

## **COUNCIL REGULAR SESSION**

Wednesday, October 02, 2024 at 7:00 PM

#### **COUNCIL MEMBERS:**

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

#### **LOCATION & CONTACT:**

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

### **AGENDA**

#### **CALL REGULAR SESSION TO ORDER**

#### **PLEDGE OF ALLEGIANCE**

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

#### **RESOLUTIONS**

- **1. PUBLIC COMMENT** Increase in Drop Box Rates
  - **Resolution No. 2028:** A Resolution Establishing Drop Box Rates and Superseding Resolution No. 1992
- Resolution No. 2029: A Resolution Authorizing City Administrator John Walsh and City Finance Director Gloria Butsch to Establish an Events Credit Card Account
- 3. Resolution No. 2030: A Resolution of the St. Helens City Council, Establishing the City Employee Compensation Schedule for Fiscal Year 2024-2025, Superseding all other Resolutions

#### APPROVE AND/OR AUTHORIZE FOR SIGNATURE

- 4. [RATIFY] Agreement with Steve Todd for Pro Tem Judicial Services
- Agreement with Professional Mariner Services, LLC for Consultant Services to Obtain all Requirements for Lawful Operation of the City's Vessel
- 6. Second Amendment to Contract with Moore Excavation, Inc. Extending their Contract Time to December 31, 2024 for S. 1st Street St. Helens Street Intersection Improvements, R-685
- First Amendment to Contract with Moore Excavation, Inc. Extending their Contract Time to December 31, 2024 for S. 1st Street - Strand Street Road and Utilities Extension Project, P-525
- 8. First Amendment to Contract with Moore Excavation, Inc. Extending their Contract Time to December 31, 2024 for Undergrounding the Electrical Services on the S. 1st Street Strand Street Road and Utilities Extension Project, M-532
- Amendment to Agreement with Steven Leskin for Legal Defense Services
- <u>10.</u> Amendment to Agreement with Steve Sharfstein for Legal Defense Services

#### APPOINTMENT TO CITY BOARDS AND COMMISSIONS

11. Appoint Jay Echternach to Library Board

#### **CONSENT AGENDA FOR ACCEPTANCE**

- 12. Library Board Minutes dated August 12, 2024
- 13. Planning Commission Minutes dated August 13, 2024
- 14. Parks & Trails Commission Minutes dated August 12, 2024

#### **CONSENT AGENDA FOR APPROVAL**

- 15. City Council Minutes dated June 19, July 16, and August 27, 2024
- 16. OLCC Licenses
- 17. Declare Surplus Property Police K-9 Jax
- 18. Change Newspaper of Record from Columbia County Chronicle & Chief to the Columbia County Spotlight
- 19. Accounts Payable Bill Lists

#### **WORK SESSION ACTION ITEMS**

**COUNCIL MEMBER REPORTS** 

**MAYOR SCHOLL REPORTS** 

**OTHER BUSINESS** 

**ADJOURN** 

#### **VIRTUAL MEETING DETAILS**

Join: https://us02web.zoom.us/j/84021952100?pwd=F8Im6iGKZiZYVa16MK7x7vbY7M5Ro7.1

Passcode: 822599 Join: +16699009128

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

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

# City of St. Helens RESOLUTION NO. 2028

# A RESOLUTION ESTABLISHING DROP BOX RATES AND SUPERSEDING RESOLUTION NO. 1992

**WHEREAS,** according to Ordinance No. 3140, Section 8, Annual Rate Adjustment, commercial drop box franchise holder, Waste Management of Oregon, Inc., may adjust rates annually by a percentage equal to one-half of the annual percent change in the Consumer Price Index (CPI), not to exceed one and one-half percent (1.5%); and

**WHEREAS,** this year's CPI index was 302.106, up from 289.005 in July of 2023, which was an annual change of 4.533%; and

**WHEREAS,** one-half of the annual percent change in the CPI for this year would be 1.5%; and

**WHEREAS,** it is essential that this expense to the City's commercial drop box franchise holder be passed on to their customers effective October 1, 2024.

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

**Section 1.** Effective October 1, 2024, commercial drop box rates for the City of St. Helens at the Columbia County Transfer Station disposal site are hereby adopted as follows:

#### PICK-UP, DELIVERY AND DISPOSAL FEES

Box Size	<u>Fees</u>
40 yards	\$157.19
30 yards	\$157.19
20 yards	\$149.32
10 yards	\$142.22

### **COMPACTED PICK-UP, DELIVERY AND DISPOSAL FEES**

Box Size Fees

30 yards \$299.41 plus 7% franchise fee plus \$109.94 disposal fee per ton

#### **MISCELLANEOUS FEES**

\$ 4.76
\$ 95.79
\$ 1.86
\$ 109.94
\$ \$

Plus a 7% franchise fee is added to total monthly charge.

**Section 2.** Resolution No. 1992 is hereby superseded by this Resolution.

Resolution No. 2028 Page 1 of 2

Approved and adopted by the	ne City Council on October 2, 2024, by the following vote:
Ayes:	
Nays:	
ATTEST:	Rick Scholl, Mayor
Kathy Payne, City Recorder	-

Resolution No. 2028 Page 2 of 2

Item #2.

# City of St. Helens RESOLUTION NO. 2029

## A RESOLUTION AUTHORIZING CITY ADMINISTRATOR JOHN WALSH AND CITY FINANCE DIRECTOR GLORIA BUTSCH TO ESTABLISH AN EVENTS CREDIT CARD ACCOUNT

**NOW, THEREFORE, BE IT RESOLVED**, that City Administrator John Walsh and Finance Director Gloria Butsch of the City of St. Helens are authorized to enter into a credit services agreement with Wauna Credit Union for the purpose of opening a business credit card (Visa) account on behalf of the City of St. Helens to be used exclusively for City of St. Helens Events expenditures; to designate from time to time persons, in such number as may be directed, to manage the Credit Card Account; and authorize the Events Contractor, Brandon Treadway as authorized cardholder; and the signers for credit application, and administrators of the account will be City Administrator John Walsh and Finance Director Gloria Butsch.

**IT IS FURTHER RESOLVED** that the authority conferred is in addition to any other authorizations in effect and shall remain in force until Wauna Credit Union receives written notice of its revocation at the office where the account is maintained or at such other location as Wauna Credit Union may direct.

APPROVED AND ADOPTED this 2<sup>nd</sup> day of October 2024.

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

CERTIFICATION

I, Kathy Payne, City Recorder for the City of St. Helens, certify that this resolution was adopted by this organization in accordance with law and its charter documents at a meeting duly held by this organization's governing body, and is now in effect. I certify that all of the signatures above are genuine and are those of person(s) who are authorized to execute the form who has such title as is listed above. I further certify that I have fully authority to execute this certification. The bank / credit union is entitled to rely upon this certification until written notice of its revocation is delivered to the bank / credit union.

Signature

Dated

Item #3.

# City of St. Helens RESOLUTION NO. 2030

A RESOLUTION OF THE ST. HELENS CITY COUNCIL, ESTABLISHING THE CITY EMPLOYEE COMPENSATION SCHEDULE FOR FISCAL YEAR 2024-2025, AND SUPERSEDING ALL OTHER RESOLUTIONS

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

<u>Section 1</u>. The Salary Schedules, attached as **Exhibit A**, represent the wages for the AFSCME Union Employees, Police Union Employees, Unrepresented Employees, and Hourly Employees effective June 21, 2024.

**Section 1.** This resolution supersedes all previous resolutions concerning the Fiscal Year 2024-2025 employee compensation schedule.

**Approved and adopted** by the City Council on October 2, 2024, by the following vote:

Ayes:	
Nays:	
ATTEST:	Rick Scholl, Mayor
Kathy Payne, City Recorder	

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Item #3.

						MONT	HLY SALARY RA	NGE			
	UNREPRESENTED EMPLOYEES										
Cd.	Effective 6-21-2024 3% COLA	Unrep Leave	CTED 4	CTED 2	CTED 2	CTED 4	CTED E	CTED C	CTFD 7	CTED O	CTED O
Grade U-1	Accountant I	C	STEP 1 5117.65	STEP 2 5248.51	STEP 3 5383.70	STEP 4 5521.05	STEP 5 5662.73	STEP 6 5808.73	STEP 7 5956.90	STEP 8 6110.47	STEP 9 6266.21
U-2	Accountant	-	5248.51	5383.70	5521.05	5662.73	5808.73	5956.90	6110.47	6266.21	6427.35
U-3			5383.70	5521.05	5662.73	5808.73	5956.90	6110.47	6266.21	6427.35	6591.74
U-4	Deputy City Recorder	С	5521.05	5662.73	5808.73	5956.90	6110.47	6266.21	6427.35	6591.74	6761.53
U-5	Accountant II	С	5662.73	5808.73	5956.90	6110.47	6266.21	6427.35	6591.74	6761.53	6934.57
u-5	IT Specialist I	N/A	5662.73	5808.73	5956.90	6110.47	6266.21	6427.35	6591.74	6761.53	6934.57
U-6	· · · specialise ·	14/11	5808.73	5956.90	6110.47	6266.21	6427.35	6591.74	6761.53	6934.57	7111.94
U-7			5956.90	6110.47	6266.21	6427.35	6591.74	6761.53	6934.57	7111.94	7294.71
U-8			6110.47	6266.21	6427.35	6591.74	6761.53	6934.57	7111.94	7294.71	7481.81
U-9	Accountant III	С	6266.21	6427.35	6591.74	6761.53	6934.57	7111.94	7294.71	7481.81	7673.24
U-10	Government Affairs Specialist	С	6427.35	6591.74	6761.53	6934.57	7111.94	7294.71	7481.81	7673.24	7870.07
U-11	IT Specialist II	N/A	6591.74	6761.53	6934.57	7111.94	7294.71	7481.81	7673.24	7870.07	8072.31
0 11	· · · specialise ii	14/1	033177	0,01.55	0331.37	711131	723 1172	7 102.02	7075121	7070.07	0072.01
	Parks Field Supervisor	С									
	Public Works Supervisor	В									
U-12	PW Field Sup./ Safety Coordinator	В	6761.53	6934.57	7111.94	7294.71	7481.81	7673.24	7870.07	8072.31	8278.88
U-13			6934.57	7111.94	7294.71	7481.81	7673.24	7870.07	8072.31	8278.88	8490.85
U-14	100		7111.94	7294.71	7481.81	7673.24	7870.07	8072.31	8278.88	8490.85	8708.23
U-15	HR Coordinator/City Recorder Facilities Maintenance Supervisor	A B	7294.71	7481.81	7673.24	7870.07	8072.31	8278.88	8490.85	8709.31	8932.10
U-16	IT Specialist III	N/A	7481.81	7673.24	7870.07	8072.31	8278.88	8490.85	8709.31	8932.10	9161.38
U-17	Sergeant - MOU 4% COLA	C	7910.08	8112.99	8321.46	8534.40	8752.93	8978.13	9207.79	9444.16	9686.09
0 17	Sergeum Mee 17 COL		7510.00	0112.55	0022.10	033 11 10	0,32.33	0370.13	3207.73	3111120	3000.03
	Building Official	Α									
U-18	Water Quality Manager	В	7870.07	8072.31	8278.88	8490.85	8709.31	8932.10	9161.38	9396.07	9637.24
U-19		В	8072.31	8278.88	8490.85	8709.31	8932.10	9161.38	9396.07	9637.24	9884.91
U-20			8278.88	8490.85	8709.31	8932.10	9161.38	9396.07	9637.24	9884.91	10137.98
U-21	Parks and Recreation Manager	В	8490.85	8709.31	8932.10	9161.38	9396.07	9637.24	9884.91	10137.98	10397.54
U-22			8709.31	8932.10	9161.38	9396.07	9637.24	9884.91	10137.98	10397.54	10664.67
	Library Director	Α									
U-23	City Planner	A	8932.10	9161.38	9396.07	9637.24	9884.91	10137.98	10397.54	10664.67	10938.29
U-24	Lieutenant Enginneering Manager	A B	9161.38	9396.07	9637.24	9884.91	10137.98	10397.54	10664.67	10938.29	11218.39
U-25			9396.07	9637.24	9884.91	10137.98	10397.54	10664.67	10938.29	11218.39	11506.07
U-26			9637.24	9884.91	10137.98	10397.54	10664.67	10938.29	11218.39	11506.07	11801.32
U-27			9884.91	10137.98	10397.54	10664.67	10938.29	11218.39	11506.07	11801.32	12103.06
U-28	Finance Director	A	10137.98	10397.54	10664.67	10938.29	11218.39	11506.07	11801.32	12103.06	12413.45
U-29	Public Works Director	A	10397.54	10664.67	10938.29	11218.39	11506.07	11801.32	12103.06	12413.45	12732.49
U-30	Chief of Police	А	10664.67	10938.29	11218.39	11506.07	11801.32	12103.06	12413.45	12732.49	13059.11
U-31			10938.29	11218.39	11506.07	11801.32	12103.06	12413.45	12732.49	13059.11	13393.29
U-32			11218.39	11506.07	11801.32	12103.06	12413.45	12732.49	13059.11	13393.29	13737.21
U-33			11506.07	11801.32	12103.06	12413.45	12732.49	13059.11	13393.29	13737.21	14088.70
U-34			11801.32	12103.06	12413.45	12732.49	13059.11	13393.29	13737.21	14088.70	14449.92
U-35	City Administrator	А	12103.06	12413.45	12732.49	13059.11	13393.29	13737.21	14088.70	14449.92	14820.87

