



COUNCIL REGULAR SESSION

Wednesday, September 15, 2021 at 7:00 PM

COUNCIL MEMBERS:

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

LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (see details below)

Website | www.sthelensoregon.gov

Email | kpayne@sthelensoregon.gov

Phone | 503-397-6272

Fax | 503-397-4016

AGENDA

CALL REGULAR SESSION TO ORDER

PLEDGE OF ALLEGIANCE

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

ORDINANCES – *Final Reading*

- 1. Ordinance No. 3270:** An Ordinance Granting to Columbia River People's Utility District a Franchise to Operate an Electric Utility and Distribution System within the City of St. Helens, Oregon

RESOLUTIONS

- 2. Resolution No. 1934:** A Resolution of the City Council of St. Helens, Oregon Declaring City Owned Property at S. 12th Street, Tax ID 28892, as Surplus and Authorizing Sale of the Property
- 3. Resolution No. 1935:** A Resolution of the City Council of St. Helens, Oregon Declaring City Owned Property at S. 10th Street, Tax ID 28878, Lot 5, Block 83 as Surplus and Authorizing Sale of the Property

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

- 4.** Master Grant Agreement with ODOT to Receive Federal Funds through the Federal Exchange Program
- 5.** Contract Amendment with OTAK to Extend Scope of Work for S. 1st & Strand Streets Utility & Streets Extensions
- 6.** Contract Payments

CONSENT AGENDA FOR APPROVAL

- 7.** Council Minutes dated September 1, 2021
- 8.** Accounts Payable Bill Lists

WORK SESSION ACTION ITEMS

MAYOR SCHOLL REPORTS

COUNCIL MEMBER REPORTS

OTHER BUSINESS

ADJOURN

VIRTUAL MEETING DETAILS

Join: <https://us06web.zoom.us/j/83663972391?pwd=SExRRmVUaXpnd1BXMjJZT1MvZTRjUT09>

Meeting ID: 836 6397 2391

Passcode: 97051

Dial by your location: 1 253 215 8782

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

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

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

City of St. Helens
ORDINANCE NO. 3270

AN ORDINANCE GRANTING TO COLUMBIA RIVER PEOPLE'S
UTILITY DISTRICT A FRANCHISE TO OPERATE AN ELECTRIC
UTILITY AND DISTRIBUTION SYSTEM WITHIN THE CITY OF ST.
HELENS, OREGON

THE CITY OF ST. HELENS ORDAINS AS FOLLOWS:

Section 1. The City of St. Helens hereby grants a franchise to Columbia River People's Utility District to operate an electric utility and distribution system under the terms and conditions as set forth in the Franchise Agreement which is attached hereto as **Exhibit A** and incorporated herein by reference.

Read the first time: September 1, 2021
Read the second time: September 15, 2021

APPROVED AND ADOPTED by the City Council this 15th day of September, 2021, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“Agreement”), made and entered into this ____ day of _____, 2021, and with an effective date of January 1, 2021 (the “Effective Date”), by and between the CITY OF ST. HELENS, a municipal corporation of the State of Oregon, (“CITY”), and the COLUMBIA RIVER PEOPLE'S UTILITY DISTRICT, an Oregon people’s utility district organized under Oregon Revised Statute (“ORS”) Chapter 261 (“CRPUD”). The CITY and CRPUD are collectively referred to herein as “Parties”.

RECITALS:

WHEREAS, CRPUD has and continues to operate an electric utility and distribution system within the city limits of CITY; and

WHEREAS, CRPUD and CITY desire to enter into this Agreement for the mutual benefit of the citizens and businesses within the city limits of CITY as the same now exists, or may be hereafter constituted; and

WHEREAS, CRPUD and CITY desire to enter into this Agreement consistent with municipal regulation of utilities under ORS 221.420, *et seq.* that is not inconsistent with ORS 261, including the payment of franchise fees for CRPUD’s use and occupancy of CITY street rights of way in lieu of a privilege tax; and

NOW, THEREFORE, for consideration hereinafter named, and as provided in the Recitals which are incorporated into this Agreement as if fully set forth below, CRPUD and CITY agree as follows:

Section 1. CITY hereby grants to CRPUD, subject to the terms and conditions hereof, the non-exclusive franchise right and privilege to erect, construct, maintain, repair, replace, and operate an electric utility system within the corporate limits of CITY as the same now exists, or may be hereafter constituted, and the franchise right and privilege to erect, construct, maintain, repair, replace, and operate poles, wires, fixtures, equipment, underground ducts and circuits, and other facilities (“Facilities”) necessary or convenient to supply CITY and the inhabitants thereof and other persons and territories with electric utility services and products upon, over, along, under, and across the streets, alleys, roads, sidewalks, public easements and rights-of-way within the corporate limits of CITY (“CITY Rights-of-Way”) as the same now are or hereafter constituted.

All Facilities owned or in possession of CRPUD located within the corporate limits of CITY as of the Effective Date of this Agreement shall be deemed to be covered by the terms of this Agreement, and the location and placement thereof is hereby approved.

Section 2. All rights and privileges hereby granted shall be effective as of the Effective Date and shall be effective for a term of ten (10), unless renegotiated or terminated as provided in this Agreement. (“Term”). The Term shall automatically renew for an additional ten (10) year period after the expiration of the initial Term; unless either party provides the other party written notice, at least 180 days prior to the expiration of the initial Term, that it desires to renegotiate this Agreement or does not desire to renew this Agreement.

If CRPUD fails, neglects, or refuses to perform any or all of the obligations or requirements set forth in this Agreement or otherwise fails to maintain Facilities in

compliance with industry-standard prudent utility practices which causes an immediate or imminent safety risk to the public, then CITY shall provide CRPUD written notice that CRPUD has sixty (60) days to comply with its obligations under this Agreement and/or eliminate such safety risk. If CRPUD is unable to remedy any default within sixty (60) days of receipt of notice, or does not commence and diligently pursuing remedying the default within the sixty (60) day period, CRPUD may request additional time and the City's consent shall not be unreasonably withheld.

Section 3. Before CRPUD may conduct underground work involving excavation or construction or major relocation work in any CITY Right-of-Way, CRPUD shall notify CITY by complying with the rules and regulations adopted by the Oregon Utility Notification Center and shall comply with any special conditions relating to scheduling, coordination, and public safety as may be reasonably requested by CITY.

Upon request by CITY, CRPUD shall provide to CITY Engineer, or other CITY official designated by CITY, maps or sketches showing any proposed construction work to be done by CRPUD within the corporate limits of CITY, at no expense to CITY.

Upon request by CITY, CRPUD shall, as soon as reasonably possible after completion of said construction work, but in no case more than sixty (60) days thereafter, provide to CITY Engineer, or other CITY official designated by CITY, as-built drawings showing the location of any construction, extension or relocation of its Facilities and services in any CITY Rights-of-Way at no expense to CITY. Within sixty (60) days of a request of CITY or CRPUD, the other party shall provide current updated utility maps, either in a hard

copy printed form or by electronic data transfer, at no expense to the other party.

Section 4. CRPUD, after written notice to the CITY, may make all necessary excavations in any CITY Rights-of-Way for the purpose of erecting, constructing, repairing, maintaining, replacing, removing, and relocating poles, facilities and other supports for its wires, conductors, lights, or street lights; and laying, repairing, and maintaining its underground conduits and pipes; and for placing, repairing, maintaining, and operating its wires and conductors. If practical and consistent with all safety regulations and prudent utility practices, all poles of CRPUD shall be erected within the CITY Rights-of-Way and at the outside edge of the sidewalk, in compliance with City Public Works Design Standards, unless otherwise directed by the proper CITY authorities to another position within the CITY Rights-of-Way.

Section 5. For any excavation performed by CRPUD, CRPUD shall restore the portion of CITY Rights-of-Way to not less than the same condition it was prior to the excavation thereof and in compliance with City Public Works Design Standards.

Section 6. Notwithstanding Section 12(g), CITY shall have the right to cause CRPUD to relocate any Facilities within CITY Rights-of-Way to the same or another CITY Right-of-Way, whenever the relocation thereof shall be necessary for any public project or improvement so long as CRPUD has the right to recover the incremental costs of such move. CRPUD and City shall mutually develop a reasonable timeframe for such relocation. If CRPUD fails to relocate the Facilities within ninety (90) days of the mutually agreed date and refuses to relocate the Facilities on a reasonable timeframe thereafter, CITY may cause

such relocation, performed by a qualified contractor, in accordance with applicable state and federal safety laws and regulations, and the expense of which shall be paid by CRPUD. The City and qualified contractor shall indemnify and hold CRPUD harmless of and from any and all damages or claims of whatsoever kind or nature caused directly or indirectly from such relocation of CRPUD Facilities.

Section 7. Nothing in this Agreement shall be construed in any way to prevent CITY from sewerage, grading, paving, planking, repairing, widening, altering, or doing any work that may be desirable in any of CITY Rights-of-Way. All such work by CITY shall be done, if possible, in a manner that does not interfere or impact the use and safe operation of CRPUD's electric utility system. CITY shall provide notice, as early as possible, of any proposed property development or construction near CRPUD's Facilities which may impact the safe operation of CRPUD's electric utility system or any of its Facilities. CITY shall coordinate with CRPUD to prevent outages, damage, or unsafe operating conditions.

Section 8. Upon sixty (60) days written notice from City, CRPUD shall temporarily move CRPUD Facilities for sewerage, grading, or in making any other improvement in any CITY Rights-of-Way. In the event CRPUD is not able to move such Facilities within sixty (60) days, CRPUD may request an additional thirty (30) day extension from CITY. To the extent that CRPUD's request is reasonable, for example, a pre-existing scheduling of work crews would not permit the requested move to be completed within the thirty-day period, CITY's consent to CRPUD's request for additional time shall not be unreasonably withheld.

Section 9. CITY shall provide CRPUD with a minimum ten (10) foot wide non-exclusive utility corridor where there is transmission under-built and a minimum ten (10) foot wide non-exclusive utility corridor in all new street layouts whenever reasonably possible and shall provide CRPUD with the opportunity to review all new street and subdivision designs prior to plat approval by CITY.

Section 10. Whenever it becomes necessary to temporarily rearrange, remove, lower, or raise the aerial cables or wires or other Facilities of CRPUD to permit the passage of any building, machinery, or other object, CRPUD will perform such rearrangement on sixty (60) days written notice from the person or persons desiring to move said building, machinery or other objects. The notice must bear appropriate CITY approval and must detail the route of movement of the building, machinery or other objects. The costs incurred by CRPUD described in this Section 10 shall be the responsibility of the person or persons giving said notice and CRPUD shall have the right to demand the costs in advance of any work. The notice shall further provide that the person or persons giving said notice will indemnify and hold CRPUD harmless of and from any and all damages or claims of whatsoever kind or nature caused directly or indirectly from such temporary arrangement of CRPUD Facilities. If requested by CRPUD, the notice shall be accompanied by a cash deposit in an amount sufficient to pay any and all costs as estimated by CRPUD.

Section 11.

(a) In consideration of the rights and privileges granted by this Agreement, CRPUD shall pay to CITY for each calendar year during the Term of this

Agreement a Franchise Fee of five percent (5%) of CRPUD's Gross Revenue from customers with nominal demand less than 1,000 kW and one percent (1%) of the Gross Revenue from customers with nominal demand greater than or equal to 1,000 kW. Gross Revenue as used in this Agreement shall include any revenue earned within CITY from the sale of electric energy by CRPUD after adjustment for the net write-off of uncollectable accounts computed on the average annual rate for all CRPUD customers and excluding sales of electric energy sold by CRPUD to any public utility when the public utility purchasing such electric energy is not the ultimate consumer. Gross Revenue shall also include revenues from the use, rental, or lease of CRPUD Facilities other than residential type space and water heating equipment. Gross Revenue does not include proceeds from the sale of bonds, mortgages, other evidences of indebtedness or securities, energy sales by third party energy providers, or revenue from joint pole use. A public utility is any individual, partnership, cooperative, corporation, or government agency buying electric energy and distributing such electric energy to other customers or users.

(b) CITY agrees that no license, permit fees, tax or charge on the business, occupation, or franchise of CRPUD shall be imposed upon, exacted from or required of CRPUD by CITY during the Term of this Agreement, but this provision shall not exempt the property of CRPUD from lawful ad valorem taxes. This provision does not apply, however, to CRPUD contractors working within CITY who are required to have CITY licenses and permits, building permits issued directly to CRPUD, or any utility charge (i.e., water, sewer, etc.) due to CITY by CRPUD as a utility customer of CITY or any other fee owed to CITY

that is not directly attributable to the provisions contained within this Agreement.

(c) On or before March 1 of each year during the Term of this Agreement, CRPUD shall file with CITY Recorder a statement under oath showing the amount of CRPUD's Gross Revenue for the calendar year immediately preceding the calendar year. The Franchise Fee for the calendar year in which the statement is filed shall be computed on the gross revenue so reported. CRPUD shall remit payment of the Franchise Fee on or before April 1 of each year. CITY Recorder shall issue a receipt to CRPUD for payment of annual Franchise Fee. Either party may audit the amount of gross revenue and payment amounts under this Franchise and request correction for any errors within two (2) years of payment as provided in this section. After the expiration of two (2) years from the date a payment is made under this Agreement, the payment shall be deemed final and no further corrections or modifications to the amount paid shall be made or requested. Notwithstanding the above, if an audit shows that the franchise fees paid under this Agreement are overpaid or underpaid by more than ten (10) percent, the parties may audit and request correction for any errors for two (2) additional years.

(d) CITY's acceptance of any payment under this Agreement shall not be considered a waiver by CITY of any breach of this Agreement.

(e) CRPUD shall be required to maintain accurate financial records for the Term of this Agreement. CITY shall have the right, at CITY's expense, to inspect and audit CRPUD's calculation of Gross Revenues and payment amounts. Within fifteen (15) days after receiving a written notice from CITY, CRPUD shall provide CITY access, during

CRPUD's business hours, to CRPUD's financial records applicable to the City, including computer retrieval information, and any other documents maintained by CRPUD with respect to this Agreement that are necessary for CITY to perform such audit.

(f) In the event the CITY's audit shows that the amounts due to the CITY are higher than those based on CRPUD's calculation of Gross Revenue, then CRPUD shall make a payment for the difference within sixty (60) days after delivery to CRPUD of the audit results. In addition to paying any underpayment, CRPUD shall pay interest at the prevailing one-year U.S. Treasury bill rate, but not penalties, from the original due date. In the event the CITY's audit shows CRPUD's calculation of Gross Revenue resulted in an overpayment to CITY, CRPUD may deduct such overpayment from the next annual franchise fee payment.

Section 12. CITY shall enter into pole attachment agreement(s) with CRPUD if CITY desires to string wires on poles of CRPUD for municipal fire, police and water departments, and for municipal telephone, fiber optic, cable, and traffic signal systems and ornamental or seasonal lights.

Section 13. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective agents, subcontractors, successors and assigns. CRPUD shall not during the Term of this Agreement, sell, assign, transfer, or convey this franchise without the written consent of CITY.

Section 14. CRPUD shall make its services available without discrimination and shall not give any person any preference or advantage not available to all persons similarly situated. CRPUD shall comply at all times with all other applicable Federal, State, and local laws and all executive and administrative orders relating to non-discrimination.

Section 15. CITY shall provide a procedure for building permit applicants to

notify CRPUD about building permits within CRPUD service area at the time of the permit application.

(a) CRPUD shall at all times during the Term of this Agreement maintain a paystation within CITY limits at which customers may pay their electric bills during normal business hours.

(b) Whenever work is performed in any CITY Rights-of-Way, CRPUD shall take all reasonable precautions to minimize interruptions to traffic flow, damage to property, or creation of any hazardous condition.

(c) CRPUD Facilities shall at all times be constructed, operated, and maintained so as to protect and safeguard the health and safety of the public, and CRPUD shall observe all regulations and laws pertaining thereto including without limitation any revision or edition of the National Electric Safety Code.

Section 16. CITY shall render the following assistance to CRPUD on request and as CITY resources reasonably permit:

(a) To assist CRPUD in controlling traffic upon city streets during emergency procedures, including opening and closing streets to vehicular traffic, erecting barricades, diverting traffic, and police assistance to allow CRPUD's work crews to operate safely and efficiently.

(b) To notify CRPUD of any brush control or tree trimming activities conducted by CITY near CRPUD's power lines and to cooperate, to the extent feasible, in such trimming activities with CRPUD to prevent damage to CRPUD Facilities and outages and

minimize and share the total amount of trimming costs to the mutual benefit of the Parties.

(c) To provide notice, as early as possible, of any new construction or expansion of existing commercial or industrial properties which may significantly increase the need for electrical power within CRPUD's boundaries.

(d) To make good faith effort to notify CRPUD of any request for new cable TV franchises or expansion or renewal of existing cable franchises with CITY and to allow CRPUD to participate in all public sessions of such cable franchise negotiations, insofar as attachment of cable or wires to CRPUD's utility poles is concerned. Any request to attach to CRPUD poles shall require a pole attachment agreement with CRPUD.

(e) To provide advance notice, as early as possible, of any plans to widen streets, relocate public ways, or other major public improvements within CITY which could require poles, wires, or other electrical equipment to be moved and to cooperate in arranging for the relocation of such poles, wires and equipment, if relocation is necessary.

(f) To give notice of any plans to vacate a street or roadway or other easement owned by CITY, if CRPUD's equipment, poles, or wires are located upon such street, roadway, or easement and to cooperate with CRPUD to avoid unnecessary relocation of equipment, poles, or wires. In the event of a vacation by CITY, CITY will provide CRPUD the opportunity to obtain a portion of the vacated Rights-of-Way for a utility easement.

(g) To require that existing facilities in CITY Rights-of-Way that must be

moved, be moved at the expense of the entity requiring the move insofar as CITY shall have the power and authority to require the entity to pay for the moving.

(h) CITY shall waive business license fees and building permits for pole or line installation, repair, or relocation above or below ground; however, this does not apply to contractors working within CITY who are required to have CITY licenses and permits.

Section 17. CITY reserves the right, subject to the terms of this section, to terminate this Agreement in the event that there is a final determination that CRPUD has terminated, lost or transferred its exclusive territory designation from the Public Utility Commission of Oregon regarding CRPUD's provision of electric services within the City.

Section 18. CRPUD shall indemnify, defend and hold CITY, its officers, agents, employees and volunteers, harmless against all liability, claims, losses, demands, suits, fees and judgments that may be based on, or arise from any act or omission of CRPUD, its agents or employees under this Agreement, to the extent that such claims are not caused by the gross negligence or willful misconduct of CITY. City shall indemnify, defend and hold CRPUD, its officers, agents, employees and volunteers, harmless against all liability, claims, losses, demands, suits, fees and judgments that may be based on, or arise from any act or omission of City, its agents or employees under this Agreement, to the extent that such claims are not caused by the gross negligence or willful misconduct of CRPUD.

Section 19. CRPUD shall obtain and maintain for the Term of this Agreement the following insurance policies. The insurance shall be without prejudice to coverage otherwise existing and, with the exception of Workers' Compensation and Employers Liability, shall name as additional insureds the CITY, its elected and appointed officials, its officers, agents, and

employees. Any insurance policy shall not be canceled without thirty (30) days' prior written notice to CITY. If the insurance is canceled or materially altered within the Term of this Agreement, CRPUD shall provide a replacement policy with the same terms as required by this Agreement. CRPUD shall provide CITY with a certificate of insurance evidencing such coverage as a condition of this Agreement and shall provide updated certificates upon request.

(a) Commercial General Liability insurance covering all operations, subject to policy terms, conditions and exclusions, by or on behalf of CRPUD for Bodily Injury and Property Damage, including Completed Operations and Contractors Liability coverage, in an amount not less than Three Million Dollars (\$3,000,000.00) aggregate and in an amount not less than Two Million Dollars (\$2,000,000) per occurrence;

(b) Business Automobile Liability insurance to cover any vehicles used in connection with its activities under this Agreement, with a combined single limit not less than Two Million Dollars (\$2,000,000) aggregate and not less than One Million Dollars (\$1,000,000.00) per accident; and

(c) Workers' Compensation coverage as required by law and Employer's Liability Insurance with limits of One Million Dollars (\$1,000,000).

Section 20. The privilege to operate in CITY Rights-of-Way shall not be an enhancement of CRPUD's properties or values or to be an asset or item of ownership in any appraisal thereof.

Section 21. All new electric utility lines to serve new developments, including lines to streetlights and related facilities, shall be placed underground if safe and consistent with prudent utility practices. In the event CRPUD is unable to reasonably place such facilities underground,

CRPUD may request to place such facilities in an alternative location consistent with prudent utility practices, and CITY's consent shall not be unreasonably withheld. Notwithstanding, this undergrounding requirement does not apply to routine maintenance, repair activities, replacements, off-site system upgrades, requests to move facilities at the request of the City, or improvements needed to serve a new development. The undergrounding requirement is subject to the following conditions:

- (a) The location of all new facilities shall be placed: (1) as outlined in the CITY Public Works Design Standards Typical Utility Placement Detail, if any exists, and so long as such standards are consistent with all safety regulations and laws and prudent utility practices; or (2) as mutually agreed upon;
- (b) Prior to placement of any new underground facilities, the CITY Engineer, or other CITY official designated by CITY, shall review and approve the location;
- (c) New surface mounted transformers, surface-mounted connection boxes, and meter cabinets may be placed above ground; and,
- (d) Temporary utility service facilities or transmission lines operating at 35,000 volts or above may be placed above ground.

Section 22. In the event a dispute arises concerning any aspect of this Agreement, the Parties agree that prior to commencing any arbitration to resolve such dispute, the Parties shall first engage the services of a professional mediator to meet with such senior representatives to facilitate a negotiated resolution of the dispute. Either party may request the appointment of a mediator. If the Parties are unable to agree upon a mediator within ten (10) days of such request, either party may request the appointment of a mediator by the Arbitration Service of Portland or

a comparable agency. The Parties commit to use reasonable good faith efforts in the mediation process and to complete work with the mediator within thirty (30) days of the mediator's appointment. Each party shall pay one-half of the mediator's fees and expenses and all of its own attorney's fees, costs, and expenses.

If the Parties are unable to reach a mediated resolution of their dispute, the Parties agree to submit their dispute to binding arbitration before a single arbitrator. If the Parties are unable to agree upon an arbitrator, either party may request the appointment of an arbitrator by the Arbitration Service of Portland or a comparable agency. In any case, the arbitration shall be conducted under the rules of the Arbitration Service of Portland, unless the Parties otherwise agree. Each party shall pay one-half of the arbitrator's fees and expenses and all of its own attorney's fees, costs, and expenses, unless the arbitrator orders otherwise in the interests of justice. The arbitrator's award may be entered and enforced as a judgment as provided by Oregon law.

Unless otherwise agreed, any mediation or arbitration shall take place in Columbia County, Oregon.

Section 23. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

Section 24. All notices or other communications required or permitted hereunder shall be in writing, and shall be considered as properly given if (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (b) by delivering same in person to the intended addressee, (c) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for

evidence of receipt at the office of the intended addressee, or (d) by electronic mail at the electronic mail address commonly used by the recipient in the conduct of communications between the Parties. Notice sent pursuant to clause (a) shall be effective three (3) business days after its deposit with the United States Postal Service; notice sent pursuant to clause (b) shall be effective upon receipt by the intended recipient; notice sent pursuant to clause (c) shall be effective upon the date delivered by such a commercial delivery service; notice given by email delivery pursuant to clause (d) shall be effective upon being sent by the sender. Any Party may designate a different address by giving notice to the other Parties delivered in accordance with the provisions of this Paragraph.

If to CRPUD:

General Manager
Columbia River People's Utility
District
PO Box 1193
St. Helens, OR 97051

If to CITY:

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

Section 25. This Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof, including, but not limited to that certain Franchise Agreement between CITY and CRPUD dated July 1, 1997, and February 23, 2001 which agreement CITY and CRPUD expressly terminate as of the Effective Date of this Agreement.

Section 26. If CRPUD intends to provide any new services as allowed under Oregon law, in addition to the provision of electric utility service, and such new services require CRPUD to erect, construct, maintain or operate Facilities upon, over, along, under and across CITY Rights-of-Way as the same now are or may be hereafter constituted, CRPUD shall first seek permission from CITY to erect, construct, maintain or operate Facilities upon, over, along, under and across CITY Rights-of-Way and CRPUD agrees to pay fair compensation for such permission. Such permission shall only be granted through a negotiated agreement for an additional franchise that grants CRPUD the right and privilege to erect, construct, maintain and operate Facilities necessary or convenient to provide said new services upon, over, along, under and across CITY Rights-of-Way as the same now are or may be hereafter constituted.

Section 27. This Agreement may be modified, amended or supplemented only by written agreement executed by both CITY and CRPUD and adopted as an ordinance amendment.

Section 28. If any provision of this Agreement is found to be invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity

or enforceability of any other provision of this Agreement, which shall remain in full force and effect. CITY and CRPUD agree to negotiate in good faith to replace any provision held invalid or unenforceable with a valid and enforceable provision that is as similar as possible in substance to the invalid or unenforceable provision.

