELENS:

CITY OF ST. HELENS, an Oregon
municipal corporation

By: _____

Name: _____

Its: _____

CONTRACTOR:

MASON, BRUCE & GIRARD

By: _____

Name: _____

Its: _____

City of St. Helens

EXTENSION OF PERSONAL SERVICES AGREEMENT

This Extension is made on June 21, 2023, between City of St. Helens, an Oregon municipal corporation ("St. Helens"), and **Richard Oberdorfer** ("Contractor").

RECITALS

A. WHEREAS, on or about July 20, 2022, St. Helens and Contractor entered into an agreement ("Agreement") in which Contractor agreed to provide pro tem judicial services; and

B. WHEREAS, Paragraph 3 of the Agreement provides that the agreement terminates on June 30, 2023, 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, St. Helens and Contractor mutually desire to extend the term of the agreement for an additional year.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. The termination date of the agreement signed on or about July 20, 2022, shall be amended to reflect a **termination date of June 30, 2024**, unless earlier terminated according to the terms of the Agreement.

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

ST. HELENS:

CITY OF ST. HELENS, an Oregon
municipal corporation

By: _____

Name: _____

Its: _____

CONTRACTOR:

RICHARD OBERDORFER

By: _____

Name: _____

Its: _____

Intergovernmental Agreement

This Intergovernmental Agreement (the "Agreement") is made on **July 1st, 2023**, by and between the Scappoose Bay Watershed Council, of 57420 Old Portland Rd Ste 2, Warren, Oregon 97053 (hereinafter referred to as "SBWC") and City of St. Helens, 265 Strand St, St. Helens OR 97051 (hereinafter referred to as "COSH") for the purpose of achieving the various aims and objectives relating to the maintenance and improvement of natural areas on City owned property (the "Project").

WHEREAS both parties are authorized to enter into this Agreement for the cooperative endeavor of COSH Natural Area Maintenance and Improvement (Project);

WHEREAS COSH and SBWC will participate in the Project as Partners striving to achieve an improvement of natural areas in COSH Parks and Natural areas for the benefit of St. Helens residents;

WHEREAS SBWC and COSH desire to enter into an agreement in which SBWC and COSH will work together to complete the Project;

AND WHEREAS SBWC and COSH are desirous to enter into the Agreement between them, setting out the working arrangements that each of the Partners agree are necessary to complete the Project.

UNDERSTANDING. It is mutually agreed upon and understood by and among the Partners of this Agreement that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of the Project.
- d. This Agreement is not intended to and does not create any right, benefit, or trust responsibility.
- e. This Agreement will be effective upon the signature of both Partners.
- f. Any Partner may terminate its participation in this Agreement by providing written notice to other Partners.

1. DESCRIPTION OF SERVICES. SBWC ("Provider") will provide to COSH ("Recipient") the services described below (collectively, the "Services") to achieve the mutual goal of maintenance and improvement of natural areas on COSH owned property as identified by the Parks and Recreation Coordinator and SBWC Staff.

The Activities and Services for the Project shall include, but not limited to:

1. Monitoring, surveying, and mapping locations of noxious weeds/invasive plants within COSH parks.
2. Working with City park staff and volunteer groups to coordinate management treatments.
 - a. Assisting in weed control treatments
 - b. Engaging with contractors as needed.

3. Coordinating volunteer days with 'Friends of' parks groups
4. Training staff and volunteers for weed identification and field work.
5. Identifying partner programs and funding opportunities to complete management plan tasks.
6. Coordinating with Friends of Nob Hill Nature Park and COSH if any treatments are needed.
7. Assisting with Capital Improvement Program (CAPITAL IMPROVEMENT PROJECT) development for COSH:
 - a. Working with contractors to create estimates of treatments.
 - b. Providing recommendations for priority actions.

Services to be rendered by COSH include:

1. Minimum of six (6) meetings between Park Manager, City staff, and SBWC staff to discuss management priorities and strategies,
2. Staff availability to assist with chemical/mechanical treatments as recommended by SBWC staff,
3. Providing access to properties as needed,
4. Disposing of vegetation and trash as needed,
5. Lending tools and equipment for volunteer/community projects as needed, and
6. Providing logistical support and assistance for educational training.

2. COMMUNICATION STRATEGY

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

3. PAYMENT. Total charged costs shall not exceed **\$3000.**

COSH agrees to pay SBWC as follows:

SBWC will submit quarterly invoices for services completed to COSH. Payment by COSH is expected within 30 days of receipt of invoice.

COSH shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if COSH fails to pay for the Services when due, SBWC has the option to treat such failure to pay as a material breach of this Agreement and may cancel this Agreement and/or seek legal remedies.

4. TERM. This Agreement will terminate automatically on **June 30, 2024** unless mutually agreed upon in writing by both Partners. Agreement may be renewed for additional terms by written agreement by both parties of scope of work and budget for subsequent terms.

5. INDEMNIFICATION. Provider agrees to indemnify and hold Recipient harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Recipient that result from the acts or omissions of Provider and/or Provider's employees, agents, or representatives.

6. WARRANTY. Provider shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Provider's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Provider on similar projects.

7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

8. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such a time period shall result in the automatic termination of this Agreement.

9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

10. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees, both in the trial court and on appeal.

11. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

12. FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable

control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

12. LIABILITY No liability will arise or be assumed between the Partners as a result of this Agreement.

13. NOTICE Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

14. GOVERNING LAW This Agreement shall be construed in accordance with the laws of the State of Oregon.

15. ASSIGNMENT Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

16. AMENDMENT This Agreement may be amended or supplemented in writing, if the writing is signed by the party obligated under this Agreement.

17. SEVERABILITY If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

18. PRIOR AGREEMENT SUPERSEDED This Agreement constitutes the entire Agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Agreements, whether written or oral.

Signatories

This Agreement shall be signed on behalf of SBWC by Nicole Ferreira, Board President for the SBWC, and on behalf of COSH by Rick Scholl, Mayor for the COSH. This Agreement shall be effective as of the date first written above.

Scappoose Bay Watershed Council
By Nicole Ferreira, Board President

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

Attachment A

Description of Services/ Scope of Work City of St. Helens IGA 23-24 FY

The SBWC will provide the services described below to achieve the mutual goal of maintenance and improvement of natural areas on COSH owned property as identified by the City of St. Helens Parks and Recreation Manager and the Scappoose Bay Watershed Council Restoration Project Manager.

The Activities and Services for the Project shall include, but not limited to:

- i. Services to be rendered by the SBWC include:
 - 1. Monitoring, surveying, and identifying locations of noxious weeds/ invasive plants within the Parks.
 - a. Creating a Map that documents their locations.
 - 2. Working with the City Park staff and volunteer groups to coordinate management treatments.
 - a. Assisting in Weed Control Treatments.
 - b. Networking with Contractors if needed.
 - 3. Coordinating Volunteer Days with the Friends of Parks Groups and
 - 4. Training Staff and volunteers for weed identification and field work.
 - 5. Identifying partner programs and funding opportunities to complete management plan tasks.
 - 6. Coordinating with the Friends of Nob Hill Nature Park for volunteer parties and recommendations for the city of St. Helens for future treatments if needed.
 - 7. Assisting with CIP -Development for the City of St. Helens
 - a. Working with contractors to contain estimates of treatments.
 - b. Providing advice and recommendations for priority actions.
- ii. Services to be rendered by COSH include:
 - 1. Minimum of six meetings between Park Manager, City staff and SBWC to discuss management priorities and strategies.
 - 2. Staff availability to assist with chemical/mechanical treatments as recommended by the SBWC staff.
 - 3. Providing access to properties as needed.
 - 4. Disposal of vegetation and trash as needed.
 - 5. Lending tools and equipment for volunteer/community projects as needed.
 - 6. Providing logistical support and assistance for educational training.

Project Name	City of St. Helens IGA July 2023-June 2024				
Category	Item	Budget			
		Qty	Unit	Unit \$	TOTAL
Godfrey Park and McCormick Park					
Labor	Site Monitoring - AM	20	Hrs	37.24	744.80
Labor	Volunteer/ Stewardship Coordination - AM	22	Hrs	37.24	819.28
Labor	Outreach/Communication - AM/JM	6	HR	37.24	223.44
Material	Supplies	1	EA	36.68	36.68
Travel	mileage	40	miles	0.655	26.20
Labor	Admin - JM	4	Hr	47.96	191.84
				Subtotal	2,042.24
CIP Assistance					
Labor	Schedule Site Visits with Contractors for Estimates - AM	4	Hr	37.24	148.96
Travel	mileage	20	miles	0.655	13.10
Labor	Admin - JM	2	Hr	47.96	95.92
				Subtotal	257.98
Nob Hill Nature Park					
Labor	Site Visits	4	Hr	37.24	148.96
Travel	mileage	20	miles	0.655	13.10
Labor	Admin - JM	2	Hr	47.96	95.92
				Subtotal	257.98
Education and Training					
Labor	Educational Training for Staff and Volunteers - AM	8	EA	37.24	297.92
Labor	Admin - JM	3	Hr	47.96	143.88
				Subtotal	441.80
Total					3,000.00

Project Name:	City of St. Helens Public Safety Building Construction
Otak CPM Project No.:	
Otak CPM Project Contact:	David (Dave) Lintz
Client Name:	City of St. Helens
Client Mailing Address:	265 Strand Street, St. Helens, OR 97051
Project Street Address or Description:	150 S 13 th St., St. Helens, OR 97051
Property Owner (if different from Client):	
Attachment A:	Otak CPM original / accepted proposal, if any is separate
Attachment B:	Otak's Certificate of Insurance for the Client

We appreciate the opportunity to submit this Professional Services Agreement for your Project. Below please find our proposed scope of work and fee, as well as our standard terms and conditions. If agreed, please sign below, keep a copy for your records, and return a copy to us. This Agreement will be effective as of the last date of signature below, and we will proceed upon receipt unless you request, we await a Notice to Proceed.