AFSCME UNION EMPLOYEES	MONTHLY SALARY RANGE				
Effective June 21, 2024 4%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Custodian	3686.10	3870.41	4063.93	4267.13	4480.48
Library Technician I	3914.49	4110.22	4315.74	4531.51	4758.09
Library Technician I - Makerspace Specialist	3914.49	4110.22	4315.74	4531.51	4758.09
Recreation Program Specialist	3914.49	4110.22	4315.74	4531.51	4758.09
Parks & Recreation Administrative Assistant	3914.49	4110.22	4315.74	4531.51	4758.09
Library Assistant / Communications Support Specialist	4050.94	4253.49	4466.17	4689.46	4923.94
Library Technician II	4127.76	4334.15	4550.86	4778.40	5017.32
Parks Utility I	4127.76	4334.15	4550.86	4778.40	5017.32
Utility Worker I	4127.76	4334.15	4550.86	4778.40	5017.32
Administrative Billing Specialist	4211.47	4422.03	4643.14	4875.30	5119.06
Community Development Administrative Assistant	4354.79	4572.53	4801.16	5041.22	5293.27
Building and Administration Secretary	4354.79	4572.53	4801.16	5041.22	5293.27
Municipal Court Clerk	4354.79	4572.53	4801.16	5041.22	5293.27
Public Works Office Assistant	4354.79	4572.53	4801.16	5041.22	5293.27
Engineering Technician I	4354.79	4572.53	4801.16	5041.22	5293.27
WWTP Operator I	4354.79	4572.53	4801.16	5041.22	5293.27
Building Permit Tech	4632.62	4864.25	5107.47	5362.84	5630.98
Utility Worker II	4846.69	5089.02	5343.45	5610.63	5891.16
Engineering Technician II	4846.69	5089.02	5343.45	5610.63	5891.16
Parks Utility II	4846.69	5089.02	5343.45	5610.63	5891.16
Water Quality Operator I	4468.88	4692.32	4926.93	5173.28	5431.95
Water Quality Operator II	5311.48	5577.06	5855.92	6148.71	6456.14
Water Quality Operator III	5519.28	5795.24	6085.00	6389.26	6708.72
Librarian I	5344.25	5611.47	5892.04	6186.64	6495.98
Librarian I Youth & Makerspace	5344.25	5611.47	5892.04	6186.64	6495.98
Parks Specialist	5117.28	5373.13	5641.79	5923.88	6220.09
Collections System Operator	5117.28	5373.13	5641.79	5923.88	6220.09
Mechanic II	5117.28	5373.13	5641.79	5923.88	6220.09
Building Maintenance Utility Worker	5117.28	5373.13	5641.79	5923.88	6220.09
Utility Plumber	5117.28	5373.13	5641.79	5923.88	6220.09
Water Systems Operator	5117.28	5373.13	5641.79	5923.88	6220.09
Water System Filtration Operator	5117.28	5373.13	5641.79	5923.88	6220.09
Water/Wastewater Operator II	5212.45	5473.08	5746.72	6034.07	6335.76
Engineer Tech III	5641.27	5923.34	6219.51	6530.49	6857.01
Pretreatment Coordinator	6085.01	6389.27	6708.72	7044.17	7396.37
PW Construction Inspector	6085.01	6389.27	6708.72	7044.17	7396.37
Building Inspector	6085.01	6389.27	6708.72	7044.17	7396.37
Communications Officer	6085.01	6389.27	6708.72	7044.17	7396.37
Engineer I	6323.51	6639.69	6971.66	7320.24	7686.26
Associate Planner & Comm. Dev. Project Manager	6706.47	7041.79	7393.89	7763.57	8151.75
Engineer II	7712.44	8098.06	8502.96	8928.11	9374.52



	HOURLY EMPLOYEES (UNREPRESENTED)		HOURLY RATE					
Grade	Effective June 21, 2024 3% COLA	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		
PTU-1	Seasonal Public Works Maintenance Worker Seasonal Parks Maintenance Worker	15.91	17.03	18.16				
PTU-2	Recreation Assistant	15.91	17.03					
PTU-3	Recreation Specialist	18.16	0.00	0.00	0.00	0.00		
PTU-4	Library Assistant	18.69	19.69	20.72	21.81	22.95		
PTU-8	Communications Support Specialist	24.63	25.93	27.29	28.74	30.25		

	POLICE ASSOCIATION EMPLOYEES Effective June 21, 2024				MONT	HLY SALARY RA	NGE			
Grade	4% COLA	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
PD-1	Records and Evidence Specialist	5,082.00	5,211.71	5,346.09	5,482.81	5,623.03	5,767.93	5,912.96	6,067.08	6,222.50
PD-3	Code Enforcement Officer	5,420.88	5,559.88	5,702.50	5,848.56	5,998.14	6,152.38	6,310.14	6,471.40	6,637.33
PD-5	Patrol Officer	6,775.22	6,949.33	7,126.95	7,310.41	7,497.38	7,690.19	7,886.51	8,089.83	8,296.66
PD-7	Detective	7,114.10	7,296.39	7,483.35	7,676.17	7,872.48	8,074.64	8,281.47	8,494.15	8,711.50
PD-9	Corporal	7,317.42	7,505.56	7,697.20	7,894.68	8,096.84	8,304.85	8,517.52	8,736.03	8,960.39

#### PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this "Agreement") is made and entered into by and between the **City of St. Helens** (the "City"), an Oregon municipal corporation, and **Steve Todd** ("Pro Tem Judge" or "Todd").

#### **RECITALS**

- **A.** The City is in need of personal services for **pro tem judicial services**, and Todd is qualified and prepared to provide such services. Todd is licensed to practice law in the State of Oregon.
- **B.** The purpose of this Agreement is to establish the services to be provided by Todd and the compensation and terms for such services.

#### **AGREEMENT**

- 1. Engagement. The City hereby engages Todd to provide services ("Services") related to pro tem judicial services, and Todd accepts such engagement. The judicial services compensable under this Agreement, and the discretion and judgments inherent to these services, are personal and not delegable, and shall be performed exclusively by Todd.
- 2. Scope of Work. The duties and responsibilities of Todd, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.
- 3. Term. Subject to the termination provisions herein, this Agreement shall commence once executed by both parties and shall terminate on June 30, 2026. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Provided however that nothing in this Agreement shall diminish the discretionary rights of the Mayor and City Council to end Todd's appointment as Pro Tem Judge in accordance with the Charter and Municipal Code of the City of St. Helens.
- **4. Compensation.** The terms of compensation for the initial term shall be as provided in Attachment C.

#### 5. Payment.

- **5.1** The City agrees to pay Todd for and in consideration of the faithful performance of the Services, and Todd agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C.
- **5.2** Todd shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the

City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Todd of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

- **5.3** The City may suspend or withhold payments if Todd fails to comply with any requirement of this Agreement.
- **5.4** Todd is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Todd shall not be entitled to any benefits that are provided by the City to City employees.
- 5.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.
- 6. **Document Ownership.** Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Todd for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.
- 7. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

**CITY:** City of St. Helens

Attn: City Administrator

265 Strand Street St. Helens OR 97051

PRO TEM JUDGE: Steve Todd

13678 NW Trevino Street Portland, OR 97229 503-866-1758

judgetodd@oregontrafficjudge.com

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

**8. Standard of Care.** Todd shall comply with the applicable rules of the Government Standards and Practices Commission and applicable rules in the Oregon Code of

Judicial Conduct (the "Standards"). Todd shall prepare materials and deliverables in accordance with the Standards.

#### 9. Insurance.

- **9.1** At all times during the term of this Agreement, Todd shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.
- 9.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Todd agrees that it will not cancel or reduce said insurance coverage without the written permission of City.
- 9.3 Todd agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Todd's expense, the premium thereon. If the City procures such insurance, the City may charge the cost against any moneys due Todd hereunder or for any other contract.
- **9.4** At all times during the term of this Agreement, Todd shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required coverages. The policies shall contain an endorsement naming the City, its council members, officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).
- 9.5 The insurance provided by Todd shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Todd shall be responsible for any deductible amounts outlined in such policies.
- 9.6 Todd is currently exempt from the requirement to obtain Professional Liability Fund Insurance through the Oregon State Bar as an attorney solely doing work for a government agency. If Todd's status changes and Todd is no longer exempt, Todd shall obtain, at Todd's own expense, Professional Liability Fund insurance of not less than \$300,000 per claim.
- 10. Termination for Convenience. As a Charter officer of the City, Todd serves at the pleasure of the City Council. Therefore, this Agreement may be terminated effective by either party for any reason upon ninety (90) days' written notice of the party's intent to terminate. In the event this Agreement is terminated, Todd shall receive compensation only for Services actually performed up to the last day of work performed as Judge. In the event this Agreement is terminated by the City with less than ninety (90) days written notice, Todd shall be compensated through the end of the notice period at a rate equivalent to the average monthly compensation paid by the City during the prior twelve (12) calendar months.

- 11. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Todd.
- **12. Modification.** Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.
- 13. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach. All waivers shall be done in writing.
- 13.1 Indemnification. Todd shall defend, indemnify, and hold harmless the City, its officers, agents, and employees from any and all claims, actions, costs, judgments damages, and other expenses resulting from Todd's negligent acts, omissions, errors, or willful or reckless misconduct or failure to perform responsibilities as set forth herein. Todd shall not be responsible for any claims, actions, costs, judgments, damages, or other expenses caused by the actions of the City or City staff. Nothing in this Agreement is intended to waive any limitations on liability established by the Oregon Tort Claims Act.
- **14. Governing Laws.** This Agreement shall be governed by the laws of the State of Oregon.

#### 15. Compliance with Law.

- **15.1** Todd shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.
- **15.2** The parties contemplate that Todd will not employ others to perform services under this Agreement because he is provided support performed by City Court staff. Todd shall not do so without the City's written agreement and appropriate amendment to this Agreement.
- 15.3 Todd shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, age, national origin, physical or mental disability, or disabled veteran or veteran status or any other protected status or activity in violation of state or federal laws. Todd will administer the Court in compliance with City policy and applicable union collective bargaining agreements.
- 15.4 Todd shall comply with all requirements associated with access to and confidentiality of law enforcement data system records and categories of records protected by law which come before the Court. Todd shall appropriately direct Court staff with respect to such matters which come to Todd's attention.
- 15.5 In non-judicial decisions and actions related to the management and administration of the Municipal Court and the Municipal Court Department, Todd will act in appropriate collaboration with and with due deference to the City Administrator and his designees as the City's chief executive, administrative and financial officers.

- 15.6 Todd shall perform the work required by this contract as an independent contractor. Although the City reserves the right (i) to determine (and modify) the scope of work to be performed and (ii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of Todd's judicial performance. Todd is responsible for determining the appropriate means and manner of performing the work of Judge and the manner of Court staff work under his direction and for which he is judicially responsible. Todd represents and warrants that Todd (i) is not an employee of the City, (ii) is not currently employed by the Federal Government, and (iii) meets the specific independent contractor standards of ORS 670.600.
- 15.7 Todd shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Todd under this Agreement. Todd is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Todd under this Agreement, except as a self-employed individual.
- **15.8** Any other condition or clause required by law to be in this Agreement shall be considered included by this reference.
- 16. Confidentiality. Todd shall maintain the confidentiality, both external and internal, of that confidential information which Todd receives in his capacity as Judge, to the extent appropriate. This Agreement shall not be interpreted or applied to affect the proper and public sessions of the Court or proper access to judicial proceedings and Court records not under seal.
- 17. **Publicity.** Todd shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.
- 18. Assignment. This Agreement shall not be assigned by Todd without the express written consent of the City. Todd shall not assign Todd's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

#### 19. Default; Termination for Default; Mediation/Dispute Resolution

- 19.1 A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as possible.
- 19.2 Notwithstanding Subsection 18.1, the City may declare a default immediately by written notice to Todd if Todd ceases to be qualified for office, e.g., is no longer an active member of the Oregon State Bar, or misconduct or violation of the Standards.

- 19.3 Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any arbitration litigation. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted within sixty (60) miles of the City of St. Helens, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party
- 19.4 The parties agree that any and all disputes regarding the interpretation or implementation of this Agreement shall be resolved under the Employment Dispute Resolution Rules of the American Arbitration Association; provided, however, that arbitration shall be conducted before a panel of three arbitrators; one shall be selected by each party and the third shall be selected by the other two. The parties intend that the arbitration panel shall reflect expertise in employment, municipal and judicial areas of law and administration. Any arbitration shall be held in Portland, Oregon. In any arbitration to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney fees incurred. The parties further agree that arbitration under this paragraph may be enforced by a court of competent jurisdiction
- 19.5 If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon Law through mediation and arbitration.
- 20. Attorney Fees. If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, expert fees and costs incurred therein at arbitration, trial and on appeal.

#### 21. Records, Inspection and Audit by the City.

with generally accepted accounting principles, and federal circulars (as applicable). Todd shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Todd's performance hereunder; provided however that Todd shall not be required to duplicate or maintain any records created and maintained by the Municipal Court. Todd acknowledges and agrees that City and its duly authorized representatives shall have access to such fiscal records and to all other books, documents, electronic files, papers, plans and writings of Todd that are pertinent to this Agreement for the purpose of performing examinations and audits, and making excerpts and transcripts. Todd further acknowledges records generated as a result of this Agreement may be subject to disclosure pursuant to the Oregon Public Records Act. The City's right to inspect and audit Todd's financial records pertaining to this Agreement shall extend to the term of this Agreement and within two (2) years following the termination of this Agreement.

- 21.2 This Section is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.
- 22. Force Majeure. Neither City nor Todd shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, or unusually severe weather; provided that the parties so disenabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.
- 23. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.
- **24. Severance.** If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

**IN WITNESS WHEREOF,** the City has caused this Agreement to be executed by its duly authorized undersigned agent, and Todd has executed this Agreement on the date written below.

CITY:	TODD:
CITY OF ST. HELENS	STEVE TODD
Council Meeting Date:	A
Signature: ) d	Signature:
Print: John Walsh	Print: Steven A Till
Title: City Administration	Title: frest - Jaka
	Scapping Minicipal court
Date:	( 13 h m)
	Date: Sept 12, 3174
	,
APPROVED AS TO FORM:	
Ву:	
City Attorney	

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized undersigned agent, and Todd has executed this Agreement on the date written below.

CITY:	TODD:
CITY OF ST. HELENS Council Meeting Date:	STEVE TODD
Signature: John Walsn Print: John Walsn Title: City Administration	Signature:
Date:	Date:
APPROVED AS TO FORM:	

# ATTACHMENT A Scope of Work

For the term of this contract and any subsequent extensions, judge will provide judicial services to the City of St. Helens on mutually agreed upon scheduled dates and/or assigned cases consisting of the following:

- Work with court on coordinating mutually acceptable scheduling for providing pro tem judicial services.
- Preside in court on mutually agreed upon schedule for that particular court day.
- On assigned cases and/or dates, be available by telephone to "C-Com" within 10 minutes of their placing the call to answer questions relating to release status and orders pertaining to release for individuals who are subject to arrest either because an arrest warrant is outstanding or under circumstances leading a reasonable person to believe that a contempt of court charge or a probation violation charge may be initiated by the court.
- Be generally available, subject to reasonable notice, for meetings with the City Administrator pertaining to the conduct of the Court's business, as required by the City Administrator.
- Submit all requested reports pertaining to the functioning of the Courts as required by the City Administrator or the City Council, as requested.
- Such other judicial functions as may be necessary or advisable under the circumstances.