Executed the date first mentioned above pursuant to authority granted by ordinance/resolution of the respective governing bodies.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CITY ATTORNEY

By _____

CITY
CITY OF ST. HELENS, OR

By _____
Mayor

CRPUD
COLUMBIA RIVER PEOPLE'S
UTILITY DISTRICT

By _____
General Manager

City of St. Helens
RESOLUTION NO. 1934

A RESOLUTION OF THE CITY COUNCIL OF ST. HELENS, OREGON DECLARING CITY
OWNED PROPERTY AT S. 12TH STREET, TAX ID 28892, AS SURPLUS AND
AUTHORIZING SALE OF THE PROPERTY

WHEREAS, the City of St. Helens obtained property in 1971 from Ernest N. Beickel Jr. and Gladys M. Beickel located at S. 12th Street, identified as Tax ID 28892 (Property); and

WHEREAS, the City has maintained ownership of the Property since 1971 as a vacant lot without identifying a public use for the Property; and

WHEREAS, the City Council directed City staff to identify vacant City owned parcels that have development potential, are not needed for City use, and which might be made available for disposal/purchase so that they may be developed and generate additional tax revenues; and

WHEREAS, City staff identified several parcels including the Property on S. 12th Street which was presented to City Council for discussion; and

WHEREAS, the City Council determined at a public meeting that the Property has no identified public use and should be offered for sale; and

WHEREAS, City staff offered the Property for sale through conventional means and has identified a potential buyer, John McGhie, who has offered to purchase the Property for \$40,000; and

WHEREAS, City staff and the City Council have determined that the proposed purchase price is within an acceptable range similar to parcels within St. Helens with similar site characteristics and development potential; and

WHEREAS, City staff has obtained a suitable title report and is prepared to sell the Property along with a title insurance policy; and

WHEREAS, the City Council wishes to declare the Property surplus and authorize sale to John McGhie for the agreed upon price of \$40,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of St. Helens:

Section 1. Finding No. 1. The City Council hereby finds and determines that the Property at S. 12th Street, Tax ID 28892 is surplus, has no identified City use, and would benefit the City by being sold to be developed as private property.

Section 2. Finding No. 2. The City Council hereby finds that after offering the Property for sale, a purchaser has been identified, John McGhie, who submitted an acceptable offer of \$40,000 for the Property.

Section 3. Finding No. 3. The City Council finds that sale of the Property to John McGhie is in the best interests of the City and directs the City Administrator to take appropriate steps to complete the sale according to the terms negotiated.

Section 4. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED by the City Council of this 15th day of September 2021.

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
RESOLUTION NO. 1935

A RESOLUTION OF THE CITY COUNCIL OF ST. HELENS, OREGON DECLARING CITY
OWNED PROPERTY AT S. 10TH STREET, TAX ID 28878, LOT 5, BLOCK 83 AS SURPLUS
AND AUTHORIZING SALE OF THE PROPERTY

WHEREAS, the City of St. Helens obtained property located at S. 10th Street, identified as Tax ID 28878, Lot 5, Block 83 (Property); and

WHEREAS, the City has maintained ownership of the Property as a vacant lot without identifying a public use for the Property; and

WHEREAS, the City Council directed City staff to identify vacant City owned parcels that have development potential, are not needed for City use, and which might be made available for disposal/purchase so that they may be developed and generate additional tax revenues; and

WHEREAS, City staff identified several parcels including the Property on S. 10th Street which was presented to City Council for discussion; and

WHEREAS, the City Council determined at a public meeting that the Property has no identified public use and should be offered for sale; and

WHEREAS, City staff offered the Property for sale through conventional means and has identified a potential buyer, Alex W. Bonilla and Nacia S. Bonilla, who have offered to purchase the Property for \$66,000; and

WHEREAS, City staff and the City Council have determined that the proposed purchase price is within an acceptable range similar to parcels within St. Helens with similar site characteristics and development potential; and

WHEREAS, City staff has obtained a suitable title report and is prepared to sell the Property along with a title insurance policy; and

WHEREAS, the City Council wishes to declare the Property surplus and authorize sale to Alex W. Bonilla and Nacia S. Bonilla for the agreed upon price of \$66,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of St. Helens:

Section 1. Finding No.1. The City Council hereby finds and determines that the Property at S. 10th Street, Tax ID 28878, Lot 5, Block 83 is surplus, has no identified City use, and would benefit the City by being sold to be developed as private property.

Section 2. Finding No. 2. The City Council hereby finds that after offering the Property for sale, a purchaser has been identified, Alex W. Bonilla and Nacia S. Bonilla, who submitted an acceptable offer of \$66,000 for the Property.

Section 3. Finding No. 3. The City Council finds that sale of the Property to Alex W. Bonilla and Nacia S. Bonilla is in the best interests of the City and directs the City Administrator to take appropriate steps to complete the sale according to the terms negotiated.

Section 4. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED by the City Council of this 15th day of September 2021.

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

**MASTER GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
FUND EXCHANGE PROGRAM (FEX)**

This Master Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and the **City of St. Helens**, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall be from January 1, 2021 to September 30, 2024 (the “Term”).
- 2. Agreement Documents.** This Agreement consists of this document and the following documents attached to this Agreement:

Exhibit A: **Recipient Requirements**
Exhibit B: **Subagreement Insurance Requirements**
Exhibit C: **Direct Deposit/ACH Credit Authorization**
Exhibit D: **Funding Request Letter template**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit D.

- 3. Grant Funds.** Pursuant to the Federal-Aid Project Guidelines and Working Agreement among ODOT, the Association of Oregon Counties and the League of Oregon Cities No. 32588 dated August 23, 2018, ODOT will annually make state funds available for which Recipient may exchange Recipient’s annual allocation of federal Surface Transportation Block Grant funds (“STBG Funds”). The state funds that ODOT annually makes available for exchange are referred to in this Agreement as the “Grant Funds.” ODOT will annually determine the amount of STBG Funds, and hence Grant Funds, available to the Recipient and announce the STBG Funds amount via ODOT’s website in January of each year.
- 4. Exchange Rate.** During the Term, ODOT will exchange Recipient’s annual allocation of STBG Funds for Grant Funds at the following rates:
 - a.** Ninety-four cents (\$0.94) in Grant Funds for one dollar (\$1.00) of STBG Funds until December 31, 2021.
 - b.** Ninety cents (\$0.90) in Grant Funds for one dollar (\$1.00) of STBG Funds January 1, 2022 and after.

5. Eligible Projects and Costs.

- a. Use of Grant Funds.** Grant Funds may only be used for transportation projects that are State Highway Trust Fund eligible, that is, those that are consistent with Article IX, Section 3a, of the Oregon Constitution (each such State Highway Trust Fund eligible transportation project is referred to in this Agreement as a “Project”). Grant Funds may be used for all phases of a Project, including, but not limited to, preliminary engineering, right of way, utility relocation, and construction.
- b. Eligible Costs.** Recipient shall use Grant Funds only for its actual costs to deliver Projects consistent with the terms of this Agreement (“Eligible Costs”).
 - i.** Eligible Costs are actual costs of Recipient to the extent those costs are:
 - A.** reasonable, necessary and directly used for a Project;
 - B.** permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of a Project; and
 - C.** eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.
 - ii.** Eligible Costs can include the purchase of aggregate or equipment, provided that:
 - A.** purchases or production of aggregate must be roadway-related and exclusively used for roadway work; and
 - B.** purchased equipment must be used exclusively for roadway purposes for the useful life of the equipment. Recipient shall clearly describe in the Funding Request, as that capitalized term is defined in Section 6.a., how it plans to use said equipment on roadways and for roadway purposes. In the event that the equipment is not used for roadway purposes, Recipient shall pay to ODOT the fair market rental value for Recipient’s non-roadway use of the equipment. The useful life and the fair market rental value of the equipment shall be determined by ODOT, based on the type and condition of equipment.
 - iii.** Eligible Costs do NOT include:
 - A.** loans or grants to be made to third parties; or
 - B.** any expenditures incurred before the Effective Date or after the Availability Termination Date.

6. Grant Funds Distribution Process

- a.** To receive a distribution of Grant Funds during the Term, Recipient shall submit a funding request letter to the ODOT Contact for approval (a “Funding Request”). The Funding Request

must be on Recipient letterhead and include all information set forth in the letter template attached as Exhibit D. If Recipient chooses not to request Grant Funds in a calendar year, the year's Grant Funds amount will accumulate ("bank") for Recipient's future use. ODOT's distribution of Grant Funds will be limited to Recipient's cumulative amount of Grant Funds available at the time a Funding Request is submitted. ODOT will not advance any Grant Funds based on anticipated future allocations of STBG Funds.

- b. Upon approving a Funding Request, ODOT will disburse the requested Grant Funds amount to Recipient via electronic funds transfer to the deposit account designated in Exhibit C.
- c. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 7 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- d. **Recovery of Grant Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misspent Funds") must be returned to ODOT. Recipient shall return all Misspent Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.

7. Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its

terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. **Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of this Agreement will remain, current on all applicable state and local taxes, fees and assessments.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or any Project funded by this Agreement, for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of this Agreement, and any transportation services rendered by Recipient. Without limiting the foregoing, ODOT may request, and Recipient shall provide, documentation of expenditures to confirm that Recipient uses Grant Funds only for State Highway Trust Fund eligible purposes. ODOT may also conduct on-site inspections of any Project funded under this Agreement to ensure that the Project is State Highway Trust Fund eligible.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or any Project funded by this Agreement for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.

- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, “subagreements”) for performance of this Agreement.
 - i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third party beneficiary of Recipient’s subagreement with the Contractor and to name ODOT as an additional or “dual” obligee on contractors’ payment and performance bonds.
 - iii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT’s request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement indemnity; insurance.**

Recipient’s subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys’ fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient’s subagreement or any of such party’s officers, agents, employees or subcontractors (“Claims”). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient’s subagreement(s) from and against any and all Claims.

- i. Any such indemnification shall also provide that neither Recipient’s subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient’s subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient’s subrecipient is prohibited from defending the State, or that

Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.

- ii. For Projects that are on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit B. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit B. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit B.
 - iii. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
 - iv. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
- i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
 - ii. All procurement transactions are conducted in a manner providing full and open competition.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

10. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
 - i. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
 - ii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written

- notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
- iii. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
 - iv. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that is no longer allowable or no longer eligible for funding under this Agreement; or
 - v. If a Project funded under this Agreement would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

11. GENERAL PROVISIONS

- a. **Indemnity.** RECIPIENT SHALL INDEMNIFY AND DEFEND ODOT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF, OR RELATING TO THE INTENTIONAL MISCONDUCT, OR RECKLESS OR NEGLIGENT ACTS OR OMISSIONS OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

ODOT shall reasonably cooperate in good faith, at Recipient's reasonable expense, in the defense of a covered claim. Recipient shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Recipient. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, ODOT, its officers, employees or agents. ODOT may elect to assume its own defense with an attorney of its own choice and its own expense at any time ODOT determines important governmental interests are at stake. ODOT agrees to promptly provide Recipient with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Recipient may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of ODOT, which consent shall not be unreasonably withheld, conditioned or delayed.

- b. **Contribution.**

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party’s liability with respect to the Third Party Claim.
- ii. With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- c. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

- e. Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. No Third Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- g. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10(g). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to implementation of Projects funded by this Agreement, including without limitation as described in Exhibit A. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.

- j. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Recipient shall perform as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the work, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing its work. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

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

CITY OF ST. HELENS, by and through its
Governing Body

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

LEGAL REVIEW APPROVAL
(If required in Recipient's process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

John Walsh
265 Strand Street
St. Helens, OR 97051
503-366-8211
jwalsh@stshelensoregon.gov

STATE OF OREGON, by and through its
Department of Transportation

By _____
Statewide Investment Management Section Manager

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
Program & Funding Services Manager

Name _____
(printed)

Date _____

ODOT Contact:

Shelley Bokor
555 13th Street NE
Salem, OR 97301
503-986-3621
shelley.a.bokor@odot.state.or.us

EXHIBIT A

Recipient Requirements

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
2. Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.
3. Recipient shall, at its own expense, maintain and operate all roadways and equipment funded by this Agreement upon completion and throughout the useful life at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of any roadway work is defined as seven (7) years from its completion date (the "Project Useful Life").
4. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities or equipment.
5. **Americans with Disabilities Act Compliance**
 - a. **State Highway:** For portions of a Project located on or along the State Highway System or a State-owned facility ("state highway"):
 - i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals, shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible meet current ODOT Highway Design Manual standards;
 - ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, pedestrian-activated signals, shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At completion of a Project funded by this Agreement, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of a Project's completion and allow ODOT to inspect Project sidewalks, curb ramps, pedestrian-activated signals shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible located on or along a state highway prior to release of any Recipient contractor.
 - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. Local Roads:** For portions of a Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
 - iii. Recipient assumes sole responsibility for ensuring compliance with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect completed Projects to confirm ADA compliance.
 - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c.** Recipient shall ensure that any portions under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of Projects funded by this Agreement. This includes, but is not limited to, Recipient ensuring that:

- i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section 5 shall survive termination of this Agreement.

6. Work Performed within ODOT's Right of Way

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. If a Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

7. General Standards

All Projects funded by this Agreement shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the program's investment meets the intent of the application and the program.

EXHIBIT B

Subagreement Insurance Requirements

1. GENERAL.

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.
- b. The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track,

roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

c. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering Contractor’s business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

d. ADDITIONAL INSURED.

The Commercial General Liability Insurance and Automobile Liability Insurance must include the **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an **endorsed** Additional Insured but only with respect to the contractor’s activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

e. “TAIL” COVERAGE.

If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor’s completion and Recipient’s acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

f. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

g. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation..

The Recipient shall immediately notify ODOT of any change in insurance coverage.



EXHIBIT C

DIRECT DEPOSIT/ACH CREDIT AUTHORIZATION

Type of Action: ☐ NEW ENROLLMENT ☐ CHANGE ☐ CANCEL

By selecting the Change box and completing the form with new account information, or by selecting the Cancel box, you revoke your previous authorization for direct deposit.

Payee Information:

LEGAL NAME OF PAYEE (used for tax reporting): _____

BUSINESS NAME (DBA name if different from above): _____

TAXPAYER IDENTIFICATION NUMBER (EIN OR SSN): _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Type of Bank Account:

☐ Checking account ☐ Savings account

Financial Institution Information (attach voided check or a letter from the bank confirming the account name, routing number, and account number):

FINANCIAL INSTITUTION NAME: _____

NAME(S) ON ACCOUNT: _____

ACCOUNT NUMBER: _____

ROUTING NUMBER: _____

FINANCIAL INSTITUTION ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Authorization:

I authorize the Oregon Department of Transportation (ODOT) to initiate electronic credits and, if necessary, adjusting debit entries to reverse erroneous electronic payments, to the account designated on this form. I certify that I am authorized to enter into this agreement as the account holder or on behalf of the account holder. I acknowledge that the origination of ACH transactions to the authorized account must comply with the provisions of the law of the State of Oregon and the United States.

International transaction certification – I certify that the entire amount of my direct deposit is NOT ultimately deposited into a financial institution outside the United States.

This authorization will remain in effect until ODOT receives written notification from Payee of its termination in such time and in such manner as to afford ODOT and the depository financial institution a reasonable opportunity to act on it. If Financial Institution information changes, Payee agrees to promptly submit to ODOT an updated Direct Deposit/ACH Credit Authorization.

ODOT/Recipient
Agreement No. 73000-00003901

AUTHORIZED NAME: _____
TITLE (if company account): _____
AUTHORIZED SIGNATURE: _____
DATE: _____ TELEPHONE NUMBER: _____

Mail the completed form and voided check or bank letter to:

ODOT Financial Services, MS #21
TEAMS Table Maintenance
355 Capitol St NE
Salem, OR 97301-3871 or
FAX to (503) 986-3907

If you have questions, please call us at (503) 986-4385.

731-0781 (11/2016)

EXHIBIT D

<LETTERHEAD WITH CITY/COUNTY, ADDRESS>

<DATE>

Oregon Department of Transportation
Program & Funding Services
ODOT Mill Creek Building
555 13th Street NE
Salem, OR 97301

To Whom it May Concern:

Pursuant to its Master Grant Agreement no. <IGA #> with ODOT, <CITY/COUNTY> requests its allocation of federal [Surface Transportation Block Grant](#) (STBG) funds to finance the following transportation project(s) eligible under Oregon Constitution Article IX, Section 3a (the "Project"):

<DESCRIPTION OF GAS TAX ELIGIBLE ACTIVITIES/LOCATION>

<CITY/COUNTY> hereby exchanges \$<FEDERAL AMOUNT> in STBG funds for state funds at a ratio of 94 **or 90** cents in state funds for each dollar of STBG funds exchanged. Accordingly, we request ODOT to disburse to <CITY/COUNTY> a total of \$<.94 **or** .90 x FEDERAL AMOUNT> in state funds that <CITY/COUNTY> will use to finance the Project. <CITY/COUNTY>'s Vendor Number is <VENDOR #>.

By signing below, I certify that I am authorized to sign on behalf of the <CITY/COUNTY> and that the <CITY/COUNTY> will use the state funds received in accordance with the limitations of Oregon Constitution Article IX, Section 3a.

Please contact <NAME> at <PHONE NUMBER>, <EMAIL> if you have any questions or concerns regarding this request.

Sincerely,

<SIGNATURE>

<NAME>
<TITLE>
<EMAIL>

**FIRST AMENDMENT TO
Otak Personal Service Agreement
S. 1st Street and Strand Streets, Road and Utility Extensions, Project No. P-525**

This agreement is entered into this 15th day of September 2021, by and between the City, (hereinafter "City"), and Otak, (hereinafter "Contractor").

RECITALS

- A. City and Contractor entered into a Personal Service Agreement on March 8, 2021, and said contract, hereinafter "original contract", is on file at St. Helens City Hall.
- B. The City has determined that additional Scope of Work is necessary to provide a complete work that is in the best interests of the Project.
- C. The Contractor has provided a revised Scope of Work, Work Order No. 1 dated September 8, 2021 that has been reviewed by the City's Technical Advisory Committee.

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

- 1. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. Additional compensation for Work Order No. 1 shall be a not to exceed amount of \$133,475.40.
- 3. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this 15th day of September 2021.

Contractor

City

Date: _____

Rick Scholl, Mayor
Date: _____

Attest:

By: _____
Kathy Payne, City Recorder

City of St. Helens

S. 1st and Strand Streets, Road and Utility Extensions Design, Construction, and Permit Documents

Scope of Work Work Order No. 1 September 8, 2021

Project Understanding

The City of St. Helens has identified the street and utility extensions of Strand Street and S. 1st Street as a catalyst for redevelopment of the prime riverfront property (Veneer Property) along the Columbia River. The improvements will provide multimodal connectivity for the community to the proposed Riverwalk project, historic downtown, existing pathway/trail connections, and support revitalization of the Columbia View Park area as a community gathering place and event space.

S. 1ST STREET is proposed to extend from Cowlitz Street south to Plymouth Street. This street extension will include multiple mid-block crossings to allow for pedestrian and bicycle crossings that provide access to the river and future property development. The street section proposes two narrow shared travel lanes that allow for bike traffic and minimize the pedestrian street crossing length at designated crossings. The coordinated location of the street crossings with adjacent future development parcels provide the opportunity to maintain view corridors to the river, as well as enhanced multimodal connections between the proposed Riverwalk trail, S. 1st Street, and connections to the west (Tualatin St stairway, Nob Hill Nature Park, Plymouth Street).

STRAND STREET is proposed to extend south and west from Columbia View Park to intersect S. 1st Street opposite the Tualatin pedestrian stairway. The extension will begin about 180 feet south of the Cowlitz Street Intersection. In accordance with previous community input, the design of the Strand Street extension should include ample parking and maintain view access to the river, so there is a great opportunity to integrate the streetscape design into the Riverwalk design (wider sidewalks, head-in-parking, connections to Riverwalk trail, overlook/nodes, etc.). Strand Street is targeted to be a festival street with a gateway or special streetscape treatment at the intersection of 1st and Strand to highlight an arrival to the riverfront. ***Work Order No. 1 (WO1) will amend the original contract to include a subset of plans that incorporates the design of the Strand Street reconstruction between Cowlitz and the Courthouse as well as the extension of Cowlitz east of Strand to a turnaround/dropoff terminus.***

INTERSECTION IMPROVEMENTS at the existing Cowlitz/S. 1st and Cowlitz/Strand intersections will be completed in accordance with previous design approach/parameters of the S. 1st/St. Helens intersection (design completed by others). The streetscape design elements incorporated into the S. 1st and Strand project will be added to the existing S. 1st/St Helens intersection design (by others) to maintain consistency within the River District. The S. 1st and Strand Street intersection will be designed as a new intersection with consistent design and streetscape elements to the existing intersections. ***As amended with WO1, S. 1st/Street A, Strand/Street A intersections have been added and will be completed in accordance with previous design approach/parameters of S. 1st/St. Helens.***

NEW UTILITY EXTENSIONS and the relocation of the existing sanitary sewer lift station on the Veneer Property will support new development and improve the existing City systems (looping of water,

alleviating sewer capacity issues). Utility infrastructure and stormwater management should be designed in accordance with City Master Plan documents and provide coordinated stubs and services (including franchise utilities) to future development parcels, providing flexibility for different configurations and development patterns for the area. Stormwater management will include the exploration of low impact development options. A challenge for drainage will be maintaining adequate depth and conveyance to utilize the existing stormwater outfalls to the Columbia River.

Design Team: Roles and Responsibilities

Firm/Lead	Responsibilities
Otak, Inc. / Mike Peebles, PE; Keith Buisman, PE; Rose Horton, PE; Li Alligood, AICP; Jon Yamashita, PLS; Sue Tsoi, PLS	Project Management, Civil/Roadway Design and Utility Coordination, Stormwater Management, Survey, Urban Planning and Design, Development Planning, Cost Estimating, Construction Management
Mayer-Reed / Jeramie Shane, Shannon Simms	Landscape Architecture, Urban Design, Wayfinding
GeoDesign, Inc. / Krey Younger, Colby Hunt, Shawn Dimke	Geotechnical Engineering and Environmental Consulting
Leeway Engineering Solutions / Robert Lee Grayling / Kyle Thompson	Sanitary / Water Design, Lift Station Relocation
DKS Associates / Steve Boice, Kevin Chewuk	Traffic Engineering, Street & Pedestrian Illumination, Signing / Striping, Multimodal Safety Design

Task 1 – Project Management

The Design Team will plan, manage, and execute the tasks described herein in accordance with the schedule, budget, and quality expectations that are established. This task is for overall Project Management by Otak in managing the Design Team and City management staff. Design team meetings and project task management performed by the design team members are included in the design tasks.

For the purposes of defining the scope of this task, the duration of the project design effort is assumed to be through Task 6 – Permitting Coordination/Support with a total duration of **forty-three (43) weeks, from March 2021 through December 2021**. Additional Project Management scope will be provided when the remaining Tasks 7 and 8 are negotiated in the future. (**Duration amended with WO1.**)

This project management task includes the following work activities to be performed by Otak.

Task 1.1: Project Management and Administration

The following items are included:

- Provide the management, and coordination to the Design Team and City management staff.
- Track consultant contract costs and budgets on a monthly basis. Prepare monthly invoices and summary reports, up to **ten (10) invoices** are included. (**Amended with WO1 to include one additional monthly invoice.**)
- Prepare and administer sub-consultant contracts.
- Maintain the document files.

Task 1.2: Project Coordination, Meetings, and Schedule

The proposed approach to project coordination during design is to hold project meetings with key project team members and representatives from the City and their designated Project Manager and others as needed. The following items are included within this task:

1. Project Kickoff Meeting - A meeting will be held with the key members of the consulting team and the City to start the project. The following information will be reviewed during the meeting:

- Project schedule
 - Project roles and lines of communication, including a team member contact list
 - Project scope
 - Project deliverable requirements
 - Project stakeholders
 - Project constraints
 - Existing project data
 - Design criteria
2. Project Design Review Meetings (Alignment Alternatives, Preliminary Design (30%), Final Design (90%), Final PS&E (100%)) – A meeting will be held with key members of the consulting team and the City to review and coordinate the design. Assumes four (4) three-hour meetings attended by the Project Manager and Project Coordinator. Prepare meeting agendas and summaries for the Project Team meetings.
 3. City Council Meeting – Key staff will prepare for attend one (1) City Council meeting / worksession to present the recommendation from the staff advisory committee and a clear list of pros and cons for the two options
 4. Bi-Weekly Project Design Meetings – These meetings will be used to resolve issues and establish key action item through the design process. Assumes up to **twenty-two (22)** one-hour bi-weekly meetings with key design staff. **(Amended with WO1 to include three additional meetings.)**
 5. Attend design coordination meetings with agencies external to the Project Team, such as franchise utility providers, adjacent property owners/developers, etc. This task assumes four (4) one-hour meetings attended by the Project Manager and Project Coordinator.
 6. Prepare a project activity schedule for presentation to the City. The schedule will show appropriate milestones for the project including intermediate and final submittal dates for design documents and key decision points. Revise the project schedule to reflect major changes in the project schedule. Two (2) revisions to the project schedule are included.
 7. Maintain an on-going project log with meeting minutes, project design decisions, and key communications with team.