Thank you for this opportunity. We look forward to working with you on this project.

Signed:

Signed:

Name: Doug Garland

Name: John Walsh

Title: Practice Area Manager

Title: City Manager

Company: Otak CPM, abn, Otak, Inc.

Company: City of St. Helens Oregon

Date:

Date:

John Walsh, City of St. Helens Oregon
021500.000 – City of St. Helens PSB Construction

Professional Services Agreement
June 15, 2023

Scope and Fee

Proposed Fee Summary

Proposed fee	\$110,734
Reimbursable Expenses.....	\$5,537

Proposed Fee Total **\$116,271**

Scope and Fee Conditions and Assumptions

Our scope of services and fees, as outlined herein, are based on the following assumptions and conditions:

1. Helping the city manage the remaining design, construction, move in and close out of the Public Safety building.
2. The proposed fee does not include fees for subconsultants or reimbursable expenses. Any subconsultant fees or reimbursable expenses will be added with a 10% handling, coordination, and integration markup.
3. The Client will secure and pay for all necessary approvals, permits, licenses and consents necessary to the performance of the contractors and services.
4. The Client will furnish Otak CPM with right-of-access to the site to conduct the contracted services.
5. Otak CPM will take all reasonable precautions to avoid or minimize any damage to the property during construction. The Client understands that in the normal course of work some damage may occur, the restoration if needed is not part of this agreement.

Terms and Conditions

Compensation

1. Client agrees to compensate Otak CPM for the Services as provided above. Hourly rates are subject to change.
2. Otak CPM will not exceed the estimated fee without Client's prior written authorization.
3. On signing, Client shall pay Otak CPM the following amount to be applied against the last invoice: \$0.
4. Outsourced expenses will be invoiced as provided above, and if silent above, at cost plus 10%.
5. Estimated fees are only for Services identified above. If Client changes the Project or changes the scope, manner, or timing of Otak CPM's services, the parties shall negotiate an adjustment to the terms, compensation, and/or schedule. All unadjusted terms of this Agreement shall continue to apply.
6. Client shall pay each invoice within thirty (30) days of the date of the invoice. Failure to then pay shall constitute default, and interest at the higher of 18% per annum or the legal rate shall accrue. On default, Otak CPM may suspend all Services until Client pays in full and may terminate this Agreement as of the 30th day of default. Otak CPM shall not be liable for any damages or costs incurred by Client, its subcontractors, agents, employees, or assigns because of any suspension or termination, including but not limited to indirect, incidental, consequential, punitive or economic damages. On suspension or termination, Otak CPM may require an additional deposit to resume performance, to be applied to the last invoice and any excess returned.
7. If the Project is idle more than sixty (60) cumulative days, Otak CPM may re-estimate its fees, schedule, and scope of work. The proposed fee, scope, and schedule provided to the Client shall be valid for fourteen (14) calendar days from the date of the proposal, after which Otak reserves the right to adjust fee, scope, and schedule.
8. Client shall also pay Otak CPM at its then-applicable hourly rates, and reimburse all actual costs, to comply with demands for documents or testimony involving the Project in any proceeding where Otak CPM is not a party.
9. Disputes or questions regarding an invoice or portion thereof shall not be cause for Client to withhold payment for other portions due. No deductions, offsets, or withholdings shall be made for any reason unless Otak CPM agrees in advance to such adjustments or has been found to be legally liable for such amounts, nor shall payment to Otak CPM be withheld, postponed, or contingent upon receipt by the Client of offsetting reimbursement or credit from the contractor or other parties causing additional expenses.

Insurance

10. Client understands and agrees that Otak CPM's errors and omissions liability insurance is a policy under which the costs of defense, including attorneys' fees, are deducted from the policy principal.
11. If Client offers insurance specific to the Project, Client shall offer Otak CPM the option to enroll if applicable.
12. The Client and Otak CPM waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance. The Client and Otak CPM shall each require similar waivers from their contractors, consultants, and agents.
13. If the Client requires types and limits of insurance in addition to the types and limits Otak CPM normally maintains, Client shall pay Otak CPM for costs incurred for the additional coverages.
14. Client agrees to require the general contractor, if there is one, to name "Otak, Inc. dba Otak CPM," as an "Additional Insured" under its general liability insurance or other relevant project insurance.

Standard of Care; Information; Safety; Schedule; Submitted Information; Confidentiality

15. The standard of care for all services by Otak CPM will be the skill and care used by members of the same profession performing similar services and practicing under similar circumstances at the same time and in the same locale. Otak CPM makes no warranties, express or implied, as to Otak CPM's services.
16. Otak CPM may rely without liability on the accuracy and completeness of information provided by Client, its consultants and contractors, and information from public records, without independent verification.

17. Otak CPM shall have no responsibility for, or control over, the construction means, manner, methods, techniques, or safety precautions employed by others in the development or construction of the Project.
18. If Otak CPM's duties include Project site observation or visits, Otak CPM shall not be required to make continuous or exhaustive inspections to check the quality or quantity of the work being done on the Project.
19. Otak CPM's review of materials prepared by contractors is not conducted to determine the accuracy of details such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems. The contractor(s) remain responsible for accurate content in submitted documents, coordination of their work with other trades, and confirming and correlating dimensions. Review is not approval of safety precautions, construction means, methods, techniques, sequences, or procedures.
20. Client agrees that Otak CPM does not have access to Client's customer or other partner information. Otak CPM agrees to not disclose confidential or proprietary information received from Client if marked as "Confidential" or "Proprietary." Otak CPM will not use such information for its own benefit or disclose to any third party without Client's written consent. This shall not apply to any information (a) in the public domain at the time disclosed, (b) already known without restriction to the party receiving it at the time disclosed, (c) lawfully learned from a third party, or (d) required by law to be disclosed.

Limitations of Liability

21. **No control over markets:** Otak CPM does not have control over market conditions, or contractors' methods of pricing or performance, including the cost of labor, material, equipment, or services furnished by others, which may affect any opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs.
22. **Certification limitation:** Otak CPM shall not certify, or warrant conditions Otak CPM cannot ascertain.
23. **Limitation of liability:** The total aggregate liability of Otak CPM and its officers, directors, employees, agents, and consultants to Client and anyone claiming through Client for any and all injuries, claims, losses, expenses, or damages related to the Services, the Project, or this Agreement, from any cause or causes whatsoever arising in tort, statute, or contract, shall not exceed the lesser of \$250,000, Otak CPM's total compensation for the Services actually paid and received, or the proceeds of Otak CPM's applicable insurance.
24. **Waiver of consequential damages:** Neither party shall be liable to the other for incidental, indirect, or consequential damages arising out of, or connected in any way to the Project or this Agreement. This includes, but is not limited to, loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action arising in tort, statute, or contract.
25. **No liability for Client actions:** Otak CPM shall not be responsible for a Client's directive, substitution, or acceptance of non-conforming work made or given without Otak CPM's written approval.
26. **No individual liability:** No shareholder, principal, member, officer, director, partner, employee, or other representative of Otak CPM shall have personal liability to Client, or any other party, relating to this Agreement.
27. **Force majeure:** Otak CPM shall not be liable for delay or failure outside of Otak CPM's reasonable control, including without limitation delays due to pandemic or other public health concern, inclement weather, strikes, lockouts, labor troubles, accidents, fire, earthquake, civil commotion, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers, suspension of shipping facilities, or any act or default of a carrier. In such a situation, Client shall accept the Services and pay for the same when provided, so long as a mutually acceptable revision is made to the scope of services and compensation.
28. **Accrual of claims:** Any cause of action between the parties to this Agreement arising out of any damages caused by the performance of, or failure to perform under, this Agreement, shall be deemed to have accrued, and all statutes of limitations and repose shall commence to run by the earlier of the date of substantial completion of the Project or 30 days following the date of Otak CPM's final invoice.
29. **Construction defects:** Client understands that Otak CPM is providing project coordination services and does not make or have authority to make design changes or provide installation directions to

the Design Team, General Contractor, or Subcontractors on the project. Client relieves and agrees to protect and hold harmless Otak CPM from any current or future liability associated with construction defect claims for this project.

30. Right to review contractor change orders: Client shall provide to Otak CPM for its review any construction change orders affecting Otak CPM's work prior to performance by the contractor, and Client agrees to waive any claim against Otak CPM for contribution to construction change orders not provided to Otak CPM for review.

Dispute Resolution

31. Termination: Either party may terminate this Agreement with ten (10) calendar days' written notice. If Client terminates, Client shall pay Otak CPM for Services performed to the date of termination plus termination expenses, such as but not limited to reassignment of personnel, subcontract termination costs, and related closeout costs. If Otak CPM terminates, Client shall pay Otak CPM for Services performed to the date of termination when Otak CPM delivers all Instruments of Service as defined below completed in whole or in part. Delivery of all Instruments of Service completed in whole or in part shall be the limit of Otak CPM's liability in the event of such termination.
32. Mediation: Before initiating any legal proceeding, the parties agree to submit all claims or disputes to non-binding mediation with an agreed mediator by written request to the other party. This shall survive completion or termination of this Agreement, but neither party may call for mediation if time-barred under applicable law. Client agrees to provide for Otak CPM's review a claim validation or other expert opinion satisfying any "certificate of merit" statutes under the law of the Project's location.
33. Law and Venue:
- a. This Agreement shall be construed according to the state law of the Project's location.
 - b. Any litigation between Otak CPM and Client related to this Agreement shall occur in Multnomah County, Oregon, or the Oregon federal district court in Portland, Oregon.
 - c. This paragraph shall not apply to lien foreclosure proceedings by Otak CPM where the Project is located.
34. Indemnification:
- a. Client shall indemnify Otak CPM and its related companies, and their respective officers, directors, and employees, from and against all damages arising out of the following: (a) damages to the extent caused by the negligence or willful misconduct of Client and/or its principals, employees, or subcontractors; (b) Client's use of information prepared by Otak CPM other than for the Project without Otak CPM's written consent; (c) hazardous substances at or adjacent to the Project; (d) any certificate regarding the Project by Otak CPM for a government entity, lender, or other third party, except as to Otak CPM's negligence; (e) Otak CPM's use of intellectual property provided by Client.
 - b. Otak CPM shall indemnify Client and its officers, directors, and employees from and against damages arising out of Otak CPM's work on the Project to the extent such damages are caused by the negligence of Otak CPM, and/or its officers, directors, or employees in performing the Services.
 - c. Neither indemnification obligation shall extend beyond the date when legal or equitable proceedings would be time-barred.
35. Additional Insured: To the extent available, Client agrees to include in its contract with the general contractor the requirement that the general contractor name Otak CPM as an "Additional Insured" on the insurance policies of the general contractor.
36. Joinder: Each party agrees to make every effort to join, and not object to such joinder by another, such other parties in any stage of dispute resolution as the other party may reasonably request.