#### **EXPECTATIONS:**

It is expected that the judge will provide judicial services to the City of St. Helens on specific assigned dates and/or specific cases, generally from the hours of 8:30 a.m. to 5:00 p.m. or some portion thereof.

#### ATTACHMENT B INSURANCE REQUIREMENTS

Todd shall maintain insurance through the Oregon Professional Liability Fund (PLF) throughout the term of this Contract. It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Todd. The policy or policies of insurance maintained by Todd shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY	REQUIRED FOR THIS CONTRACT	
General Liability	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	NO
Please indicate if Claims Ma	de or Occurrence		
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	NO
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable here State the reason it is not applicable here		NO
Professional Liability		\$300,000 aggregate of all claims plus \$75,000 claims expense allowance as provided in the PLF Primary Coverage Plan	Exempt under PLF rules See contract paragoph 9.6
	Annual Aggregate		

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

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

Professional liability insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured.

Certificates of Insurance shall be forwarded to:

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

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

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



Judge Todd <judgetodd@oregontrafficjudge.com>

### PLF Receipt Confirmation (813960 Todd, Steven A)

1 message

PLF Notices <notices@osbplf.org>
Reply-To: plfaccounting@osbplf.org
To: judgetodd@oregontrafficjudge.com

Thu, Nov 9, 2023 at 10:48 AM



Steven A Todd 813960 November 9, 2023

We have received your 2024 PLF Request for Exemption.

This exemption must be renewed on an annual basis so long as you maintain active membership status with the Oregon State Bar. **YOU MUST NOTIFY THE PLF IMMEDIATELY IF YOU CEASE TO BE EXEMPT AT ANY TIME DURING 2024.** 

If you had PLF coverage for 2023, you will automatically receive Extended Reporting Coverage. If you have questions regarding exemptions or Extended Reporting Coverage, refer to the Primary Coverage Plan on our website or contact the PLF at 503-639-6911.

#### **Professional Liability Fund**

PO Box 231600, Tigard, OR 97281-1600 (503) 639-6911 or (800) 452-1639 www.osbplf.org

## ATTACHMENT C Terms of Compensation

\$100 per hour

#### PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this "Agreement") is made and entered into by and between the **City of St. Helens** (the "City"), an Oregon municipal corporation, and **Professional Mariners Services, LLC**, an Oregon limited liability company ("Contractor").

#### RECITALS

- A. The City is in need of personal services for a consultant to obtain all registrations, certificates, licenses and inspections, required for the lawful operation of the City's vessel, and Contractor represents that it is qualified and prepared to provide such services.
- **B.** The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

#### **AGREEMENT**

- 1. Engagement. The City hereby engages Contractor to provide services ("Services") related to obtaining all registrations, certificates, licenses and inspections, required for the lawful operation of the City's vessel, and Contractor accepts such engagement. The principal contact for Contractor shall be Bob Hyke, phone (503) 805-9404.
- **2. Scope of Work.** The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A, Scope of Work and Compensation, attached hereto and incorporated herein by reference.
- 3. Term. Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on **December 31**, **2024.** The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.
- **4. Compensation.** The terms of compensation for the initial term shall be as provided in Attachment A., Scope of Work and Compensation.

#### 5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City's travel and expense policy, reproduction of documents or reports with prior written approval, and

long-distance telephone expenses. Contractor's cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

- 5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.
- **5.3** The City may suspend or withhold payments if Contractor fails to comply with any requirement of this Agreement.
- 5.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.
- 5.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.
- 6. **Document Ownership.** Contractor shall retain all common law, statutory and other reserved rights, including copyrights, in all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement, except that all copies of such plans, designs, calculations and other documents and renditions provided to City shall become the property of City who may use them without Contractor's further permission for any lawful purpose related to the project. Upon execution of this agreement, Contractor grants to City an irrevocable, nonexclusive license to use Contractor's work products created through its services for the project. The license granted under this section permits City to authorize its contractors, subcontractors of any tier, consultants, subconsultants of any tier, and material or equipment suppliers, to reproduce applicable portions of the work products in performing services for the project. Any unauthorized use of Contractor's work product for purposes unrelated to the project shall be at City's sole risk and without liability to Contractor.
- 7. **Notices.** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: City of St. Helens

Attn: City Administrator 265 Strand Street

St. Helens OR 97051

**CONTRACTOR:** Professional Mariners Services

Attn: Bob Hyke

7807 N. Clarendon Avenue

Portland, OR 97203

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

**8. Standard of Care.** Contractor shall comply with the applicable professional standard of care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

#### 9. Insurance.

- **9.1** At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.
- 9.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage without the written permission of City.
- 9.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City may charge the cost against any moneys due Contractor hereunder or for any other contract.
- 9.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required coverages. The policies shall contain an endorsement naming the City, its council members, officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).
- 9.5 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

#### 10. Termination.

- **10.1** <u>Termination for Cause</u>. City may terminate this Agreement effective upon delivery of written notice to Contractor under any of the following conditions:
- **10.1.1** If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of service. This Agreement may be modified to accommodate a reduction in funding.
- 10.1.2 If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 10.1.3 If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, suspended, revoked, or not renewed.
- **10.1.4** If Contractor becomes insolvent, if a voluntary or an involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.
- **10.1.5** If Contractor is in breach of this Agreement, and such breach is not remedied as contemplated by Section 10.2 of the Agreement.

#### **10.2** Breach of Agreement

- 10.2.1 Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor fails to remedy a breach within three (3) working days of its actual notice or receipt of written notice from the City, City may terminate that part of the Agreement affected by the breach upon written notice to Contractor, may obtain substitute services in a reasonable manner, and may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.
- 10.2.2 If the breach is material and Contractor fails to remedy the breach within three (3) working days of receipt of written notice from the City, City may declare Contractor in default, terminate this Agreement and pursue any remedy available for a default.
- 10.2.3 Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this Section 10.2, Contractor shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Contractor to resume those services after determining Contractor was not at fault, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

- 10.2.4 In the event of termination of this Agreement due to the fault of the Contractor, City may immediately cease payment to Contractor, and when the breach is remedied, City may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement, along with any additional amounts for loss and damage caused to the City by the breach, and withhold such amounts from amounts owed by City to Contractor. If the amount due Contractor is insufficient to cover City's damages due to the breach, Contractor shall tender the balance to City upon demand.
- 10.3 <u>Termination for Convenience</u>. City may terminate all or part of this Agreement at any time for its own convenience by providing three (3) days written notice to Contractor. Upon termination under this paragraph, Contractor shall be entitled to compensation for all services properly rendered prior to the termination, including Contractor's and sub consultants reasonable costs actually incurred in closing out the Agreement. In no instance shall Contractor be entitled to overhead or profit on work not performed.
- 11. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.
- **12. Modification.** Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.
- 13. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach. All waivers shall be done in writing.

#### 14. Indemnification.

- 14.1 <u>Liability of Contractor for Claims Other Than Professional Liability</u>. For claims for other than professional liability, Contractor shall defend, save and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities or omissions of Contractor, its subcontractors, sub-consultants, agents or employees under this Agreement. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Contractor.
- 14.2 <u>Liability of Contractor for Claims for Professional Liability</u>. For claims for professional liability, Contractor shall save, and hold harmless City, its officers, agents and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor, its subcontractors, sub-consultants, agents or employees in the performance of professional services under this Agreement. A claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City.
- 14.3 Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265.

**15. Governing Laws.** This Agreement shall be governed by the laws of the State of Oregon.

#### 16. Compliance with Law.

- **16.1** Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.
- **16.2** Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the services provided for in the Agreement and shall be responsible for such payment of all persons supplying such labor or material to any ssubcontractor.
- 16.3 Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Agreement.
- 16.4 Contractor shall not permit any lien or claim to be filed or prosecuted against the City or its property on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien or claim so filed or prosecuted.
- **16.5** Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.
- 16.6 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a subcontractor by any person in connection with the Agreement as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the Agreement. The payment of a claim in the manner authorized hereby shall not relieve the Contractor from his/her or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- 16.7 If the Contractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement within 30 days after receiving payment from the City, the Contractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- 16.8 Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor,

of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

16.9 No person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:

#### **16.9.1** Either:

- **16.9.1.1** For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- **16.9.1.2** For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- **16.9.2** For all work performed on Saturday and on any legal holiday specified in ORS 279C.540;
- 16.9.3 Contractor shall pay employees for overtime work performed under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).
  - 16.10 The Contractor must give notice to employees who work on this Agreement in writing, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
  - **16.11** All subject employers working under the Contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
  - **16.12** All sums due the State Unemployment Compensation Fund from the Contractor or any subcontractor in connection with the performance of the Agreement shall be promptly so paid.
  - **16.13** Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
  - 16.14 Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the

Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statues, rules and regulations.

- 16.15 The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.
- 16.16 If Contractor is a foreign contractor as defined in ORS 279A.120, Contractor shall comply with that section and the City must satisfy itself that the requirements of ORS 279A.120 have been complied with by Contractor before City issues final payment under this agreement.
- **16.17** If this Contract exceeds \$50,000, is not otherwise exempt, and includes work subject to prevailing wage, Contractor shall comply with ORS 279C.838, ORS 279C.840, and federal law.
- **16.18** Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244.
- 16.19 Contractor shall ensure that any lawn and landscape maintenance, if applicable, shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- **16.20** Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.
- 16.21 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.
- 16.22 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- 16.23 Any other condition or clause required by law to be in this Agreement shall be considered included by this reference.
- 17. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

- 18. Publicity. Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.
- 19. Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.
- **20. Assignment.** This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

### 21. Mediation/Dispute Resolution

- 21.1 Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any arbitration or litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation or binding arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in the City of St. Helens, unless both parties agree in writing otherwise. If arbitration is selected by the parties, the parties shall exercise good faith efforts to select an arbitrator who shall be compensated equally by both parties. Venue for any arbitration shall be the City of St. Helens. Venue for any litigation shall be the Circuit Court for Columbia County.
- **22. Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, expert fees and costs incurred therein at arbitration, trial and on appeal.

#### 23. Records, Inspection and Audit by the City.

- 23.1 Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after City makes final payment on this Agreement and all other pending matters are closed.
- 23.2 Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

- 23.3 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within three (3) years after City makes final payment on this Agreement and all other pending matters are closed.
- **23.4** This Section 23 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.
- 24. Force Majeure. Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.
- **25. Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.
- **26. Severance.** If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

**IN WITNESS WHEREOF**, the City has caused this Agreement to be executed by its duly authorized undersigned agent, and Contractor has executed this Agreement on the date written below.

CITY:	CONTRACTOR:
CITY OF ST. HELENS Council Meeting Date:	
Signature:	Signature:
Print:	Print:
Title:	Title:
Date:	Date:
APPROVED AS TO FORM:	
By:	
City Attorney	

# ATTACHMENT A Scope of Work and Compensation

Professional Mariner Services, LLC, will do all work necessary so that the City's Fisheagle Osprey Boat vessel is lawfully operational, which includes:

- 1. Obtain Bill of Sale
- 2. Obtain Warranties for Engine
- 3. Register vehicle with Coastguard as a named vessel, or if approved by the City, register the vessel through the state as an alternative.
- 4. Obtain a certificate of inspection
- 5. Identify and help accomplish any other regulatory tasks so that the City's vessel satisfies all legal requirements to operate in the water.

Compensation: Professional Mariner Services will be paid \$60.00 per hour to perform the services, not to exceed \$5,000.

- Mileage shall be reimbursed at the federal mileage reimbursement rate
- Other expenses to perform tasks shall be reimbursed at cost+ 15%

# ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract. It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

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

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

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

Professional liability insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured.

Certificates of Insurance shall be forwarded to:

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

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

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

Item #6.

# SECOND AMENDMENT TO

# Moore Excavation, Inc. Public Improvement Construction Contract

# S 1st Street – St Helens Street Intersection Improvements No. R-685

This agreement is entered into this 18th day of September 2024, by and between the City, (hereinafter "City"), and Moore Excavation, Inc., (hereinafter "Contractor").

### RECITALS

- A. City and Contractor entered into a Public Improvement Construction Contract on September 29, 2022 and said contract, hereinafter "original contract" is on file at St. Helens City Hall.
- B. The term of the original contract expires on September 15, 2024 and the City desires to extend the contract time of the original contract with the Contractor to retain their services on the S 1<sup>st</sup> Street St. Helens Street Intersection Improvements Project.

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

- 1. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. The contract expiration date shall be extended to December 31st, 2024
- 3. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this 18th day of September 2024.

Contractor	City
Date: 9/13/2024	Rick Scholl, Mayor Date:
Attest:	
By: Kathy Payne, City Recorder	

# FIRST AMENDMENT TO Moore Excavation, Inc.

# **Public Improvement Construction Contract**

# S. 1st Street and Strand Street Road and Utilities Extension Project No. P-525

This agreement is entered into this 18th day of September 2024, by and between the City, (hereinafter "City"), and Moore Excavation, Inc., (hereinafter "Contractor").

#### **RECITALS**

- A. City and Contractor entered into a Public Improvement Construction Contract on September 29, 2022 and said contract, hereinafter "original contract" is on file at St. Helens City Hall.
- B. Work was expanded under the current contract to include revisions to the joint utility trench, which was expanded to accommodate additional franchise utility services.
- C. The term of the original contract expires on September 15, 2024 and the City desires to extend the contract time of the original contract with the Contractor to retain their services on the S. 1<sup>st</sup> Street and Strand Street Road and Utilities Extension Project.

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

- 1. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. The contract expiration date shall be extended to December 31st, 2024
- 3. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this 18th day of September 2024.

Contractor	City
Date: 9/13/2024	Rick Scholl, Mayor Date:
Attest:	
By: Kathy Payne, City Recorder	

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Item #8.

# FIRST AMENDMENT TO Moore Excavation, Inc.

# Public Improvement Construction Contract Undergrounding Electrical Services on the S 1<sup>st</sup> Street – Strand Street Road & Utilities Extension Project No. M-532

This agreement is entered into this 18th day of September 2024, by and between the City, (hereinafter "City"), and Moore Excavation, Inc., (hereinafter "Contractor").