Assumptions:

- Meetings to be held virtually via MS Teams through **December 1, 2021. (Amended with WO1.)**
- In-person meeting starting **December 1, 2021** will be held at Otak offices for design team coordination meetings and at City for Project Design Review Meetings (dependent on Covid-19 guidelines). **(Amended with WO1.)**

Deliverables:

- Meeting Notes from Kickoff and Project Design Review Meetings within one week after the meeting.
- Draft schedule to be presented at Kickoff Meeting.
- Baseline Project Schedule within one week of receipt of comments to the draft schedule. Two (2) Schedule Revisions, as coordinated with City.
- Monthly Invoices and Monthly Summary Reports by the end of the month following the completion of services.
- On-going Project Log.

Task 4 –Road and Utility Extensions: Preliminary Design (30%)

The purpose of this task is to advance the preferred alignment alternative conceptual design to improved site information and prepare 30% design roll-map. 30% preliminary design milestone will include streetscape layout, street cross sections, alignment geometry and profile, schematic utility layout, proposed lift station location and concept, illumination, and delineation of landscaped areas and stormwater management facilities. Included in this task is the assessment of cost-effective relocation options for the lift station and conceptual design based on City requirements. **Task 4 is amended with**

WO1 to include a subset of plans that incorporates the design of the Strand Street reconstruction between Cowlitz and the Courthouse as well as the extension of Cowlitz east of Strand to a turnaround/dropoff terminus.

Task: 4.3 Lift Station Relocation Analysis (Leeway Engineering and Grayling)

The lift station will be conceptually designed based on topographic survey, geotechnical investigations, and current / project hydraulic capacity requirements. Subtask activities will include:

- Development of background data request and review of data, including wet-weather and dry weather flow records.
- A site visit to evaluate existing conditions.
- Preliminary electrical engineering including coordination with the local electrical utility.
- Attendance at a design review meeting with the City.

As part of this work, a hydraulic analysis of the pressure sewer associated with the relocated lift station will be completed to determine equipment sizes and operating parameters. Key tasks include:

- Development of a sanitary basin plan.
- Confirmation that peak design flow based on a 20-year forecast, or greater is included in the City's other planning efforts.
- Overflow storage analysis.
- Draft and final technical memorandum (TM) outlining design criteria.
- **Three meetings with the design team and City to review fencing/ screening alternatives for the sanitary pump station. (Amended with WO1.)**
- **Review WWMP, correspondence/ meeting with the design team and City regarding existing sanitary flows, analyze existing WW pump station capacity with both pumps in operation, summarize analysis results and meet with the design team to review. (Amended with WO1.)**

Task: 4.5 Development of 30% Plans for Strand Street Reconstruction and Cowlitz East Extension (WO1)

Civil Roadway and Utility Coordination (Otak)

- Prepare 30% design level plans that show the roadway horizontal (1"=20') and vertical alignments (1"=5') on the topographic survey basemap.
- Prepare typical sections for Strand Street.
- Prepare 30% design level plans for stormwater conveyance and treatment systems for new roadway.
- Identify required ROW and easements for the project.

Multimodal Transportation / Illumination (DKS)

- The design team will coordinate with Columbia River PUD on design and approved street lighting equipment. Roadway illumination plans will be prepared per City of St. Helens and Columbia River PUD standards showing all lighting infrastructure (conduit, wiring, foundations, junction boxes, poles, light fixtures, service cabinet) for the new lighting system.
 - Decorative lighting fixtures will be consistent with the S. 1st and St. Helens Street intersection design but understand they could change based on recommendations from the Riverwalk project to ensure consistency.
- Development of signing design through guidance provided by City of St. Helens, the current edition of the ODOT Traffic Sign Design Manual, the MUTCD and Oregon Supplements to the MUTCD (OAR 734-020-005) and with the Sign Policy and Guidelines for the State Highway System. In addition, the design team will take into account any signing designs from the City's Wayfinding Master Plan.
- Sign Plans include permanent signing plan, signing details, and sign post and data table. Design team will prepare striping design with guidance provided by City of St. Helens, the ODOT Traffic Line Manual, ODOT Traffic Manual, the MUTCD, the Oregon Supplement to the MUTCD, the Oregon Standard Drawings, and Standard Details. Permanent Striping Plans include roadway alignment,

stationing, channelization information, tapers, centerlines, lane lines, shoulder width information, bike markings, crosswalks, and dimensions.

Landscape Architecture (Mayer-Reed)

- Develop streetscape designs for:
 - Sidewalk paving patterns and materials.
 - Furnishing zone treatments and amenities.
 - Street tree layout and species.
 - Landscape zones and preliminary species.
- Develop Cowlitz Area Concepts.
 - Coordinate with Civil on vehicular circulation concepts.
 - Propose preliminary pedestrian and landscape improvements, including pathways, plaza, hardscape grading, and landscape amenities between Strand Street, Cowlitz Street Extension and the proposed Riverwalk.
- Develop Cowlitz Gateway Concept.
- Prepare exhibits for up to three (3) client review meetings including:
 - Enlarged plans.
 - Sections and elevations.

Assumptions:

- The Design Team will use the 2021 ODOT Standard Specifications.
- Land division is not included in this permitting scope of work. If a land division is desired or required to permit infrastructure improvements, the Otak team can provide a proposal for that work separately.
- This scope does not include DSL/COE or FEMA coordination and permitting.

Deliverables:

- 30% Plans
- Updated preliminary Cost Estimate for 30% Design plans
- (3) Design Team Meetings with City

Task 5 –Road and Utility Extension: Final Design (90% and Final PS&E)

The purpose of this task is to advance the preliminary design into 90% and final design documents that can go to bid advertisement. Street plans will incorporate a final design level of detail for streetscape, stormwater collection and management, utility information, street cross sections, illumination and signing/stripping plans, street landscape and ADA grading. Included with this work effort will be the proposed lift station design documents. This task is amended with WO1 to incorporate the Strand Street reconstruction between Cowlitz and the Courthouse, the extension of Cowlitz east of Strand to a turnaround/dropoff terminus, and the new construction of Street A.

Task: 5.1 90% and Final PS&E

Civil Roadway and Utility Coordination (Otak)

- Refine roadway alignment and grade and stormwater management based on the 30% review comments.
- Refine design for the *five* intersection improvements (S. 1st/Cowlitz, Cowlitz/Strand, S. 1st/Strand, **S. 1st/Street A, Strand/Street A**) and existing S. 1st Street Improvement south of Cowlitz intersection. **(Amended with WO1 to include two additional intersections.)**
- Provide recommendations to City for changes to previously completed S. 1st/St Helens intersection design to incorporate streetscape elements from S. 1st Street and Strand Street roadway extension project to maintain consistency in the River District.
- Determine sheet layout, title block, and sheet numbering scheme and coordinate with Design team for entire plan set. Obtain City concurrence prior to producing sheets.

- Prepare final typical section plan sheets (3), including typical on-street parking sections.
- Develop roadway and storm conveyance plan and profile sheets (10). **(Amended with WO1 to include three additional plan and profile sheets.)**
- Develop intersection grid details to show surface elevation information for intersections without a pavement standard cross slope. Details are assumed to be needed for existing S. 1st/Cowlitz and Cowlitz/Strand intersections and at the new S 1st/Strand, **Strand/Street A, and S 1st/Street A intersections (5). (Amended with WO1 to include two additional intersections.)**
- Prepare final sheets for overall plan set and general roadway improvements including a title sheet (1), index sheet (1), general notes (1), existing conditions (3), curb returns/ADA ramps (12), and mid-block crossings (2), standard roadway details (3), storm details (3). **(Amended with WO1 to include four additional sheets for curb returns/ADA ramps.)**
- Prepare final sheets for stormwater improvements including plan/profile to outfall (2), standard storm details (3), stormwater treatment/LIDA details (2).
- Prepare Erosion and Sediment Control Plans for limits of project in accordance with DEQ 1200-C permit requirements. Assumes: Cover sheet (1), ESC Plans for three stages of construction (clearing/demo, grading, street/utility) (9), and ESC Details (3).
- Prepare final survey monumentation sheets (2).
- Coordinate with franchise utility providers (power, gas, telephone, fiber, communications) to incorporate design into roadway plans. Show proposed vaults and conduit runs as reference on roadway plan set, but franchise utility providers to provide their final design on separate documents.
 - Prepare final sheet(s) of composite utility plan showing where all utilities will be shown at a scale no smaller than 1"=60' without notes, profiles, etc.
- Prepare the special provisions of the project specifications related to roadway and storm drain improvements at 90% and Final PS&E submittal.
- **Prepare cost estimate at 60% (AACE Class 2 level) for roadway and storm drainage improvements. (Amended with WO1 to include additional cost estimate.)**
- Prepare cost estimate at 90% and Final PS&E (AACE Class 2 level) for roadway and storm drainage improvements.
- Prepare bid schedule for roadway and storm drainage improvements at 90% and Final PS&E.
- Assemble final special revisions, cost estimate, and bid schedule for entire project at 90% and Final PS&E from submitted documents from design team members. The professional of record will seal the applicable section of the special provisions for the Final PS&E submittal.
- Submit 90% PS&E to City for review and comment. Develop a comment log for design team to track revisions/responses in advancing plans to Final PS&E.

Utility Design (Leeway Engineering)

Sanitary sewer and water utility construction documents will be developed. Subtask activities will include:

- Coordination with Otak regarding cover sheet and other general sheets, traffic control plans, bidding documents, and front-end documents.
- Development of combined water and gravity sanitary sewer plan and profile drawings, including Tualatin Street waterline connection. (8 sheets)
- Development of force main plan and profile drawings. (6 sheets)
- Markups to the project Erosion and Sediment Control drawing(s), as developed by Otak.
- Design of force main connection to WWTP headworks or influent tunnel manhole.
- Development of horizontal utility decommissioning drawings. (1 sheet plus 1 detail sheet)
- Drafting of special provisions related to water and sewer. (6 sections)
- Coordination with Otak and City regarding future extension and connection locations.
- Development of Comment Log.
- Preparation for and participation in a 90% design initiation meeting, 90% design review meeting, and a Final Design handoff meeting.
- Development of utility-specific bid schedule for incorporation into Bid Documents.

- **Development of 60% AACE Level 2 cost estimate. (Amended with WO1 to include additional cost estimate.)**
- Development of 90% and Final AACE Level 2 cost estimates.
- Review and incorporation of review comments as received from the City, Design Team, and DEQ.
- Quality control reviews.

Multimodal Transportation / Illumination (DKS)

- Update design elements for illumination, signing, and striping to reflect review comments and changes from the Preliminary design review and bring the design level to 90% and Final PS&E suitable for advertisement and bidding. The following plan sheets will be prepared:
 - Illumination legend (1)
 - Illumination plans (8) (1:40 scale) **(Amended with WO1 to include two additional plans.)**
 - Illumination details (2)
 - Signing/Striping Legend (1)
 - Signing/Striping Plans (8) (1:40 scale) **(Amended with WO1 to include two additional plans.)**
 - Sign installation details (2)

Landscape Architecture (Mayer-Reed)

- Develop streetscape Plans and Details for:
 - Sidewalk paving patterns and materials
 - Furnishing zone treatments and amenities
 - Street tree layout and species
 - Landscape planting design and irrigation
- Develop Plans and Details for Stormwater planting design.
- **Develop Pedestrian Site Plans and Details for Cowlitz Extension. (Amended with WO1.)**
 - **Coordinate with Civil team on final vehicular circulation concepts.**
 - **Develop final pedestrian and landscape improvements including:**
 - **Pathways and Pedestrian site materials and layout, grading, amenities.**
 - **Landscape planting and irrigation.**
 - **Develop Gateway design and details.**
 - **Coordinate with lighting and other disciplines as needed**

Task: 5.2 Stormwater Management Design and Report (Otak)

- Advance stormwater design to support project 90% plans and Final PS&E. **Incorporate additional area from Cowlitz Street extension.**
- Otak will prepare a final stormwater management plan that encompasses the stormwater management facilities and pipe conveyance. The report will document support calculations.

Assumptions:

- Gateway design may include wayfinding / signage elements. Signage Masterplan standards will be used for any wayfinding components included in the Gateway elements; design and destailing of wayfinding signage not included.
- Any exiting utilities recommended for rehabilitation or replacement north of Cowlitz or outside the new roadway alignment is not included as part of this Task.
- A single set of consolidated comments will be provided at each design submittal (90% and Final)
- Contract documents will be submitted electronically in PDF format.
- Assumes stormwater management/treatment to be provided for the new roadway extension only. Improvements at three existing intersections and south end S. 1st Street will utilize the existing storm drain system and not require any new stormwater management/treatment.
- Franchise utility design (power, gas, telephone, fiber, communications) to be completed and documented by utility provider. City to coordinate franchise/service agreements with utility providers.

Deliverables:

- Final Stormwater Management Report
- **60% construction cost estimates. (In MS Excel format and PDF)**
- 90% and Final PS&E submittals shall each include:
 - Stamped plan sheets electronic. (Adobe PDF)
 - Bid sheet. (in MS Excel format and PDF)
 - Engineer's construction cost estimates. (In MS Excel format and PDF)
 - Project Special Provisions and technical specifications. (in MS Word format and PDF format)

S.1st and Strand Streets - Roadway and Utility Extensions

Fee Estimate - WO#1

Summary of Otak, Inc. and all Subconsultants

Otak Project # 019823.000

Task	Description	Otak, Inc.	Mayer/Reed	NV5	Leeway Engineering	DKS Associates	Grayling Engineers	Total Hours	Total Budget by Task
1	Project Management (Tasks 2-6 duration)	44	0	0	0	0	0	44	\$6,886.00
1.1	Project Management and Administration	24	0	0	0	0	0	24	\$3,756.00
1.2	Project Coordination, Meetings, and Schedule	20	0	0	0	0	0	20	\$3,130.00
2	Topographic Survey and Geotechnical / Environmental Investigation	0	0	0	0	0	0	0	\$0.00
2.1	Topographic Survey (Otak)	0	0	0	0	0	0	0	\$0.00
2.2	Geotechnical (GeoDesign)	0	0	0	0	0	0	0	\$0.00
2.3	Environmental Investigation (GeoDesign)	0	0	0	0	0	0	0	\$0.00
3	Alignment Alternatives/Concept Development Plans	0	0	0	0	0	0	0	\$0.00
3.1	Planning Code and Zoning Requirements	0	0	0	0	0	0	0	\$0.00
3.2	Alignment Alternatives (2) (10%)	0	0	0	0	0	0	0	\$0.00
3.3	Concept Development Plan	0	0	0	0	0	0	0	\$0.00
3.4	Scoring Criteria / Worksession	0	0	0	0	0	0	0	\$0.00
4	Road and Utility Extensions: Preliminary Design (30%)	167	174	0	0	46	28	28	\$55,391.00
4.1	Development of 30% Roll-map Plans	0	0	0	0	0	0	0	\$0.00
4.2	Stormwater Management	0	0	0	0	0	0	0	\$0.00
4.3	Lift Station Relocation Analysis	0	0	0	0	0	28	28	\$4,076.00
4.4	30% Cost Estimate/Constructability Review	0	0	0	0	0	0	0	\$0.00
4.5	Development of 30% Plans - Strand Street Reconstruction and Cowlitz East Extension (WO#1)	167	174	0	0	46	0	387	\$51,315.00
5	Road and Utility Extensions: Final Design (90% and Final PS&E)	274	168	0	0	64	12	518	\$67,978.00
5.1	90% and Final PS&E	262	168	0	0	64	12	506	\$66,190.00
5.2	Stormwater Management Design and Report	12	0	0	0	0	0	12	\$1,788.00
5.3	Lift Station Design Documents	0	0	0	0	0	0	0	\$0.00
6	Permitting Coordination/Support	0	0	0	0	0	0	0	\$0.00
6.1	Utility Design - DEQ (Lift Station)	0	0	0	0	0	0	0	\$0.00
6.2	1200-C Erosion and Sediment Control	0	0	0	0	0	0	0	\$0.00
6.3	Grading Permit (Columbia County)	0	0	0	0	0	0	0	\$0.00
6.4	Building Permit (Lift Station, Gateway)	0	0	0	0	0	0	0	\$0.00
7	Bid Documents and Bidding Assistance - RESERVED - TBD	0	0	0	0	0	0	0	\$0.00
7.1	Bidding Assistance	0	0	0	0	0	0	0	\$0.00
8	Construction Management Services - RESERVED - TBD	0	0	0	0	0	0	0	\$0.00
8.1	Construction Management / Administration	0	0	0	0	0	0	0	\$0.00
8.2	Pre-construction and Site Meetings	0	0	0	0	0	0	0	\$0.00
8.3	Construction Engineering (Responding to RFIs, Review Shop Drawings and Submittals)	0	0	0	0	0	0	0	\$0.00
8.4	Construction Inspection	0	0	0	0	0	0	0	\$0.00
8.5	As-built Survey and Drawings	0	0	0	0	0	0	0	\$0.00
8.6	Project Close-out	0	0	0	0	0	0	0	\$0.00
	Total Hours	485	342	0	0	110	40	977	
	Total Labor Cost	\$65,847.00	\$42,540.00	\$0.00	\$0.00	\$15,660.00	\$6,208.00		\$130,255.00
	Direct Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Subconsultant Administration	\$3,220.40							\$3,220.40
	Project Total	\$69,067.40	\$42,540.00	\$0.00	\$0.00	\$15,660.00	\$6,208.00		\$133,475.40

CONTRACT PAYMENTS

City Council Meeting
September 15, 2021

Keller Associates

Project: Sanitary Sewer Master Plan (Inv#0212298)	\$	6,882.98
Project: Stormwater Master Plan (Inv#0212297)	\$	10,984.97
Project: Water Master Plan (Inv#0212307)	\$	<u>12,026.75</u>
	\$	29,894.70

Otak

Project: S. 1 st & Strand Streets, Road and Utility Extensions	\$	87,243.34
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KP

Item #6.

245 Commercial St SE, Suite 210
Salem, OR 97301

(503) 364-2002

City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

August 23, 2021

Project No: 220060-002

Invoice No: 0212298

Project 220060-002 St Helens - Sanitary Sewer Master Plan

Project Manager: *[Signature]*

Professional Services from July 1, 2021 to July 31, 2021

P-511

Task	001	Project Management & Meetings			
Fee					
Total Fee		23,715.00			
Percent Complete		75.00	Total Earned	17,786.25	
			Previous Fee Billing	14,703.30	
			Current Fee Billing	3,082.95	
			Total Fee		3,082.95
			Total this Task		\$3,082.95

Task	002	Data / Survey			
Task 2A: Data Gathering / Review / I&I Evaluation					
Fee					
Total Fee		47,483.00			
Percent Complete		100.00	Total Earned	47,483.00	
			Previous Fee Billing	47,483.00	
			Current Fee Billing	0.00	
			Total Fee		0.00
			Total this Task		0.00

Task 2B: Survey / Field Work

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	5,000.00	5,000.00	
Limit			5,000.00	
			Total this Task	0.00
			Total this Task	0.00

Task	003	Technical Analysis			
Fee					
Total Fee		46,852.00			
Percent Complete		100.00	Total Earned	46,852.00	
			Previous Fee Billing	46,852.00	
			Current Fee Billing	0.00	
			Total Fee		0.00
			Total this Task		0.00

Project	220060-002	St Helens - Sanitary Sewer Master Plan	Invoice	0212298
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Task	004	Engineering Standards and Comprehensive Plan
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Fee

Total Fee	5,110.00		
Percent Complete	100.00	Total Earned	5,110.00
		Previous Fee Billing	5,110.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Task	005	Staffing Level Analysis
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Fee

Total Fee	3,745.00		
Percent Complete	61.00	Total Earned	2,284.45
		Previous Fee Billing	823.90
		Current Fee Billing	1,460.55
		Total Fee	1,460.55
		Total this Task	\$1,460.55

Task	006	Capital Improvement Plan
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Fee

Total Fee	21,268.00		
Percent Complete	56.00	Total Earned	11,910.08
		Previous Fee Billing	9,570.60
		Current Fee Billing	2,339.48
		Total Fee	2,339.48
		Total this Task	\$2,339.48

Task	007	Final Plan Documentation and Public Meetings
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Fee

Total Fee	13,138.00		
Percent Complete	0.00	Total Earned	0.00
		Previous Fee Billing	0.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Total this Invoice	\$6,882.98
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Billings to Date

	Current	Prior	Total
Fee	6,882.98	124,542.80	131,425.78
Consultant	0.00	5,000.00	5,000.00
Totals	6,882.98	129,542.80	136,425.78

303-000-52019

APPROVED FOR PAYMENT

INIT. DATE

ACC. GRD. L. DATE

FINANCE 9-2-21

SUPERVISOR 9-2-21



KP

Item #6.

245 Commercial St SE, Suite 210
Salem, OR 97301

(503) 364-2002

City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

August 23, 2021

Project No: 220060-001

Invoice No: 0212297

Project 220060-001 St Helens - Stormwater Master Plan

Project Manager: *[Signature]*

P-511

Professional Services from July 1, 2021 to July 31, 2021

Task	001	Project Management & Meetings		
Fee				
Total Fee		23,715.00		
Percent Complete		75.00	Total Earned	17,786.25
			Previous Fee Billing	14,703.30
			Current Fee Billing	3,082.95
			Total Fee	3,082.95
			Total this Task	\$3,082.95

Task	002	Data Acquisition & Surveying		
Task 2A: Data Acquisition / Review				
Fee				
Total Fee		32,448.00		
Percent Complete		100.00	Total Earned	32,448.00
			Previous Fee Billing	32,448.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Task	0.00

Task 2B: Survey / Field Work

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	10,000.00	10,000.00	
Limit			10,000.00	
			Total this Task	0.00
			Total this Task	0.00

Task	003	Technical Analysis		
Fee				
Total Fee		48,047.00		
Percent Complete		100.00	Total Earned	48,047.00
			Previous Fee Billing	48,047.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Task	0.00

Project	220060-001	St Helens - Stormwater Master Plan	Invoice	0212297
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Task	004	Engineering Standards and Comprehensive
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Fee

Total Fee	5,110.00		
Percent Complete	100.00	Total Earned	5,110.00
		Previous Fee Billing	5,110.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Task	005	Staffing Level Analysis
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Fee

Total Fee	3,745.00		
Percent Complete	61.00	Total Earned	2,284.45
		Previous Fee Billing	823.90
		Current Fee Billing	1,460.55
		Total Fee	1,460.55
		Total this Task	\$1,460.55

Task	006	Capital Improvement Plan
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Fee

Total Fee	18,877.00		
Percent Complete	54.00	Total Earned	10,193.58
		Previous Fee Billing	8,117.11
		Current Fee Billing	2,076.47
		Total Fee	2,076.47
		Total this Task	\$2,076.47

Task	007	Final Plan Documentation and Public Meetings
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Fee

Total Fee	13,137.00		
Percent Complete	0.00	Total Earned	0.00
		Previous Fee Billing	0.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Task	008	TMDL Implementation Plan
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Free

Total Fee	9,700.00		
Percent Complete	50.00	Total Earned	4,850.00
		Previous Fee Billing	485.00
		Current Fee Billing	4,365.00
		Total Fee	4,365.00
		Total this Task	\$4,365.00

APPROVED FOR PAYMENT

INIT _____ DATE _____

ACCOUNTABLE _____

FINANCE _____

SUPERVISOR _____

9-2-21

9-2-2021

Total this Invoice \$10,984.97

304-000-52019

Project	220060-001	St Helens - Stormwater Master Plan	Invoice	0212297
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Billings to Date

	Current	Prior	Total
Fee	10,984.97	109,734.31	120,719.28
Consultant	0.00	10,000.00	10,000.00
Totals	10,984.97	119,734.31	130,719.28



KP

Item #6.