Intellectual Property

37. Otak CPM and its consultants shall be deemed the authors and owners of their respective reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form ("Instruments of Service") and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet regulatory requirements is not publication in derogation of the reserved rights.
38. Otak CPM grants to Client a nonexclusive license to use Otak CPM's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided Client has performed under this Agreement. Otak CPM shall obtain similar nonexclusive licenses from its consultants. If Otak CPM suspends or terminates this Agreement,

this license shall terminate. Otak CPM shall not assign, delegate, sublicense, pledge, or transfer such license to another party without Client's prior written agreement. Unauthorized use of the Instruments of Service is at the Client's risk without liability to Otak CPM.

39. If Client uses Instruments of Service without retaining their author(s) or beyond the scope of Client's license, Client releases Otak CPM and its consultant(s) and shall defend, indemnify, and hold harmless Otak CPM and its consultants from all costs and expenses of claims asserted by any third party from such use.
40. Client agrees that Otak CPM may use and publish Client's name, general description and related photographs of the Project, in describing Otak CPM's experience to other clients or potential clients, in any manner.

Electronic Media Release

41. Client may request Otak CPM to provide it plans, specifications, Building Information Model files, or other electronic files in electronic form (collectively "electronic media" or "EM").
42. Client acknowledges that the EM are supplemental information provided only for convenience. The EM are not legally binding contract documents; may not be reliable; are not for fabrication or construction; may not include all revisions; may be inaccurate from electronic storage, transmission, or technology incompatibility; may be revised by others without Otak CPM's consent; may vary when plotted; or may corrupt the Client's data.
43. Any use and/or change to the EM including by Client, its subcontractors, and consultants will be at Client's sole risk, and without liability, risk, or expense to Otak CPM. Any altered EM shall have all indices of Otak CPM's ownership, professional name, and/or involvement in the Project removed.
44. Client agrees to release, defend, indemnify, and hold harmless Otak CPM, its consultants, and their respective officers and employees from and against any and all claims, demands, losses, expenses, damages, penalties, and liabilities including, without limitation, attorneys' fees including pre-claim and on appeal, arising from reliance on, use of, or change to the EM, and to require this of any agent to which Client provides EM.
45. Otak CPM makes no warranties, either expressed or implied, as to the EM, including but not limited to warranties of merchantability or of fitness for any particular purpose.

Hazardous Materials/Safety

46. Except to the extent of its gross negligence or willful misconduct, Otak CPM has no liability or responsibility for any hazardous materials including but not limited to identification, handling, mitigation, and/or disposal. It shall be the duty of the Client to advise and clearly define to Otak CPM of any known or suspected hazardous substances which are or may be related to the services provided. Such hazardous substances include but are not limited to products, materials, byproducts, wastes or samples of known or unknown origins. If Otak CPM observes or suspects the existence of unanticipated hazardous materials during the course of providing contracted services, Otak CPM may at its option terminate or suspend its further work until the condition is rectified. If the conditions cannot be rectified to the satisfaction of Otak CPM, Otak, at its option may terminate the agreement forthwith.
47. Otak CPM will comply with all on-site safety procedures as established by the Contractor and/or the Client. It will be the responsibility of the Client to furnish all on-site safety plans and regulations to Otak CPM prior to commencement of services. Otak CPM will at no time be responsible for the monitoring, reporting or management of the on-site safety program for the Client or any contractor.

The Contract Documents

48. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written and oral, courses of dealing, or other understandings between the parties. No modification of this Agreement shall be binding unless acknowledged by both parties.
49. There are no third-party beneficiaries to this Agreement.
50. The Client agrees to notify Otak CPM of any assignment of its rights, interests or obligations under the Agreement.
51. Any term or provision of this Agreement held unenforceable shall be stricken with no effect on the remainder.

Last updated March 2, 2023

City of St Helens Public Safety Building Construction

Contractor Howard S Wright
Architect McKenzie Architects
Total Project budget \$ 12,668,060.00
Project SF 11,100
Otak's proposed Mgmt fee \$ 110,733.84
Reimbursable expenses (5%) \$ 5,536.69
Total project mgmt budget \$ 116,270.53
Duration (months) 24

Design Development

Construction Documents

Permitting

Construction

Move / Close

Project Manager		Move / Close																				TOTALS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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Total Hours

June 12, 2023

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

***Re: Project Management for the Construction of a new Public Safety Building
Otak Project No. 020996.000***

Dear John:

Thank you for offering Otak CPM the opportunity to be a part of the programming and design phases of the new Public Safety Building for City of St. Helens. Knowing the many years St. Helen's has worked on this project, we're excited to help you bring this building to realization. We're also honored to be asked to support the city through construction of the building. We estimate Dave Lintz and Julie Bollermann will each spend approximately 15 to 20 hours a month for the next 24 months helping the city manage the remaining design, construction, move in and close out of the Public Safety building. The estimated cost for their services is \$110,734.00. An additional 5% in reimbursable expenses brings the total we requesting to \$116,270.00.

If this meets with your approval, we've attached a Professional Services Agreement for your signature.

Sincerely,

Dave Lintz
Senior Project Manager
Otak CPM

APPOINTMENTS TO ST. HELENS CITY BOARDS AND COMMISSIONS

City Council Meeting ~ June 21, 2023

Item #15.

Pending applications received:

<u>Name</u>	<u>Interest</u>	<u>Date Application Received</u>	<u>Referred by Email To Committee(s)</u>
• Brian Long	Parks & Trails	2/10/23	2/13/23

Library Board (4-year terms)

- Ellen Jacobson's term expires 6/30/2023. She would like to be reappointed.

Status: A press release was sent out on January 12, 2023 with a deadline of February 28, 2023. We received one (1) application.

Next Meeting: June 12, 2023

Recommendation: The Board met on June 12 and voted to recommend reappointment of Ellen Jacobson to an additional term. Her term will expire 6/30/27.

Parks & Trails Commission (4-year terms)

- Carmin Dunn resigned. Her term expires 12/31/2024.

Status: An interview subcommittee interviewed Brian Long on April 21, 2023.

Next Meeting: July 10, 2023

Recommendation: At their June 12 meeting, the Commission unanimously voted to recommend that the City Council appoint Brian Long. His term will expire 12/31/2024.

City of St. Helens
RESOLUTION NO. 1648

A RESOLUTION ESTABLISHING GUIDELINES FOR THE APPOINTMENT
OF ST. HELENS BOARD, COMMITTEE AND COMMISSION MEMBERS,
SUPERSEDING RESOLUTION NO. 1521

WHEREAS, the City Council wished to establish the same guidelines for recruitment, interviews and appointments for all City boards, committees and commissions, and adopted Resolution No. 1521 on August 12, 2009; and

WHEREAS, Resolution No. 1521 established general recruitment, selection and appointment guidelines for appointments to the City of St. Helens boards, committees and commissions; and

WHEREAS, the Council wishes to update the guidelines adopted in Resolution No. 1521 to better meet the needs of the City.

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

1. The City Recorder shall send a press release to the local newspaper of record announcing all board, committee and commission vacancies as they become available. A "vacancy" is defined as an unoccupied position, resulting from a voluntary resignation or involuntary termination. A member whose term expired does not create a vacancy, unless that member is resigning at the end of his/her term or the majority of the board, committee or commission wishes to terminate said member.
2. Any individual or group is encouraged to submit names for consideration to the City.
3. All new applicants shall submit a written application to the City Recorder's Office.
4. Members wishing to continue their appointment for another term will inform the City Recorder but need not submit a new application. If a member has served two consecutive full terms, a press release shall be sent to the local newspaper of record, each subsequent term expiration thereafter, to solicit new applications for that position. The incumbent may be reappointed at the discretion of the interview panel and City board, committee or commission. If an individual has been off a City board, committee or commission for a year or more, they must complete a new application.
5. The recruitment period to the board, committee or commission shall be for a finite period. At the end of the advertising period, the Council liaison shall determine if the pool of candidates is sufficient to continue with the selection process or may continue the recruitment period for a set or unlimited period until it is determined there is a sufficient pool of candidates.
6. The Council liaison to the board, committee or commission shall be responsible to assemble an interview committee. The interview committee shall be responsible to make recommendations via the Council liaison to the Mayor and City Council.
7. Appointments must comply with any ordinances, bylaws, Charter provisions, or state or federal laws concerning the board, committee or commission. In the event of any inconsistency between these policies and a chapter relating to a specific board, committee or commission, the specific chapter shall control.
8. In order to become more familiar with each applicant's qualifications, the interview committee may interview all or a shortlist of applicants for a position. The number of applicants to be interviewed is at the interview committee's discretion. The interview committee also has the discretion to reject

all applications in favor of re-advertising if no applicants are found to be suitable for the board, committee or commission.