# RECITALS

- A. City and Contractor entered into a Public Improvement Construction Contract on July 16th, 2024 and said contract, hereinafter "original contract" is on file at St. Helens City Hall.
- B. The term of the original contract expires on September 15, 2024 and the City desires to extend the contract time of the original contract with the Contractor to retain their services on the Undergrounding Electrical Services on the S 1st Street Strand Street Road & Utilities Extension Project.

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

- 1. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. The contract expiration date shall be extended to December 31st, 2024.
- 3. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this 18th day of September 2024.

Contractor	City	
Date: 9/13/2024	Rick Scholl, Mayor Date:	
Attest:		
By: Kathy Payne, City Recorder		

# City of St. Helens

# AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment is made on October 2, 2024, between City of St. Helens, an Oregon municipal corporation ("the City"), and **Steven Leskin** ("Attorney").

# **RECITALS**

- **A.** WHEREAS, on or about July 16, 2024, City and Attorney entered into an agreement ("Agreement") in which Attorney agreed to provide services ("Services") related to performing legal defense services for appointed indigent defendants; and
- **B.** WHEREAS, Paragraph 3 of the Agreement provides that the rate of compensation would be \$2,000 per month; and
- **C. WHEREAS,** due to the increase in need for defense attorneys in Municipal Court, the City and Attorney mutually agree to increase the monthly rate to \$3,000 per month.

#### **AGREEMENT**

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

- 1. Paragraph 3 shall be amended to establish a monthly rate of compensation at \$3,000.
- 2. All other terms and conditions of the Agreement, as previously amended, shall remain in full force and effect other than as specifically amended herein.

THE CITY:	ATTORNEY:	
CITY OF ST. HELENS, an Oregon municipal corporation	STEVEN LESKIN	
By:	By:	
Name:	Name:	
Its:	Its:	

# City of St. Helens

# AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment is made on October 2, 2024, between City of St. Helens, an Oregon municipal corporation ("the City"), and **Steve Sharfstein** ("Attorney").

# **RECITALS**

- **A. WHEREAS,** on or about August 17, 2023, City and Attorney entered into an agreement ("Agreement") in which Attorney agreed to provide services ("Services") related to performing legal defense services for appointed indigent defendants; and
- **B.** WHEREAS, Paragraph 3 of the Agreement provides that the rate of compensation would be \$2,000 per month; and
- **C. WHEREAS,** due to the increase in need for defense attorneys in Municipal Court, the City and Attorney mutually agree to increase the monthly rate to \$3,000 per month.

#### **AGREEMENT**

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

- 1. Paragraph 3 shall be amended to establish a monthly rate of compensation at \$3,000.
- 2. All other terms and conditions of the Agreement, as previously amended, shall remain in full force and effect other than as specifically amended herein.

THE CITY:	ATTORNEY:	
CITY OF ST. HELENS, an Oregon municipal corporation	STEVE SHARFSTEIN	
By:	By:	
Name:	Name:	
Its:	Its:	

Item #11.

# **APPOINTMENTS TO ST. HELENS CITY BOARDS AND COMMISSIONS**

# City Council Meeting ~ October 2, 2024

# Pending applications received:

NameInterestReceivedTo Committee(s)● Jay EchternachLibrary Board2/14/242/14/24● Jeanette NelsonPlanning Commission5/28/24TBD

# **Library Board (4-year terms)**

■ Jessica Sturdivant's term expires 6/30/2024. She is not interested in reappointment.

Status: Pending

Next Meeting: October 14, 2024

Recommendation: At their September 9 regular meeting, the Board voted to recommend

appointment of Jay Echternach.

# City of St. Helens RESOLUTION NO. 1648

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

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

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

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

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

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

Item #11.

all applications in favor of re-advertising if no applicants are found to be suitable for the bound to

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

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

	Ayes:	Locke, Carlson, Conn, Morten, Peterson			
	Nays:	None			
ATTEST:				/s/ Randy Peterson Randy Peterson, M	
<u>/s/ Kathy Payr</u> Kathy Payne, (		corder			

Item #12.

# ST. HELENS PUBLIC LIBRARY BOARD MEETING

Monday, August 12, 2024 at 7:15 PM Virtually over Zoom

# **APPROVED MINUTES**

**Members Present** 

Chair Aaron Martin

Member Robert Dunn

Member Ellen Jacobson

Member Jana Mann

Member Colleen Ohler

Member Lynne Pettit

Member Fatima Salas

**Councilors in Attendance** 

Russell Hubbard

**Staff Present** 

Library Director Suzanne Bishop Library Board Secretary Dan Dieter

**Members Absent** 

Member Diana Wiener

**Visitors** 

None

**CALL TO ORDER** 

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

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

No visitors.

# **APPROVAL OF MINUTES**

1. Minutes from June 10, 2024, were reviewed.

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

#### **OLD BUSINESS**

- 2. BOARD VICE CHAIR ELECTION: Item tabled until after Library Director report. Motion: Upon Chair Martin's motion and Member Dunn's second, the Library Board unanimously approved the election of Member Salas as the new Vice-Chair. [Yeas: Chair Martin, Member Dunn, Member Jacobson, Member Mann, Member Ohler, Member Pettit, Member Salas; Nays: none]
- 3. BOARD APPLICANT INTERVIEW COMMITTEE ASSIGNMENT: Chair Martin and Member Dunn plan to interview Mr. Echternach Wednesday August 14, 2024. They will report back to the whole board at the next regular meeting.

# **NEW BUSINESS**

- 4. RECOMMEND MEMBER OHLER'S TERM RENEWAL: Motion: Upon Chair Martin's motion and Member Pettit's second, the Library Board unanimously voted to recommend Member Ohler's appointment for the next board term starting July 1, 2024 and ending June 30 2028. [Yeas: Chair Martin, Member Dunn, Member Jacobson, Member Mann, Member Ohler, Member Pettit, Member Salas; Nays: none]
- 5. RECOMMEND REMOVING 'OVERDUE FEES' LANGUAGE FROM CIRCULATION POLICY: Motion: Upon Member Dunn's motion and Member Mann's second, the Library Board unanimously approved the recommendation to remove the 'overdue fees' language from the current Circulation Policy. [Yeas: Chair Martin, Member Dunn, Member Jacobson, Member Mann, Member Ohler, Member Pettit, Member Salas; Nays: none]
- 6. CREATE A COMMITTEE TO REVIEW BYLAWS: The current bylaws which were approved in 2001 need to be reviewed and updated to align with the current municipal code. Assigned to the committee are Chair Martin, Member Ohler, and Member Pettit. Secretary Dieter will email background information to the committee members for their review.
- 7. APPROVE CLOSURE OF ACOUNT AND FORGIVENESS OF UNPAID FINES AND FEES AFTER 7 YEARS: Motion: Upon Chair Martin's motion and Member Ohler's second, the Library Board unanimously approved the recommendation to allow the forgiveness of unpaid fines and fees older than 7 years and the subsequent closure of those accounts. [Yeas: Chair Martin, Member Dunn, Member Jacobson, Member Mann, Member Ohler, Member Pettit, Member Salas; Nays: none]

#### LIBRARY DIRECTOR'S REPORT

Director Bishop stated that the new Youth Makerspace Librarian, Jana Wiersma will start August 13 at 11:00 am. Everyone is very excited. She has a great deal of experience and will be a great addition to our library staff. Director Bishop shared some of the details from the semi-annual report that was given to the City Council. The library operated as a cooling center from July 5 through July 9. We were open extra days and hours (a total of 21 extended hours) and our partner organizations Columbia County Mental Health (CCMH), Community Action Team (CAT) sent people to help. Library staff worked extra hours to keep the schedule and we also had volunteers covering 40 extra hours. This year we won't be able to be the City's warming shelter because of the overnight hours. We just started a new seed exchange program in conjunction with the local Oregon State University (OSU) Master Gardeners. They will use an old microfilm cabinet to store the seeds in the library. The program kicked off last week with a talk about seed storage by former OSU Extension Service Chip Bubl. The Summer Library Challenge ended last week. The stats we have so far indicate that despite the number of registered readers being 15 percent lower than last year, our number of minutes read was up. It was a very busy program and participants enjoyed the prize wheel and all the extra performers that were paid for by the Friends of the St. Helens Public Library. So far this year we've had 41,833 visits to the building, that's almost 10,000 more than last year. Our Wi-Fi hours have been increased and are now available from 5:00 am to midnight. We own more than 42,000 items including more than 200 Library of Things items, and so far this year 65,011 items have been borrowed. The mobile hotspots continue to be the most popular. The public computers are very popular as well. We continue to have requests for the free Covid-19 tests that we used to have available. 21.35 percent of the population have a library card or are using our digital services. We have had 28,955 visits in the fiscal year 2024. We currently have 27 active volunteers right now and they logged 954 last year, and the value of that time is about

\$31,000. Our small business and entrepreneurs corner continues to be of interest. Sierra Trass from the Columbia Economic Team (CET) said that they've received several requests for where it's located. They plan on using our site as a model for future business centers in other cities like Scappoose or Clatskanie. Our Library Assistant Cameron Burkhart is leaving. They bought a house far away enough to make the commute untenable. They will continue to work remotely for the City as the part-time Communications Support Specialist. The City has placed an advertisement for that position and we have 48 applicants for far, and interviews will be scheduled soon. The library will be closed for Labor Day [September 2, 2024]

# **COUNCILOR'S REPORT**

Councilor Hubbard stated that the semi-annual report that Director Bishop gave to the City last week was great. The library is on track and the Council is excited about the direction you're going. If we could have the new Youth Makerspace Librarian come to the next council meeting to introduce herself and talk about their plans, that would be great.

#### **OTHER BUSINESS**

Not at this time.

## **SUMMARIZE ACTION ITEMS**

Chair Martin stated that he and Member Dunn would interview the applicant on Wednesday. There are a number of things that will be recommended to the City at the next council meeting. The committee to review the bylaws will get started, and Secretary Dieter will email some information to the members of that committee. Director Bishop asked Secretary Dieter to send out an updated Board Member Sheet when it is available.

#### **ADJOURNMENT**

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

Respectfully submitted by, Dan Dieter Library Board Secretary



# PLANNING COMMISSION

Tuesday, August 13, 2024, at 6:00 PM

# **APPROVED MINUTES**

**Members Present:** Chair Dan Cary

Vice Chair Jennifer Shoemaker Commissioner David Rosengard Commissioner Scott Jacobson Commissioner Charles Castner Commissioner Ginny Carlson Commissioner Brooke Sisco

**Members Absent:** None

**Staff Present:** City Planner Jacob Graichen

Associate Planner Jenny Dimsho

Community Development Admin Assistant Christina Sullivan

City Councilor Mark Gunderson

**Others:** Steve Toschi

Lenore Thawley Dave Innocenti Carmel Carrasco

## **CALL TO ORDER & FLAG SALUTE**

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

There was no topics from the floor.

#### **CONSENT AGENDA**

A. Planning Commission Minutes Dated June 11, 2024

**Motion:** Upon Vice Chair Shoemaker's motion and Commissioner Rosengard's second, the Planning Commission unanimously approved the Draft Minutes dated June 11, 2024, as written. [AYES: Vice Chair Shoemaker, Commissioner Sisco, Commissioner Jacobson, Commissioner Rosengard, Commissioner Castner, Commissioner Carlson; NAYS: None]

B. Joint City Council & Planning Commission Minutes Dated June 12, 2024

**Motion:** Upon Commissioner Jacobson's motion and Commissioner Carlson's second, the Planning Commission unanimously approved the Draft Minutes dated June 12, 2024, as written. [AYES: Vice Chair Shoemaker, Commissioner Sisco, Commissioner Jacobson, Commissioner Rosengard, Commissioner Castner, Commissioner Carlson; NAYS: None]

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

C. 6:05 p.m. St. Helens Development Code and Comprehensive Plan amendments (file CPZA.1.24) in response to Measure 109 (2020) regarding psilocybin land uses, House Bill 3109 (2021) regarding childcare land uses and other

# "housekeeping" amendments, validity periods for land use decisions in particular – City of St. Helens

Chair Dan Cary opened the Public Hearing at 6:03 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter.

City Planner Jacob Graichen presented the staff report dated August 6, 2024. Graichen briefly discussed all the code amendments discussed this year, but noted this hearing was just for the non-residential portions of the new code amendments. He mentioned the City Council had discussed holding off on moving forward with some, but he clarified that some had to be worked on due to time constraints.

He talked about Measure 109, that legalized psilocybin for mental health purposes in the state. He said as allowed by the state legislation there was a two-year moratorium period for cities to figure out how to move forward. He said that moratorium period will end at the end of the year for St. Helens. He mentioned based on the joint City Council and Planning Commission meetings, where this measure was discussed, they decided to make it a conditional use and to keep the psilocybin service centers separate from where the psilocybin is produced. He also mentioned they discussed allowing this as a conditional use in all districts except the Riverfront District.

He also discussed the state bill that updated the childcare facility rules. He said this bill prohibits being too strict with the more commercial side of childcare verses the ones done in residential homes, which have been generally immune from land use law for many years. He said this would allow childcare centers in the industrial areas and there were some exemptions and definitions added to align with the house bill.

He also discussed the other "housekeeping" items that would be included in this round of code amendments.

#### **In Favor**

No one spoke in favor of the application.

# **In Neutral**

**Toschi, Steve.** Toschi was called to speak. He said they needed to be very careful in talking about the Columbia Community Mental Health type housing and clogging our city with those. He said he wanted to be sure they gave plenty of notice to the City and the citizens and the direction that our housing was headed.

# In Opposition

No one spoke in opposition.

#### Rebuttal

There was no rebuttal.

#### **End of Oral Testimony**

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

# Close of Public Hearing & Record

# **Deliberations**

Vice Chair Cary noted that these code amendments are strictly non-residential, and have nothing to do with housing.

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Motion: Upon Commissioner Castner's motion and Commissioner Carlson's second, the Planning Commission unanimously recommended approval of the Development Code Amendments as recommended by staff. [AYES: Vice Chair Shoemaker, Commissioner Rosengard, Commissioner Carlson, Commissioner Jacobson, Commissioner Sisco, Commissioner Castner; NAYS: None]

#### **DISCUSSION ITEMS**

#### D. **Update on Floodplain Policy**

Graichen shared this was to update the Commission on the updated floodplain policy. He showed them communities affected by the new policy, including. St. Helens. He said they had received correspondence from FEMA about enacting interim measures by December with permanent measures by next July. He said the model code was based on Oregon code that St. Helens used about 4 years ago, so should be easier to implement when the new laws are enacted.