245 Commercial St SE, Suite 210
Salem, OR 97301

(503) 364-2002

City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

August 23, 2021

Project No: 221096-000

Invoice No: 0212307

Project 221096-000 St. Helens - Water Master Plan

Project Manager: *[Signature]*

W-474

Professional Services from July 1, 2021 to July 31, 2021

Task 001 Project Management and Meetings

Fee
Total Fee 16,510.00
Percent Complete 23.00
Total Earned 3,797.30
Previous Fee Billing 0.00
Current Fee Billing 3,797.30
Total Fee 3,797.30
Total this Task \$3,797.30

Task 002 Data Collection, Review and Facility Tour

Fee
Total Fee 13,680.00
Percent Complete 41.00
Total Earned 5,608.80
Previous Fee Billing 0.00
Current Fee Billing 5,608.80
Total Fee 5,608.80
Total this Task \$5,608.80

Task 003 System Inventory and Condition Assessment

Fee
Total Fee 9,165.00
Percent Complete 11.00
Total Earned 1,008.15
Previous Fee Billing 0.00
Current Fee Billing 1,008.15
Total Fee 1,008.15
Total this Task \$1,008.15

Task 004 Planning Criteria

Fee
Total Fee 13,570.00
Percent Complete 0.00
Total Earned 0.00
Previous Fee Billing 0.00
Current Fee Billing 0.00
Total Fee 0.00

Project	221096-000	St. Helens - Water Master Plan	Invoice	0212307
Total this Task				0.00

Task	005	Water Supply and Distribution System Analysis		
Fee				
Total Fee		20,195.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Task	0.00

Task	006	Water Treatment Evaluation		
Fee				
Total Fee		7,990.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Task	0.00

Task	007	Water System Hydraulic Model		
Fee				
Total Fee		36,455.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Task	0.00

Task	008	Water System O&M Plan		
Fee				
Total Fee		3,260.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Task	0.00

Task	009	Staff Interviews & Staffing Level Analysis		
Fee				
Total Fee		5,375.00		
Percent Complete		30.00	Total Earned	1,612.50
			Previous Fee Billing	0.00
			Current Fee Billing	1,612.50
			Total Fee	1,612.50
			Total this Task	\$1,612.50

Project	221096-000	St. Helens - Water Master Plan	Invoice	0212307
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Task	010	Capital Improvement Plan
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Fee

Total Fee	19,860.00		
Percent Complete	0.00	Total Earned	0.00
		Previous Fee Billing	0.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Task	011	Draft and Final Water System Master Plan
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Fee

Total Fee	8,590.00		
Percent Complete	0.00	Total Earned	0.00
		Previous Fee Billing	0.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Task	012	Public Meetings
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Fee

Total Fee	6,545.00		
Percent Complete	0.00	Total Earned	0.00
		Previous Fee Billing	0.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Task	013	Water Management & Conservation Plan Update
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Fee

Total Fee	14,630.00		
Percent Complete	0.00	Total Earned	0.00
		Previous Fee Billing	0.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Total this Invoice	\$12,026.75
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Billings to Date

	Current	Prior	Total
Fee	12,026.75	0.00	12,026.75
Totals	12,026.75	0.00	12,026.75

302-000-52019

APPROVAL FOR PAYMENT

INIT

DATE

MZ
GNFINANCE
SUPERVISOR9-2-21
9-2-2021



Progress Report

August 27, 2021

Sue Nelson, PE
City Engineer
265 Strand Street
St. Helens, OR 97051

APPROVED FOR PAYMENT		
INIT		DATE
MZ	ACCOUNTS PAYABLE	9-8-2021
W	FINANCE	
	SUPERVISOR	9-2-2021

202-723-52019

RE: **Otak Project No. 019823.000**
S. 1st and Strand Streets, Road and Utility Extensions
Design, Construction, and Permit Documents
Invoice No. 000008210385 P-525

Dear Sue:

Enclosed is Otak's invoice for the **S. 1st and Strand Streets, Road and Utility Extensions**, for the period starting July 17, 2021 and ending August 13, 2021. The total fee for work completed during this time period is \$87,243.34.

The following is a summary of the activities performed under each phase activities:

Phase 110 Project Management and Administration

- Day-to-day project management and coordination.
- Prepared Invoice and progress reporting.

Phase 120 Project Coordination, Meetings, Schedule

- Coordination of meeting agendas and setup.

Phase 210 Topographic Survey

- None

Phase 220 Geotechnical

- None

Phase 230 Environmental Investigation

- Subcontract a licensed drilling contractor to 26 direct-push borings at the Project to an anticipated depth of 15 feet BGS or probe refusal, whichever comes first. The borings will be spaced at approximately 100-foot intervals along the planned lengths of S. 1st Street

and Strand Street, including 17 borings on future S. 1st Street and 9 borings on future Strand Street.

- Collected continuous soil samples from each direct-push boring to the extent practical for visual identification and field screening. Field screening will consist of visual observation for staining, water sheen testing, and headspace vapor measurements using a hand-held photoionization detector.
- Preparing a summary report of findings.

Phase 310 Planning Code-Zoning Requirements

- None.

Phase 320 Alignment Alternatives

- None.

Phase 330 Concept Development Plan

- None.

Phase 340 Scoring Criteria/Worksession

- None.

Phase 410 30% Roll-Map Plans

- Delivered 30% design level plans that show the roadway horizontal (1"=20') and vertical alignments (1"=5') on the topographic survey basemap.
- Delivered typical sections for 1st and Strand Streets.
- Delivered 30% design level plans for stormwater conveyance and treatment systems for new roadway
- Delivered 30% design plans for intersection improvements (1st/Cowlitz, Cowlitz/Strand, 1st/Strand) and existing S. 1st Street Improvement south of Cowlitz.
- Delivered design assumptions report for review and approval by City.
- Delivered plan to identify required ROW and easements for the project.
- Delivered draft and final utilities Technical Memorandum confirming demand and capacity requirements for water/sewer, respectively.
- Delivered draft and final lift station design Technical Memorandum with site plan and section view drawings.
- Delivered draft and Final Traffic Analysis Memorandum
- Delivered draft and final Illumination Analysis Memorandum

Phase 420 Stormwater Management

- Delivered preliminary Stormwater Management Report for the project, including evaluation of regional stormwater facility option versus multiple smaller facilities within project limits.
- Completed stormwater analysis. Stormwater analysis includes conveyance, water quality treatment, and stormwater outfall to the Columbia River.

Phase 430 Lift Station Relocation Analysis

- None.

Phase 440 30% Cost Est/Construct Review

- Prepared a preliminary cost estimate (AACE Class 3 level) for project based on 30% plans.
- Prepared constructability review and submitted a summary report of potential construction/staging issues that may impact final design and permitting.

Phase 510 90% and Final PS&E

- None.

Phase 520 Stormwater Management

- None.

Phase 530 Lift Station Design Documents

- None.

Phase 610 Lift Station – DEQ

- None.

Phase 620 1200-C Erosion Control DEQ

- None.

Phase 630 Grading Permit – City

- None.

Phase 640 Building Permit – City

- None.

Issues that may affect the schedule:

- *None at this time.*

If you have any questions, please do not hesitate to call me at 503.415.2337.

Sincerely,

Otak, Inc.

Keith Buisman, PE
Senior Project Manager

**INVOICE**

Remit Payment to:
 Otak Inc
 P.O. Box 894448
 Los Angeles, CA 90189-4448

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

August 27, 2021
 Project No: 019823.000
 Invoice No: 000008210385

Project 019823.000 City of St. Helens - 1st and Strand Streets

For Professional Services Ending August 13, 2021

Phase 110 Project Management and Admin

Professional Personnel

	Hours	Rate	Amount	
Civil Engineer IX				
Buisman, Keith	9.25	193.00	1,785.25	
Project Administrative Assistant				
Gutierrez, Kayla	1.75	83.00	145.25	
CM Documentation Specialist III				
Flett, Amanda	2.00	120.00	240.00	
Totals	13.00		2,170.50	
Total Labor				2,170.50
Total this Phase				\$2,170.50

Phase 120 Project Coord, Mtgs, Schedule

Professional Personnel

	Hours	Rate	Amount	
Civil Engineer IX				
Buisman, Keith	5.25	193.00	1,013.25	
Construction Manager VI				
Williams, Michael	2.50	202.00	505.00	
CM Documentation Specialist III				
Flett, Amanda	9.50	120.00	1,140.00	
Totals	17.25		2,658.25	
Total Labor				2,658.25
Total this Phase				\$2,658.25

Phase 230 Environmental Investigation

Consultants

Geotechnical Consultants				
8/13/2021 NV5	227793		3,834.00	
Total Consultants		1.05 times	3,834.00	4,025.70
Total this Phase				\$4,025.70

A finance charge will be assessed to all overdue accounts.

808 SW Third Avenue, Suite 800 Portland, OR 97204 Phone (503) 287-6825 **otak.com**

Project	019823.000	City of St. Helens - 1st and Strand Sts.	Invoice	000008210385
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Phase 320 Alignment Alternatives

Consultants

Direct Cost Subconsultants

7/31/2021	Mayer Reed	12903		143.75	
Total Consultants			1.05 times	143.75	150.94

Total this Phase \$150.94

Phase 410 30% Roll-map Plans

Professional Personnel

	Hours	Rate	Amount	
Civil Engineer IV				
Hollen, Daniel	45.25	128.00	5,792.00	
Civil Engineer IX				
Ballou, Kristen	7.50	193.00	1,447.50	
Buisman, Keith	37.75	193.00	7,285.75	
Engineering Designer II				
Mathieson, Joshua	8.00	92.00	736.00	
Engineering Designer III				
Tiffany, Roger	1.50	98.00	147.00	
Engineering Designer IV				
Sibert, Hailey	45.50	112.00	5,096.00	
Engineering Technician V				
Haynes, Michael	52.00	120.00	6,240.00	
CM Documentation Specialist III				
Flett, Amanda	6.50	120.00	780.00	
Totals	204.00		27,524.25	
Total Labor				27,524.25

Consultants

Direct Cost Subconsultants

7/31/2021	Mayer Reed	12903		10,898.75	
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Traffic Consultants

8/12/2021	DKS Associates, Inc.	0078310		23,550.00	
Total Consultants			1.05 times	34,448.75	36,171.19

Total this Phase \$63,695.44

Phase 420 Stormwater Management

Professional Personnel

	Hours	Rate	Amount
Civil Engineer VI			
Horton, Rose	20.00	149.00	2,980.00
Civil Engineer VIII			
Cantlon, Ashley	2.50	173.00	432.50
Engineering Designer III			
Tiffany, Roger	31.25	98.00	3,062.50

Project	019823.000	City of St. Helens - 1st and Strand Sts.	Invoice	000008210385
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Project Administrative Assistant

Tremmel, Diane	2.00	83.00	166.00
Totals	55.75		6,641.00

Total Labor**6,641.00****Total this Phase****\$6,641.00**

Phase 440 30% Cost Est/Construct Review

Professional Personnel

	Hours	Rate	Amount	
Civil Engineer IV				
Hollen, Daniel	.50	128.00	64.00	
Civil Engineer IX				
Buisman, Keith	9.75	193.00	1,881.75	
Engineering Designer IV				
Sibert, Hailey	24.00	112.00	2,688.00	
Construction Manager VI				
Williams, Michael	10.50	202.00	2,121.00	
Totals	44.75		6,754.75	
Total Labor				6,754.75

Consultants

Traffic Consultants

8/12/2021	DKS Associates, Inc.	0078310	260.00	
Total Consultants			1.05 times	260.00

273.00**Total this Phase****\$7,027.75**

Phase 900 Direct Expenses

Consultants

Geotechnical Consultants

8/13/2021	NV5	227793	832.15	
Total Consultants			1.05 times	832.15

873.76**Total this Phase****\$873.76****Total this Invoice****\$87,243.34****Invoice Summary**

Description	Contract Amount	Prior Billed	Current Billed	Total Billed	Remaining
Project Management and Admin	51,506.00	10,223.25	2,170.50	12,393.75	39,112.25
Project Coord, Mtgs, Schedule	30,405.00	11,588.00	2,658.25	14,246.25	16,158.75
Topographic Survey	74,788.00	71,256.18	0.00	71,256.18	3,531.82
Geotechnical	16,916.00	16,841.46	0.00	16,841.46	74.54
Environmental Investigation	21,023.00	3,702.05	4,025.70	7,727.75	13,295.25
Planning Code-Zoning Requiremnts	2,653.00	2,527.50	0.00	2,527.50	125.50

Project	019823.000	City of St. Helens - 1st and Strand Sts.			Invoice	000008210385
Alignment Alternatives	53,333.00	50,407.42	150.94	50,558.36	2,774.64	
Concept Development Plan	29,942.00	29,060.28	0.00	29,060.28	881.72	
Scoring Criteria / Worksession	16,214.00	9,777.00	0.00	9,777.00	6,437.00	
30% Roll-map Plans	172,464.00	42,583.42	63,695.44	106,278.86	66,185.14	
Stormwater Management	17,370.00	8,121.00	6,641.00	14,762.00	2,608.00	
Lift Station Relocation Analysis	14,453.00	1,580.24	0.00	1,580.24	12,872.76	
30% Cost Est/Construct Review	14,284.00	0.00	7,027.75	7,027.75	7,256.25	
90% and Final PS&E	438,297.00	0.00	0.00	0.00	438,297.00	
Stormwater Mgmt Design and Report	28,640.00	0.00	0.00	0.00	28,640.00	
Lift Station Design Documents	7,212.00	0.00	0.00	0.00	7,212.00	
Lift Station - DEQ	10,451.00	0.00	0.00	0.00	10,451.00	
1200-C Erosion Control - DEQ	12,083.00	0.00	0.00	0.00	12,083.00	
Grading Permit - City	7,940.00	0.00	0.00	0.00	7,940.00	
Building Permit - City	3,501.00	0.00	0.00	0.00	3,501.00	
Direct Expenses	115,345.00	16,568.65	873.76	17,442.41	97,902.59	
Total	1,138,820.00	274,236.45	87,243.34	361,479.79	777,340.21	

**INVOICE**

720 SW Washington St., Suite 500
 Portland, OR 97205
 503.243.3500
 www.dksassociates.com

Mike Peebles
 OTAK, Inc
 Attn: Accounts Payable
 808 SW 3rd Avenue, Suite 800
 Portland, OR 97204

August 12, 2021
 Project No: 21058-000
 Invoice No: 0078310

Project 21058-000 City of St Helens 1st and Strand Streets Road and Utility Extensions
 City of St. Helens: 1st and Strand Streets: **Otak Project 019823.000**, NTP Effective 3-23-21; Prime agreement expiration 12/31/2023.

Professional Services for Period July 1, 2021 Through July 31, 2021

Phase 002 4.1 Development of 40% Roll-map Plans
 Task 001 4.1.1 Lighting Analysis & Memo

Professional Personnel

	Hours	Rate	Amount	
Grade 11				
Drake, Kiara	4.50	105.00	472.50	
Grade 15				
Shelton, Jacob	34.00	125.00	4,250.00	
Grade 21				
Vadaei, Sina	2.00	155.00	310.00	
Grade 30				
Boice, Steven	6.50	200.00	1,300.00	
Tech T				
Norwood, Eva	.50	130.00	65.00	
Totals	47.50		6,397.50	
Total Labor				6,397.50
				Total this Task \$6,397.50

Task 002 4.1.2 Traffic Analysis & Memo

Professional Personnel

	Hours	Rate	Amount	
Grade 18				
Fleskes, Kayla	11.50	140.00	1,610.00	
Grade 30				
Boice, Steven	4.00	200.00	800.00	
Tech V				
Whitt, Danella	8.25	140.00	1,155.00	
Totals	23.75		3,565.00	
Total Labor				3,565.00
				Total this Task \$3,565.00

Task 003 4.1.3 Lighting Design

TERMS: Net 30 Days
 Remit To: 720 SW Washington St. #500
 Portland, OR 97205

Project	21058-000	St Helens 1st and Strand Streets	Invoice	0078310
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Professional Personnel

	Hours	Rate	Amount	
Grade 11				
Snellings, Rebecca	4.50	105.00	472.50	
Grade 16				
Anganis, George	9.00	130.00	1,170.00	
Grade 21				
Vadaei, Sina	5.50	155.00	852.50	
Grade 30				
Boice, Steven	1.00	200.00	200.00	
Totals	20.00		2,695.00	
Total Labor				2,695.00
			Total this Task	\$2,695.00

Task	004	4.1.4 Signing & Striping Design
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Professional Personnel

	Hours	Rate	Amount	
Grade 6				
Sinkus, Ivan	3.50	80.00	280.00	
Grade 11				
Drake, Kiara	1.25	105.00	131.25	
Ralis-Zazueta, Maria	23.50	105.00	2,467.50	
Snellings, Rebecca	4.25	105.00	446.25	
Grade 15				
Shelton, Jacob	15.50	125.00	1,937.50	
Grade 16				
Anganis, George	33.50	130.00	4,355.00	
Grade 21				
Vadaei, Sina	5.00	155.00	775.00	
Grade 30				
Boice, Steven	2.50	200.00	500.00	
Totals	89.00		10,892.50	
Total Labor				10,892.50
			Total this Task	\$10,892.50
			Total this Phase	\$23,550.00

Phase	003	4.4 30% Cost Estimate/Constructability Review
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Professional Personnel

	Hours	Rate	Amount	
Grade 6				
Sinkus, Ivan	3.25	80.00	260.00	
Totals	3.25		260.00	
Total Labor				260.00
			Total this Phase	\$260.00

Billing Limits

	Current	Prior	To-Date
Total Billings	23,810.00	7,697.50	31,507.50
Limit			91,751.00
Remaining			60,243.50

TERMS: Net 30 Days
Remit To: 720 SW Washington St. #500
Portland, OR 97205

Page 2

Project	21058-000	St Helens 1st and Strand Streets	Invoice	0078310
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Total this Invoice	<u><u>\$23,810.00</u></u>
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Outstanding Invoices

Number	Date	Balance
0077724	6/15/2021	1,640.00
0077906	7/8/2021	4,517.50
Total		6,157.50

PROGRESS REPORT

City of St Helens 1st and Strand Streets Road and Utility Extensions
 Otak Project 019823.000, subconsultant agreement NTP effective 3-23-21
 Contract Begin (NTP) 3/23/31; Expires: 3/15/2023

DKS Inv #: 0078310

Period: 7/1/21 through 7/31/21

DKS Project #: 21058-000

DKS PM: Steve Boice



Task Number / Name	Budget	Invoiced This Period	Previously Billed	Billed to Date	Remaining Budget	Est. % Complete	Percent Billed
3.2 Alignment Alternatives (10%)	\$ 4,310.00	\$ -	\$ 4,280.00	\$ 4,280.00	\$ 30.00	100%	99%
4.1 Development of 40% Roll-map Plans	\$ 42,435.00	\$ 23,550.00	\$ 3,417.50	\$ 26,967.50	\$ 15,467.50	75%	64%
4.4 30% Cost Estimate/Constructability Review	\$ 1,610.00	\$ 260.00	\$ -	\$ 260.00	\$ 1,350.00	16%	16%
5.1 90% and Final PS&E	\$ 41,650.00	\$ -	\$ -	\$ -	\$ 41,650.00	0%	0%
Direct Expenses	\$ 1,746.00	\$ -	\$ -	\$ -	\$ 1,746.00	0%	0%
PROJECT TOTAL:	\$91,751.00	\$23,810.00	\$7,697.50	\$31,507.50	\$60,243.50	34%	34%

Authorized Budget: \$ 91,751.00

Authorized Amount Remaining: \$ 60,243.50

Amount This Invoice: \$ 23,810.00

Amount Previously Invoiced: \$ 7,697.50

Total Billed to Date: \$ 31,507.50

Activity This Period	
Task 4:	Conduct site visit, prepare 40% lighting, signing, and striping plans, perform photometric analysis, prepare draft lighting analysis memorandum, prepare draft traffic analysis memorandum, design team coordination, attend weekly meeting, prepare cost estimates

Mayer/Reed 319 SW Washington Street, Suite 820
Portland, Oregon 97204

INVOICE

OTAK
808 SW Third Avenue, Suite 300
Portland, OR 97204

INVOICE NUMBER: 12903
INVOICE DATE: 07/31/2021
PROJECT: SHS-21014 City of St. Helens - 1st and Strand Street
Professional services through 07/25/2021

	HOURS/ UNITS	RATE	BILLED
Task 3 Alignment Alternatives			
Project Manager	1.25	\$115.00	\$143.75
Task 4 Preliminary Design			
Landscape Architect	15.75	\$130.00	\$2,047.50
Principal	5.00	\$210.00	\$1,050.00
Landscape Designer	41.50	\$100.00	\$4,150.00
Project Manager	31.75	\$115.00	\$3,651.25
Subtotal:			\$10,898.75
TOTAL THIS INVOICE:			\$11,042.50

MAXIMUM FEE:	AMOUNT BILLED TO DATE:
\$94,675.00	\$31,106.25

INVOICE

Federal Tax ID# 91-1780825



GeoDesign, Inc., DBA NV5

Remittance Address Change:

GeoDesign, Inc., DBA NV5
PO Box 74008680
Chicago, IL 60674-8680

Remittance ACH Transfer Change:

ABA Routing Number 063100277
Account Number 898052466590

Email ACH/Wire remittance details to RemittanceNotifications@nv5.com

Remittance Wire Transfers Change:

ABA Routing Number 026009593
Account Number 898052466590
Swift Code INTL. BOFAUS3N

Project Manager: Colby Hunt

Otak, Inc.

808 SW Third Avenue, Suite 800
Portland, OR 97204

August 19, 2021

Project No: 124221-1000017.02

Invoice No: 227793

Due Date: September 18, 2021

Project 124221-1000017.02 StHelens-3-02 S. 1st and Strand Streets

Professional Services through July 31, 2021

Phase 01 Environmental Services

Professional Personnel

	Hours	Rate	Amount	
Engineering/Geological Staff II	23.50	121.00	2,843.50	
Principal	1.50	224.00	336.00	
Project Assistant	.25	90.00	22.50	
Project Manager II	2.25	164.00	369.00	
Support Staff	.50	77.00	38.50	
Senior CAD Technician	1.00	112.00	112.00	
Technical Editor	1.25	90.00	112.50	
Totals	30.25		3,834.00	
Total Labor				3,834.00

Consultants

Applied Professional Services, Inc.

7/30/2021 Applied Professional Services, Inc. Inv 122952 357.00

Total Consultants 357.00 357.00

Reimbursable Expenses

Field / Production Supplies 33.47

Total Reimbursables 33.47 33.47

Unit Billing

Company Vehicle Mileage	178.0 Miles @ 0.56	99.68	
Environmental Sample Kit	2.0 Each @ 24.00	48.00	
Global Positioning System (hand held)	1.0 Day @ 34.00	34.00	
Photoionization Detector (PID)	2.0 Days @ 130.00	260.00	
Total Units		441.68	441.68

Total this Phase \$4,666.15

Billing Limits

	Current	Prior	To-Date
Total Billings	4,666.15	3,525.75	8,191.90
Limit			62,222.00
Remaining			54,030.10

Total this Invoice \$4,666.15

Please Reference Our Invoice Number on your Payment

Project	124221-1000017.02	StHelens-3-02	Invoice	227793
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Questions? Call 503.968.8787 or email orwil-projectadministrators@nv5.com

City of St. Helens

Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 1st day of September, 2021 are the following Council minutes:

2021

- Work Session, Executive Session, and Special Session, Regular Session Minutes dated August 4, 2021
- Work Session and Regular Session Minutes dated August 18, 2021

After Approval of Council Minutes:

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



COUNCIL WORK SESSION

Wednesday, August 04, 2021

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

John Walsh, City Administrator
Matt Brown, Deputy City Administrator
Kathy Payne, City Recorder
Jacob Graichen, City Planner
Margaret Jeffries, Library Director

Jenny Dimsho, Associate Planner
Kolten Edwards, Police Officer
Bill Monahan, City Attorney
Tina Curry, Event Coordinator

OTHERS

Linda Zahl
Andrew Schlumpberger
Dave Dworschak

CALL WORK SESSION TO ORDER – 1:01 p.m.

CITY COUNCIL MANTRA – Read by Council President Morten

Mayor Scholl announced that there have been issues with Councilor Topaz coming into City Hall without checking in. He has already been warned once. First, Councilor Topaz went to the Deputy City Recorder demanding that Resolution No. 1872 be added to the agenda for discussion. She asked him if he has support from two other Councilors or the Mayor, and he responded, no but that it better be added to the agenda or there would be trouble. Topaz did not check in with City Administrator Walsh. Second, Mayor Scholl was notified by Brent Thompson from the Columbia County Sheriff's Office that Councilor Topaz was pulled over. Topaz handed the deputy his City Council card when he was approached. The City takes these issues very seriously and they need to take action at tonight's meeting.

Councilor Topaz clarified that he handed the deputy his card, and the City Council card was on the dash. Mayor Scholl pointed out that it is on video. The deputy reported it to his supervisor because he felt it was very inappropriate. That represents the Council as a whole. Topaz was warned and given a six-month probation. They are only three months into this, and he is threatening staff to get something on the agenda. There is a process for that.

This will be further discussed at tonight's meeting.

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

- ◆ Andrew Schlumpberger. He was here a couple months ago for his lot partition. The hybrid was approved. However, City Planner Graichen wrote down a full street improvement, which includes

a 24x30 turnout with the entire width of road in front. He is fine with that, if that is what the Council considered a hybrid option.

Council President Morten reported that he suggested Andrew come today for clarification about the hybrid option. Councilor Chilton asked if staff was clear about the hybrid option. Graichen responded that staff was clear. This was a controversial issue and there was a lot of time put into it. The draft final decision was reviewed by the applicant's legal counsel, reviewed by the Council in the final decision, and discussed in the minutes. He referred to the discussion about the hybrid option in the minutes. Mayor Scholl requested to review the video segment at tonight's meeting where the motion was made.

Andrew is just looking for clarification as they begin working with the Engineer. He does not want to extend the process.

DISCUSSION TOPICS - *The Council will take a break around 3:00 p.m.*

1. Closure of Marshall Street at Highway 30 - Jacob

Graichen reviewed his report. A copy is included in the archive packet for this meeting. The property owner is requesting the intersection of Marshall Street and Highway 30 be closed.

Dave Dworschak, owner of Don's Rental. He is representing three-fourths of the properties on Marshall Street. Don's Rental and Ace Hardware run fork-lifts across Marshall Street to access their storage units. People coming from Highway 30 onto Marshall Street driving at high speeds is creating a safety issue. He was fine with putting in a barricade that could be moved for fire access.