9. Reappointments to a City board, committee or commission shall be considered in accordance with the guidelines listed in this section, together with the type of service the individual has already given to the board, committee or commission and his/her stated willingness to continue.
10. Consideration should be given to residents outside the City when the board, committee or commission or function serves residents outside City boundaries.
11. Board, committee or commission members shall not participate in any proceeding or action in which there may be a direct or substantial financial interest to the member, the member's relative or a business with which the member or a relative is associated, including any business in which the member is serving on their board or has served within the previous two years; or any business with which the member is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential conflict of interest shall be disclosed at the meeting where the action is being taken.
12. Board, committee or commission vacancies are filled by appointment of the Mayor with the consent of Council. Board, committee or commission members shall serve without compensation except the Planning Commission that may receive a monthly stipend at the discretion of the City Council.
13. Individuals appointed to one City board, committee or commission shall not serve on any other City board, committee or commission during the term of their appointment; provided, that the Council may waive this limitation if it is in the public interest to do so.

PASSED AND ADOPTED by the City Council on this 18th day of December, 2013, by the following vote:

Ayes: Locke, Carlson, Conn, Morten, Peterson

Nays: None

/s/ Randy Peterson

Randy Peterson, Mayor

ATTEST:

/s/ Kathy Payne

Kathy Payne, City Recorder

City of St. Helens
Library Board
ACTION Minutes from Monday, May 8, 2023
 St. Helens Public Library via ZOOM

Members Present

Melisa Gaelrun-Maggi
 Ellen Jacobson
 Jana Mann, Vice Chair
 Aaron Martin
 Lynne Pettit
 Jessica Sturdivant

Members Absent

Rob Dunn, Chair
 Diana Wiener

Guests

Councilors in Attendance

Patrick Birkle

Staff Present

Brenda Herren-Kenaga, Reference Librarian
 Dan Dieter, Library Board Secretary



CALL MEETING TO ORDER: The meeting was called to order at 7:20 pm by Member Martin.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: N/A

PREVIOUS MEETING MINUTES: Minutes from April 10, 2023, were reviewed and approved.

OLD BUSINESS: STRATEGIC PLAN UPDATE: Member Martin gave a report on the status of the Strategic Plan Subcommittee. The group is making progress and when the input from Director Bishop is added, they hope to present a draft plan available for the June board meeting.

NEW BUSINESS: Member Pettit and Member Sturdivant met with prospective board member Fatima Salas on April 17 for an interview. Member Sturdivant made a motion to recommend Fatima Salas to be approved by City Council as a new library board member. Member Pettit seconded the motion, and the vote was unanimous. Member Jacobson's

term expires at the end of June, and she could be reappointed for another term if she wanted to. Member Jacobson said she would serve another four-year term.

LIBRARY DIRECTOR'S REPORT: Reference Librarian Herren-Kenaga presented the Library Director's Report as Director Bishop was not in attendance. The job description for the Makerspace Technician update will be postponed. We are still trying to find a way to schedule open hours in the Makerspace to get it back to normal. Member Martin requested updates at future board meetings. We did have the session on ethics training that everyone was invited to on April 12. The Friends will hold their book sale this Friday and Saturday. The Garden Club will also be holding their plant sale on Saturday. Next week, on Wednesday, May 17, one of our volunteers will be teaching a basic crochet class in the Makerspace. Thursday, May 18, the Book Club will be meeting at 7:15 here at the library, the theme for this week is "heritage books." Reference Librarian Herren-Kenaga attended the Budget Committee meeting. Councilor Birkle encouraged everyone to look at the budget online. Councilor Birkle suggested that it is helpful to show up on a regular basis but try to understand what the City is facing and offer ideas to help.

CITY COUNCILOR'S REPORT: Councilor Birkle stated that other than the budget conversation, he did want to report on a meeting with Director Bishop about the proposed code of conduct for boards, commissions, and committees. We need safeguards that are effective so we can ensure people are treated fairly. He said that the staff are doing a great work.

DISCUSSION ITEMS: N/A

SUMMARIZE ACTION ITEMS: Member Martin stated that the strategic plan subcommittee will hopefully be meeting sometime this week or next. We hope to hear back from Reference Librarian Herren-Kenaga about using volunteers in the Makerspace to set a schedule for regular repeating days and times. And please review Chair Dunn's presentation and send him feedback prior to the presentation's submission Wednesday this week.

NEXT MEETING: The next regularly scheduled meeting will be Monday, June 12, 2023, at 7:15 pm via Zoom.

ADJOURNMENT: Member Martin adjourned the meeting at 8:15 pm.

✍

Respectfully submitted by:

Library Board Secretary, Dan Dieter

2022-2023 Library Board Attendance Record

Item #16.

P=Present E=Excused Absence U=Unexcused Absence

Date	Davis	Dunn	Gaelrun-Maggi	Jacobson	Mann	Martin	Pettit	Salas	Sturdivant	Wiener
07-11-2022	P	P	P	-	P	-	-	-	E	E
08-08-2022	P	E	P	-	P	P	P	-	P	P
09-12-2022	P	P	P	-	P	P	P	-	P	U
10-10-2022	P	P	P	P	P	P	P	-	E	U
11-14-2022	P	E	P	P	P	P	P	-	P	U
12-12-2022	P	P	P	P	P	P	P	-	P	U
01-09-2023	-	P	P	P	E	P	P	-	P	U
02-13-2023	-	P	P	E	P	E	P	-	P	P
03-13-2023	Cancelled									
04-03-2023	-	P	P	P	P	P	E	-	P	U
04-10-2023	-	P	P	P	P	E	E	-	P	U
05-08-2023	-	E	P	P	P	P	P	-	P	U
06-12-2023										



PARKS AND TRAILS COMMISSION

Monday, May 08, 2023 at 4:00 PM

APPROVED MINUTES

MEMBERS PRESENT

Chair Dana Lathrope
 Vice Chair Lynne Pettit
 Commissioner Jerry Belcher
 Commissioner Howard Blumenthal
 Commissioner Jacob Woodruff
 Commissioner Scott Jacobson

STAFF PRESENT

Melisa Gaelrun-Maggi, Parks Administrative Assistant
 Brandon Sundeen, City Council
 Buck Tupper, Facilities Maintenance Supervisor

VISITORS

Debra Brimacombe
 Les Watters
 Caroline Skinner

CALL TO ORDER 4:00pm

APPROVAL OF MINUTES

1. Approve minutes from April 10th, 2023, meeting.
 Motion made by Commissioner Blumenthal, Seconded by Commissioner Jacobson.
Voting Yea: Chair Lathrope, Vice Chair Pettit, Commissioner Blumenthal, Commissioner Jacobson, Commissioner Woodruff.

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

2. Emerald Ash Borer - Debra Brimacombe

On the board of the soil and water conservation. The ash borer beetle is not here yet, but it is in forest grove. Would like to get ahead of it. Brought pictures of what it does to ash trees. Brought examples of signs that educate the public about ash trees and will help track ash trees. There is a bill at the state level to help with this problem as well. She has already identified ash trees in some St. Helens parks. is asking for permission to put out the signs.

Buck said that he recommends they install them so that they can identify.

Woodruff made motion to allow signs to be added to parks, Seconded by Blumenthal, Voting Yea: Chair Lathrope, Vice Chair Pettit, Commissioner Blumenthal, Commissioner Jacobson, Commissioner Woodruff.

3. Dalton Lake kiosks - Les Watters

Les brought a slide show on behalf of the museum that had examples of other kiosks for content ideas and material ideas.

Lathrope asked if there is current funding available for the kiosks. Pettit says that there is not.

Pettit feels that it would be nice to have a standard color for park signs. Buck mentioned that there already is color code that comes from the state when it comes to park informational signs, but he believes there might be some artistic room on these types of kiosks.

Woodruff asked about the average cost. Les does not know the current cost and mentioned other options for the signs besides metal.

Pettit asked what it would take to organize a fundraiser for the kiosks. Lathrope thought a grant through the new sub-committee would be the best option.

Jacobson asked if there has been much vandalism on the similar signs on Crown Zellerbach trail. Les said that signs have not been stolen due to the construction, and spray paint was able to be removed, but there has been some scratching.

Need to decide on site, size, materials, font, colors, and content, as well as coming up with funding, before recommending to council.

4. Plaque approval - Tupper

Buck Tupper is seeking approval to place another memorial plaque next to other plaques of family member by bench at Grey Cliffs Park.

Jacobson does not want area to become a memorial area. (Clarification: Jacobson did not mean this phrase to sound this way.)

Woodruff said we have done it for others in the city and does not see a problem.

Lathrope does not feel it will be a problem at this time and they can judge each case as they come.

**Woodruff made motion to allow plaque installation, Seconded by Pettit,
Voting Yea: Chair Lathrope, Vice Chair Pettit, Commissioner Blumenthal, Commissioner Jacobson, Commissioner Woodruff.**

NEW BUSINESS**5. Columbia Blvd overlook - Jacobson**

Corner of first and Columbia has been mentioned in the master plan as a possible future overlook, Jacobson wants to create a sub-committee to make sure it stays in the commission's sites.

6. Proposed campsite - Jacobson

Jacobson brought up the proposed plan by Steve Toschi at Planning Commission that was brought to City Council and has not been moved forward.

Counciler Sundeen advised caution as this is not something that City Council is proposing it is just a recommendation brought to City Council.

Pettit volunteered to go to the next planning commission meeting and make a statement.

OLD BUSINESS**7. Urban Trail update - Belcher**

Belcher brought a power point presentation about the Urban trail benefits and implementation.

Lathrope asked for deadlines and action plans.

Tupper mentioned that the kiosk sites have not been approved.

8. Heinie Huemann park update - Jacobson

Native plants were flagged in Heinie Huemann park. Half of the park was not mowed to see what comes up and to let them go through their cycle.

Jacobson would like to see the dog park moved.

9. Knob Hill update - Caroline Skinner

Caroline told of many successful work parties as well as their personal commitment to the gravel trails, waterways, and plants.

They have taken out non-native trees and plants while planting native species and hosting native plant walks.

With the help of the Lions Club, they have acquired three new benches.