He shared some of the different models that could be used to meet the standards.

# Architectural Review of Signs at 291 S 1st Street – Lightning Treats & Sweets

Associate Planner Jenny Dimsho reviewed the possible architectural changes to this location. She mentioned that sign permits in the Riverfront District require Historic Landmarks Commission review for compliance with the Design Guidelines.

She mentioned that she had started the process with the new business to get the correct paperwork, she realized what was being installed was potentially not in compliance with the sign code. She said the signage was made from corrugated plastic and was adhered to the building and windows with Velcro. She mentioned this was not a normal practice and made the Planning Department question if these were considered a permanent or a temporary sign. If it was temporary, it would not be subject to architectural review.

She mentioned there was a very traditional storefront at this address with transom windows, storefront windows, and a transom above the windows. She also talked about the recessed doorway, the paneled bulkhead and the kickplate on the door. She said there was six panels that had been adhered over these paneled areas. She said the definition of a sign is very broad and her panels would be considered signs. She mentioned that the applicant had worked with her engineer to remove the lettering as a possible way to meet the sign code.

She said the main question for the commission was whether these signs would be considered a permanent exterior alteration. If not, this discussion item was not necessary. If they did consider that to be a permanent alteration, then she would go into details about the sign.

There was a small discussion about the definitions of temporary signs versus permanent signs.

Thawley, Lenore. Applicant. Thawley was called to speak. She shared about her business and why she used the signage that she did. She mentioned the owner of the building supported the signage she had put up as well. She talked about the type of materials she used and how they were designed to last for many years. She said it was a higher end corrugated acrylic and will not degrade in a timeframe they might be used to in a yard. She did say they were affixed in a way that was very temporary, but they like to think of them as permanent. With this design they can remove them easily and have them fixed or replaced to keep them nice. She said they wanted to delight the eyes with their signs and bring smiles to their faces to hopefully create something that was a little magical for the downtown area.

There was a discussion about the materials and the design of the signs.

discussed the different definitions of each and some conditions they would want to set if considered permanent.

Vice Chair Jennifer Shoemaker said she thought this investment into the signage was done well. She felt it met the standards and it looks nice for the district. She did want to be sure there was no precedent set for future signs to be less quality. Graichen mentioned the difference between permanent and temporary signs. There is a vested right with a permanent sign because the "sign copy" can be changed by right, whereas a temporary sign is something intended to go away.

Commissioner Ginny Carlson mentioned temporary signs should be looked at when they are considered blight, but she felt these signs were done well.

The Commission decided together this application was not an example of a permanent sign.

**Motion:** Upon Vice Chair Shoemaker's motion and Commissioner Rosengard's second, the Planning Commission unanimously agreed the corrugated plastic attached with Velcro does not constitute a permanent exterior alteration. [AYES: Vice Chair Shoemaker, Commissioner Rosengard, Commissioner Carlson, Commissioner Jacobson, Commissioner Sisco, Commissioner Castner; NAYS: None]

# PLANNING DEPARTMENT ACTIVITY REPORT

- F. Planning Department Activity Report June
- G. Planning Department Activity Report July

There was no discussion on the Planning Department Activity Reports.

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

- H. Temporary Use Permit at 2295 Gable Road Sabater
- I. Site Design Review (Minor) at 144 S River Street Lopez
- J. Temporary Sign Permit at 2100 Block of Columbia Blvd Columbia County Fairgrounds
- K. Site Design Review (Minor) at 134 N River Street Hubbard
- L. Lot Line Adjustments at North Side of 154 S 6<sup>th</sup> Street & across S 6<sup>th</sup> Street from 135 S 6<sup>th</sup> Street Scholl
- M. Site Design Review at 2180 Gable Road JLJ Earthmovers, LLC

There was a small discussion on what the City Planner looks at to make these types of decisions.

#### **PROACTIVE ITEMS**

- N. Architectural Standards
- O. Vacant Storefronts
- P. The Plaza Square

Vice Chair Shoemaker said she would like to move forward with getting other commissioners set in place to be the chair of the subcommittees for the other items on the list. She said some of the Commissioners had expressed interest in getting involved.

Vice Chair Shoemaker wanted to chair the sub-committee for the Plaza Square. Commissioner Brooke Sisco and Commissioner Castner mentioned they wanted to participate in this committee as well.

There was a discussion of Commissioner Carlson, Commissioner Jacobson, and Commissioner Rosengard working together to move forward on the Vacant Storefronts as a sub-committee.

### FOR YOUR INFORMATION ITEMS

Commissioner Carlson asked about an update for the property that cleared trees off Gable Road. She said it looked like there was going to be a storage facility with an access point placed there.. She

wanted to know what frontage improvements are required for these new developments. Graichen mentioned it depends on the development as to what they can require. Graichen said some of the blackberry plants and tall grass can be reported to Code Enforcement for removal.

Dimsho mentioned there was a mistake made for the Certified Local Government Historic Preservation Grant. The owners at S. 3<sup>rd</sup> Street installed historically inaccurate windows.. Because of this, Dimsho had to negotiate with the state to remove the incorrect windows from the grant.

#### **ADJOURNMENT**

There being no further business before the Planning Commission, the meeting was adjourned at 7:51 p.m.

Respectfully submitted,

Christina Sullivan Community Development Administrative Assistant



# PARKS AND TRAILS COMMISSION

Monday, August 12, 2024

# **APPROVED MINUTES**

#### **MEMBERS PRESENT**

Chair Scott Jacobson
Vice Chair Dana Lathrope
Commissioner Jerry Belcher
Commissioner Howard Blumenthal
Commissioner Reid Herman
Commissioner Lynne Pettit
Commissioner Jacob Woodruff
Commissioner Nicholas Helmich

#### **MEMBERS ABSENT**

Commissioner Paul Barlow

#### STAFF PRESENT

Buck Tupper, Facilities Maintenance Supervisor Brandon Sundeen, City Councilor Sheri Ingram, P&T Commission Secretary Lisa Scholl, Deputy City Recorder

### **OTHERS**

Steve Toschi Robin Toschi Zach Sylvester

CALL TO ORDER - 4:00 p.m.

# TOPICS FROM THE FLOOR: From attendees not otherwise of the agenda

S. Toschi said he has walked every inch of the urban trail more than once and part of it runs by his house and he came to talk about the request for the signage grant for the unfenced cliff. As far as the risk of falling off cliff and doesn't think a sign should be put up. There is a better use of money for signs in other areas along the trail. Oregon has very strong law of public entities regarding public use and he thinks a sign will cause more problems than it will solve. They don't have to warn about obvious things. The law is sufficient. If they put up some kind of barrier, there are options that will preserve the view. He thinks a sign will cause more harm than good. With Oregon statutes, it is an obvious risk and there are ways to build low impact barriers. They are willing to help if there is a desire to put stairs by tree or railing. They can help with getting donations.

Zach Sylvester lives on Goodman lane and is here about the net at Campbell Park. It needs to be repaired and put back up. Tupper said he has looked into prices of a new one and talked to

leagues. Insurance agent says it's not really a liability but cost is about \$2000 for a new one. They will stitch up old one for now and will try to get a new one up before the rains hit and it gets soft in there.

Going back to the Urban Trail, Belcher also thinks there should be a barrier there and if there was, we wouldn't need a fence. It should be safe and attractive. It is the nicest viewpoint between Portland and Astoria. If it was a State or Federal road, he is willing to bet money there would be a barrier along there. Three people have gone off it over the years. It has since been cleaned off so it is a 50' drop with asphalt at the bottom. He thinks the City would be totally liable because three people have already gone off and a road goes by it. If there is a barrier, we don't need a sign. There are other cliffs in town but not right next to a road.

Lathrope agrees and considering cost and time, would they consider a less intrusive sign until barrier is put up. Belcher is good with majority decision. He thinks there should be a barrier even if there is not an urban trail. Tupper said he will talk to engineering, insurance, lawyer to see what liability is.

# **NEW BUSINESS**

# 1. Review Scappoose Bay Watershed Council IGA Renewal

Taylor Theel with SBWC had PowerPoint on what they have done over the last year and summarized last fiscal year and talked about the new IGA.

Pettit said the contact person listed is the Parks and Rec Coordinator needs to be changed to Buck Tupper, Facility Maintenance Supervisor.

Tupper said the IGA does not come out of the Parks fund. It comes out of the Comm Dev forestry fund. Scott asked if different from last year and she said it's the same.

Motion made by Commissioner Blumenthal and seconded by Commissioner Woodruff to recommend that Council approve the new IGA with Scappoose Bay Watershed Council with an edit to the contact person.

Voting Yea: Chair Jacobson, Vice Chair Lathrope, Commissioner Belcher, Commissioner Blumenthal, Commissioner Hellmich, Commissioner Herman, Commissioner Pettit, Commissioner Woodruff

# 2. Campbell Field Softball Net - Nick Hellmich

Discussed during Topics from the Floor.

### 3. New Urban Trail Subcommittee - Commissioner Belcher

Belcher thinks this is a moot question now. When they talked about this three meetings ago, they decided the chairman of the subcommittee can call meetings. The next time they call a meeting, he will contact Kathy so it can be put in the paper and he hopes everyone who is interested shows up. One of the members would take the minutes. They were told with a subcommittee meeting, they would not have to have a City employee there. That is why he will call this null and void. (After this meeting, Kathy sent out information that says subcommittee meetings must be treated like regular meetings. They must be advertised and recorded and minutes taken and held in an ADA accessible place so they need to be at City Hall and City staff will have to be present.)

# 4. Request for Signage Grant for Unfenced Cliff - Commissioner Belcher

Belcher said he still thinks a good idea to have a sign. He thinks there will eventually be a barrier and if there is, they don't need one. He would have like to have sign made with grant money we got. Whether it will be put up or not may be up to other people. He asked how much the grant was

and Blumenthal thought it was \$1500 or \$2000. Lathrope supports a sign. Belcher would like to see all the requests for signs and then they can decide what to spend the grant money on. Pettit would like to see it used for one at the BMX track to replace one that was stolen.

# 5. Sign Grant Awarded to City - Howard Blumenthal

Blumenthal said this discussion goes into his agenda item and the sign with rules at Grey Cliff is not legible. And they need a sign saying the lower area is a leash area because a lot of people say the whole park is off leash and it isn't. Lathrope said that is an issue at every park.

Belcher is willing to take the cliff sign off the list. Lathrope said they have grant money and money raised by Tina so should get cost estimates on them and they can decide. Blumenthal said we need a sign for Civic Pride park and Tupper said it is on his list. Jacobson doesn't think it's needed by the cliff and Belcher said the Urban Trail is on other side of street from the cliff.

They will send their sign requests in and Tupper can get some estimates on costs so they can discuss at the next meeting.

# 6. Sand Island - Scott Jacobson

Jacobsen said he got an email from Patrick Birkle about a lot of trees being taken out and putting in more campsites than originally agreed on. Belcher said they did see the contract but did it have anything about how many campsites they could have and Jacobson said it did not. Woodruff said they had talked about only removing trees that were downed and damaged and Jacobson said Birkle indicated more that that were being removed. Belcher said any structures being built would need to go through P&T, Council and Planning. Woodruff thought they had been told about them already. Blumethal said they went through the process and planning before Parks &Trails found out about it. Tupper said Zaher is the City Forester and Cameron Page is the Parks Specialist so they would be contact points.

Lathrope said she has seen feedback on concerns for accessibility to Sand Island. It appears they used to shuttle for day use but currently are not allowing anyone unless they pay for overnight camping. Maybe some clear communication with the public should be made. The general public doesn't understand why city is not letting people go over when it is a contractor operating it. Tupper said it would be good to talk to Crystal King, the Communications Officer about that so she could put something together to put out on social media. Hellmich said they had an idea to take CCMH clients to Sand Island and he received an email on June 3<sup>rd</sup> that said they did not have a day use shuttle available due to staffing issues. Belcher said transportation wasn't in the contract. If the city was running it, people would still have to find their own way over so nothing is being taken away by having a contractor who can't do it. Jacobson said they should take another look at the agreement and discuss it at the next meeting. Lathrope said it could take away a lot of the frustration at the city. Belcher said either party can open the contract at any time to break it and renegotiate.

# 7. Roles & Responsibilities of Commissioners - Dana Lathrope

Lathrope said in our Bylaws Article 2 that talks about the Purpose and Powers of the Commission, it is to be a liaison for the parks and make recommendations to Council and perform any tasks as directed by Council to perform. In addition, there are some responsibilities and duties in the Municipal Code. Article 5 in reference to officers, the role of the Chair is to conduct all meetings in an orderly manner and can vote but can't make motions and the Vice Chair's role is to stand in in absence of Chair. In the Municipal Code section 2.74.090 Responsibilities, Powers and Duties, she would like everyone to go through and look at them over and have a more detailed discussion at the next meeting after everyone has looked it over to clarify their rolls and what their true responsibilities are and boundaries. They should consider park assignments and taking actions on proposals. A few things

they do are not clearly outlined in the bylaws like park assignments. They can make clarifying edits in bylaws by vote. Right now, it could make a potential liability if they go above and beyond what their duties are. They should be making recommendations to Council rather than taking action on things especially prior to going to the Council in the first place. That isn't technically what they should be doing. The Municipal Code is on the City's website and they decided to discuss it at the November meeting. They should also look through the Bylaws and see if there is anything else they feel should be updated.

## **OLD BUSINESS**

# 8. Milton Creek Reserve - Standing Item

Jacobson sent out an email with a proposal on moving forward with it. Belcher thinks they should have a special meeting to talk about what they would like to accomplish. He would like to see a trail and the old Boise park become a City park and see the camas field saved and all the little quarry sites. At some point, they need to get the City Administrator and the Mayor involved in it. Jacobson said they can open a dialogue with the Port but have to get the OK from the City and he's not sure of the best way forward. Jacobson thinks they should talk to Walsh and branch out from there. Sundeen suggested they come up with a plan to present to council and have Walsh involved because he has powers and duties the council doesn't have. Belcher proposes that Jacobson meet with Walsh and Sundeen and he can be there too to discuss the Milton Creek Woodland Project. Lathrope would like a group consensus about the plan before they make an initial meeting. Tupper said they should come in with a footprint of how much land you want and put it on a map and see how that goes over. Later you can make a broader plan. Lathrope suggested a special meeting to come up with a plan. Tupper thinks they should do it soon as there is a lot of discussion on the sale of the property. Belcher will get maps. He asked if there were other plots for sale and Sundeen said other areas have not been plotted out and are not for sale yet.