Council President Morten asked if Dave has considered a street vacation. Dave responded that he has not considered that. There is a parking lot that serves 2250, 2252, and 2254 Columbia Blvd., but is accessed by Marshall Street. He reviewed the history of the street and surrounding properties.

Councilor Topaz pointed out that some of those properties could sell and change use over the next 50 years. That needs to be considered when making a decision.

Council directed Graichen to work with ODOT to find out if the street can be closed.

2. Beekeeping Inside City Limits - Jacob

Graichen reviewed the request and model ordinance for beekeeping. A copy is included in the archive packet for this meeting. Beekeeping is prohibited in the Animal Control Code. When Linda Zahl was annexed into the city, she thought her bees would be grandfathered in. However, they were not, and a Code Enforcement complaint was made. Does Council want staff to create an ordinance to allow beekeeping?

Mayor Scholl talked about the location of the Zahl property and ensuring that the bees are not an immediate threat to a neighbor.

Councilor Topaz talked about green energy and green ground. He needs bees to keep going. Do they have to be eliminated? Graichen said it is not a prohibition of wild bees.

Linda Zahl approached the Council to talk about bees. The City Code addresses bees in general at this time. That could be interpreted to include mason bee houses, which are native bees, but would be illegal per Code. Honeybees are not native. They were brought here for agriculture purposes because most of the food Europeans are used to eating need to be pollinated by honeybees. Native plants can also be pollinated by honeybees. They pollenate the maple trees really well. The ordinance is specific to honeybees. The request is specific to backyard beekeeping. It is not thousands of bees in boxes. Africanized bees cannot survive this environment. Linda talked about the health advantages of bees.

Council President Morten suggested a committee be formed to make sure they address concerns. Graichen talked about the template Code provided by League of Oregon Cities (LOC). They would work with beekeepers.

Councilor Chilton would like to hear from Code Enforcement. She referred to a letter Council received suggesting a cap on the number of beehives. Linda pointed out that the letter was unsigned. She wants to work with people who are opposed due to fear. There is a resolution that says cities cannot prohibit backyard beekeeping, but they can create rules to govern it. Bees have a death rate of about 25%. Three hives are recommended.

Mayor Scholl directed Graichen and Linda to work together.

Councilor Topaz talked about commercial bees. Can there be an ordinance that fluctuates based on time of year? Graichen responded, conceivably. How many miles from a hive do bees travel? Linda responded that a forager could go between two to five miles.

Councilor Birkle pointed out that bees are paying attention to the plants and not bothering with people. Bees are welcome. Steps can be taken to be safe. Swarming is not a major issue. He would like to see staff proceed with working with Linda.

Council President Morten talked about mason bees. They have a purpose for agricultural. They do not sting. He suggested including that in the ordinance.

Mayor Scholl would like to allow Linda to continue. Councilor Chilton would like to hear from Code Enforcement first. Graichen said this will be more efficient to work on in-house. He will contact Code Enforcement and work with Linda.

Councilor Chilton asked how many bees are per hive. Linda said there are between 30,000-50,000 per hive. They only leave the hive during the last three weeks of their lives. She will help educate people on what plants to not to have to reduce bees in their yard.

3. Library Department Semi-Annual Report - *Library Director Margaret Jeffries*

Library Director Jeffries reviewed her PowerPoint Presentation. A copy is included in the archive packet for this meeting.

- Eight Library Board members
- Hours have been expanded
- Served as a cooling center
- Reviewed summer programs held outside
- Reviewed summer adult programs
- Ukulele Orchestra met on the porch
- New things for Library of Things
- Reviewed grants received
- Genealogy Conference – September 17-18, 2021
- Columbia County Reads 2021 – Hidden Figures
- Makerspace Open House – Saturday, October 9, 2021, 10 a.m. – noon

Council President Morten talked about a session he attended at the National League of Cities Conference. There was a mantra about healthy people in healthy cities, which resonated with him. A healthy city reaches out to all populations and the library does that.

Councilor Topaz talked about how much information Jeffries must read to stay up to date on changes. Jeffries is honored to do what they do at the library. She appreciates the Council's support.

4. Review Proposed Updates to Municipal Code Title 2 Administration & Personnel - Rachael/Matt

City Administrator Walsh reviewed the proposed changes. A copy is included in the archive packet for this meeting. It is updating everything to match current practices.

City Attorney Monahan reviewed St. Helens Municipal Code Section 2.32. There is not a Charter restriction for elected positions. The Council can choose to have electors select a position or have them on one list and the name(s) with the most votes is elected, which is the fairest.

Mayor Scholl said they talked about it at a previous meeting and Council was not interested in changing it.

Councilor Chilton asked if they have had a problem filling positions. Council President Morten said it has been a problem multiple times. Filers wait until the last minute to find out what positions are unopposed and then file for that seat.

Councilor Topaz asked if he is allowed to ask who is running. City Recorder Payne said it is public record.

Mayor Scholl pointed out that it would cause everyone to run a campaign if they all went onto the same list.

Councilor Topaz asked about write-ins. Monahan said if there were a significant number of write-ins the election's officer would tally that list. They Council has the authority to make its determination on local elections.

Mayor Scholl is in favor of voting for your top two candidates. That is how Scappoose does it.

Discussion ensued.

Brown clarified that this is not being approved tonight. It will be reviewed by legal counsel and then brought back at a later time.

Councilor Birkle wants to give people an opportunity to comment at a public forum. Mayor Scholl suggested that Communications Officer Crystal King share information on social media. Brown said this could be shared at a public informational meeting held prior to a regular meeting. Discussion of ways to share the proposed change with the public.

5. Review Community Grant Applications Received

Council reviewed the grant requests. A copy is included in the archive packet for this meeting. Community Support Funds is \$10,000 for the entire year.

Councilor Chilton asked if any of the requests can be covered with ARPA funds. Brown said yes, but they would have to take away from something else.

Discussion of processes other cities use to limit requests and funds. In the future, the application needs to include a dollar limit and nonprofit requirement. Council talked about selecting a certain number of applicants and donating \$500 to each of them.

City Recorder Payne talked about how community grants were given in the past. Brown added that many cities align the grants with their goals.

Discussion ensued about donating \$500 to the following nonprofit applicants:

- Amani Center
- Boy Scouts of America Unit 106
- Connect St. Helens
- Elks Veterans Bunker
- Kiwanis Club of St. Helens
- My Next Step

- South Columbia County Chamber of Commerce – Railway Station Centennial Celebration
- St. Helens Band Patrons
- St. Helens Saints Baseball

Council will vote on this at tonight's meeting.

3:11 p.m. Break

6. Strategic Action Plan Updates

Brown reported...

- Working on the scope for the St. Helens Industrial Park.

7. City Administrator Report

- The International City Managers Association (ICMA) Conference will be held in Portland this year.
- Riverwalk meeting tonight.
- Working with Columbia River PUD and County Commissioners to add electric vehicle stations in the downtown area.
- The E-Newsletter is going to change to bi-monthly publications. It has a new name, "The St. Helens Strand."
- Chief Greenway, Lieutenant Hogue, Brown, and he met with St. Helens Superintendent Stockwell about the Recreation Center and School Resource Officer expectations. COVID has added challenges to public safety. It's becoming harder to meet those needs.
- Working on strategies to improve tourism. Staff has been meeting weekly to talk about what they can do to meet the Council's expectations. They will bring information back to Council.
- Grocery Outlet grand opening is August 12 at 8 a.m. It would be nice to have Council in attendance.

ADJOURN – 3:27 p.m.

EXECUTIVE SESSION

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens

CITY COUNCIL

Executive Session Summary

August 4, 2021

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

Staff Present: John Walsh, City Administrator
 Matt Brown, Assistant City Administrator
 Kathy Payne, City Recorder
 Bill Monahan, City Attorney
 Peter Hicks, City Attorney

Others: None



At 3:30 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- **Real Property Transactions, under ORS 192.660(2)(e)**
 - Update on potential sale of City-owned lots on 10th and 12th Streets.
- **Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h)**
 - Update on potential litigation filed by City employee.

The Executive Session was adjourned at 4:10 p.m.



ATTEST:

 Kathy Payne, City Recorder

 Rick Scholl, Mayor



COUNCIL SPECIAL SESSION

Wednesday, August 04, 2021

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

John Walsh, City Administrator	Jacob Graichen, City Planner
Matt Brown, Deputy City Administrator	Kolten Edwards, Police Officer
Kathy Payne, City Recorder	Tina Curry, Event Coordinator
Jenny Dimsho, Associate Planner/Community Development Project Manager	

OTHERS

Carmin Dunn	Jennifer Pugsley	Jane Garcia	Howard Blumenthal
Toni Doggett	Stephanie Patterson	Don Patterson	Keith Locke
Jeff King	Dana Lathrope	Judy Thompson	Shannon Simms
Jeramie Shane	Art Leskovich	Jaime Smith	Brady Preheim
Tammy Maygra	Rodrigo Martin	Jay Grayson	J. Jacobson
Alan King	Jim Coleman	Debbie Carpenter	Richard Mason
Colleen Ohler	Antonia Doggett	Robin Lillebo	Shauna
Dan	Danny Fuhrer		

CALL SPECIAL SESSION TO ORDER – 6:00 p.m.

DISCUSSION TOPICS

1. Riverwalk Project Design Alternatives Presentation - *Mayer/Reed*

City Administrator Walsh introduced Jeramie Shane and Shannon Simms from Mayer/Reed. The purpose of tonight's meeting is to review the Technical Advisory Committee's (TAC) work. They are seeking Council's confirmation on the preferred design alternative.

Jeramie credited the TAC with the work done as well as crediting their other partners.

Shannon reviewed the presentation. A copy is included in the archive packet for this meeting. The top priorities based on the public forum and 471 online survey responses were:

- Pathway
- Viewpoints with seating overlooks
- Paddlecraft launch
- Wildlife habitat improvements
- Shoreline access
- Gathering spaces
- Outdoor dining
- Playscapes

- Fishing

Main Theme: The City of St. Helens is shaped by the connectivity, sustenance, and awe-inspiring beauty of the Columbia River.

Councilor President Morten suggested a glass elevator at a parking garage up on Tualatin Street. It would create a long-term framework plan.

Councilor Topaz suggests the following:

- Additional parking near the gazebo
- Easy access to the kayak launch
- Separation of outdoor dining and trails/play areas
- Adequate parking for apartments and businesses
- Consider wind that comes from the north

Mayor Scholl loves the design. He wishes they had more money to do it now.

Councilor Topaz asked if someone will survey underwater to see what is there from the mill. Jeramie responded that they are surveying the areas they will work on. They will do what they can with budgetary constraints.

Councilor Chilton is very happy with the changes made. She loves the rocky beach area.

Councilor Birkle really likes how everything has been incorporated in the design. There is a need for private investment to make this work.

Associate Planner/Community Development Project Manager Dimsho said that another meeting is planned for additional public engagement. Tonight, was a Council focused presentation. There will be opportunities for more engagement in the future.

ADJOURN – 6:53 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL REGULAR SESSION

Wednesday, August 04, 2021

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

John Walsh, City Administrator	Jacob Graichen, City Planner
Matt Brown, Deputy City Administrator	Kolten Edwards, Police Officer
Kathy Payne, City Recorder	Tina Curry, Event Coordinator
Jenny Dimsho, Associate Planner/Community Development Project Manager	

OTHERS

Carmin Dunn	Jennifer Pugsley	Jane Garcia	Howard Blumenthal
Toni Doggett	Stephanie Patterson	Don Patterson	Keith Locke
Jeff King	Dana Lathrope	Judy Thompson	Shannon Simms
Jeramie Shane	Art Leskowich	Jaime Smith	Brady Preheim
Tammy Maygra	Rodrigo Martin	Jay Grayson	J. Jacobson
Alan King	Jim Coleman	Debbie Carpenter	Richard Mason
Colleen Ohler	Antonia Doggett	Robin Lillebo	Shauna Stroup-Harrison
Dan	Danny Fuhrer		

CALL REGULAR SESSION TO ORDER – 7:01 p.m.

PLEDGE OF ALLEGIANCE

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

- ◆ Colleen Ohler. She was embarrassed by the way some people acted during the last meeting. She has been a St. Helens resident for 17 years. During that time, her and her husband have been part of the "STP: The Same Ten People," who volunteer for events all around town. Tina Curry does so much for events all year. No one wants to take on 4th of July because it took a team of 10 people to raise the funds for one-day. They would not have been able to finish it without help to pull funds from the St. Helens Community Foundation. It took Tina only two months to do what it took 10-12 of them to do in six months. Get involved. Go to Tina if you have questions. She will have answers. She has heard people say, "If you don't like Tina, you'll never like Tina." That's ridiculous. She used to be at odds with Tina, until they realized they both wanted the same thing for St. Helens. Now they're a great team. Councilor Topaz mentioned that he has not had people parking outside of his business over the last year. First, there were complaints about parking and Tina found a solution with parking on the Waterfront Property. Second, COVID. Last year, was not a reflection of dwindling. There was a worldwide pandemic. It is best to have one entity run all the events. Instead of making things better, people fight.

- ◆ Stephanie Patterson. She is the community liaison for Halloweentown. She submitted a letter into the record and read part of her comments. A copy is included in the archive packet for this meeting. Councilor Topaz did not see cars pass his business because they opened the Waterfront Property for parking. She disagreed with Topaz's previous statement about street closures circumventing the Council. Stephanie has been completing that form and submitting it to the City since 2017. Topaz also said that Tourism "did not play well with SHEDCO." The City faced copyright and trademark infringement from SHEDCO. The brand of Spirit of Halloweentown is now known across the country and is a City asset. Councilor Birkle mentioned that he wants to see facts and figures from benefitting businesses. Stephanie said they do not have a right to ask businesses for that information. They have to rely on conversations and observations. Stephanie talked about Councilor Chilton's comment about problems with tourism. Residents have been showing up in support of tourism and how changing it will affect their businesses. As far as a prop inventory, no one even asked Tina about it. Stephanie has seen it. There is a lot of community involvement and opportunities for nonprofits to be involved in events.
- ◆ Howard Blumenthal. He is here to address the Riverfront plans. Parking is going to be one of the major issues in the area. He likes the idea of a parking structure but is concerned about safety with bringing traffic on top of the hill. Right now, with Halloweentown, five weekends of the year bring traffic through a residential neighborhood. He talked about the dangerous intersection at the corner of S. 4th Street and St. Helens Street. He would like to see the City enforce the 25 MPH. He suggested putting a radar sign there, like what is near the library. He would also like the City to look at the trees that are hanging over Tualatin Street. He has to drive down the middle to avoid hitting them with his antennae.
- ◆ Jamie Smith. She sent an email and will read it into the record. She was embarrassed by the July 21 Council meeting. People will not come here to invest if they continue behaving that way. She does not know why the City continues to spend taxpayers' dollars discussing E2C, Halloweentown, Tina, and tourism. She has proven herself as an asset. It appears to be a personal vendetta from Councilors Topaz, Chilton, and Birkle. She has volunteered the last three years of Halloweentown and supported 13 Nights weekly. It is not a dying event. Each event gets bigger and better each year. People come from all over to visit. Last year was unprecedented, but they still pulled off Halloweentown. She volunteered every weekend to help at the gates while her daughter worked at a booth for her 4H fund. She was disgusted by the behavior of some of the community members and Council. Someone threatened to drive their vehicle through the area. A lot of it was fueled by social media. Councilor Chilton spent more time on social media feeding the fire of anger, rather than coming down to assist, even when asked to. Feedback was shared with Tina, and she made changes when she could. Councilor Topaz came walking through almost daily with a mask on and very unfriendly and angry. She was yelled at by Councilor Birkle because the alley did not go all the way through. After she told him to reach out to the City, he told her it was Tina's business and not the City's problem. She was shocked to find out that two of them were running for a seat on Council. They should have been part of the solution, instead of part of the problem. She and the others are volunteers who give up their time to help the community to thrive. She directed visitors to businesses and restaurants. Does the Council have someone in mind to do what Tina has done? What do they plan to do if a new business is selected, and they fail? Tina has built a volunteer base that supports her 100%. Finding volunteers in the community does not come easy. They need to put this topic to rest. Community members are tired of the nonsense. They need to step down if they don't have the passion to grow the community.

- ◆ Shauna Stroup-Harrison. She is here to talk about the increase of crime in the community and car theft in her neighborhood. A woman was assaulted just a few doors down from her. It is very discouraging that the problems are not mentioned in these meetings. She has been watching the meetings and is very disappointed to see the discontent among so many of the Council. They have such a great opportunity here and they are throwing it in the trash. The number one employer is mental health. They are becoming a dumping ground for sick people. She worries about the kids in the community. She has concerns about the property being sold and the potential for flooding. The development of the Riverfront is going to happen. She doesn't have any issues with Halloweentown. She is very grateful for the St. Helens Police responding to concerns; however, she would like to see regular patrols increased. She hopes the Council can find common ground and work together.
- ◆ Debbie Carpenter. The City really needs to focus on what's happening via the river. A little City is about to form. They send out scout boats and camp on City property. She would like to see law enforcement removing them. They will trash the beautiful Waterfront, and no one will want to come.

Mayor Scholl thanked Debbie for bringing this to his attention. He encouraged everyone to watch and report suspicious activity.

- ◆ Richard Mason. He is the Dockmaster at Yachts Landing Marina. The St. Helens Marina has a lease with the City and they are a contractor with the City. Part of their contract is that they are supposed to be responsible for both the docks at Sand Island and monitor the City docks. If there are any problems, they are to notify the City. Toni's been doing that for over a year. She maintains a detailed log and routinely calls non-emergency and advises them when a boat has exceeded their limit. He doesn't understand why that documentation isn't enough for the City to enforce the laws that are on the books right now. Did the Council even know that the log exists?

Mayor Scholl responded that they are working on it. There are certain laws that have to be followed when it comes to boating. Discussion ensued.

- ◆ Toni Doggett. She pointed out that the City has a 72-hour ordinance, that needs to be enforced. It is only going to get worse. She showed them her logbook listing all the repeat offenders for the year. She has Brad Hendrickson's support in saying the Council has no credibility with them anymore. Council told them that the City would police Sand Island and come over if help was needed. Now, the Council is saying they don't have a boat, they might fall in the river, they can't go over there, and they can't arrest people. What are they supposed to do? It's not going to be family friendly. They have already had fights over there. Is it fair for an unpaid camp host to get in the middle of a fight in the middle of night to round up people and take them over to the docks to be arrested? No. Who is liable for this? There were nine 911 calls that night. Somebody is going to get badly hurt. This is not the fault of the Police Department. They are there for whenever they are called. This is about the Council promising something that could not be delivered. The Police Department needs to be expanded. What is going on is ridiculous.
- ◆ Don Patterson. He is here tonight to read a letter on behalf of the St. Helens Kiwanis Club. They expressed their appreciation for the City's support of their activities. Over the past five years, the City and E2C have employed Club members in various roles, allowing them to continue to support worthy causes within the city. The City and E2C are instrumental in continued fundraising. They appreciate the opportunity Tina has provided during Halloweentown. They look forward to a continued relationship.

- ◆ Carmin Dunn. The Mayer/Reed presentation earlier was great. She is excited to see it coming together. Having community involvement in Phase I planning is really important. She appreciates the connectivity to Nob Hill Park and the stairway. Parking is going to be really important. She has heard people bring issues to the Council about the water and Sand Island for years. If the Council wants the Waterfront to draw people, the problems need to be figured out.
- ◆ Emma Patterson. She is a vendor for Halloweentown. As a vendor, year after year she has seen a 25% growth in revenue. No one on the Council has ever asked her how it's going down there. If they had, she would have told them that it is great, even in the middle of a global pandemic. Councilor Chilton stated at a previous meeting that Council needs to look at the contract, revamp it, wipe a clean slate, seek a new RFP, and the best candidate will win. If it's not broken, why is the Council trying to fix it? There are many things that are broken in this community, and they are trying to address something that seems to be working. Councilor Chilton also stated that Halloweentown would not be around in a couple years. What does "wiping a clean slate" mean to someone with this mindset and has not met with the event coordinator to address those concerns? Councilor Chilton and Birkle are new, and this is their first Halloweentown. It is incredibly unprofessional and not representative of the City and community members to try to make changes when you have not sat back and observed it yet.
- ◆ Brady Preheim. He is glad Council did not read their mantra. This is an embarrassment and every one of them has violated it. First, in response to Councilor Topaz stating that he was exonerated by the Ethics Commission means nothing. The Ethics Commission only investigates issues of Executive Session violations, which one is still open, and if there is money involved. You could shoot someone, and it still wouldn't be a violation. Topaz also stated that Halloweentown has fewer visitors because cars are not coming by his house. The events now include parking, which he should know. After complaints were received, Tina helped create parking. Any issue you bring to her, she fixes. Topaz stated that Tina did not play well with SHEDCO. They should know that Amanda Normine, the SHEDCO Vice Chair, tried to extort \$20,000 from the City, violated trademarks, hired talent, and copyright infringement. He does not expect that anyone will "play well" when they're being blackmailed. If Topaz is running a business out of his home, does he have a Business License? Brady submitted a public records request for a list of tourism documents associated with Councilors Chilton, Birkle, and Topaz. Surprisingly, there were very few documents. At first, Councilor Chilton had a list that she didn't remember having. After reminding her that destroying a public document could result in a year in jail and a \$6,000 fine, she suddenly remembered she had it. Supposedly, it was a long list, but only included: "contract for tourism needs to be revamped: wrong events listed, more structure added to financial check system, prop inventory system, structure added to attract sales, running of the store, and public relations; I'm seeking a revamp of our tourism program, starting with a new RFP." All of those issues were addressed. Councilor Chilton mentioned that there was something on her list about police. Which one of those concerns came from the police? She also mentioned that there were concerns from citizens and staff. Nothing on the list seemed to come from them. Brady is also concerned about an email from Matt Brown to Councilors Chilton and Birkle, which basically said that the City wants to have a management committee of himself, City Administrator Walsh, City Recorder Payne, Government Affairs Specialist Barry, and Public Works Director Zaher to address current tourism issues. That sounds like management and supervision, which makes E2C an employee. He would like to know what BOLI would do with that email. If she's an employee, they will owe her overtime, backpay, and PERS.

- ◆ Jim Coleman. He is a life-long resident of St. Helens, and this is his first time at a City Council meeting, which has been very interesting. He has watched past meetings on YouTube and has been amazed at what goes on. He spoke to Council President Morten about what he witnessed. He later saw Morten bring it up during a meeting, which in that same meeting there was a huge flare-up with Mayor Scholl and other Council members and screaming and hollering. What is going on? He came here today to talk about derelict vessels and Sand Island. He showed pictures of the old Boise docks along Frogmore Slough and the new land. There is a sunken sailboat that was drug there from Sand Island docks. It is one of the most polluted sites in the Columbia River. When he was young, that was the main effluent of Boise Cascade. That water steamed and bubbled in the middle of the summer. Picture two shows a barge with a bunch of garbage on it and a derelict commercial fishing boat, which is probably full of fuel. He would guess he's not paying rent and does not have insurance. Picture three looks upriver and you can see a tugboat and barge. They appear to be freely living on the City's land. Jim owns a commercial fishing boat, which is in Chinook Harbor in Chinook, WA. For him to pull into that harbor, he has to carry \$1 million liability insurance. He assumes this guy has nothing. Picture four is a sailboat, which is just offshore from the Waterfront property. There is a canoe and another boat on the beach. He is attached to the City's pilings and is freeloading. He wants to see something done. If it sinks, it's a pollution hazard. Jim went on to talk about Sand Island and the fiasco that is happening. Picture five is taken at Sand Island of a sign that says, "Sand Island is owned and operated by the City of St. Helens Parks Department." Who knows what's going on over there? There was three-hour fight involving couples and alcohol. Who is liable for that? The injured person could come back and sue the City because they didn't respond when they were getting beat up. Where is the written safety plan for the Island? He is a former safety director for a construction company, and you had to have written safety plans.

Council President Morten appreciates Jim bringing this to the Council.

Mayor Scholl stated that he is going to call Sheriff Pixley. The City pays a quarter of the cost for the County Marine Patrol. The City does not have a boat and our officers are not trained to go on the water. The City barge will not transport prisoners. Once they're in custody, they become a liability. They just found out about this at the last meeting. St. Helens is the only 24-hour police service in Columbia County. Discussion ensued.

- ◆ Tammy Maygra. She is wondering if they have had a chance to review the qualifications for the Parks and Recreation Manager. It says five years of experience or a B.A., or equivalent. What does equivalent mean?

Mayor Scholl responded that it would be an Associates with three years of experience. Tammy said the person hired for that position has none of that. The other 28 applicants had either both or one of them. She was told by the Council last week that they did not read all the applicants for the position. This makes her believe that they are trying to get rid of Tina and they will pull the same crap that they did with the Parks & Recreation Manager. They are not going to read any application. Back in the 1960's, there was a big event in the Plaza. It was a Bullfrog Concert. All of the older folks thought there would be trouble because there would be naked hippies. That was the last big event this town had drawing in thousands of people until Tina came in and developed Halloweentown and other events, which brings money into the community. What is wrong with Council? She is being attacked because she wants to change things. Councilor Birkle talked in depth about his trip to the Wastewater Treatment Plant. If he's that articulate, why can't he hold a conversation with Tina.