In the future she would like more help from City staff during specific times.

10. City Council presentation - Lathrope

Lathrope requested information for park info from last calendar year from each commissioner.

11. Campbell Park field trip follow up - Lathrope

Tree trimming and maintenance will be coming up soon. No ETA on the removal of the old elephant slide. There is talk of improving the drainage area in the back of the park to cut down on mosquitos.

Lathrope thinks that Campbell would be a great park for a dog park.

Bring your ideas for dog parks to next month's meetings.

STAFF REPORT

Buck says that right now is mowing season.

All of the curb stops are now installed at McCormick Park. He would like to do that at Campbell Park.

Working on removing dead trees at Campbell Park now that PUD has removed the lines temporarily.

Make sure that volunteer hours are reported to Melisa and that work party is turned in so the garbage can be picked up.

COUNCILOR'S REPORT

Thanks to all those that can helped out at the Japanese garden work party.

There was a citizen that voiced concern over the 6ft leash law when training dogs in parks.

City Council is working on a new code of conduct.

DISCUSSION ITEMS

Commissioner Belcher brought up the fact that it gets muddy under the zipline at McCormick. Buck is aware of the situation.

Jacobson wants more involvement in any issues about parks.

ACTION ITEMS

Bring dog park ideas to the next meeting.

Send Park updates to Lathrope for the City Council report.

ADJOURNMENT 6:25pm

City of St. Helens

Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 21st day of June, 2023 are the following Council minutes:

2023

- Work Session, Public Hearing, and Regular Session Minutes dated May 3, 2023
- Work Session, Public Hearings, and Regular Session Minutes dated May 17, 2023

After Approval of Council Minutes:

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



St. Helens, OR

Expense Approval Register

Item #19.

Packet: APPKT00766 - 6.8.23 AP

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
EVERARDO MEDINA	05.30.23	06/02/2023	MEAL REIMBURSEMENT DUR...	100-705-52018	97.95
CULLIGAN	0741300	06/02/2023	BOTTLED WATER POLICE	100-705-52019	267.80
CULLIGAN	0746848	06/02/2023	BOTTLED WATER POLICE	100-705-52019	173.75
HUDSON GARBAGE SERVICE	13149156S046	06/02/2023	1554- TRASH PUBLIC LIBRARY	100-706-52003	87.80
HUDSON GARBAGE SERVICE	131493568S046	06/02/2023	7539- TRASH CITY HALL 265 ...	100-715-52023	128.76
HUDSON GARBAGE SERVICE	13149359S046	06/02/2023	2046-1287547 - POLICE GAR...	100-705-52023	117.50
HUDSON GARBAGE SERVICE	13149361S046	06/02/2023	7598- TRASH MCCORMICK A...	100-708-52023	829.65
HUDSON GARBAGE SERVICE	13149362S046	06/02/2023	7601-TRASH PUBLIC CANS PL...	100-715-52023	124.40
HUDSON GARBAGE SERVICE	13149682S046	06/02/2023	7056- TRASH REC CENTER O...	100-709-52023	115.46
HUDSON GARBAGE SERVICE	13149776S046	06/02/2023	5273- TRASH REC CENTER C...	100-709-52023	76.54
OREGON PATROL SERVICE	9153	06/02/2023	COURT SERVICES	100-704-52019	1,368.00
SIERRA SPRINGS	05-27-23	06/05/2023	WATER BOTTLED COURT / UB...	100-715-52001	59.99
STATE OF OREGON CORPOR...	1037782-946435	06/05/2023	NOTARY PUBLIC RENEWAL-LI...	100-702-52018	40.00
CHAVES CONSULTING INC	212371	06/05/2023	MONTHLY USER FEE PER USE...	100-702-52019	185.10
ORKIN	243626446	06/05/2023	1810 OLD PORTLAND RD PES...	100-709-52023	176.99
CODE PUBLISHING	GC0010896	06/05/2023	MUNI CODE WEB UPDATE	100-702-52019	490.00
OREGON DEPARTMENT OF R...	MAY 2023	06/05/2023	STATE COURT FACILITY	100-000-20800	7.00
OREGON DEPARTMENT OF R...	MAY 2023	06/05/2023	STATE	100-000-20800	20.00
OREGON DEPARTMENT OF R...	MAY 2023	06/05/2023	STATE DUII CONVICTION FEE	100-000-20800	465.00
OREGON DEPARTMENT OF R...	MAY 2023	06/05/2023	UNITARY	100-000-20800	83.22
OREGON DEPARTMENT OF R...	MAY 2023	06/05/2023	MISD SURCHARGE	100-000-20800	5.96
OREGON DEPARTMENT OF R...	MAY 2023	06/05/2023	STATE MISD	100-000-20800	300.00
OREGON DEPARTMENT OF R...	MAY 2023	06/05/2023	STATE DUII DIVERSION	100-000-20800	785.00
OREGON DEPARTMENT OF R...	MAY 2023	06/05/2023	LEMLA	100-000-20800	7.00
OREGON DEPARTMENT OF R...	MAY 2023	06/05/2023	STATE VIOLATION	100-000-20800	419.00
COLUMBIA COUNTY TREASU...	MAY 2023	06/05/2023	JAIL ASSESSMENT	100-000-20900	54.73
COLUMBIA COUNTY TREASU...	MAY 2023	06/05/2023	COUNTY ASSESSMENT	100-000-20900	240.21
COLUMBIA COUNTY TREASU...	MAY 2023	06/05/2023	CITY COURT COSTS DEDUCT...	100-000-36002	-29.49
STAPLES BUSINESS CREDIT	1649001882	06/06/2023	OFFICE SUPPLES	100-702-52001	19.72
STAPLES BUSINESS CREDIT	1649001882	06/06/2023	OFFICE SUPPLES	100-704-52001	180.57
STAPLES BUSINESS CREDIT	1649001882	06/06/2023	OFFICE SUPPLES	100-707-52001	76.48
STAPLES BUSINESS CREDIT	1649001882	06/06/2023	OFFICE SUPPLES	100-715-52001	335.58
CIVICPLUS	263671	06/06/2023	MUNICODE WEB PREMIUM C...	100-712-52006	4,270.00
ACE HARDWARE - ST. HELENS	05.31.23 60174	06/07/2023	ACE MATERIALS ACCT 60174	100-705-52023	23.56
ACE HARDWARE - ST. HELENS	05.31.23 60181	06/07/2023	ACE MATERIALS ACCT 60181	100-708-52001	87.95
MORE POWER TECHNOLOGY...	15078	06/07/2023	PREMIUM AGREEMENT MO...	100-712-52019	9,863.65
TRUVIEW BSI	7200075671	06/07/2023	BACKGROUND SCREENING C ...	100-702-52014	254.01
SHRED-IT C/O STERICYCLE INC	8003044802	06/07/2023	CITY HALL SHRED SERVICE	100-715-52001	141.47
SHRED-IT C/O STERICYCLE INC	8004016616	06/07/2023	CITY HALL SHRED SERVICE	100-715-52001	218.54
SHRED-IT C/O STERICYCLE INC	8004057396	06/07/2023	SHRED SERVICE	100-705-52019	159.56
METRO PRESORT	IN654815	06/07/2023	UB BILL PRINTING	100-707-52008	4,514.13
ORKIN	243626237	06/08/2023	265 STRAND PEST SERVICE Cl...	100-715-52023	105.99
ORKIN	243626396	06/08/2023	265 STRAND PEST SERVICE Cl...	100-715-52023	176.99
DAWN RICHARDSON - AP	6.7.23	06/08/2023	MILEAGE REIMBURSEMENT ...	100-707-52001	36.03
Fund 100 - GENERAL FUND Total:					27,161.55
Fund: 202 - COMMUNITY DEVELOPMENT					
MASON BRUCE & GIRARD INC	32584	06/02/2023	FOREST MANAGEMENT 0103...	202-724-52019	8,195.83
WILD CURRANT CATERING	001552	06/06/2023	CONSTRUCTION MEETING -...	202-721-52011	438.00
BEMIS	10525	06/07/2023	PUBLIC ENGAGEMENT	202-726-52019	466.00
MAYER REED INC	14335	06/07/2023	ST HELENS RIVERWALK	202-723-52055	5,616.10
JORDAN RAMIS PC ATTORNE...	207234	06/08/2023	GENERAL ENVIRONMENTAL	202-721-52019	1,040.00
MAUL FOSTER ALONGI INC	54512	06/08/2023	WWTP LAGOON ON CALL SE...	202-726-52019	6,982.50
MAUL FOSTER ALONGI INC	54514	06/08/2023	BWP ON CALL SERVICES	202-722-52019	156.25