# 9. Review Annual Report to City Council - Chair Jacobson

Pettit prepared a nice report for Council and he asked if she could add a slide for the Urban Trail, the Milton Creek Reserve and the sign grant. Pettit said they could put them on a slide for thing they hope to do. Send her an email on those items and she can add a slide. Jacobson will be there and does anyone want to help present. It will be at the September 4<sup>th</sup> Work Session.

#### STAFF REPORT

Tupper said the parks are full. They took down antique swings at Godfrey with worn parts that were unsafe. They have been off for three weeks and they may have to get rid of them if they can't get parts. They trimmed trees on 6th Street around the park. Youth football will be using the field for practice. They installed working timers on all the restrooms. Having 13 Nights at McCormick Park seems to be going well and there have been no big issues. PUD will be replacing a light bulb at one of the softball fields tomorrow.

#### **COUNCILOR'S REPORT**

Sundeen said he wanted to thank them and the parks crew for all the good work they are doing. He thinks it's been great to highlight McCormick Park with 13 Nights. There are a few more chances to see it. He was a little surprised at the number of people who reached out to him wanting to keep it there. They like the location, the playground and the parking. He thinks they intend to take it back to the river next year but doesn't see why they couldn't have concerts and events there now that it is an option. Jacobson said he went to one and he was surprised how well he liked it there.

# **DISCUSSION ITEMS**

Blumenthal is concerned about microplastics from the 1/2 mile of construction fence that is breaking up and going into river. Tupper said it is scheduled to be replaced. Blumenthal said the question then is ow much of the old stuff gets picked up. Hopefully we will now more in the next couple of weeks.

Pettit said they need to update the Parks list to add Hellmich and Herman. Jacobson asked them if they would email him which parks they were interested in being assigned.

Jerry will give a report on the Botanical Gardens and Godfrey in November.

Lathrope has a stack pf Parks pamphlets if anyone wants any.

# **ADJOURNMENT**

6:05

# City of St. Helens

Consent Agenda for Approval

# CITY COUNCIL MINUTES

Presented for approval on this 2<sup>nd</sup> day of October, 2024 are the following Council minutes:

# 2024

- Work Session, Executive Session, Public Hearings, and Regular Session Minutes dated June 19, 2024
- Work Session, Executive Session, and Regular Session Minutes dated July 16, 2024
- Special Session and Public Hearing Minutes dated August 27, 2024

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



# **COUNCIL WORK SESSION**

Wednesday, June 19, 2024

# **DRAFT MINUTES**

# **MEMBERS PRESENT**

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

# **STAFF PRESENT**

John Walsh, City Administrator
Kathy Payne, City Recorder
Lisa Scholl, Deputy City Recorder
Gloria Butsch, Finance Director

Jacob Graichen, City Planner
Jenny Dimsho, Associate Planner
Bill Monahan, Contracted City Attorney
Ashley Wigod, Contracted City Attorney

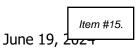
## **OTHERS**

Ron Trommlitz Paul Vogel
Steve Topaz Chris Iverson
Mitz David Wasylenko
Brady Preheim Scott Jacobson
Jennifer Shoemaker

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

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

- Ron Trommlitz. Reviewed his concerns about the 2 million-gallon (2MG) water reservoir, the City's lack of transparency regarding the failure of the reservoir's rehabilitation, and the confusing Council update by Public Works on replacement of the reservoir.
- Brady Preheim. Thanked the Council for not eliminating visitor comments during work sessions. He addressed the Event Coordinator presentations/interviews and the RFP process, citing concerns that Councilor Hubbard was biased. He asked how the applicants were vetted, noting one applicant had incorrect data, adding he was waiting for his public records request for the score sheets. He described how the past Tourism Committee and the entire process was a disaster, opposing a revival of the Committee.
- ♦ <u>Steve Topaz</u>. Pleased to see all the Council minutes in the agenda for approval, unfortunately the information in the minutes was unavailable for use at meetings prior to tonight. Later today, a public hearing would be held on the Millard property and later on, Council would declare the property surplus. He described the proper procedure to declare property surplus and believed the City would be sued for not following procedure and any sale would be declared null and void.



Contracted Attorney Bill Monahan, who was retiring, introduced Ashley Wigod who would be the City's new contracted attorney, describing her experience.

He confirmed the procedure regarding the surplus property had been followed properly as the meeting had been noticed by City Recorder Payne and a public hearing would be held tonight. He agreed to attend tonight's meeting at Mayor Scholl's request.

#### **DISCUSSION TOPICS**

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

Chris Iverson and David Wasylenko presented the annual report, a copy of which was included in the archive packet for this meeting, and hard copies were distributed to Council. Key items included a comparison of premiums for the upcoming year with the expiring year, and highlighting coverage for liability, auto, property, earthquake, flood, crime, cyber, and Workers' Compensation with SAIF. They offered to discuss particulars on current litigated claims with the Council either one-on-one or during an executive session.

Ouestions from the Council were addressed as follows:

- Previously nothing was insured at Sand Island campgrounds, as it was under construction.
- The agents recommended the City consider upgrading its cyber coverage. They would talk to City Administrator Walsh about upgrading and try to get the Council numbers on proceeding, as there were some IT requirements for the higher limits.
- The cyber coverage limit was increased about two years ago.

Mayor Scholl believed looking into higher limits for cyber claims was a good idea.

# 2. Discussion regarding Downtown Parking - City Planner Jacob Graichen

City Planner Graichen reviewed his report, a copy of which was included in the archive packet for this meeting. Key items presented included permanent use as an exception to off-street parking in the Houlton Business District and Riverfront District; parking options, including lots and street parking in the downtown core, and the current sensitivity about the downtown parking supply due to the construction. He noted future expected increased demand included the County fully occupying the John Gumm School, highlighting opportunities for additional capacity with parallel parking on Columbia Boulevard and angled parking on St. Helens Street in the north area of downtown and opportunities in the south. He noted the City's last parking study was in 2002 and the Urban Renewal Plan's included a public parking management strategy.

Mayor Scholl noted the genesis of the discussion was a downtown building proposal being denied by the Planning Commission due to lack of parking. The Council should start talking about preventing such issues.

Planning Commissioner Jacobson said the Transportation Master Plan addressed the matter, adding that with the events the city had, mass transit was needed, such as shuttles and buses.

Mayor Scholl described how the 5<sup>th</sup> Street/St. Helens Street intersection area could be used for parking and City Administrator Walsh indicated the area's location, which was near the river and noted the Sorensons' private property nearby. Commissioner Jacobson recalled ideas around parking within the new development area. A brief discussion ensued about ways to utilize different areas for parking.

Planning Commissioner Shoemaker stated the Planning Commission did not want any implied development moratoriums because of parking. She was interested in doing a shared cost with developers on a parking garage, adding deeded parking was a possibility for funding.

Graichen clarified that off-street parking requirements still applied to the Riverfront and Houlton Districts; however, parking exceptions in such districts were not unlimited, citing a new building project that required a substantial variance.

Council President Chilton stated the plan should be updated and accounted for in the next Urban Renewal Budget, and asked what Council could do right now to address the parking issue, such as changing parallel parking spaces to diagonal spaces. Graichen replied the Public Works Director should be included in such discussions, but agreed as far as a capital improvement, adding capacity could be done cheaply with paint to re-stripe for angled parking, especially along Columbia Blvd.

Associate Planner Dimsho confirmed Urban Renewal had the authority to do a development agreement with a future owner which would establish terms and conditions on the sale which could include a shared parking arrangement on a City-owned piece of property within Urban Renewal District.

Commissioner Shoemaker noted that creating a temporary parking area on a City-owned property could cause issues when the City was ready to build a parking structure on that same land.

Mayor Scholl noted the 5<sup>th</sup> Street property was rarely full and less than two blocks away from where people wanted to go. He confirmed the City owned a parcel behind John Gumm School as well as another property he indicated on a map that fed into 3<sup>rd</sup> Street.

Associate Planner Dimsho noted Holcomb would have a grandfathered parking demand if he successfully brought back the Klondike Hotel due to the previous use, so he would not be limited like new developments.

Councilor Gundersen understood the Planning Commission's decision to deny was because the variance request was excessive. The city would have parking in the future, and it was a shame to not let development occur and deny an application for such a great building simply because of parking; perhaps projects could get a green light with a caveat that parking would be available.

Council discussed donating the City-owned property at the 5<sup>th</sup> Street/St. Helens Street intersection area and having the new owners do improvements, noting the land could be reclaimed for development or a parking structure. The City owned lot could be a good permanent solution for a parking garage, so using the area up against the bluff could be a temporary solution. It was important to find a solution now before a developer came in wanting parking exceptions and setting precedents for future developers.

Associate Planner Dimsho noted the Riverfront District had three subdistricts, and per the Code, a development agreement with a future developer in the Plaza Subdistrict could trump all other requirements in the zoning district if the Council agreed to the terms of the agreement, which provided some flexibility around parking.

City Administrator Walsh described the limitations of working with a master developer and the difficulty of finding a wholistic solution when doing parking a la carte.

Council President Chilton wanted to see a temporary parking lot downtown, maybe in the Mill District, until things change downtown, and then look into the Urban Renewal Budget for a full scope parking plan.

Mayor Scholl suggested using a cutout by the stairwell for temporary parking, noting the sidewalk had not been put in yet.

Discussion continued about whether a temporary lot would have helped the development that was denied. While the capacity would not have been onsite, a temporary lot could be used, depending how the City managed the lot, and could be a basis for a variance argument. With the increased parking capacity, a variance request could be within a closer scale.

Planning and Engineering staff were asked to work together to consider options like an interim service lot and re-striping for angled parking.

Walsh noted the Urban Renewal Agency did have the re-striping as a project, noting Transportation Growth Management (TGM) funding could also be pursued for parking solutions. He confirmed including such projects in the updated Transportation Systems Plan (TSP) would increase the City's ability to be awarded grants. He noted the 5<sup>th</sup> Street to 7<sup>th</sup> Street area was a potential parking lot location for staff to explore, adding much of the area was in the right-of-way, giving the City some flexibility on the lot design.

Mayor Scholl stated Walsh had the Council's authority to see if the Sorenson's, who owned property along 5th Street and Old Portland Road, would be interested in selling.

# 3. Review Joint Memorandum of Understanding with Columbia Economic Team for Growing Rural Oregon (GRO) Initiative - CET Executive Director Paul Vogel

Paul Vogel reviewed the Memorandum of Understanding (MOU), which was a housekeeping item to address transitions that occurred with CET assuming the role of coordinator. There was no material change to the grant amount and The Ford Family Foundation was fine with the new arrangement. A copy of the MOU was included in the archive packet for this meeting.

Mayor Scholl emphasized power remained a priority, and CET should let the City know anything it could do to assist in the process. Mr. Vogel agreed and reported on CET's recent efforts, including two grant applications, one for preliminary design of the substation and one for transmission and load planning. In terms of requests for power, CET had met with Project Arcadia, connecting them with several different entities. Additionally, the purchaser at Armstrong was meeting with the PUD yesterday and both load requirements were within a reasonable threshold. CET did a site visit with Columbia Commerce Center this morning and its power ramp fits within the thresholds; its 50-megawatt requirement would be needed in about nine years, which is much more favorable than the Project Sprint requirements. He noted CET finally had the funding intended to help the community aspect and support utilities.

Mayor Scholl reported another solar cell manufacturer had reached out, and he told them the City had the water and sewer, but not the power for their company, encouraging them to reach back out in about five years.

# 4. Discussion regarding Possibility of Bringing Back a Tourism Committee

Mayor Scholl believed having a Tourism Committee was a good idea. Given the public testimony, Council should be sure to work with the contractor for the first six months or so, being open to their ideas with Council being the ultimate authority that knew the community well.

Key discussion items on bringing back a Tourism Committee were as follows:

- Treadway would need the most assistance in the beginning, and Council should step up to provide direction and community insights so City Administrator Walsh would not end up with extra work. Hard decisions would be made upfront and things would get easier. After six months or so, a committee could be formed if further direction is needed.
- It would be good to know why the previous committee was described as a "disaster" to avoid repeating the same results.
- Discussion is needed around the committee's role and how it would work with the contractor.
- The prior Tourism Committee consisted of stakeholders, including a City Councilor, Chamber representative, and business owner. Including residents on the Committee was suggested to provide further community insights.
- Council would hear a lot from people as the work begins, which may help inform how the committee could help carry tourism onward.

- Previously, when the Tourism Committee was working, the City's part-time tourism director at the time was more focused on marketing, not events. At the time, it was determined that hotels were able to accommodate events in town.
- Forming the committee would require additional work by staff, including taking minutes, being present at the meetings, etc.
- Understanding both Council's and Treadway's roles would be important as well as to delineate the responsibilities.
- Council should work with Treadway, addressing any issues or information requested, during public
  meetings by having Treadway on the agenda to avoid serial meetings. Council must also be mindful
  of any ex parte contact.
- Tourism should be taken off Council's plate as soon as possible since Council's role was to set policy and address other matters.

Council consented to work with the contractor, Treadway, during the transition and to engage the public on what was happening. Forming a Tourism Committee could be revisited after several months.

Mayor Scholl commended Tina Curry for all her long hours and hard work as Event Coordinator for the past 10 years.

# 5. Report from City Administrator John Walsh

City Administrator Walsh reported that the notice of intent to award the tourism contract to Treadway went out yesterday. The seven-day limit to protest would end June 25. Treadway would be in town to attend 13 Nights on the River.

He explained that band performances were booked through July 4. The next performance in question
was on July 11, so nine more bands were needed. He clarified the bands were reserved but not yet
contracted.

Mayor Scholl stated Hit Machine wanted to play. He noted the vendors expressed concerns about paying for their food trucks and wanted the City to keep the event going. He added if Treadway was not on board by July 11, City Administrator Walsh was empowered to manage the event.

Walsh stated with no alcohol revenue, the City would have some expenses to pay for the bands, and he was nervous about how to get the revenue. As far as the money in the Wauna account, the E2C financial summaries are being requested for review, but the documents would not be available by June 30. He provided details regarding the E2C contract.