Councilor Birkle responded that he is meeting with Tina next week.

Tammy went on to say that all of this could have been avoided if they would just talk with each other and treat people with dignity and respect. What they are trying to do is a big disservice to this town. She

never used to come here, but now her grandkids attend events. She hopes they get off their high horse and realize what they are doing is not for the betterment of the community. If they are going to stay on their high horse, take action, not like when they hired their Parks & Recreation Manager who had zero qualifications. They need to take into consideration someone who has been doing this for years and is successful. She asked about what Brown wrote.

Brown responded that it was a committee of employees, City Council Insurance, and other organizations that provided input on the job description. Tammy told him that they need to follow their own job description rules. That second line needs to be corrected or removed. It cannot be both ways.

- ◆ Les Low. He has worked with Jim Coleman for years and agreed with him. Les is here to talk about the city docks. There are 10 boats there now. About eight of them have been there for an extended period of time, which he calls squatter boats. On Sunday, his friends came to visit with their boat from the Longview Yacht Club. One of the individuals who has two sailboats down here yelled at them incoherently for 10 minutes. It was very uncomfortable. They asked him if it was like this all the time now and he told them that unfortunately it is. What is wrong with ticketing these people? He knows they will likely throw the ticket in the river, but they have to keep ticketing and citing them for trespassing.

Mayor Scholl said he will talk to Chief Greenway about that. He has seen this continue and agrees it is not okay.

- ◆ Carmin Dunn, Parks Commission Chair. She does not know what is happening with the comment about Parks. However, over the past six months they have seen a lot of positive changes in the leadership of the Parks Department. There are a lot of improvements. She suggests looking back at the last year of Parks & Trails Commission meetings. Referring to the job description qualifications, you typically apply for a job where you don't meet all the qualifications, but then you prove why you would be a good fit for the position. She has been hired for jobs that she doesn't meet all the qualifications and that's okay because she ends up being the best candidate. She supports the City Parks staff. They are doing a great job.

Council President Morten reported that Carmin is the one who spearheaded the Moda Assist Challenge to fund the new all-abilities playground.

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

1. Agreement with Scappoose Bay Watershed Council for Collaborating on Maintenance & Improvements of Natural Areas on City-Owned Property
2. Agreement with Amy Lindgren for Judicial Services
3. Contract Payments

Motion: Motion made by Councilor Topaz and seconded by Council President Morten to approve '1' through '3' above.

Discussion. Councilor President Morten questioned the contract payment for Emery & Sons. Is there an Engineering Inspector on the job site that questions overages? There needs to be some accountability on overage when it happens. He is voting no until it gets resolved. Staff needs to report to the liaison any time there is an overage. Mayor Scholl reported that part of this was an oversight and not budgeted but had to be done. It's not a contractor trying to gouge us. There is oversight. Council President Morten wants to talk to the Public Works Director and City Engineer before he makes a decision. Discussion ensued.

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

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to approve '1' and '2' above. **Vote:** Yea: Councilor Birkle; Nay: Mayor Scholl, Council President Morten, Councilor Topaz, Councilor Chilton

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to approve '1' through '3' above, except for the payment to Emery & Sons. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Topaz, Councilor Birkle, Councilor Chilton

CONSENT AGENDA FOR ACCEPTANCE

4. Contract with GeoDesign, Inc. dba: NV5 for Geotechnical Services for Soil Stabilization at Campbell Park

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

CONSENT AGENDA FOR APPROVAL

5. Amended Library Circulation Policy
6. American Rescue Plan Act (ARPA) Funds Allocation
7. Council Minutes dated July 14 and 21, 2021
8. Accounts Payable Bill Lists

Motion: Motion made by Councilor Chilton and seconded by Council President Morten to approve '5' through '8' above.

Discussion. Councilor Topaz stated that there are no executive session minutes included in the packet. It was determined that they were included.

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

WORK SESSION ACTION ITEMS

Councilor Topaz

Mayor Scholl reported that Councilor Topaz came in and requested that Resolution No. 1872 be added to the agenda. He did not get approval from Walsh to come in. He was asked if he received approval from two Councilors or the Mayor and he did not. He said if it didn't get added, there would be trouble. The Council censored him from staff, and he should have gone to Walsh. He had no right to come in and threaten the Deputy City Recorder. Councilor Topaz argued that it was illegal. And then, Councilor Topaz got pulled over by the Columbia County Sheriff's Office. When he was approached, he presented the deputy with his City Councilor card. The deputy felt that it was so wrong, that he notified his supervisor Brent Thompson, who called him. He is representing the Council. If you get pulled over, all you need is your drivers license and insurance card. Topaz is not following the rules. Resolution No. 1872 is for the sale of a portion of the Boise property to the marijuana facility. Topaz has been fighting that ever since. Mayor Scholl is denouncing the behavior and conduct of Councilor Topaz as a City Councilor. He does not represent this Council as a whole.

Councilor Topaz said according to some of the rules if the Council wants to discuss something it's illegal to have a serial Council meeting by talking to one person at a time. If he talks to two people, that's a quorum. They'll decide what to vote and there will be no public involvement. That is against the rules, according to the Ethics Commission. Resolution No. 1872 says the Council gives Walsh and the Mayor the right to discuss and sign for the sale of the marijuana facility. An elected body cannot elect to not do their duty. There's a question on whether or that resolution is even good. Recently, the City was sued by Boise because of problems with the marijuana sale. He received the documents from the courts listing the problems. The judge was asked to delete "this thing" and she refused. The judge did say that the sale was null and void due to procedural errors. He wants to clean up Resolution No. 1872. He was told if there was a problem, he needed to go see City Recorder Payne. She was not there, so he went and

found Deputy City Recorder Scholl. He told her that they're going to have problems. There is a big problem with a legal suit because of a procedure that Walsh and the Mayor were designated to handle. Topaz addressed getting pulled over. As he drove by the railroad tracks to make a right-hand turn by the Kubota place, he crossed the yellow center line. The deputy asked for his driver's license. He asked for his name, and he handed him his card. It was his personal card. He took his city card out of his wallet and put it on the dash. He spoke with a county sheriff and found out he was cited for the wrong thing.

Councilor Birkle said there are two distinct issues. He has no reason to doubt the report from the law enforcement officer. It is related to the other issues they addressed with Councilor Topaz, in terms of representing the City. His main concern is not conforming to the expectations for interactions with City staff. When they made their decision, they were doing that with the well-fair and well-being of City staff first and foremost. Topaz made a decision to approach City staff in a manner that would cause City staff to not feel safe in the performance of their job. He's not sure what additional sanctions, prohibitions, or safeguards could be put in place. He needs to follow what is in place. His actions with the Deputy City Recorder were contrary to... Councilor Topaz argued that she was not threatened. The statement was made that "there would be big problems." Councilor Birkle talked about testimony from a resident tonight about Halloweentown. It is not as important how he perceived how he interacted, as it is the perception of the individuals, especially if you're in a position of power over them. Council needs to consider their position over City employees. Councilor Birkle believes that she felt uncomfortable in the situation that Council tried to prevent.

Councilor Chilton spoke to Councilor Topaz. He knows that he needs to go to Walsh. Councilor Topaz argued that he is also able to go City Recorder Payne. Councilor Chilton said he doesn't get to go to Deputy City Recorder Scholl when Payne is not available. Councilor Topaz argued that she is her assistant and was under the impression he had access to that office. Councilor Chilton continued to tell him that he is aware of what he needs to do. He does not get to jump through hoops. As far as getting pulled over, it is not her place to question a sworn officer. If she was pulled over, she would not hand them her business card. Regardless of what card it was, it was inappropriate.

Council President Morten thinks that Councilor Topaz frightened Deputy Recorder Scholl. She was afraid and reacted to it by reporting it. Maybe there is a disconnect in terms of how he comes across to people. Council voted to censure him because of staff being frightened. They had hoped that this would not happen, but it continues. He is disappointed. Deputy City Recorder Scholl could sue the City. The other issue about getting pulled over, cannot be addressed. Law enforcement was appalled by what he had done, otherwise they would not have reported. It's the same thing as what happened with Deputy City Recorder Scholl. His behavior reflects on the Council. He is ashamed. They have to do something better.

Councilor Topaz asked if the Sheriff's Deputy told him the other thing Topaz pointed out he had done wrong. Mayor Scholl does not want to continue hearing these half-truths. Loud discussion continued.

Schlumpberger Property

City Planner Graichen reviewed the video with the motion. The motion in the minutes matched the video. He also spoke with the City attorney. His recollection was similar to Graichen's. The turnout is wider than the skinny street standard. The skinny street standard is 20 feet, and the turnout standard is 24 feet. There will be a transition. Reviewing the video and the outreach of the report to legal representatives on all sides, he believes they got it right. There will be fine-tuning in the final construction plans. Attorney Monahan noted that if the Council interprets this in a way that could be construed as benefiting the applicant, they could be opening it up for a challenge. Usually, the land use decision gives the broad parameters and then when you get to the construction plan, there is fine tuning.

Council President Morten sees the hybrid as "the best of both worlds." It is up to staff to make that determination.

Councilor Birkle talked about how Andrew Schlumpberger asked if the hybrid meant extending the entire length of the street. Andrew approached the Council to clarify. He was told that he has to do 20 feet wide from his property line all the way to the 90-degree corner, which is not a hybrid. Councilor Birkle understood hybrid that at the 90-degree turn that it was at the full width, but not along the entire length of street. Andrew Schlumpberger pointed out that it's written that he has to widen the entire 20 feet and then 24x30 at the turn. He will need to take down three to five more trees.

Graichen explained that they need to consider the context of both the Planning Commission and City Council meetings. There were three items:

- Turnout alone
- Widening the entire stretch of the property to 20 feet
- A combination of the two, except for the portion of the turnout, out to 24 feet, for a length of approximately 30 feet

Their legal representation was in favor of imposing it to be approved. The hybrid option was more hardcore. There were motions for the lessor, which failed. The Council approved the one that encompassed the entire property.

No further action.

Beekeeping

Graichen reviewed the discussion from the work session. Code Enforcement Officer Moreno wants to see a permit required if beekeeping is allowed.

Motion: Motion made by Mayor Scholl and seconded by Councilor Topaz to direct staff to work with Linda Zahl and a committee to create a beekeeping ordinance. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Topaz, Councilor Birkle, Councilor Chilton

Grant Awards

Motion: Motion made by Councilor Birkle and seconded by Council President Morten to approve the award of \$500 grants to the nine organizations identified in the work session. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Topaz, Councilor Birkle, Councilor Chilton

Riverwalk TAC Committee Recommendation

Motion: Motion made by Mayor Scholl and seconded by Councilor Chilton to move forward with the hybrid.

Discussion. Clarification of the hybrid. It gives the consultant permission to move forward with Phase I and thirty percent of Phase II.

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

MAYOR SCHOLL REPORTS

- Attended the Oregon Mayor's Association (OMA) Conference
 - Legislative updates
 - Toured North Bend and Coos Bay urban renewal areas
 - Mayor's powers, duties, and obligations during times of disfunction
 - Self-care
- Small cities meeting in Rainier.
- Good presentation by Mayer Reed.
- Very frustrated with the boater problems. Boats cannot just be removed. Councilor Topaz asked if they could establish a St. Helens Harbor District to create their own rules.
- Frustrated with the Sand Island situation. They promised it would be policed and later found out that they cannot police it. He can see why they are made. He will contact Sheriff Pixley tomorrow to see what can be done.

- Council needs to be better at working together.

COUNCIL MEMBER REPORTS

Council President Morten reported...

- There was wonderful testimony from Parks & Trails Commission Chair Carmin Dunn tonight. She is leading them effectively and creatively. He talked about the Board members. They each have their own projects they oversee but work together collaboratively.

Councilor Topaz reported...

- Wants to look into setting up a St. Helens Harbor to establish and enforce our own rules.
- Investigating a ferry boat to cross the river.
 - Had conversations with the mayors of Ridgefield and Woodland and Port staff.
 - You cannot have a commercial boat in US waters unless it's a US built hull.
 - There is a high-speed ferry for carrying only people.
 - If you have a vehicle ferry, you automatically lose it to the government in case of a disaster.
 - Ridgefield and Woodland have an interest in having a ferry go there because it gives them an opportunity to encourage the Washington Department of Transportation to upgrade their interchanges.
 - If St. Helens has a ferry landing, does that give them an advantage to work on Highway 30?
 - Different operation business models to choose from.
 - Electric ferry is an option.
 - Need parking and a landing.
- The Library is doing fantastic things.

Councilor Chilton reported...

- Three captures assisted by the K-9 officer over the last two weeks.
- Chief Greenway met with the School District regarding the School Resource Officer (SRO). Police are short staffed, but they did agree with having police walkthroughs throughout the year.
- Met with Parks & Recreation Manager Shanna Duggan about Citizens Day. They have a good plan.
- She is excited for the ribbon-cutting ceremony on Saturday.
- She hears people's concerns about docks. That is a huge priority and will be addressed.

Councilor Birkle reported...

- He is going with Walsh to Rainier for the League of Oregon Cities (LOC) legislative session for small cities.
- Registered for the LOC Conference in October.
- Attended a Connect St. Helens gathering in McCormick Park yesterday.
- Had a great conversation with Duggan yesterday. He is very impressed with the work she's been doing. She has always proven that she's a hard worker and when she doesn't know something, she learns. It is clear that support is needed for programs.
- He had a very candid conversation with a city resident. He appreciates hearing the good and the bad. He will continue to focus on what he is doing and that it is appropriate.
- There was testimony tonight about an incident where the person said he yelled at her. He will reach out to her personally to offer an apology. He should have responded in a different way.

OTHER BUSINESS

ADJOURN – 9:31 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL WORK SESSION

Wednesday, August 18, 2021

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Doug Morten (arrived at 1:18 p.m.)
 Councilor Patrick Birkle
 Councilor Stephen R. Topaz
 Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
 Matt Brown, Deputy City Administrator
 Kathy Payne, City Recorder
 Brian Greenway, Police Chief
 Jose Castilleja, Police Sergeant

Evin Eustice, Police Sergeant
 Shanna Duggan, Parks & Recreation Manager
 Lisa Scholl, Deputy City Recorder
 Tim Ramis, City Attorney

OTHERS

Paul Vogel
 Susana Hensley
 Hailey Iverson
 Dana Lathrope
 Claire Catt

CALL WORK SESSION TO ORDER – 1:01 p.m.

CITY COUNCIL MANTRA – Read by Councilor Topaz

VISITOR COMMENTS - *Limited to five (5) minutes per speaker*
 No visitor comments.

DISCUSSION TOPICS - *The Council will take a break around 3:00 p.m.*

1. Employee Length of Service Recognition - **Sgt. Eustice (5 years)**

One employee has reached a milestone in their employment with the City of St. Helens.

5 Years

On August 2, 2016, the City Police Department hired Evin Eustice as a Patrol Officer. He was promoted to Sergeant on June 1, 2018, where he currently serves the citizens of our community.

Congratulations, Sgt. Eustice, and thank you for your service!

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

South Columbia County Chamber of Commerce Board Vice President Susana Hensley and Board Members Hailey Iverson and Dana Lathrope were in attendance to review their report. Copies were distributed to Council and are available in the archive packet for this meeting.

- Focusing on core values.
- Hiring a part-time Member Relationship Manager and a Grant Writer.
- Began meeting in-person.

- Coffee & Commerce meetings.
- Happy Hour meetings for networking.
- Planning the next Awards Banquet for 2022.
- 100-Year Building Celebration on September 18.
- Holding quarterly gift shops.
- Small Business Appreciation Week Celebration, September 14 & 15.
- Partnership opportunity – Columbia County Visitor Center
 - Requesting funding assistance for full-time Visitor Center Office Coordinator
 - Extending the proposal to City of Scappoose and Columbia County Economic Team (CCET)
 - Extends business hours
 - Provides tourism assistance
 - Promotes businesses in the city

1:18 p.m. Council President Morten arrived.

The Visitor Center is currently by appointment only. The Chamber covers it as much they can, but they are primarily operated by volunteers. Visitors associate it with a city service. If it's not funded, they will have to remove the Visitor Center sign to avoid further confusion.

Councilor Chilton asked about the Chamber's partnership with Mainstreet. Susana responded that Mainstreet is a member of the Chamber. Some of the Mainstreet members are Chamber ambassadors and help with events.

Council President Morten asked about their partnership with CCET. Dana explained that it's very similar to Mainstreet. They are a member of the Chamber. The Chamber works with CCET on events and assists with marketing. They all have the same goal to support the community and boost the economic vitality of South Columbia County. Council President Morten asked if they attend each other's Board meetings. Dana said no.

Mayor Scholl said that a lot of money was donated to help with the building upgrades three years ago. The following year the City provided funding to CCET and this year they are supporting Mainstreet. They have to spread the funding sources.

Councilor Birkle asked what challenges restrict increasing membership. Susana explained that the main challenge has been the pandemic. It's a new Board that started right at the beginning of the pandemic. The Chamber has grown with a lot of volunteer work. It also suffered with not having an Executive Director. They are trying to make the Chamber self-sustainable. It's important to have an active Board and Committees.

Mayor Scholl talked about the City's financial support of the 100-year celebration. Having a grant writer is crucial. Discussion of partnerships to help with funding. Columbia County should also be contacted for financial support.

3. Columbia County Economic Team Semi-Annual Report - *Paul Vogel, Executive Director*

Paul Vogel reviewed his report. A copy is included in the archive packet for this meeting.

- Rebranded
- New website www.columbiaeconomicteam.com
- Weekly newsletter
- Coordinating with local agencies and partners
- Reviewed projects
- Brought in \$93,000 in grants for tourism
- Reviewed tourism projects
- Reviewed Small Business Center

- Small Business Celebration Week, September 13-17
- Keep it Local update
 - New director is Sierra Trass

Council President Morten requested that future reports include a list of goals and their status, as well as a financial report for accountability and objectivity.

Councilor Topaz talked about the connectivity over the river and railroad being a problem, which is a block to major industry. He has spoken with people across the river about a ferry boat. He asked about advertising in journals. Oregon always seems to be absent from promotions. Paul said they are planning more targeted marketing but have to be very particular with limited funding.

Councilor Chilton requested the report be narrowed down to St. Helens and what benefits businesses in the city are provided.

Mayor Scholl would like to see a SWOT analysis done again with local agencies. Paul agreed and said they are looking at doing another session.

4. Public Safety Facility Utility Fee Discussion - *Matt*

Deputy City Administrator Brown reviewed his report. A copy is included in the archive packet for this meeting. Brown is requesting Council finalize a monthly utility fee amount tonight. The fee would take effect in January 2022.

- Reviewed timeline
- Reviewed results from community outreach
- Reviewed funding sources
- Reviewed legislature changes that will affect revenue
- Reviewed repayment plan

Discussion of a utility fee amount. Councilor Topaz talked about having language to never exceed \$8 in utility fees. Council President Morten is in favor a \$2 utility fee. He envisions the city growing and can reassess in 2033. Mayor Scholl is in favor of a \$3 utility fee. They will likely have a shortfall if it's any lower than that. Councilor Topaz asked them to consider the number of citizens struggling financially when setting the fee. Councilor Chilton asked what the status is of contributing to Community Action Team (CAT) to help with utility bill assistance. Brown responded that the City has contributed \$15,000 from late fees. He has been in contact with CAT, and they have not used all of those funds. They can give them more as users have a need. Councilor Birkle is in favor of a \$3 utility fee, with the ability to reduce the amount as growth occurs.

Council will vote on this at tonight's meeting.

5. Citizens Day Debrief - *Shanna/Lisa*

Parks & Recreation Manager Shanna Duggan and Deputy City Recorder Lisa Scholl gave a debrief from Citizens Day in the Park.

- It was a great event with a lot of community participation.
- Thankful for all of the sponsors.
- Served about 450 meals.
- This was the first year it was open for vendors/booths. They had 17 participate.
- Highway 30 Cruisers organized the car show.
- Public Works and Parks & Recreation were a huge help with setup, assistance, and cleanup.
- Proposed June 25, 2022, for next year's event. Council concurred.
- Proposed City departments display booths to provide information and meet staff.
- Display McCormick Park history at the event.

3:24 p.m. – Break

6. Strategic Action Plan Updates

Brown updated the Council on the main five Goals.

Goal Area One: Effective and Efficient Organization

- There were nine items to complete.
- They are on track to do all but one, which is the media training for Council and Commission. They would prefer that to be done in-person. It will be moved to the next Strategic Plan.

Goal Area Two: Community and Civic Engagement

- There were three items to complete.
- They completed all, except for the Strategic Communications Plan. That was put on hold due to COVID and Communications Officer King working remotely. It will be moved to the next Strategic Plan.

Goal Area Three: Livable and Safe community

- Most have been completed.
- Godfrey Park improvements are on hold until the Master Plan is updated. They will involve the community to find out what they would like to see.

Goal Area Four: Economic Development

- Most have been completed.
- The property on N. 10th & 11th Street bluff will be moved to the next Strategic Plan.
- Central Waterfront Development Plan
 - Moving forward on construction plans for the Industrial Business Park
 - Already have plans in place for the Waterfront Property
 - It will remain on the Strategic Plan as funding is still needed. Walsh added that they are continuing to seek funding.

Goal Area Five: Long-Term Planning

- A lot of master plans are being started or close to being complete
- Public safety plan is moving forward

7. City Administrator Report

- Staff is investigating ways to increase enforcement of City docks. Discussion ensued.
 - Kiosk
 - State Marine Board suggested adding a rule that all boats at the docks be licensed and registered. If they are not, they can be trespassed.
 - State Marine Board allows fees to be charged to stay at the docks.
 - The insurance company does not want our officers on the docks unless they have training.
- Discussing partnerships and training for enforcement of Sand Island.
- The Sandcastle event was remarkable this weekend. The builders love our sand.
- Hit Machine is playing at 13 Nights on the River on Thursday. Curtis Salgado is next Thursday.
- Working on changes with the tourism contract. There will be a report at the next meeting.
- Working with PGE for electrical access at the St. Helens Industrial Business Park.
- Mainstreet is working on bylaws and the coordinator job description.
- House Bill 2560 requires virtual public meeting options beginning in January 2022. Council can choose to switch to that sooner.
- Street and utilities project and Riverwalk project are moving forward. Discussion ensued about the Riverfront property.

ADJOURN – 4:07 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL REGULAR SESSION

Wednesday, August 18, 2021

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

John Walsh, City Administrator
 Matt Brown, Deputy City Administrator
 Kathy Payne, City Recorder
 Tina Curry, Event Coordinator

OTHERS

Jane Garcia
 Brady Preheim
 Stephanie Patterson
 Steve Toschi

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

PLEDGE OF ALLEGIANCE

CITY COUNCIL MANTRA – Read by Councilor Birkle

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

- ◆ Brady Preheim. The mantra is a joke because the Council violates it every week. Although, it's good to have aspirations. This Council is not normal. There are so many things they are doing wrong. It's not normal to have an hour of public comment each week with people mad at the Council. It is not acceptable for a councilor to walk out of a meeting. It is not normal for a mayor to threaten to remove a councilor. It is not normal for the mayor to attack a councilor for asking about a \$27,000 overage in a department that he supervises and knows nothing about. Hopefully, they will find out what happened to that money during tonight's report. It is not normal to have two councilors openly lie in a public meeting, on the record, and have no consequences. It is not normal for people to complain about tourism and not mention the good things that have happened, like the Sandcastle contest. He only saw the mayor there. Mayor Scholl added that Council President Morten was there as well. Brady was Chair at the Chamber when they had the tourism contract for the City. He was responsible for hiring, directing, and setting the goals for the Tourism Director and how the contract with the City was spent. He failed miserably, just like people before him. He had plans to change it but was outvoted and the contract was returned to the City. After a few sinking boats and a couple of mishaps, they finally got E2C. Since then, tourism has brought thousands of people here and continues to grow. Councilor Chilton said at the April meeting that Halloweentown will be gone in two years. It has grown every year, except

during COVID. It will continue to grow every year. What do those comments mean for potential development of the riverfront and hotel builders? Expect our town to die in two years? There is nothing in the community that brings people here like Halloweentown. They have always had softball, but it doesn't bring people here like Halloweentown. Those people have not saved the St. Helens businesses. He suggested she do some research before making a statement that will have a vast negative impact on downtown businesses. He is concerned about citizens who have Chilton as a caseworker since she is willing to lie. Councilor Topaz has also lied on public record. There should be consequences. Council should take action for the statement made that she has a list and then doesn't have a list. Topaz should have a business license. Brady will not purchase one next year if a councilor claims he has a business but doesn't have a license. They need to police themselves, not lie, and get a business license.

Mayor Scholl agreed that the Council can do better. They are committed to turning it around.