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MOORE EXCAVATION INC	P-525 PAYMENT #5	06/08/2023	S 1ST AND STRAND ROAD A...	202-723-53102	558,173.85
Fund 202 - COMMUNITY DEVELOPMENT Total:					581,068.53
Fund: 205 - STREETS					
ACE HARDWARE - ST. HELENS	05.31.23 60179	06/07/2023	60179 ACE ACCT MATERIALS	205-000-52001	78.85
Fund 205 - STREETS Total:					78.85
Fund: 601 - WATER					
NORTHSTAR CHEMICAL	253866	06/02/2023	SODIUM HYPOCHLORITE 12....	601-732-52083	2,017.90
LAWRENCE OIL COMPANY	CFSI-14697	06/02/2023	247752 WATER	601-732-52022	112.98
CITY OF COLUMBIA CITY	05.26.23	06/07/2023	001754-001	601-732-52003	84.93
TRIANGLE PUMP & EQUIPM...	14084	06/07/2023	HOMA GRINDER PUMP	601-732-52001	2,861.77
Fund 601 - WATER Total:					5,077.58
Fund: 603 - SEWER					
COLUMBIA RIVER PUD	06.01.23 38633	06/02/2023	38633 594 S 9 ST POWER	603-737-52003	9,016.64
HUDSON GARBAGE SERVICE	13149245S046	06/02/2023	8333- TRASH WWTP 451 PL...	603-736-52023	139.38
HUDSON GARBAGE SERVICE	13149245S046	06/02/2023	8333- TRASH WWTP 451 PL...	603-737-52023	139.38
CORE & MAIN	S917414	06/02/2023	MATERIALS	603-735-52001	334.74
KNIFE RIVER CORP NW	2974996	06/06/2023	ROCK	603-735-52001	128.04
ACE HARDWARE - ST. HELENS	05.31.23 60180	06/07/2023	MATERIALS ACE ACCT 60180	603-737-52001	36.98
SUNSET AUTO PARTS INC - N...	05.31.23	06/07/2023	AUTO PARTS ACCT 6355	603-735-52001	93.65
GENERAL EQUIPMENT COM...	84272	06/07/2023	NOZZLE	603-735-52001	2,692.07
Fund 603 - SEWER Total:					12,580.88
Fund: 605 - STORM					
EAGLE STAR ROCK PRODUCTS..	42042	06/08/2023	3/4" 0 CRUSHED	605-000-52001	374.02
Fund 605 - STORM Total:					374.02
Fund: 703 - PW OPERATIONS					
HUDSON GARBAGE SERVICE	13149360S046	06/02/2023	7555- TRASH PW 984 OR ST	703-734-52023	95.10
HUDSON GARBAGE SERVICE	13149881S046	06/02/2023	CASCADES TISSUE SITE	703-734-52023	150.00
KINNEAR SPECIALTIES INC	5033456	06/02/2023	FLAT BAR	703-739-52099	9.86
LAWRENCE OIL COMPANY	CFSI-14697	06/02/2023	247748 PUBLIC WORKS	703-734-52022	1,679.09
LAWRENCE OIL COMPANY	CFSI-14697	06/02/2023	247750 PUBLIC WORKS	703-734-52022	91.37
ACE HARDWARE - ST. HELENS	05.31.23 60180	06/07/2023	MATERIALS ACE ACCT 60180	703-739-52099	62.31
ACE HARDWARE - ST. HELENS	05.31.23 60181	06/07/2023	ACE MATERIALS ACCT 60181	703-734-52001	57.31
ACE HARDWARE - ST. HELENS	05.31.23 60181	06/07/2023	ACE MATERIALS ACCT 60181	703-739-52001	37.99
SUNSET AUTO PARTS INC - N...	05.31.23	06/07/2023	AUTO PARTS ACCT 6355	703-739-52099	578.01
EMMERT CHEVERLET BUICK ...	452111	06/07/2023	2006 CHEVROLET COLORADO	703-739-52099	846.09
GENERAL EQUIPMENT COM...	84387	06/07/2023	TACHOMETER & SENDER ASS...	703-739-52099	400.29
LAWSON PRODUCTS	9310651989	06/07/2023	MATERIALS	703-739-52099	286.68
SCAPPOOSE SAND AND GRA...	T72273	06/07/2023	SALT AND PEPPER BY THE YA...	703-734-52001	168.17
COLUMBIA FEED AND SUPPLY	26261	06/08/2023	POLY PLATES	703-739-52099	134.94
WESTERN EQUIPMENT	7279993-00	06/08/2023	BOLT, WASHER, BLADE	703-739-52099	191.77
Fund 703 - PW OPERATIONS Total:					4,788.98
Fund: 706 - PUBLIC SAFETY					
WETLAND SOLUTIONS NORT...	21102-9	06/02/2023	WETLAND DELIN AND PERMI...	706-000-52019	100.00
AKS ENGINEERING & FOREST...	8041-02C-01	06/07/2023	KASTER ROAD ST HEENS 804...	706-000-52019	3,078.75
Fund 706 - PUBLIC SAFETY Total:					3,178.75
Grand Total:					634,309.14

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	27,161.55
202 - COMMUNITY DEVELOPMENT	581,068.53
205 - STREETS	78.85
601 - WATER	5,077.58
603 - SEWER	12,580.88
605 - STORM	374.02
703 - PW OPERATIONS	4,788.98
706 - PUBLIC SAFETY	3,178.75
Grand Total:	634,309.14

Account Summary

Account Number	Account Name	Expense Amount
100-000-20800	Court - State Assessment	2,092.18
100-000-20900	Court - County Assessm...	294.94
100-000-36002	Fines - Court	-29.49
100-702-52001	Operating Supplies	19.72
100-702-52014	Recruiting	254.01
100-702-52018	Professional Developme...	40.00
100-702-52019	Professional Services	675.10
100-704-52001	Operating Supplies	180.57
100-704-52019	Professional Services	1,368.00
100-705-52018	Professional Developme...	97.95
100-705-52019	Professional Services	601.11
100-705-52023	Facility Maintenance	141.06
100-706-52003	Utilities	87.80
100-707-52001	Operating Supplies	112.51
100-707-52008	Printing	4,514.13
100-708-52001	Operating Supplies	87.95
100-708-52023	Facility Maintenance	829.65
100-709-52023	Facility Maintenance	368.99
100-712-52006	Computer Maintenance	4,270.00
100-712-52019	Professional Services	9,863.65
100-715-52001	Operating Supplies	755.58
100-715-52023	Facility Maintenance	536.14
202-721-52011	Public Engagement	438.00
202-721-52019	Professional Services	1,040.00
202-722-52019	Professional Services	156.25
202-723-52055	Riverwalk Project	5,616.10
202-723-53102	Downtown Infrastructure	558,173.85
202-724-52019	Professional Services	8,195.83
202-726-52019	Professional Services	7,448.50
205-000-52001	Operating Supplies	78.85
601-732-52001	Operating Supplies	2,861.77
601-732-52003	Utilities	84.93
601-732-52022	Fuel	112.98
601-732-52083	Chemicals	2,017.90
603-735-52001	Operating Supplies	3,248.50
603-736-52023	Facility Maintenance	139.38
603-737-52001	Operating Supplies	36.98
603-737-52003	Utilities	9,016.64
603-737-52023	Facility Maintenance	139.38
605-000-52001	Operating Supplies	374.02
703-734-52001	Operating Supplies	225.48
703-734-52022	Fuel	1,770.46
703-734-52023	Facility Maintenance	245.10
703-739-52001	Operating Supplies	37.99
703-739-52099	Equipment Operations	2,509.95
706-000-52019	Professional Services	3,178.75

Account Summary

Account Number	Account Name	Expense Amount
706-000-52019	Professional Services	
Grand Total:		634,309.14

Project Account Summary

Project Account Key	Expense Amount
None	634,309.14
Grand Total:	634,309.14



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Refund Check Register

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Refund Check Detail

UBPKT02304 - 6.8.23 UB Credit Balance Refunds on Final Accounts

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
21-03821-009	Dickinson, Juli	6/8/2023	133732	19.96			19.96	Deposit
21-04121-000	Hamlin, Judy & James	6/8/2023	133733	119.00			119.00	Deposit
21-05971-000	Brewington, John & Cynthia	6/8/2023	133734	99.31			99.31	Generated From Billing
21-07998-000	Osborn, Judith	6/8/2023	133735	50.25			50.25	Deposit
23-00847-000	Reynolds, Jill	6/8/2023	133736	118.68			118.68	Deposit
23-01651-000	Schenck, R	6/8/2023	133737	310.02			310.02	Deposit
24-08699-006	Arnst, Jon	6/8/2023	133738	0.90			0.90	Generated From Billing
24-09291-004	Dunkin, Edward & Mary	6/8/2023	133739	17.06			17.06	Generated From Billing
Total Refunds: 8			Total Refunded Amount:	735.18				

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credits	735.18
Revenue Total:	735.18

General Ledger Distribution

Posting Date: 06/08/2023

	Account Number	Account Name	Posting Amount	IFT
Fund:	601 - WATER			
	601-000-10101	Claim On Cash - Water	-735.18	Yes
	601-000-11398	Unapplied Credits	735.18	
	601 Total:		0.00	
Fund:	999 - POOLED CASH			
	999-000-10100	Wells Fargo	-735.18	
	999-000-30101	Due To Other Funds	735.18	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



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APPKT00772 - AP 6.13.23 LIBRARY PETTY CASH

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
PETTY CASH - SUZANNE BISH...	6.13.23	06/13/2023	PETTY CASH	100-000-36001	243.90
Fund 100 - GENERAL FUND Total:					243.90
Grand Total:					243.90

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	243.90
Grand Total:	243.90

Account Summary

Account Number	Account Name	Expense Amount
100-000-36001	Fines - Library	243.90
Grand Total:		243.90

Project Account Summary

Project Account Key	Expense Amount
None	243.90
Grand Total:	243.90



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Packet: APPKT00768 - AP 6.16.23