Finance Director Butsch explained the budget may be affected by timing on revenues coming in and the change of contractors, however, the City would be able to cover the expenses of bands for 13 Nights. The important part was making sure someone could manage the event.

City Administrator Walsh explained that to fast track the contract with Treadway, Council would need to hold a special meeting. However, as Spirit of Halloweentown and 13 Nights had grown into very popular events, drawing people from outside the area, maintaining continuity for both residents' and visitors' expectations was important. Without another contractor on board, the work fell to staff. He described some of the important work that Staff was not getting done. It was difficult to meet expectations when spread so thin. Council President Chilton reminded him to ask Council for support. He concluded his report stating:

- The Kiwanis Parade was great, and the weather looked to be great for Citizens Day in the Park.
- Brent Keller from Mason, Bruce, and Girard reached out for confirmation that the City wanted to move forward with the bid process for the timber sale. Council confirmed the answer was yes.

Mayor Scholl added he checked with IGA, Sunshine, Safeway, and followed up with Stan's, noting the Citizens Day event was coming together and looked like it was a go. More volunteers were always needed.

# **ADJOURN - 3:35 p.m.**

# **EXECUTIVE SESSION**

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

Respectfully submitted by Lisa Scholl, Deputy City Reco	rder.
ATTEST:	
Kathy Payne, City Recorder	Rick Scholl, Mayor

Item #15.

# City of St. Helens **CITY COUNCIL**

# **Executive Session Summary**

June 19, 2024

**Members Present:** Rick Scholl, Mayor

> Jessica Chilton, Council President Mark Gundersen, Councilor Brandon Sundeen, Councilor Russell Hubbard, Councilor

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

Kathy Payne, City Recorder

Others: William Monahan, City Attorney with Jordan Ramis PC (via Zoom)

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

At 3:37 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Other than Labor Negotiator Consultations, representatives of the news media, designated staff, and other persons as approved shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the Council Chambers. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- Real Property Transactions, under ORS 192.660(2)(e)
  - Update on potential lease or purchase of property for a new public safety facility.
- Consult with Legal Counsel/Litigation, under ORS 192.660(2)(h)
  - Update on current litigation regarding claims filed against the City.

The Executive Session was adjourned at 4:00 p.m.



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

ATTEST:



Wednesday, June 19, 2024

# **DRAFT MINUTES**

# **MEMBERS PRESENT**

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

# **STAFF**

John Walsh, City Administrator Kathy Payne, City Recorder Lisa Scholl, Deputy City Recorder Jacob Graichen, City Planner Jenny Dimsho, Associate City Planner Bill Monahan, Contracted City Attorney

#### **OTHERS**

Judy Thompson Corneliocuriel Mitz **Brady Preheim** 

# OPEN PUBLIC HEARING - 6:00 p.m.

#### **TOPIC**

- 1. Sale of City-Owned Properties on Millard Road described as:
  - Tax Account No. 29254, Map No. 4N1W-8CB-00400,16.3 Acres
  - Tax Account No. 29246, Map No. 4N1W-8BC-02600, 6.86 Acres

City Attorney Monahan reviewed the requirements of a public hearing for the sale of City-owned property, addressed questions received in a public comment from Steve Toschi, and confirmed statutory requirements had been followed. He stated the Council was responsible to disclose the terms of sale and the appraisal of the market value of the property during this public hearing.

City Administrator Walsh stated the City had received three estimates for the property value, the appraisal had come in at \$1,065,000, and they felt based on lot prices the value was around \$2.7 - \$3 million. He clarified the sale of the property was pending approval from the Council.

# **PUBLIC COMMENT**

♠ Brady Preheim. Expressed concern over the price being too low for the value of the property, noting \$3.3 million had been invested in purchasing and building infrastructure on the property, and it was worth \$4.6 million or more. He stated the public hearing should occur before hearing offers to purchase the property, the Council had included \$1.1 million in property sales in the current Budget against the advice of the Finance Director, and he felt the sale was unethical.

Mayor Scholl reviewed the process of appraisal, picking a realtor, marketing, and selecting a development plan for the property.

There was discussion on the property being raw land and not buildable lots and wanting the property to be developed into single-family homes.

City Planner Graichen talked about the history of the property ownership, the mixed-use zoning, the legal inability to discriminate between development of duplexes and single-family homes, and putting an agreement in the transaction to develop single-family homes. It was noted that two thirds of the land had already been City-owned property.

City Attorney Monahan detailed the next steps including approving a resolution determining the land had no identified public use and directing staff to proceed with the sale.

Mayor Scholl confirmed Resolution 2014 would be on the agenda for tonight's regular session.

# **CLOSE PUBLIC HEARING – 6:27 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Rec	corder.
ATTEST:	
Kathy Payno City Recorder	Rick Scholl, Mayor
Kathy Payne, City Recorder	RICK SCHOIL, Mayor



Wednesday, June 19, 2024

# **DRAFT MINUTES**

### **MEMBERS PRESENT**

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

#### **STAFF**

John Walsh, City Administrator Kathy Payne, City Recorder Lisa Scholl, Deputy City Recorder Jacob Graichen, City Planner Jenny Dimsho, Associate Planner Bill Monahan, Contracted City Attorney

# **OTHERS**

Mitz Brady Preheim J. Massey
Judy Thompson Christina Wallace Nick Hellmich
Corneliocuriel Nathan Wallace

# **OPEN PUBLIC HEARING – 6:27 p.m.**

# **TOPIC**

# 1. Annexation of Property Located at 35456 E. Division Road (Dahlgren)

Associate Planner Jenny Dimsho covered preliminary matters. There were no potential or actual conflicts of interest, bias in this matter, exparte communications, or site visits. There were no objections from the audience for the Council to make a fair decision. Dimsho went on to review the staff report, a copy of which is included in the archive packet for this meeting. Planning Commission recommends approval with a zone of Highway Commercial.

#### **PUBLIC COMMENT - None**

CLOSE PUBLIC HEARING — 6:35 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:		
Kathy Payne, City Recorder	Rick Scholl, Mayor	

Page 1 of 1



Wednesday, June 19, 2024

# **DRAFT MINUTES**

### **MEMBERS PRESENT**

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

### **STAFF**

John Walsh, City Administrator Jacob Graichen, City Planner Kathy Payne, City Recorder Jenny Dimsho, Associate Planner Lisa Scholl, Deputy City Recorder Bill Monahan, Contracted City Attorney

#### **OTHERS**

Mitz Brady Preheim J. Massey Christina Wallace Nick Hellmich Judy Thompson Nathan Wallace Corneliocuriel

# **OPEN PUBLIC HEARING – 6:36 p.m.**

#### **TOPIC**

# 1. Annexation of Property West, South, and East of 58212 Old Portland Road (Port of **Columbia County**)

Associate Planner Jenny Dimsho covered preliminary matters. There were no potential or actual conflicts of interest, bias in this matter, exparte communications, or site visits. There were no objections from the audience for the Council to make a fair decision. Dimsho went on to review the staff report, a copy of which is included in the archive packet for this meeting. Planning Commission recommends approval with a zoning of Heavy Industrial.

#### **PUBLIC COMMENT - None**

CLOSE PUBLIC HEARING — 6:42 p.m.

Respectfully	submitted	hy Lisa	Scholl	Denuty	City	Recorder

Respectfully submitted by Lisa Scholl, Deputy Ci	ty Recorder.	
ATTEST:		
Kathy Payne, City Recorder	Rick Scholl, Mayor	



Wednesday, June 19, 2024

# **DRAFT MINUTES**

### **MEMBERS PRESENT**

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

### **STAFF**

John Walsh, City Administrator
Kathy Payne, City Recorder
Lisa Scholl, Deputy City Recorder

Jacob Graichen, City Planner
Jenny Dimsho, Associate Planner
Bill Monahan, Contracted City Attorney

#### **OTHERS**

Mitz Brady Preheim J. Massey
Judy Thompson Christina Wallace Nick Hellmich
Corneliocuriel Nathan Wallace

**OPEN PUBLIC HEARING - 6:45 p.m.** 

#### OI LITT ODLIG TILAKTING 0.4

# **TOPIC**

# 1. Annexation of Property Located at 2180 Gable Road (JLJ Earthmovers, LLC)

City Planner Jacob Graichen covered preliminary matters and asked the Council if there were any potential or actual conflicts of interest, bias in this matter, ex-parte communication, or site visit. Mayor Scholl declared that he is related to Schlumpberger. There were no objections from the audience for Council to make a fair decision. Graichen went on to review the staff report. Planning Commission recommends approval with a zoning of Light Industrial, with a condition referring to the access point as written in the staff report.

#### **PUBLIC COMMENT - None**

CLOSE PUBLIC HEARING — 6:54 p.m.

Respectfully	cuhmittad	hy Lies	Scholl	Denuty	City [	2acordar
RESDECTION	SUDHILLEU	110 1150	ı əchon.	DEDULY	Cally r	vecoraer.

ATTEST:		
Kathy Payne, City Recorder	Rick Scholl, Mayor	

Page 1 of 1



# **COUNCIL REGULAR SESSION**

Wednesday, June 19, 2024

# **DRAFT MINUTES**

### **MEMBERS PRESENT**

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

# **STAFF**

John Walsh, City Administrator Jacob Graichen, City Planner

Kathy Payne, City Recorder

Jenny Dimsho, Associate City Planner
Lisa Scholl, Deputy City Recorder

Bill Monahan, Contracted City Attorney

# **OTHERS**

Judy Thompson Brady Preheim Robyn

Corneliocuriel Steve Toschi Christina Wallace Mitz Jim Coleman Nathan Wallace

J. Massey Nick Hellmich

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

# **PLEDGE OF ALLEGIANCE**

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

- Brady Preheim. Urged the Council to only allow the sale of single-family lots, not apartments, on the Millard Road property when sold. He expressed concern over the price of the sale, noting it was unethical for the buyer and seller to be represented by the same realtor. He wanted more information on how companies had been vetted and scored during the Tourism contract request for proposals (RFP) process.
- ◆ <u>Jennifer Massey</u>. Spoke on behalf of herself and Friends Against Fraudulent Organizations Doing Detective Stuff (FAFODDS) issuing a public notice to two individuals to cease and desist engaging in defamation, slander, and libel. She clarified the involvement she and FAFODDS had in seeking more answers about the City's Tourism contract and the reason for her phone call to the Department of Justice (DOJ) to verify how volunteers could be paid. She urged John Walsh to dispel misinformation by stating there had not been an official audit, only a financial summary. She noted the undertone of threat and litigation and encouraged the Council to find truth by discovery and deposition.
- Nick Hellmich. Expressed concerns over whether the City was paying the insurance for the cabins on Sand Island rather than the company renting the cabins. He invited everyone to his barbecue on July 13, 2024.

- Adam St. Pierre. Stated there appeared to be misinformation about the Tourism RFP process and whether E2C was the contractor. He explained his understanding of the Tourism RFP proceedings to date, stating the lack of providing financials seemed intentional. He wanted John Walsh to respond at tonight's meeting with clarification about Halloweentown financials and the Tourism funds in the Wauna account.
- Steve Toschi. Noted the Millard Road property was still listed as pending on the MLS, meaning there was a sales contract; however, he had seen no appraisal and there had been no public hearing or resolution approving the sale. He requested all the proposals to purchase the property.

Mayor Scholl clarified there had been an appraisal, the public hearing for the Millard Road property sale had occurred at 6:00 pm, and the City Attorney had responded via email that all formalities had been met.

Toschi expressed concern over who the Millard Road property would be sold to and how it would be developed. He encouraged Council to vet other proposals to purchase the property before proceeding with the transaction.

# **DELIBERATIONS**

# 1. Annexation of Property Located at 35456 E. Division Road (Dahlgren)

**Motion:** Motion made by Councilor Gundersen and seconded by Mayor Scholl to approve the annexation of 35456 E. Division Road as recommended by staff. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

# 2. Annexation of Property West, South, and East of 58212 Old Portland Road (Port of Columbia County)

**Motion:** Motion made by Councilor Gundersen and seconded by Council President Chilton to approve the annexation of property west, south, and east of 58212 Old Portland Road as recommended by staff. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

# 3. Annexation of Property Located at 2180 Gable Road (JLJ Earthmovers, LLC)

**Motion:** Motion made by Councilor Gundersen and seconded by Councilor Sundeen to approve the annexation of 2180 Gable Road as recommended by staff. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

# **RESOLUTIONS**

**4. Resolution No. 2014:** A Resolution of the City Council of St. Helens, Oregon Declaring City Owned Properties on Millard Road, Tax Account Nos. 29254 and 29246, as Surplus and Authorizing Sale of the Properties in Compliance with ORS 221.725

**Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to adopt Resolution No. 2014.

Discussion noted that all legal formalities had been met, the 16 acres of land had previously belonged to the City and that the City would have an agreement at transaction to only allow single-family homes to be developed.

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

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

5. Joint Memorandum of Understanding with Columbia Economic Team for Growing Rural Oregon (GRO) Initiative

- 6. Second Amendment to Agreement with Mackenzie Engineering, Inc. for Services related to Infrastructure Design Work for the St. Helens Industrial Business Park
- 7. Extension of Agreement with Mark Comfort for Clean-Up of Various Properties within the City

**Motion:** Motion made by Councilor Gundersen and seconded by Council President Chilton to approve '5' through '7' above.

Staff clarified the amendment with Mackenzie Engineering was an extension; no work would begin until a location was determined.

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

#### **CONSENT AGENDA FOR ACCEPTANCE**

- 8. Library Board Minutes dated May 13, 2024
- 9. Planning Commission Minutes dated May 14, 2024

**Motion:** Motion made by Council President Chilton and seconded by Councilor Sundeen to approve '8' and '9' above. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

#### **CONSENT AGENDA FOR APPROVAL**

- 10. City Council Minutes dated February 21, March 6, March 20, April 3, May 1, and May 15, 2024
- 11. Accounts Payable Bill Lists

**Motion:** Motion made by Councilor Gundersen and seconded by Councilor Sundeen to approve `10' and `11' above. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

#### **WORK SESSION ACTION ITEMS**

None

#### **COUNCIL MEMBER REPORTS**

**Council President Chilton** reported Citizen's Day would be held on Saturday.

**Councilor Sundeen** reported on comments he received about the City not putting up flags on Flag Day, noting the Lion's Club and other volunteers alternated between putting up flags for Flag Day and Juneteenth. He thanked Tina Curry for her contributions to the City and encouraged support for Treadway going forward.