RESOLUTIONS

- 1. Resolution No. 1932:** A Resolution Determining that a Nuisance Exists Upon Property Located at 565 S. 9th Street within the City of St. Helens and Directing that Notice to Abate the Nuisance be Posted on Said Premises

Mayor Scholl read Resolution No. 1932 by title. **Motion:** Motion made by Council President Morten and seconded by Councilor Topaz to adopt Resolution No. 1932. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

2. Amendment No. 2 to IGA with Columbia City for Water Filtration Discharge
3. Second Amendment to License/Permit to Enter Premises with Port of Portland for Tide Gauge Station at City Docks
4. Contract Payments

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to approve '2' through '4' above.

Discussion.

Councilor Topaz pointed out the properties on the map that look like the County's. Is it referring to the City docks or maritime docks? Mayor Scholl confirmed that the docks are owned by the City. Councilor Topaz asked about the line drawn through County buildings and parking lot. Does the City have the right to speak for County property? The map needs to be corrected.

Council President Morten suggested the City Planner review the map if there is a problem.

Councilor Topaz said the location of the tide gauge on the map is the lighthouse.

Discussion ensued about the map. Council President Morten chose to keep his motion and the City Planner can come to the next meeting if the map needs to be fixed.

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

CONSENT AGENDA FOR ACCEPTANCE

5. Parks & Trails Commission Minutes dated July 12, 2021
6. Library Board Minutes dated July 12, 2021
7. Planning Commission Minutes dated July 13, 2021

Motion: Motion made by Councilor Topaz and seconded by Councilor Chilton to approve '5' through '7' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

CONSENT AGENDA FOR APPROVAL

8. Animal Facility Licenses
9. Accounts Payable Bill Lists

Motion: Motion made by Councilor Chilton and seconded by Council President Morten to approve '8' and '9' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

WORK SESSION ACTION ITEMS

Chamber Request for Funds Discussion

Mayor Scholl reported that the City made a significant donation to the Chamber about three years ago for building upgrades. He has not seen other cities or the County stepping up. Councilor Topaz added that a lot of volunteers and staff also helped with the work.

Mayor Scholl reminded them that the Chamber is requesting the City pay for a full-time Visitor Center Office Coordinator and property taxes. Discussion ensued about the City supporting other programs this year. The County needs to provide financial support as well as the Chamber pursuing a grant writer.

Discussion of the visitor center sign being removed if the City does not fund the position. Council President Morten suggested local service groups possibly being able to volunteer, such as Kiwanis, Lions, and Rotary. The Chamber needs volunteers to help.

Mayor Scholl talked about the Chamber Centennial Celebration on Saturday, September 18, 1 – 7 p.m. The theme is Roaring 20's.

Mayor Scholl requested staff write a letter that Council regrets being unable to help but they hope they utilize the funds donated three years ago and ask the County and City of Scappoose for financial assistance.

Contract Payment for Emery & Sons

Deputy City Administrator Brown reported that there was a contract payment request at that previous meeting, which was not approved, for Emery & Sons Construction Group for \$27,774.45.

Council President Morten spoke with Public Works Director Zaher about it. This was done during an overlap of him beginning at the City. There was confusion about what was done and what was paid. Morten spoke with City Engineer Nelson, who explained that there is a 5% overage fee for all contracts in case it does go over. This was not an overage, but just a payment due. He is okay with it after speaking with Zaher and Nelson. City Administrator Walsh explained that the City retains that 5% until the work is complete and this is a release of that retainage.

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to pay the contract, which has been studied and found acceptable.

Discussion. The name of the contractor was not mentioned.

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

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to pay Emery & Sons Construction Group as described by staff. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

Public Safety Facility Fund

Mayor Scholl reported that Council discussed this at length during the work session. The most fiscally responsible fee would be \$3 per month. When it was originally campaigned, they proposed the fee to be between \$6-11. They found all the funding sources possible to reduce the fee.

Councilor Topaz wants it to be clear that they can increase the amount if needed.

Council was in consensus to set the fee at \$3 and direct staff to bring back a resolution.

MAYOR SCHOLL REPORTS

- Camped at Sand Island Wednesday night through Saturday night. The Sandcastles were unbelievable. He encouraged everyone to ride the ferry over to the Island. He met people from Arizona who were visiting Washington and Oregon and heard about it, so came to see it.
- Citizens Day in the Park was a blast. It had a good flow, good atmosphere, and good music. The Decades will come back and perform again next year for free. Thanked Moda and all the vendors for being there. He really enjoyed it.

COUNCIL MEMBER REPORTS

Council President Morten reported...

- There has been a lot of public testimony about tourism and an RFP. No one who provided testimony was in favor of making changes. As President of the Council, he has to respond to it. He has also been asked about it on the street numerous times. He responds by saying it was a Council decision. He did not support it for so many reasons. He sees the potential of what tourism can do for the city. He hasn't seen that many glitches in tourism events. If they were had, they were rectified the following year. The tourism director follows through, is very committed, and upfront. He hears the word "recall" being used and it brings shivers up his back. He was a victim of a recall process during his first term, due to being outspoken during a Charter review process. It didn't go anywhere but it didn't feel good. It really shook things up. Going out for a tourism RFP is challenging the staff. They already have a lot of work to do. The Council has to have some time to be involved and figure out what they want. He respects the process. He would like to rescind the motion and have a discussion or amend the motion with an extension for a timely period, such as a year. It was too much of a bomb to digest at that time.

Motion: Motion made by Councilor Birkle to rescind the direction given in July to City staff to develop an RFP for tourism.

Motion died due to lack of second.

Council President Morten clarified that he is requesting Council's feedback.

Councilor Birkle recently met with Tina Curry and reviewed the April tourism meeting minutes. Council did give direction to review the contract. They had asked Walsh to return in May with something, but that didn't happen. There were a lot of other things going on that needed their attention. It was never his intent to end her contract and start fresh. He wanted a dialogue, but it never happened. He is perfectly content to go back to where they were in April to revise the contract based on changes with how things are being done now or need to be done.

Councilor Topaz said he mentioned Curry's contract in 2019 and was told it was automatically renewed but they could review it in July. That never happened. He requested an RFP be done in December and there was no backing. He has been contacted by a number of people in the community who would like to see other people be approached or have a chance at the position. To say they are too busy and couldn't do it, is not businesslike. They cannot keep making excuses. Could there be someone better than Curry? Yes. Could Curry be better than anyone else? Yes. They need to have the test. They are not

following what the Council had agreed to do. They also need a better description of the job, which requires an RFP. Councilor Birkle responded that the contract can be revised without doing an RFP.

Council President Morten requested Walsh talk about alternatives and directions they can go. Walsh explained that the Council wants to see deliverables, an audit, reports, events, and aligning the events budget with the fiscal year. Those are all possible and is what staff is working on. They are keeping the separation as a contractor and not an employee of the City. The risk in opening up an RFP or RFQ is that last time it cost them more money.

Councilor Topaz pointed out that an RFP lists the criteria that must be met.

Councilor Chilton asked why they would add job qualifications and duties to someone who is already in the position and expect them to do it. They should revamp the job, put the job back out there, and tell the person that is what is expected.

Mayor Scholl explained the history of the process. When he came on board, he found out they had been through five different people in 10 years. Some events have been successful and some not. It's helpful to ask people in the community about events that struggled or did not succeed in the past. One of the proposals, who doesn't live in the area, said they were going to run all of the events with volunteers. That does not work.

Councilor Chilton is not changing her thoughts. She will not be pushed around and strong-armed.

Council President Morten asked Walsh to bring back staff recommendations for how to proceed with the contract. Walsh responded that a staff workgroup is working to align the contractor's needs with the Council's needs. It's important to understand what events will take place and how they will support the contractor.

Discussion of the Luminight Festival. Money was spent on it, but they weren't able to hold the event due to Covid.

Motion: Motion made by Council President Morten to rescind the existing motion about getting an RFP on tourism and allow the City Administrator to come back with scenarios they can work through, so they all have a better understanding of what tourism is and how to best understand it as a Council.

Discussion.

Motion restated: Motion made by Council President Morten and seconded by Councilor Birkle to rescind the motion made in July to go out for a tourism RFP.

Discussion.

Councilor Birkle stated that he is making his decision based on the original direction Council decided on at the April meeting to revise the contract.

Mayor Scholl explained that there are many moving parts to tourism. E2C does a wonderful job. There is a small minority of people who are easily offended and have a bone to pick because they are offended. He does not answer to any group or individual. They heard positive comments from businesses. There are a certain few that are constantly negative. This is a city of 14,000 people who they have to deliver services to. Some people are just selfish and self-centered enough to get what they want. They have all seen those people out there and they are heard. Councilor Topaz said that it cuts both ways. Mayor Scholl agreed. He is not here to manipulate anyone. He thinks for himself and steps back to look at things as a whole. He asks for information when he is unsure. He is driven by the citizens.

Vote: Yea: Council President Morten, Councilor Birkle, Mayor Scholl; Nay: Councilor Topaz, Councilor Chilton; motion passes.

Councilor Chilton said she votes no because she does not respond to bullying and antagonizing to get your way. It is cowardly and she will not back down.

Mayor Scholl agreed that there were comments made about Councilor Chilton that he should have corrected during the meeting. He publicly made amends for that happening. Councilor Chilton appreciated that but said they cannot condone it any further. It happens at every meeting.

Mayor Scholl is committed to holding a respectful meeting, including Council and visitor comments.

Councilor Topaz reported...

- He was asked by a citizen if a company conducted a survey of the Boise White Paper property to make a recommendation to Council before it was purchased. If so, is that a public document?

City Recorder Payne said she will check.

Walsh requested more specific information about what he was seeking. Councilor Topaz responded that it would have details about the property with a recommendation of whether or not to purchase it. Walsh said there is an extensive environmental survey. Boise White Paper came with a 50-year indemnification that the parent company would back any cleanup efforts for industrial, park, etc. It is part of the purchase and sale document. Councilor Topaz will pass that on to the person asking him.

- Last week, he tried to bring up the fact that they had a resolution that Council gave Walsh the ability to buy or sell the marijuana plant. Looking at the Charter, it says the Council can't do that. They cannot vote to get rid of their duty. Walsh can negotiate but not sign. He passed out thumb drives to each Council member and said he would get one to Payne. It includes the suit that Boise has brought against the City. A number of the comments made by the judge are about procedure. The judge says the City has to do the procedure, and City Council is the City. If it was done by the staff it doesn't count. If staff did it wrong, it's still their problem.
- The Food Bank is on schedule for being constructed. He was told by people working there that the poorest area they see in Columbia County is St. Helens. They need jobs and training for jobs.

Mayor Scholl confirmed that the City is managing the Block Grant for the new Food Bank building.

Councilor Chilton reported...

- She is pleased to see the police station moving forward.
- She continues to work with the Police Chief to problem-solve for the docks and Sand Island.
- They represent 14,000 people in this community, not just the people sitting in this room or at Running Dogs. Go to Pacific Stainless and the other parts of the community where there are still working blue-collar families. They may not have time to come into meetings.

Council President Morten talks to people in the community and at events. Councilor Chilton said you will hear different things when you talk to different areas of the community. They should not answer to the bullying and attacking that comes into City Hall.

Councilor Birkle reported...

- He hopes to have the calm discussion about tourism that was intended in April. He is concerned by the attacks that were made during public comment. He has reached out to Curry following criticism. He also contacted people in the room to talk with them but has not heard back. He publicly apologized to an individual who spoke at a previous meeting. He met with her at Citizens Day in the Park, apologized, and had a great conversation. He appreciates Council President Morten contacting him. People may not agree with him, but he is not an unreasonable person. He is distressed that Councilor Chilton has been subjected to unacceptable comments and judgements about her character.
- He has also been subjected to a recall before. He is doing his job and will continue to serve in the position in which he was elected.

- He had a great time at Citizens Day in the Park.
- He attended the Grocery Outlet grand opening on Thursday. It was exciting to see that.
- Planning Commission met last week. There is potential development at Columbia Commons. He will be talking to them about topics to discuss during the joint meeting.
- Was glad to see the Sand Island sandcastle building went well. It's unfortunate that just because someone doesn't show up, it was seen as lack of interest or non-support. His daughter is moving to New York City this month and he was spending time with her. He makes no apologies for spending time with family.

Mayor Scholl talked about the sand there being unique. It has potential to really grow. Again, they are all here for the right reasons.

OTHER BUSINESS**ADJOURN – 8:36 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



St. Helens, OR

Expense Approval Register

Packet: APPKT00401 - AP 8.30.2021

Item #8.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
COLUMBIA RIVER PUD	INV0001904	08/26/2021	150 S 13TH ST- POLICE	100-705-52003	101.61
COLUMBIA RIVER PUD	INV0001904	08/26/2021	150 S 13 ST POLICE STATION	100-705-52003	324.58
COLUMBIA RIVER PUD	INV0001904	08/26/2021	375 S 18TH ST COLUMBIA CEN...	100-706-52003	792.73
COLUMBIA RIVER PUD	INV0001904	08/26/2021	299 N 6TH ST - PARKS	100-708-52003	25.25
COLUMBIA RIVER PUD	INV0001904	08/26/2021	162 MCMICHAEL ST - CAMPBE...	100-708-52003	83.37
COLUMBIA RIVER PUD	INV0001904	08/26/2021	475 S 18TH ST	100-708-52003	55.62
COLUMBIA RIVER PUD	INV0001904	08/26/2021	200 N 7TH ST - PARK	100-708-52003	25.48
COLUMBIA RIVER PUD	INV0001904	08/26/2021	50 PLAZA SQ- PLAZA OUTLETS	100-708-52003	32.12
COLUMBIA RIVER PUD	INV0001904	08/26/2021	264 STRAND ST- COL VIEW PA...	100-708-52003	23.43
COLUMBIA RIVER PUD	INV0001904	08/26/2021	475 S 18TH ST	100-708-52003	85.13
COLUMBIA RIVER PUD	INV0001904	08/26/2021	475 S 18TH ST - MCCORMICK ...	100-708-52003	553.86
COLUMBIA RIVER PUD	INV0001904	08/26/2021	120 WHITE WAY - WALNUT TR...	100-708-52003	25.25
COLUMBIA RIVER PUD	INV0001904	08/26/2021	265 STRAND ST. - SPLASH PAD...	100-708-52003	40.09
COLUMBIA RIVER PUD	INV0001904	08/26/2021	475 S 18TH ST- MCCORMICK E...	100-708-52003	30.40
COLUMBIA RIVER PUD	INV0001904	08/26/2021	200 N RIVER ST - GREY CLIFFS ...	100-708-52003	28.37
COLUMBIA RIVER PUD	INV0001904	08/26/2021	2625 GABLE RD REC CENTER	100-709-52003	202.09
COLUMBIA RIVER PUD	INV0001904	08/26/2021	277 STRAND ST- CITY HALL UB...	100-715-52003	76.86
COLUMBIA RIVER PUD	INV0001904	08/26/2021	275 STRAND ST- CITY HALL UB ...	100-715-52003	110.74
COLUMBIA RIVER PUD	INV0001904	08/26/2021	265 STRAND ST- CITY HALL MA...	100-715-52003	314.12
COLUMBIA RIVER PUD	INV0001904	08/26/2021	265 STRAND ST- CITY HALL UP	100-715-52003	95.67
COLUMBIA RIVER PUD	INV0001904	08/26/2021	277 STRAND ST -	100-715-52003	28.37
TYLER TECHNOLOGIES INC	025-344599	08/30/2021	EXECUTIME	100-707-52019	780.00
PAULY ROGERS AND CO PC	12999	08/30/2021	JUNE 30 2021 AUDIT	100-707-52019	12,720.00
JORDAN RAMIS PC ATTORNEYS..	179690	08/30/2021	EMPLOYMENT MATTERS LEGA...	100-701-52019	930.00
JORDAN RAMIS PC ATTORNEYS..	179837	08/30/2021	GENERAL LEGAL SERVICES	100-701-52019	100.00
JORDAN RAMIS PC ATTORNEYS..	179837	08/30/2021	GENERAL LEGAL SERVICES	100-703-52019	1,645.00
JORDAN RAMIS PC ATTORNEYS..	179837	08/30/2021	GENERAL LEGAL SERVICES	100-705-52019	425.00
JORDAN RAMIS PC ATTORNEYS..	179837	08/30/2021	GENERAL LEGAL SERVICES	100-707-52019	2,575.00
JORDAN RAMIS PC ATTORNEYS..	179837	08/30/2021	GENERAL LEGAL SERVICES	100-711-52019	350.00
JORDAN RAMIS PC ATTORNEYS..	179839	08/30/2021	MISSIONARY CHURCH	100-701-52019	150.00
PERMA-BOUND	1898859-00	08/30/2021	BOOKS	100-706-52033	165.80
COLUMBIA COUNTY COMM. J...	202116CSH	08/30/2021	WORK CREW	100-708-52001	375.00
CINTAS	4093019703	08/30/2021	FIRST AID CABINET REFILL POL...	100-705-52001	101.45
MIDWEST TAPE	500838082	08/30/2021	DVD / ABD 2000010011	100-706-52034	48.72
INGRAM LIBRARY SERVICES	54253661	08/30/2021	BOOKS 20C7921	100-706-52033	11.13
INGRAM LIBRARY SERVICES	54253662	08/30/2021	BOOKS 20C7921	100-706-52033	18.73
INGRAM LIBRARY SERVICES	54253663	08/30/2021	BOOKS 20C7921	100-706-52033	110.77
INGRAM LIBRARY SERVICES	54253664	08/30/2021	BOOKS 20C7921	100-706-52033	440.41
INGRAM LIBRARY SERVICES	54273164	08/30/2021	BOOKS 20C7921	100-706-52033	445.88
INGRAM LIBRARY SERVICES	54329618	08/30/2021	BOOKS 20C7921	100-706-52033	40.50
INGRAM LIBRARY SERVICES	54329619	08/30/2021	BOOKS 20C7921	100-706-52033	48.90
INGRAM LIBRARY SERVICES	54329620	08/30/2021	BOOKS 20C7921	100-706-52033	276.02
INGRAM LIBRARY SERVICES	54344211	08/30/2021	BOOKS 20C7921	100-706-52033	12.07
INGRAM LIBRARY SERVICES	54344212	08/30/2021	BOOKS 20C7921	100-706-52033	11.14
INGRAM LIBRARY SERVICES	54344213	08/30/2021	BOOKS 20C7921	100-706-52033	264.48
DAHLGREN'S DO IT BEST BUIL...	7.26.2021	08/30/2021	BUILDING SUPPLIES ACCT 100...	100-706-52023	19.77
DAHLGREN'S DO IT BEST BUIL...	7.26.2021	08/30/2021	BUILDING SUPPLIES ACCT 100...	100-708-52001	28.25
DAHLGREN'S DO IT BEST BUIL...	7.26.2021	08/30/2021	BUILDING SUPPLIES ACCT 100...	100-708-52001	91.90
DAHLGREN'S DO IT BEST BUIL...	7.26.2021	08/30/2021	BUILDING SUPPLIES ACCT 100...	100-708-52001	164.20
NATIONAL TESTING NETWORK	8872	08/30/2021	ANNUAL RENEWAL	100-702-52019	500.00
BRIDGETT HARKINS	INV0001955	08/30/2021	REFUND CAMP FEE	100-000-34031	250.00
LISA SCHOLL AP	INV0001957	08/30/2021	REFUND CAMP FEE	100-000-34031	75.00
K.L.S SURVEYING INC	INV0001958	08/30/2021	1/2 DOWN CHAINLINK FENCE	100-706-52023	600.00

Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA COUNTY SHEIFFS ...	JULY 21 SHPD	08/30/2021	FIRING RANGE USAGE	100-705-52001	500.00
LAND DEVELOPMENT SERVICES	MAY 2021	08/30/2021	INSPECTIONS FOR ST. HELENS ...	100-711-52015	1,143.75
Fund 100 - GENERAL FUND Total:					28,474.01
Fund: 202 - COMMUNITY DEVELOPMENT					
TRAVEL INFORMATION COUNC..	104724	08/30/2021	NATL DOWNTOWN HISTORIC ...	202-721-52019	173.00
JORDAN RAMIS PC ATTORNEYS..	179608	08/30/2021	GENERAL ENVIRONMENTAL	202-721-52019	1,741.00
E2C	4443	08/30/2021	MONTHLY MARKETING TINA ...	202-725-52019	10,000.00
OTAK INC	7210292	08/30/2021	1ST AND STRAND ST P 019823...	202-723-52019	30,955.50
COLUMBIA RIVER PUD	8.19.2021	08/30/2021	94111	202-725-52003	212.22
Fund 202 - COMMUNITY DEVELOPMENT Total:					43,081.72
Fund: 203 - COMMUNITY ENHANCEMENT					
BECKY HERING	INV0001951	08/30/2021	ART CLASS INSTRUCTOR AUG ...	203-709-52028	272.00
JOAN YOUNGBERG	INV0001952	08/30/2021	ART CLASS RUN SESSIONS 8/16..	203-709-52028	400.00
Fund 203 - COMMUNITY ENHANCEMENT Total:					672.00
Fund: 205 - STREETS					
COLUMBIA RIVER PUD	INV0001904	08/26/2021	265 STRAND ST	205-000-52003	3,747.56
COLUMBIA RIVER PUD	INV0001904	08/26/2021	1800 COLUMBIA BLVD - SIGNAL	205-000-52003	105.50
COLUMBIA RIVER PUD	INV0001904	08/26/2021	58651 COL HWY CAGEWAY ART	205-000-52003	60.74
COLUMBIA RIVER PUD	INV0001904	08/26/2021	2198 COLUMBIA BLVD - SIGNAL	205-000-52003	35.24
COLUMBIA RIVER PUD	INV0001904	08/26/2021	495 S 18TH ST - LIGHT SIGNAL	205-000-52003	39.77
COLUMBIA RIVER PUD	INV0001904	08/26/2021	1370 COLUMBIA BLVD.- FOUN...	205-000-52003	34.38
COLUMBIA RIVER PUD	INV0001904	08/26/2021	191 N MILTON WAY - SIGNAL	205-000-52003	32.66
COLUMBIA RIVER PUD	INV0001904	08/26/2021	715 S COLUMBIA RIVER HWY -...	205-000-52003	65.23
COLUMBIA RIVER PUD	INV0001904	08/26/2021	191 N MILTON WAY- LANDSC...	205-000-52003	25.40
SPECIALIZED PAVEMENT MARK..	15271-1	08/30/2021	ANNUAL STRIPING PROJECT	205-000-52019	21,506.79
Fund 205 - STREETS Total:					25,653.27
Fund: 601 - WATER					
COLUMBIA RIVER PUD	INV0001904	08/26/2021	57500 OLD PORTLAND RD - W...	601-731-52003	29.87
COLUMBIA RIVER PUD	INV0001904	08/26/2021	1680 1 ST -	601-731-52003	2,197.59
COLUMBIA RIVER PUD	INV0001904	08/26/2021	2300 STRAND ST - WELL 2	601-731-52003	56.69
COLUMBIA RIVER PUD	INV0001904	08/26/2021	62420 COLUMBIA RIVER HWY -..	601-731-52003	94.02
COLUMBIA RIVER PUD	INV0001904	08/26/2021	35261 PITTSBURG RD- PW WA...	601-731-52003	26.93
COLUMBIA RIVER PUD	INV0001904	08/26/2021	END OF KESTREL VIEW DRIVE	601-731-52003	60.74
COLUMBIA RIVER PUD	INV0001904	08/26/2021	1215 FOURTH ST - WFF	601-732-52003	4,651.85
JORDAN RAMIS PC ATTORNEYS..	179472	08/30/2021	WPI LITIGATION	601-731-52019	941.50
NORTHSTAR CHEMICAL	195681	08/30/2021	SODIUM HYPOCHLORITE 12.5%	601-732-52083	578.65
NORTHSTAR CHEMICAL	197576	08/30/2021	SODIUM HYDRO 25	601-732-52083	6,312.28
NORTHSTAR CHEMICAL	197995	08/30/2021	SODIUM HYPOCHLORITE 12.5%	601-732-52083	495.00
NORTHSTAR CHEMICAL	198197	08/30/2021	SODIUM HYPOCHLORITE 12.5%	601-732-52083	705.15
DAHLGREN'S DO IT BEST BUIL...	7.26.2021	08/30/2021	BUILDING SUPPLIES ACCT 100...	601-731-52001	16.89
DAHLGREN'S DO IT BEST BUIL...	7.26.2021	08/30/2021	BUILDING SUPPLIES ACCT 100...	601-731-52001	3.45
DEPARTMENT OF CONSUMER...	INV0001959	08/30/2021	PERMIT 111794	601-732-52001	44.80
Fund 601 - WATER Total:					16,215.41
Fund: 603 - SEWER					
COLUMBIA RIVER PUD	INV0001904	08/26/2021	240 CLARK ST PUMP STATION	603-735-52003	25.48
COLUMBIA RIVER PUD	INV0001904	08/26/2021	451 PLYMOTH ST - WWTP LA...	603-736-52003	1,215.17
COLUMBIA RIVER PUD	INV0001904	08/26/2021	451 PLYMOTH ST - WWTP LA...	603-737-52003	1,215.17
COLUMBIA RIVER PUD	INV0001904	08/26/2021	134 N 1ST- PS 2	603-738-52003	58.28
COLUMBIA RIVER PUD	INV0001904	08/26/2021	240 MADRONA CT	603-738-52003	95.83
COLUMBIA RIVER PUD	INV0001904	08/26/2021	169 S 4TH ST WATER FLOW M...	603-738-52003	64.24
COLUMBIA RIVER PUD	INV0001904	08/26/2021	58360 OLD PORTLAND RD - PS...	603-738-52003	108.56
COLUMBIA RIVER PUD	INV0001904	08/26/2021	318 S 1ST ST- PS #1	603-738-52003	68.03
COLUMBIA RIVER PUD	INV0001904	08/26/2021	110 S 4TH ST - PS 3	603-738-52003	28.37
COLUMBIA RIVER PUD	INV0001904	08/26/2021	58791 58725 COL RIV HWY P...	603-738-52003	31.49
COLUMBIA RIVER PUD	INV0001904	08/26/2021	35120 MAPLE ST. - PS 11	603-738-52003	56.85
ACE HARDWARE - ST. HELENS	7.31.2021 60180	08/30/2021	MATERIALS ACE ACCT 60180	603-735-52001	23.98
ACE HARDWARE - ST. HELENS	7.31.2021 60180	08/30/2021	MATERIALS ACE ACCT 60180	603-735-52001	43.93