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
ENTERPRISE FM TRUST	FBN4686720	03/20/2023	POLICE LEASE 589848	100-705-52097	12,836.26
ENTERPRISE FM TRUST	FBN4686720	03/20/2023	POLICE MAINTENANCE 5898...	100-705-52098	1,472.62
ENTERPRISE FM TRUST	FBN4686720	03/20/2023	RECREATION 615851	100-709-52097	532.97
ENTERPRISE FM TRUST	FBN4686720	03/20/2023	PLANNING 615853	100-710-52097	451.21
ENTERPRISE FM TRUST	FBN4686720	03/20/2023	CITY HALL ADMIN 615852	100-715-52097	7.00
ENTERPRISE FM TRUST	FBN4700674	03/20/2023	596107 BUILDING	100-711-52097	522.55
ENTERPRISE FM TRUST	FBN4703288	04/20/2023	POLICE LEASE 589848	100-705-52097	12,836.26
ENTERPRISE FM TRUST	FBN4703288	04/20/2023	POLICE MAINTENANCE 5898...	100-705-52098	2,166.34
ENTERPRISE FM TRUST	FBN4703288	04/20/2023	RECREATION 615851	100-709-52097	532.97
ENTERPRISE FM TRUST	FBN4703288	04/20/2023	PLANNING 615853	100-710-52097	451.21
ENTERPRISE FM TRUST	FBN4703288	04/20/2023	CITY HALL ADMIN 615852	100-715-52097	7.00
ENTERPRISE FM TRUST	FBN4720825	04/20/2023	596107 BUILDING	100-711-52097	522.55
ENTERPRISE FM TRUST	FBN4727833	05/22/2023	POLICE LEASE 589848	100-705-52097	12,836.26
ENTERPRISE FM TRUST	FBN4727833	05/22/2023	POLICE MAINTENANCE 5898...	100-705-52098	8,608.11
ENTERPRISE FM TRUST	FBN4727833	05/22/2023	RECREATION 615851	100-709-52097	532.97
ENTERPRISE FM TRUST	FBN4727833	05/22/2023	PLANNING 615853	100-710-52097	451.21
ENTERPRISE FM TRUST	FBN4727833	05/22/2023	CITY HALL ADMIN 615852	100-715-52097	7.00
ENTERPRISE FM TRUST	FBN4747953	05/22/2023	596107 BUILDING	100-711-52097	522.55
CENTURY LINK	06.02.23 351B	06/12/2023	130	100-712-52010	137.52
CENTURY LINK	06.02.23 351B	06/12/2023	967	100-712-52010	126.25
CENTURY LINK	06.02.23 351B	06/12/2023	909	100-712-52010	98.82
CENTURY LINK	06.02.23 351B	06/12/2023	228	100-712-52010	86.42
CENTURY LINK	06.02.23 351B	06/12/2023	699	100-712-52010	123.97
CENTURY LINK	06.02.23 351B	06/12/2023	162	100-712-52010	84.06
CENTURY LINK	06.02.23 351B	06/12/2023	818	100-712-52010	375.69
CENTURY LINK	06.02.23 351B	06/12/2023	796	100-712-52010	41.33
CENTURY LINK	06.02.23 351B	06/12/2023	579	100-712-52010	45.09
CENTURY LINK	06.05.23 632B	06/12/2023	632B	100-712-52010	40.21
LUCY HEIL ATTORNEY AT LAW	06.11.23	06/12/2023	LEGAL SERVICES	100-704-52019	3,500.00
COMCAST BUSINESS	174785801	06/12/2023	FIBER INTERNET ACCT 93457...	100-712-52003	4,661.18
COLUMBIA COUNTY COMM. ...	20234&5CSH	06/12/2023	WORK CREW	100-708-52019	4,875.00
HR ANSWERS	52614	06/12/2023	DIRECT MARKET SUMMARY ...	100-702-52014	340.00
EATONS TIRE AND AUTO REP...	82500	06/12/2023	2019 DODGE DURANGO-RAD...	100-705-52098	1,212.95
EATONS TIRE AND AUTO REP...	82508	06/12/2023	2021 FORD F150 WORK	100-705-52098	1,359.76
CINTAS	8406291232	06/12/2023	PARKS FIRST AID CABINET SE...	100-708-52001	66.49
CINTAS	8406291233	06/12/2023	CITY HALL FIRST AID CABINET...	100-715-52001	48.14
VERIZON	9936140319	06/12/2023	CELL SERVICE ACCT 2420601...	100-712-52010	160.95
METRO PRESORT	IN654945	06/12/2023	JUNE MONTHLY E SERVICE C...	100-707-52008	50.00
ABC TRANSCRIPTION SERVI...	STH0623008	06/12/2023	TRANSCRIPTION SERVICES M...	100-702-52019	609.50
BEMIS	10546	06/13/2023	PRR MIKKEL SIQUELAND	100-711-52001	16.00
THE WESTERN AGENCY	29850	06/13/2023	COLLECTIONS LIB 001536	100-000-36002	172.00
NW NATURAL GAS	06.13.23	06/14/2023	5638	100-705-52003	172.34
NW NATURAL GAS	06.13.23	06/14/2023	7673	100-706-52003	170.95
NW NATURAL GAS	06.13.23	06/14/2023	3047	100-708-52003	29.16
NW NATURAL GAS	06.13.23	06/14/2023	8563	100-708-52003	30.81
NW NATURAL GAS	06.13.23	06/14/2023	6430	100-709-52003	36.01
NW NATURAL GAS	06.13.23	06/14/2023	0109	100-709-52003	37.78
NW NATURAL GAS	06.13.23	06/14/2023	2848	100-715-52003	22.06
NW NATURAL GAS	06.13.23	06/14/2023	5285	100-715-52003	23.59
BIO-MED TESTING SERVICES ...	100089	06/14/2023	PRE EMPLOYMENT TEST	100-702-52019	45.00
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	150 S 13TH ST- POLICE	100-705-52003	146.40
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	150 S 13 ST POLICE STATION ...	100-705-52003	490.16
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	375 S 18TH ST COLUMBIA CE...	100-706-52003	845.32

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	200 N RIVER ST - GREY CLIFFS...	100-708-52003	38.43
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	162 MCMICHAEL ST - CAMPB...	100-708-52003	283.27
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	475 S 18TH ST- MCCORMICK ...	100-708-52003	32.73
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	265 STRAND ST. - SPLASH PA...	100-708-52003	34.60
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	264 STRAND ST- COL VIEW P...	100-708-52003	27.64
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	475 S 18TH ST	100-708-52003	101.84
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	475 S 18TH ST - MCCORMICK...	100-708-52003	70.62
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	475 S 18TH ST	100-708-52003	82.39
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	50 PLAZA SQ- PLAZA OUTLETS	100-708-52003	34.68
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	120 WHITE WAY - WALNUT T...	100-708-52003	0.01
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	475 S 18 ST METER 10220167	100-708-52003	67.86
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	299 N 6TH ST - PARKS	100-708-52003	28.43
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	200 N 7TH ST - PARK	100-708-52003	28.74
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	264 STRAND ST- PARKS/ GAZ...	100-708-52046	39.68
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	264 STRAND ST- COL VIEW P...	100-708-52046	27.66
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	265 STRAND ST. - DOCKS	100-708-52046	224.95
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	2625 GABLE RD REC CENTER	100-709-52003	210.83
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	265 STRAND ST- CITY HALL ...	100-715-52003	457.68
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	277 STRAND ST -	100-715-52003	32.03
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	275 STRAND ST- CITY HALL U...	100-715-52003	119.62
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	265 STRAND ST- CITY HALL ...	100-715-52003	144.84
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	277 STRAND ST- CITY HALL U...	100-715-52003	88.71
BUCHALTER A PROFESSIONAL...	1210893	06/15/2023	L6142-2	100-704-52019	3,587.50
BUCHALTER A PROFESSIONAL...	1217847	06/15/2023	LEGAL SERVICES	100-704-52019	5,137.80
PETTY CASH - DAWN RICHA...	6.14.23	06/15/2023	CITIZENS DAY GOLD COINS	100-703-52041	100.00
ENTERPRISE FM TRUST	FBN4759064	06/19/2023	POLICE LEASE 589848	100-705-52097	12,202.26
ENTERPRISE FM TRUST	FBN4759064	06/19/2023	POLICE MAINTENANCE 5898...	100-705-52098	426.67
ENTERPRISE FM TRUST	FBN4759064	06/19/2023	RECREATION 615851	100-709-52097	532.97
ENTERPRISE FM TRUST	FBN4759064	06/19/2023	PLANNING 615853	100-710-52097	451.21
ENTERPRISE FM TRUST	FBN4759064	06/19/2023	CITY HALL ADMIN 615852	100-715-52097	7.00
ENTERPRISE FM TRUST	FBN4771842	06/19/2023	596107 BUILDING	100-711-52097	522.55
Fund 100 - GENERAL FUND Total:					100,723.15
Fund: 201 - VISITOR TOURISM					
NW NATURAL GAS	06.13.23	06/14/2023	9614	201-000-52003	16.61
NW NATURAL GAS	06.13.23	06/14/2023	7764	201-000-52003	50.44
Fund 201 - VISITOR TOURISM Total:					67.05
Fund: 202 - COMMUNITY DEVELOPMENT					
PORTLAND GENERAL ELECTR...	06.08.23 1000	06/12/2023	7357701000	202-722-52003	50.83
MAUL FOSTER ALONGI INC	54513	06/12/2023	CENTRAL WATERFRONT SCO...	202-726-52019	13,438.75
PORTLAND GENERAL ELECTR...	06.09.23 1000	06/15/2023	1650931000	202-722-52003	20.60
ANTONIA DOGGETT	06.13.23	06/15/2023	RIVER OTTER PHOTO STAND-...	202-721-52011	500.00
Fund 202 - COMMUNITY DEVELOPMENT Total:					14,010.18
Fund: 205 - STREETS					
PORTLAND GENERAL ELECTR...	06.06.23 1000	06/12/2023	4854421000	205-000-52003	55.20
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	1800 COLUMBIA BLVD - SIG...	205-000-52003	108.53
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	495 S 18TH ST - LIGHT SIGNAL	205-000-52003	52.02
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	2198 COLUMBIA BLVD - SIG...	205-000-52003	43.43
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	191 N MILTON WAY - SIGNAL	205-000-52003	39.83
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	1370 COLUMBIA BLVD.- FOU...	205-000-52003	41.95
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	715 S COLUMBIA RIVER HWY ..	205-000-52003	75.63
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	58651 COL HWY GATEWAY A...	205-000-52003	28.85
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	191 N MILTON WAY- LANDS...	205-000-52003	28.59
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	265 STRAND ST	205-000-52003	3,755.30
Fund 205 - STREETS Total:					4,229.33
Fund: 601 - WATER					
ROGERS MACHINERY COMP...	1371149	06/12/2023	SERVICE	601-732-52019	537.50
H.D FOWLER COMPANY	16416592	06/12/2023	MASTER METERS - WATER M...	601-731-52001	1,443.20
QUALITY CONTROL SERVICES ..	71045	06/12/2023	ON SITE SERVICE	601-732-52018	95.00
NW NATURAL GAS	06.12.23	06/13/2023	2942	601-732-52003	18.13

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	1680 1 ST -	601-731-52003	2,555.75
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	35261 PITTSBURG RD- PW W...	601-731-52003	30.86
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	END OF KESTREL VIEW DRIVE	601-731-52003	134.93
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	62420 COLUMBIA RIVER HWY..	601-731-52003	126.70
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	2300 STRAND ST - WELL 2	601-731-52003	112.83
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	57500 OLD PORTLAND RD - ...	601-731-52003	35.65
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	1215 FOURTH ST - WFF	601-732-52003	5,823.31
ADVANCED ELECTRICAL	216099	06/15/2023	1215 4 THS T WORK	601-732-52019	1,334.53
ADVANCED ELECTRICAL	216590	06/15/2023	1215 4 THS T WORK	601-732-52019	3,291.93
Fund 601 - WATER Total:					15,540.32

Fund: 603 - SEWER

CENTURY LINK	06.02.23 351B	06/12/2023	688	603-736-52010	22.55
CENTURY LINK	06.02.23 351B	06/12/2023	600	603-736-52010	22.55
CENTURY LINK	06.02.23 351B	06/12/2023	293	603-736-52010	22.54
CENTURY LINK	06.02.23 351B	06/12/2023	654	603-736-52010	22.55
CENTURY LINK	06.02.23 351B	06/12/2023	688	603-737-52010	22.54
CENTURY LINK	06.02.23 351B	06/12/2023	293	603-737-52010	22.55
CENTURY LINK	06.02.23 351B	06/12/2023	654	603-737-52010	22.54
CENTURY LINK	06.02.23 351B	06/12/2023	600	603-737-52010	22.54
PAULSON PRINTING CO.	2430	06/12/2023	HAULED WASTE TICKET	603-736-52001	65.00
NW NATURAL GAS	06.13.23	06/14/2023	5750	603-736-52003	26.36
NW NATURAL GAS	06.13.23	06/14/2023	5750	603-737-52003	26.37
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	240 CLARK ST PUMP STATION	603-735-52003	28.67
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	451 PLYMOTH ST - WWTP L...	603-736-52003	2,627.85
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	451 PLYMOTH ST - WWTP L...	603-737-52003	2,627.83
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	240 MADRONA CT	603-738-52003	156.86
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	58360 OLD PORTLAND RD - P...	603-738-52003	186.16
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	318 S 1ST ST- PS #1 8805564	603-738-52003	86.45
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	169 S 4TH ST WATER FLOW ...	603-738-52003	67.27
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	110 S 4TH ST - PS 3	603-738-52003	34.60
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	58791 58725 COL RIV HWY P...	603-738-52003	37.66
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	35120 MAPLE ST. - PS 11	603-738-52003	92.62
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	134 N 1ST- PS 2 8873519	603-738-52003	82.47
EAGLE STAR ROCK PRODUCTS..	42063	06/15/2023	3/4"-0 CRUSHED	603-735-52001	196.38
QUALITY CONTROL SERVICES ..	71044	06/15/2023	ONSITE SERVICE	603-736-52019	95.00
QUALITY CONTROL SERVICES ..	71044	06/15/2023	ONSITE SERVICE	603-737-52019	95.00
SUNSET EQUIPMENT	98656	06/15/2023	SEWER REPAIR	603-735-52001	111.30
Fund 603 - SEWER Total:					6,824.21

Fund: 605 - STORM

EAGLE STAR ROCK PRODUCTS..	42054	06/12/2023	ROCK	605-000-52001	202.12
Fund 605 - STORM Total:					202.12

Fund: 703 - PW OPERATIONS

ENTERPRISE FM TRUST	FBN4686720	03/20/2023	ENGINEERING 619034	703-733-52097	591.08
ENTERPRISE FM TRUST	FBN4700617	03/20/2023	ENTERPRISE FLEET LEASE & ...	703-734-52097	783.13
ENTERPRISE FM TRUST	FBN4703288	04/20/2023	ENGINEERING 619034	703-733-52097	591.08
ENTERPRISE FM TRUST	FBN4720820	04/20/2023	ENTERPRISE FLEET LEASE & ...	703-734-52097	783.13
ENTERPRISE FM TRUST	FBN4727833	05/22/2023	ENGINEERING 619034	703-733-52097	591.08
ENTERPRISE FM TRUST	FBN4747972	05/22/2023	ENTERPRISE FLEET LEASE & ...	703-734-52097	783.13
COLUMBIA COUNTY COMM. ...	20234&5CSH	06/12/2023	WORK CREW	703-734-52019	750.00
BOBCAT OF PORTLAND	20235	06/12/2023	PARTS	703-739-52099	856.48
CINTAS	8406291231	06/12/2023	FIRST AID CABINET SERVICE	703-734-52019	31.40
COLUMBIA RIVER FIRE AND ...	APRIL 2023	06/12/2023	SHARED COST JOINT MAINT ...	703-739-52099	1,025.66
COLUMBIA RIVER FIRE AND ...	FEBRUARY 2023	06/12/2023	SHARED COST JOINT MAINT ...	703-739-52099	1,361.38
COLUMBIA RIVER FIRE AND ...	JANUARY 2023	06/12/2023	SHARED COST JOINT MAINT ...	703-739-52099	3,296.71
COLUMBIA RIVER FIRE AND ...	MARCH 2023	06/12/2023	SHARED COST JOINT MAINT ...	703-739-52099	961.63
NW NATURAL GAS	06.12.23	06/13/2023	8675	703-734-52003	16.61
NW NATURAL GAS	06.12.23	06/13/2023	7720	703-734-52003	16.61
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	1230 DEER ISLAND RD - PW	703-734-52003	66.65
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	984 OREGON ST	703-734-52003	247.51

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	984 OREGON ST - PW SHOP	703-734-52003	32.49
COLUMBIA RIVER PUD	06.14.23 7493	06/15/2023	650 OREGON ST -LEMONT P...	703-734-52003	401.70
BRIDGE TOWER OPCO LLC	745615538	06/15/2023	DAILY JOURNAL OF COM BID...	703-733-52019	142.78
SUNSET EQUIPMENT	98644	06/15/2023	KILLZALL & CROSSROAD	703-734-52001	294.99
ENTERPRISE FM TRUST	FBN4759064	06/19/2023	ENGINEERING 619034	703-733-52097	591.08
ENTERPRISE FM TRUST	FBN4771872	06/19/2023	ENTERPRISE FLEET LEASE & ...	703-734-52097	783.13
Fund 703 - PW OPERATIONS Total:					14,999.44
Fund: 706 - PUBLIC SAFETY					
OTAK INC	000062300148	06/12/2023	PUBLIC SAFETY BUILDING	706-000-52019	10,016.73
Fund 706 - PUBLIC SAFETY Total:					10,016.73
Grand Total:					166,612.53

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	100,723.15
201 - VISITOR TOURISM	67.05
202 - COMMUNITY DEVELOPMENT	14,010.18
205 - STREETS	4,229.33
601 - WATER	15,540.32
603 - SEWER	6,824.21
605 - STORM	202.12
703 - PW OPERATIONS	14,999.44
706 - PUBLIC SAFETY	10,016.73
Grand Total:	166,612.53

Account Summary

Account Number	Account Name	Expense Amount
100-000-36002	Fines - Court	172.00
100-702-52014	Recruiting	340.00
100-702-52019	Professional Services	654.50
100-703-52041	Community Support	100.00
100-704-52019	Professional Services	12,225.30
100-705-52003	Utilities	808.90
100-705-52097	Enterprise Fleet	50,711.04
100-705-52098	Enterprise Fleet Mainte...	15,246.45
100-706-52003	Utilities	1,016.27
100-707-52008	Printing	50.00
100-708-52001	Operating Supplies	66.49
100-708-52003	Utilities	891.21
100-708-52019	Professional Services	4,875.00
100-708-52046	Dock Services	292.29
100-709-52003	Utilities	284.62
100-709-52097	Enterprise Fleet	2,131.88
100-710-52097	Enterprise Fleet	1,804.84
100-711-52001	Operating Supplies	16.00
100-711-52097	Enterprise Fleet	2,090.20
100-712-52003	Utilities	4,661.18
100-712-52010	Telephone	1,320.31
100-715-52001	Operating Supplies	48.14
100-715-52003	Utilities	888.53
100-715-52097	Enterprise Fleet	28.00
201-000-52003	Utilities	67.05
202-721-52011	Public Engagement	500.00
202-722-52003	Utilities	71.43
202-726-52019	Professional Services	13,438.75
205-000-52003	Utilities	4,229.33
601-731-52001	Operating Supplies	1,443.20
601-731-52003	Utilities	2,996.72
601-732-52003	Utilities	5,841.44
601-732-52018	Professional Developme...	95.00
601-732-52019	Professional Services	5,163.96
603-735-52001	Operating Supplies	307.68
603-735-52003	Utilities	28.67
603-736-52001	Operating Supplies	65.00
603-736-52003	Utilities	2,654.21
603-736-52010	Telephone	90.19
603-736-52019	Professional Services	95.00
603-737-52003	Utilities	2,654.20
603-737-52010	Telephone	90.17
603-737-52019	Professional Services	95.00
603-738-52003	Utilities	744.09
605-000-52001	Operating Supplies	202.12
703-733-52019	Professional Services	142.78

Account Summary

Account Number	Account Name	Expense Amount
703-733-52097	Enterprise Fleet	2,364.32
703-734-52001	Operating Supplies	294.99
703-734-52003	Utilities	781.57
703-734-52019	Professional Services	781.40
703-734-52097	Enterprise Fleet	3,132.52
703-739-52099	Equipment Operations	7,501.86
706-000-52019	Professional Services	10,016.73
	Grand Total:	166,612.53

Project Account Summary

Project Account Key	Expense Amount
None	166,612.53
Grand Total:	166,612.53