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE HARDWARE - ST. HELENS	7.31.2021 60180	08/30/2021	MATERIALS ACE ACCT 60180	603-735-52001	4.99
Fund 603 - SEWER Total:					3,040.37

Fund: 702 - INFORMATION SYSTEMS

MORE POWER TECHNOLOGY ...	12373	08/30/2021	MICROSOFT 365 BUS STANDA...	702-000-52006	3,128.00
U.S BANK EQUIPMENT FINANCE	450582341	08/30/2021	CONTRACT PAYMENT EQUIPM...	702-000-52006	150.00
TIAA COMMERCIAL FINANCE I...	8375737	08/30/2021	CONTRACT PAYMENT 414520...	702-000-52006	150.00
SOLUTIONS YES	INV285225	08/30/2021	CONTRACT C10184-01 CITY HA...	702-000-52006	210.94
Fund 702 - INFORMATION SYSTEMS Total:					3,638.94

Fund: 703 - PW OPERATIONS

COLUMBIA RIVER PUD	INV0001904	08/26/2021	650 OREGON ST - LEMONT PU...	703-734-52003	348.86
COLUMBIA RIVER PUD	INV0001904	08/26/2021	1230 DEER ISLAND RD - PW	703-734-52003	46.52
COLUMBIA RIVER PUD	INV0001904	08/26/2021	984 OREGON ST - PW SHOP	703-734-52003	26.73
COLUMBIA RIVER PUD	INV0001904	08/26/2021	984 OREGON ST	703-734-52003	123.31
COLUMBIA RIVER PUD	INV0001904	08/26/2021	264 STRAND ST- COL VIEW PA...	703-734-52046	23.44
COLUMBIA RIVER PUD	INV0001904	08/26/2021	265 STRAND ST. - DOCKS	703-734-52046	146.12
COLUMBIA RIVER PUD	INV0001904	08/26/2021	264 STRAND ST- PARKS/ GAZE...	703-734-52046	34.07
JORDAN RAMIS PC ATTORNEYS..	179838	08/30/2021	PUBLIC WORKS ENGINEERING	703-733-52019	4,270.00
SCAPPOOSE CHIROPRACTIC PC	INV0001954	08/30/2021	DOT PHYSICAL -TIM ILLIAS	703-734-52019	125.00
Fund 703 - PW OPERATIONS Total:					5,144.05

Fund: 704 - FACILITY MAJOR MAINTNANCE

AMERICAN EXTERMINATION P...	159283	08/30/2021	SENIOR CENTER PEST CONTROL	704-000-53025	128.00
GEODESIGN INC	225267	08/30/2021	CAMPBELL PARK 124121-1000...	704-000-53027	1,449.50
DAHLGREN'S DO IT BEST BUIL...	7.26.2021	08/30/2021	BUILDING SUPPLIES ACCT 100...	704-000-53017	1,589.52
DAHLGREN'S DO IT BEST BUIL...	7.26.2021	08/30/2021	BUILDING SUPPLIES ACCT 100...	704-000-53025	159.98
ACE HARDWARE - ST. HELENS	7.31.2021 60180	08/30/2021	MATERIALS ACE ACCT 60180	704-000-53017	46.92
ACE HARDWARE - ST. HELENS	7.31.2021 60180	08/30/2021	MATERIALS ACE ACCT 60180	704-000-53017	2.97
BUREAU OF LABOR AND INDS...	INV0001953	08/30/2021	FEE CAMPBELL PARK SPORT M...	704-000-53027	321.02
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					3,697.91

Grand Total: 129,617.68

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	28,474.01
202 - COMMUNITY DEVELOPMENT	43,081.72
203 - COMMUNITY ENHANCEMENT	672.00
205 - STREETS	25,653.27
601 - WATER	16,215.41
603 - SEWER	3,040.37
702 - INFORMATION SYSTEMS	3,638.94
703 - PW OPERATIONS	5,144.05
704 - FACILITY MAJOR MAINTNANCE	3,697.91
Grand Total:	129,617.68

Account Summary

Account Number	Account Name	Expense Amount
100-000-34031	Recreation Revenue	325.00
100-701-52019	Professional Services	1,180.00
100-702-52019	Professional Services	500.00
100-703-52019	Professional Services	1,645.00
100-705-52001	Operating Supplies	601.45
100-705-52003	Utilities	426.19
100-705-52019	Professional Services	425.00
100-706-52003	Utilities	792.73
100-706-52023	Facility Maintenance	619.77
100-706-52033	Printed Materials	1,845.83
100-706-52034	Visual Materials	48.72
100-707-52019	Professional Services	16,075.00
100-708-52001	Operating Supplies	659.35
100-708-52003	Utilities	1,008.37
100-709-52003	Utilities	202.09
100-711-52015	Intergovernmental Servic...	1,143.75
100-711-52019	Professional Services	350.00
100-715-52003	Utilities	625.76
202-721-52019	Professional Services	1,914.00
202-723-52019	Professional Services	30,955.50
202-725-52003	Utilities	212.22
202-725-52019	Professional Services	10,000.00
203-709-52028	Projects & Programs	672.00
205-000-52003	Utilities	4,146.48
205-000-52019	Professional Services	21,506.79
601-731-52001	Operating Supplies	20.34
601-731-52003	Utilities	2,465.84
601-731-52019	Professional Services	941.50
601-732-52001	Operating Supplies	44.80
601-732-52003	Utilities	4,651.85
601-732-52083	Chemicals	8,091.08
603-735-52001	Operating Supplies	72.90
603-735-52003	Utilities	25.48
603-736-52003	Utilities	1,215.17
603-737-52003	Utilities	1,215.17
603-738-52003	Utilities	511.65
702-000-52006	Computer Maintenance	3,638.94
703-733-52019	Professional Services	4,270.00
703-734-52003	Utilities	545.42
703-734-52019	Professional Services	125.00
703-734-52046	Dock Services	203.63
704-000-53017	Capital Outlay - Rec Center	1,639.41
704-000-53025	Capital Outlay - Sr Center	287.98
704-000-53027	Capital Outlay - Campbell ...	1,770.52
Grand Total:		129,617.68

Project Account Summary

Project Account Key

None

Expense Amount

129,617.68

Grand Total:

129,617.68



St. Helens, OR

Expense Approval Register

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Item #8.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
CBM SYSTEMS LLC	220815	08/31/2021	JANITORIAL SERVICES	100-705-52023	1,019.95
CBM SYSTEMS LLC	220815	08/31/2021	JANITORIAL SERVICES	100-706-52023	2,661.51
CBM SYSTEMS LLC	220815	08/31/2021	JANITORIAL SERVICES	100-708-52023	127.85
CBM SYSTEMS LLC	220815	08/31/2021	JANITORIAL SERVICES	100-709-52023	152.76
CBM SYSTEMS LLC	220815	08/31/2021	JANITORIAL SERVICES	100-715-52023	1,269.80
DALE L CLARK	INV0001960	08/31/2021	REFUND LAND USE PERMIT WI...	100-000-35015	114.00
LEAGUE OF OREGON CITIES	9644	09/01/2021	JOB POSTING	100-702-52011	20.00
PASSPORT TO LANGUAGES INC	1186002	09/02/2021	INTERPRETER SERVICES	100-704-52019	6.25
A + ENGRAVING LLC	1232	09/02/2021	PLATES ENGRAVED	100-702-52028	45.00
A + ENGRAVING LLC	1232	09/02/2021	PLATES ENGRAVED	100-715-52001	12.00
ORKIN	214478970	09/02/2021	1810 OLD PORTLAND RD PEST ...	100-709-52023	152.00
ORKIN	215299714	09/02/2021	1810 OLD PORTLAND RD PEST ...	100-709-52023	152.00
BEMIS	9749	09/02/2021	TRODAT PRINTY	100-702-52018	34.90
BECKY IZBICKI	INV0001964	09/02/2021	REFUND CAMP FEE	100-000-34031	150.00
KAROLINE STANTON	INV0001965	09/02/2021	REFUND CAMP FEE	100-000-34031	100.00
ELIZABETH SOLARES-SOLIS	INV0001966	09/02/2021	REFUND CAMP FEE	100-000-34031	75.00
STACI CORREA	INV0001967	09/02/2021	REC CENTER REFUND	100-000-34031	55.00
TYLER TECHNOLOGIES INC	025-346917	09/03/2021	EXECUTIME	100-707-52019	422.50
TYLER TECHNOLOGIES INC	130-121789	09/03/2021	INTERFACE RMS	100-704-52019	9,762.00
WILBUR-ELLIS COMPANY LLC	14561886	09/03/2021	IMITATION AQUATIC	100-708-52001	1,226.03
CHAVES CONSULTING INC	192434	09/03/2021	MONTHLY USER FEE PER USER...	100-702-52019	185.10
COLUMBIA COUNTY COMM. J...	20217CSH	09/03/2021	WORK CREW	100-708-52001	750.00
NORTHWEST DELI DISTRIBUTI...	432195	09/03/2021	LIN, GLOVES SOAP CLEANER	100-708-52001	1,138.58
AMY LINDGREN LAW LLC	493	09/03/2021	JUDICIAL SERVICES AUG	100-704-52019	5,000.00
MIDWEST TAPE	500871656	09/03/2021	DVD / ABD 2000010011	100-706-52034	45.73
MIDWEST TAPE	500871656	09/03/2021	DVD / ABD 2000010011	100-706-52035	14.99
COMMUNICATIONS NORTHW...	71597	09/03/2021	MATERIALS	100-705-52001	1,324.21
WEX BANK	73539724	09/03/2021	FUEL PURCHASES	100-705-52022	4,947.04
WEX BANK	73539724	09/03/2021	BUILDING FUEL PURCHASES 2...	100-711-52022	98.48
WEX BANK	73539724	09/03/2021	CITY HALL FUEL PURCHASES 2...	100-715-52022	27.67
CINTAS	8405289359	09/03/2021	PARKS FIRST AID CABINET SER...	100-708-52001	50.68
CINTAS	8405289360	09/03/2021	CITY HALL FIRST AID CABINET ...	100-715-52001	74.72
ERSKINE LAW PRECTICE LLC	9.1.2021	09/03/2021	8/17-8/30/21	100-704-52019	3,019.48
ELIZABETH A FOURNIER	9.3.2021	09/03/2021	CONTRACT PAYMENT FOR DA...	100-709-52019	3,440.00
NET ASSETS	95-202108	09/03/2021	ESCROW TITLE SERVICES	100-707-52019	831.00
YOUR NEWS INC	97433	09/03/2021	MEDIA TV RADIO ONLINE	100-701-52040	240.00
BEMIS	9761	09/03/2021	ENVELOPES	100-715-52001	25.90
VERIZON	9886722836	09/03/2021	CRYSTAL KING	100-701-52010	40.09
VERIZON	9886722836	09/03/2021	CRYSTAL KING	100-701-52010	46.20
VERIZON	9886722836	09/03/2021	MAYOR SCHOLL IPAD	100-703-52001	40.01
VERIZON	9886722836	09/03/2021	PD JETPACK1	100-705-52010	40.01
VERIZON	9886722836	09/03/2021	PD JETPACK2	100-705-52010	40.01
VERIZON	9886722836	09/03/2021	TORY SHELBY	100-708-52010	18.48
VERIZON	9886722836	09/03/2021	CAMERON PAGE	100-708-52010	18.42
VERIZON	9886722836	09/03/2021	THAD HOUK	100-708-52010	213.29
VERIZON	9886722836	09/03/2021	RECREATION CENTER	100-709-52010	50.06
VERIZON	9886722836	09/03/2021	BUILDING DEPT IPAD	100-711-52010	40.01
VERIZON	9886722836	09/03/2021	DARIN COX - BUILDING DEPT I...	100-711-52010	60.06
VERIZON	9886722836	09/03/2021	JOHN HICKS	100-711-52010	45.06
VERIZON	9886722836	09/03/2021	MIKE DEROIA	100-711-52010	73.46
ATT PHYSICAL THERAPY	INV0001970	09/03/2021	OVER PAYMENT 2021 BUS LIC	100-000-35002	85.00
BRADY PREHEIM	INV0001971	09/03/2021	REFUND PUBLIC RECORDS RE...	100-000-37004	20.00
CAROL GREEN -AP	INV0001973	09/03/2021	REIMB COVID TEST	100-707-52001	23.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MATTHEW SMITH AP	INV0001974	09/03/2021	REIMB TRAVEL / ACCOM TRAI...	100-705-52018	1,695.49
Fund 100 - GENERAL FUND Total:					41,321.77
Fund: 202 - COMMUNITY DEVELOPMENT					
MASON BRUCE & GIRARD INC	29451	08/31/2021	FOREST MANAGEMENT 01031...	202-724-52019	2,092.00
E2C	4444	09/01/2021	E2C EQUIP STAFF PROD SIGN...	202-725-52028	24,146.63
CITY OF ST. HELENS	INV0001972	09/03/2021	01-00178-001 MASONIC BUILD..	202-725-52003	42.83
Fund 202 - COMMUNITY DEVELOPMENT Total:					26,281.46
Fund: 203 - COMMUNITY ENHANCEMENT					
ERIN BIRD- AP	INV0001963	09/02/2021	COSTCO SNACK REIMB.	203-709-52028	23.17
TYLER TECHNOLOGIES INC	130-121789	09/03/2021	INTERFACE RMS	203-705-52028	10,000.00
Fund 203 - COMMUNITY ENHANCEMENT Total:					10,023.17
Fund: 205 - STREETS					
TURNERY EXCAVATING INC	1697	09/03/2021	ADA RAMP PROJECT AC TREN...	205-000-53001	4,178.45
DAVID EVANS AND ASSOCIATE...	493214	09/03/2021	COLUMBIA BLVD. SIDEWALK R...	205-000-53001	252.65
CITY OF ST. HELENS	9.1.2021	09/03/2021	PLUMBING PERMITS 542, 543,...	205-000-53001	496.86
Fund 205 - STREETS Total:					4,927.96
Fund: 301 - STREETS SDC					
DAVID EVANS AND ASSOCIATE...	493214	09/03/2021	COLUMBIA BLVD. SIDEWALK R...	301-000-53001	252.66
Fund 301 - STREETS SDC Total:					252.66
Fund: 305 - PARKS SDC					
EAGLE STAR ROCK PRODUCTS ...	39767	09/01/2021	ROCK MCCORMICK PARK	305-000-53001	256.73
Fund 305 - PARKS SDC Total:					256.73
Fund: 601 - WATER					
NORTHSTAR CHEMICAL	204671	09/03/2021	SODIUM HYDROXIDE 25%	601-732-52083	6,225.82
EAGLE STAR ROCK PRODUCTS ...	40057	09/03/2021	ROCK N VERNONIA	601-731-52001	142.17
CITY OF COLUMBIA CITY	8.26.2021	09/03/2021	001754-001	601-732-52003	84.93
VERIZON	9886722836	09/03/2021	JOHN SAVAGE	601-732-52010	47.01
VERIZON	9886722836	09/03/2021	GUY DAVIS	601-732-52010	50.06
CORE & MAIN	P434907	09/03/2021	ANG DUAL CK	601-731-52001	3,584.40
Fund 601 - WATER Total:					10,134.39
Fund: 603 - SEWER					
CBM SYSTEMS LLC	220815	08/31/2021	JANITORIAL SERVICES	603-736-52023	233.22
ALLSTREAM	17674466	09/02/2021	ALLSTREAM PHONE ACCT 754...	603-736-52010	25.60
ALLSTREAM	17674466	09/02/2021	ALLSTREAM PHONE ACCT 754...	603-737-52010	25.60
HASA	772458	09/03/2021	MULTI CHLOR	603-736-52083	5,821.76
VERIZON	9886722836	09/03/2021	SAM ORTIZ	603-736-52010	16.68
VERIZON	9886722836	09/03/2021	STEWART HARTLEY	603-736-52010	12.06
VERIZON	9886722836	09/03/2021	AARON KUNDERS	603-736-52010	12.06
VERIZON	9886722836	09/03/2021	AARON KUNDERS	603-737-52010	12.06
VERIZON	9886722836	09/03/2021	SAM ORTIZ	603-737-52010	16.70
VERIZON	9886722836	09/03/2021	STEWART HARTLEY	603-737-52010	12.07
VERIZON	9886722836	09/03/2021	SAM ORTIZ	603-738-52010	16.68
VERIZON	9886722836	09/03/2021	STEWART HARTLEY	603-738-52010	12.07
VERIZON	9886722836	09/03/2021	AARON KUNDERS	603-738-52010	12.08
OREGON DEQ BUSINESS OFFICE	WQ22STM-0542	09/03/2021	FEE OAR 34000450070 0075	603-737-52066	1,346.00
Fund 603 - SEWER Total:					7,574.64
Fund: 702 - INFORMATION SYSTEMS					
U.S BANK EQUIPMENT FINANCE	451119432	09/01/2021	CONTRACT PAYMENT EQUIPM...	702-000-52006	99.00
CENTURY LINK	INV0001961	09/01/2021	369B	702-000-52010	39.77
CENTURY LINK	INV0001961	09/01/2021	025B	702-000-52010	39.77
ALLSTREAM	17674466	09/02/2021	ALLSTREAM PHONE ACCT 754...	702-000-52010	51.19
COMCAST	8.21.2021	09/02/2021	COMCAST CABLE 8778108990...	702-000-52003	1,833.53
CENTURY LINK	8.25.2021	09/02/2021	966B	702-000-52010	338.14
MORE POWER TECHNOLOGY ...	12441	09/03/2021	1 YEAR XPRESS SSL CERT	702-000-52006	130.00
SOLUTIONS YES	INV286183	09/03/2021	CONTRACT C11782-01 CITY HA...	702-000-52006	36.53
Fund 702 - INFORMATION SYSTEMS Total:					2,567.93

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 703 - PW OPERATIONS					
COLUMBIA COUNTY COMM. J...	20217CSH	09/03/2021	WORK CREW	703-734-52001	375.00
WEX BANK	73539724	09/03/2021	PW CHEROKEE 6555	703-734-52022	727.84
WEX BANK	73539724	09/03/2021	RED FORD ESCAPE 7237	703-734-52022	57.00
CINTAS	8405289361	09/03/2021	FIRST AID CABINET SERVICE	703-734-52019	89.53
VERIZON	9886722836	09/03/2021	SHARON DARROUX	703-733-52010	58.83
VERIZON	9886722836	09/03/2021	TIM UNDERWOOD	703-733-52010	50.06
VERIZON	9886722836	09/03/2021	CURT LEMONT	703-734-52010	18.69
VERIZON	9886722836	09/03/2021	SCOTT WILLIAMS	703-734-52010	50.06
VERIZON	9886722836	09/03/2021	PW SPARE 4	703-734-52010	40.01
VERIZON	9886722836	09/03/2021	BUCK TUPPER	703-734-52010	50.06
VERIZON	9886722836	09/03/2021	BRETT LONG	703-734-52010	50.06
VERIZON	9886722836	09/03/2021	ETHAN STERLING	703-734-52010	50.06
VERIZON	9886722836	09/03/2021	SCOTT HARRINGTON	703-734-52010	18.42
VERIZON	9886722836	09/03/2021	PW SPARE2	703-734-52010	40.01
VERIZON	9886722836	09/03/2021	SUE NELSON	703-734-52010	50.06
VERIZON	9886722836	09/03/2021	DAVE ELDER	703-734-52010	50.06
VERIZON	9886722836	09/03/2021	PW HOTSPOT1 / EQUIPMENT ...	703-734-52010	40.01
VERIZON	9886722836	09/03/2021	MOUHAMAD ZAHER	703-734-52010	50.06
VERIZON	9886722836	09/03/2021	PW SPARE 3	703-734-52010	40.01
Fund 703 - PW OPERATIONS Total:					1,905.83
Fund: 704 - FACILITY MAJOR MAINTNANCE					
CITY OF ST. HELENS	INV0001962	09/02/2021	PERMIT FEES FOR GRADE FILL ...	704-000-53027	368.24
CITY OF ST. HELENS	INV0001968	09/02/2021	MECHANICAL PERMIT SR CENT...	704-000-53025	154.35
JENKINS PAINTING	2	09/03/2021	PAINTING REC CENTER CHURCK	704-000-53017	13,238.00
EAGLE STAR ROCK PRODUCTS ...	40081	09/03/2021	ROCK REC CENTER	704-000-53017	141.76
CITY OF ST. HELENS	INV0001969	09/03/2021	PLUMBING PERMIT SR CENTER	704-000-53025	165.62
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					14,067.97
Grand Total:					119,314.51

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	41,321.77
202 - COMMUNITY DEVELOPMENT	26,281.46
203 - COMMUNITY ENHANCEMENT	10,023.17
205 - STREETS	4,927.96
301 - STREETS SDC	252.66
305 - PARKS SDC	256.73
601 - WATER	10,134.39
603 - SEWER	7,574.64
702 - INFORMATION SYSTEMS	2,567.93
703 - PW OPERATIONS	1,905.83
704 - FACILITY MAJOR MAINTNANCE	14,067.97
Grand Total:	119,314.51

Account Summary

Account Number	Account Name	Expense Amount
100-000-34031	Recreation Revenue	380.00
100-000-35002	Business Licenses	85.00
100-000-35015	Planning Fees	114.00
100-000-37004	Miscellaneous - General	20.00
100-701-52010	Telephone	86.29
100-701-52040	Communications	240.00
100-702-52011	Public Information	20.00
100-702-52018	Professional Development	34.90
100-702-52019	Professional Services	185.10
100-702-52028	Projects & Programs	45.00
100-703-52001	Operating Supplies	40.01
100-704-52019	Professional Services	17,787.73
100-705-52001	Operating Supplies	1,324.21
100-705-52010	Telephone	80.02
100-705-52018	Professional Development	1,695.49
100-705-52022	Fuel	4,947.04
100-705-52023	Facility Maintenance	1,019.95
100-706-52023	Facility Maintenance	2,661.51
100-706-52034	Visual Materials	45.73
100-706-52035	Audio Materials	14.99
100-707-52001	Operating Supplies	23.99
100-707-52019	Professional Services	1,253.50
100-708-52001	Operating Supplies	3,165.29
100-708-52010	Telephone	250.19
100-708-52023	Facility Maintenance	127.85
100-709-52010	Telephone	50.06
100-709-52019	Professional Services	3,440.00
100-709-52023	Facility Maintenance	456.76
100-711-52010	Telephone	218.59
100-711-52022	Fuel	98.48
100-715-52001	Operating Supplies	112.62
100-715-52022	Fuel	27.67
100-715-52023	Facility Maintenance	1,269.80
202-724-52019	Professional Services	2,092.00
202-725-52003	Utilities	42.83
202-725-52028	Projects & Programs	24,146.63
203-705-52028	Projects & Programs	10,000.00
203-709-52028	Projects & Programs	23.17
205-000-53001	Capital Outlay	4,927.96
301-000-53001	Capital Outlay	252.66
305-000-53001	Capital Outlay	256.73
601-731-52001	Operating Supplies	3,726.57
601-732-52003	Utilities	84.93
601-732-52010	Telephone	97.07

Account Summary

Account Number	Account Name	Expense Amount
601-732-52083	Chemicals	6,225.82
603-736-52010	Telephone	66.40
603-736-52023	Facility Maintenance	233.22
603-736-52083	Chemicals	5,821.76
603-737-52010	Telephone	66.43
603-737-52066	Permit Fees	1,346.00
603-738-52010	Telephone	40.83
702-000-52003	Utilities	1,833.53
702-000-52006	Computer Maintenance	265.53
702-000-52010	Telephone	468.87
703-733-52010	Telephone	108.89
703-734-52001	Operating Supplies	375.00
703-734-52010	Telephone	547.57
703-734-52019	Professional Services	89.53
703-734-52022	Fuel	784.84
704-000-53017	Capital Outlay - Rec Center	13,379.76
704-000-53025	Capital Outlay - Sr Center	319.97
704-000-53027	Capital Outlay - Campbell ...	368.24
Grand Total:		119,314.51

Project Account Summary

Project Account Key	Expense Amount
None	119,314.51
Grand Total:	119,314.51