**Councilor Gundersen** thanked Tina Curry for her work and reported on the activities of the Columbia River Fire Rescue Board, a scholarship opportunity offered through the Columbia Learning Center Board, and the activities of the Planning Commission.

**Councilor Hubbard** reported the Library was waiting to install solar power, and noted that with Treadway coming in, the Wauna account needed to be addressed.

#### MAYOR SCHOLL REPORTS

Encouraged staying cool and hydrated in the heat, and attending upcoming events including Citizen's Day, and the 4<sup>th</sup> of July dedication of the veterans' memorial. He was confident the City would work out the issues with Tourism. He talked about the rippling impact of the fear of change, noting he would continue serving the community and speaking from his heart.

#### **OTHER BUSINESS**

**ADJOURN - 7:34 p.m.** 

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

Council Regular Session	Draft Minutes	June 19, 2027
		June 13, 2021
ATTEST:		
71.12311		

Rick Scholl, Mayor

Kathy Payne, City Recorder



# **COUNCIL WORK SESSION**

Tuesday, July 16, 2024

# **DRAFT MINUTES**

#### **MEMBERS PRESENT**

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

#### **STAFF**

John Walsh, City Administrator Sharon Darroux, Engineering Manager

Lisa Scholl, Deputy City Recorder Nick Ratliff, Utility Worker I

Crystal King, Communications Officer Ryan Powers, Water Systems Operator

Mike De Roia, Building Official Adam Raethke, Police Officer

Jenny Dimsho, Associate Planner Ashley Wigod, Contracted City Attorney

Mouhamad Zaher, Public Works Director Sam Erskine, Contracted Prosecuting Attorney

#### **OTHERS**

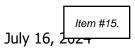
Michael Curri Jespinosa Susan Baker
Jim Coleman MM Patrick Birkle
Mitz Vada Clark Gin Birkle
Andy Bates Steve Topaz Brady Preheim

Jane Garcia

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

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

- Susan Baker. Expressed concerns about the effects on downtown businesses without a tourism contractor in place so close to Spirit of Halloweentown, suggested waiting until October to close downtown, and asked if the City could provide help to create more events or help the businesses who depend on Halloweentown.
- ♦ Patrick and Gin Birkle. Described their work with the Oregon Community Foundation to use Birkle's stipend from his time on the Council for a donor-advised fund, the Birkle Family Environmental Education Fund, with an initial contribution of \$25,000.
- <u>Vada Clark</u>. Fireworks needed to be banned or limited after she had been listening to them for 13 days.
- Steve Topaz. Stated the comments he made at a previous meeting had not been recorded or entered into the record. He reiterated those comments, which were about surplus property, toxic waste at the Millard Road property, and the value of the Millard Road property. He also described the sewer plant re-permit hearing with the Department of Environmental Quality (DEQ) last week, dumping sewage in the river, and the old County Fair dump leaking into McNulty Creek.



Mayor Scholl responded that the City complied with DEQ standards and the dump had nothing to do with sewage. He invited Boise employees to testify that no sewage was beyond the Fairgrounds.

Brady Preheim. Expressed frustrations about construction including that the road being built was too narrow for two lanes, explained why the City should announce whether the Sand Island Sandcastle Competition would happen, and noted it was now four weeks with no contract with Treadway for tourism when they were supposed to sign within seven days.

Public Works Director Zaher confirmed that the intersection by Cowlitz Circle and 1st Street would be a two-lane street.

#### **DISCUSSION TOPICS**

# 1. Employee Length of Service Recognition - Buck Tupper (15), Adam Raethke (5), Nick Ratliff (5), and Ryan Powers (5)

Mayor Scholl presented length of service awards to Ryan Powers, Nick Ratliff, Adam Raethke, and Buck Tupper. He expressed appreciation for all the awardees and the Council commended Tupper for his leadership and dedication.

# 2. Presentation of Strategic Networks Group Broadband Assessment and eStrategy Report - *Michael Curri, SNG Founder & President*

Michael Curri, SNG Founder and President, presented via PowerPoint the final Broadband Assessment and eStrategy report, highlighting background and key findings including high cost and high dissatisfaction with current broadband services and that prime workforce groups would relocate to get better broadband. He noted the data was two years old at this point and concluded with next steps.

There was discussion on the City's reason for having the assessment done, the public-private partnership necessary for digital infrastructure in the greater St. Helens area, potential funding partners, and potential financing structures.

The Council was in agreement to proceed with the next steps outlined by SNG, working with City staff and network planners to ensure the City had capacity to provide in-kind services. City Administrator Walsh confirmed a resolution authorizing staff to proceed with the private investors would be brought to the next meeting.

#### 3. Municipal Court Semi-Annual Report - City Administrator John Walsh

Contracted City Prosecutor Erskine presented the Municipal Court Report, which included a comparison of crimes, revenue for crimes, violation, and revenue for violations between Fiscal Year 2022-2023 and 2023-2024.

Councilors and staff discussed the City's previous consideration to do away with Municipal Court, services provided by the security contractor, and the new defense attorneys.

#### 4. Building Division Semi-Annual Report - Building Official Mike De Roia

Building Official De Roia presented via PowerPoint the Building Division report covering January to June 2024, reviewing permit activity, Intergovernmental Agreements (IGAs), an update on State Building Code which included the new IGA for e-permitting and electronic services which would be on tonight's Regular Session agenda, and completed recertification training. He also highlighted rulemaking coming out of the State this year specific to the Building Codes Division and reviewed building projects underway around the city, concluding with plans in the second half of 2024 to review and propose Code changes which the Council suggested should involve the Planning Commission.

Questions from the Council were addressed confirming all the administrative costs still remain at Columbia City as they do that part, that a state ready-build plan for developers would reduce plan review time and would include a public comment period, and that De Roia was in favor of the minor label

program. He further confirmed there was an empty parcel in between Fast Lube and Dairy Queen who had shared pedestrian access to the right-of-way that needed built.

# 5. Discussion on Special Procurement for Undergrounding Electrical Services on the S. 1st Street – Strand Street Road and Utilities Extension Project - Public Works Director Mouhamad Zaher and Engineering Manager Sharon Darroux

Public Works Director Zaher reviewed via PowerPoint the special procurements rules, the status of the Waterfront Project which was 70 percent complete, upcoming improvements and work, the procurement timeline for undergrounding the electrical services, price negotiations, and a summary of the findings for the special procurement. Staff recommended approval at tonight's Regular Session to move forward with the undergrounding.

Questions and comments from the Council were addressed about the inlay of basalt into the sidewalks, the intersection work, and confirming the final price was for all construction plans, which the 31 percent savings in cost came from a year of rough negotiations, and that Moore Excavation, Inc. (MEI) would return to complete the work.

# 6. Discussion regarding Lumen's Refusal to Cooperate with Downtown Construction Projects - *Public Works Director Mouhamad Zaher and Engineering Manager Sharon Darroux*

Public Works Director Zaher described how Lumen had fought with the City the last two years claiming the undergrounding project was a beautification project which meant the City should pay to have Lumen do any undergrounding work. The City had explained the undergrounding was a Capital Improvement Project and sent Lumen warning letters as Lumen had no franchise agreement with the City. The City got some traction, but Lumen was still moving too slowly which was the genesis of the resolution on tonight's Regular Session agenda.

It was confirmed Lumen was an internet service. Initially the City told them to provide services so the undergrounding could be figured out, but Lumen said that was not possible because their service was proprietary. Engineering Manager Darroux added background information about further lack of cooperation from Lumen. She believed with the resolution, written by Jordan Ramis, Lumen would start cooperating.

Public Works Director Zaher confirmed staff had consulted with the City Attorney about the matter.

#### 3:35 p.m. - Break

#### 7. Report from City Administrator John Walsh

City Administrator Walsh reported on the ongoing negotiations with the new events contract which would likely necessitate a special meeting, the Project Arcadia purchase and sale agreement, and the likely cancellation of the Sandcastle festival due to logistical difficulties.

The Council and staff discussed the challenges of and possibilities for transporting attendees by boat, stipends paid to the organizer and carvers, and discussing next year's event with the new events contractor.

City Administrator Walsh also reported on library staffing needs and passed out the League of Oregon Cities ballot of priorities to identify the top five issues the City would like to focus on.

There was discussion on the Supreme Court's Grants Pass decision, acclimating the new events contractor with Spirit of Halloweentown, support for the event from the Public Works Department, the need to focus on revenue to ensure the City could support Spirit of Halloweentown, and postponing the event until October.

Council President Chilton appreciated Walsh's transparency with the social media accounts and the Wauna account, finding it unfortunate the City had to try to get back something that belonged to it.

# **ADJOURN - 4:29 p.m.**

#### **EXECUTIVE SESSION**

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

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:		
Lisa Scholl, Deputy City Recorder	Rick Scholl, Mayor	

# City of St. Helens CITY COUNCIL

#### **Executive Session Summary**

July 16, 2024

**Members Present:** Rick Scholl, Mayor

Jessica Chilton, Council President Mark Gundersen, Councilor Brandon Sundeen, Councilor Russell Hubbard, Councilor

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

Lisa Scholl, Deputy City Recorder

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

Peter Hicks, City Attorney with Jordan Ramis PC (via Zoom) Matthew Kahl, City Attorney with Jordan Ramis PC (via Zoom)

**♦** 

At 4:33 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Other than Labor Negotiator Consultations, representatives of the news media, designated staff, and other persons as approved shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the Council Chambers. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- Consult with Legal Counsel/Litigation, under ORS 192.660(2)(h)
  - Update on current litigation regarding claims filed against the City.
  - Update on contract development with Treadway Events.
  - Two police officers on leave.
- Real Property Transactions, under ORS 192.660(2)(e)
  - o Update on Project Arcadia at the St. Helens Industrial Business Park.
  - Update on the sale of the Millard Road property.
  - o Update on potential lease or purchase of property for a new public safety facility.
  - o Update on potential acquisition of property off Ross Road.
  - o Potential sale of the Kelly Street City-owned property.

The Executive Session was adjourned at 5:16 p.m.



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



# **COUNCIL REGULAR SESSION**

Tuesday, July 16, 2024

# **DRAFT MINUTES**

#### **MEMBERS PRESENT**

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

#### **STAFF**

John Walsh, City Administrator Lisa Scholl, Deputy City Recorder Crystal King, Communications Officer

#### **OTHERS**

Brittany Lapp Mitz

Adam St. Pierre Nick Hellmich Brady Preheim Jim Coleman

#### **CALL REGULAR SESSION TO ORDER**

#### PLEDGE OF ALLEGIANCE

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

- Brady Preheim. Urged Council to pay the Sand Island Sandcastle carvers for their expenses and possibly for the whole event, since it was Council's fault the event was canceled. Councilors' monthly stipends could be used to pay carvers if other funds were unavailable.
- ♦ <u>Brittney Lapp</u>. Had organized the Sand Island Sandcastle Competition, including coordinating with the carvers. The sudden cancelation caused frustration and backlash. An Oregon Public Broadcasting (OPB) special had already featured the event, and she urged Council to find a way to hold the event or compensate the carvers.
- Jim Coleman. Said he was shocked that the \$20,000 Sand Island Sandcastle Competition would not be held. There was great public interest in getting clarification about the Wauna account and whether the funds belonged to the City or Event Coordinator Tina Curry, and he held City Administrator John Walsh responsible for what was happening.
- ◆ Adam St. Pierre. Stated Tourism was a mess, and local businesses reported losing money daily. He expressed concern over delays addressing Tourism and the legal situation that could result in non-disclosure agreements. He encouraged transparency and accountability. He shared City Administrator Walsh's response to questions about the Wauna account, namely that E2C had been unresponsive regarding returning the funds or the website and social media assets to the

City. He urged the Council to report the thefts to the Police and suggested putting City Administrator Walsh on administrative leave.

Mayor Scholl described the form of government in St. Helens and clarified the Tourism contractor had signed the agreements with the Sandcastle Competition and then failed to pay the insurance for the boat or provide the revenue source. He explained the City assets would be reclaimed through the legal process with attorneys as dictated by the Tourism contract. He apologized to those involved with the Sandcastle Competition, and noted the City was working with Treadway, but it would take time to transition.

#### **ORDINANCES** – First Reading

- **1. Ordinance No. 3302:** An Ordinance to Annex and Designate the Zone of Certain Property at 35456 East Division Road
- **2. Ordinance No. 3303:** An Ordinance to Annex and Designate the Zone of Certain Property West, South, and East of 58212 Old Portland Road
- **3. Ordinance No. 3304:** An Ordinance to Annex and Designate the Zone of Certain Property at 2180 Gable Road

#### **RESOLUTIONS**

**4. Resolution No. 2015:** A Resolution Adopting the Findings for a Special Procurement for Undergrounding Electrical Services on the S. 1st Street – Strand Street Road and Utilities Extension Project and Authorizing the City Administrator to Execute a Public Improvement Contract with Moore Excavation, Inc.

**Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to adopt Resolution No. 2015. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

**5. Resolution No. 2016:** A Resolution Requiring Lumen Technologies Inc. to Relocate its Facilities Underground within the Waterfront Public Improvement Construction Project Areas

**Motion:** Motion made by Councilor Gundersen and seconded by Councilor Sundeen to adopt Resolution No. 2016. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

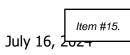
#### **AWARD BID/CONTRACT**

6. Award Contract to Clark and Sons Excavation, Inc. for the 2024 Pavement Patching Project (R-718) in the Amount of \$72,530.00

**Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to approve '6' above. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

#### APPROVE AND/OR AUTHORIZE FOR SIGNATURE

- 7. Extension of IGA with Columbia County for Community Corrections Work Crews to Help Clean Parks
- 8. Agreement with the Oregon Department of Consumer & Business Services Building Codes Division for the ePermit System and Services
- 9. Extension of Agreement with Steve Sharfstein for Defense Attorney Services for Appointed Indigent Defendants in Municipal Court
- 10. Agreement with Lance D. Quaranto for Defense Attorney Services for Appointed Indigent Defendants in Municipal Court
- 11. Agreement with Steven Leskin for Defense Attorney Services for Appointed Indigent Defendants in Municipal Court
- 12. Second Amendment to Agreement with Pauly, Rogers & Co., P.C., for Auditing Services



- 13. Fourth Amendment to Contract w/ Kittelson & Associates, Inc. to Extend Contract Time
- 14. Contract with Moore Excavation, Inc. for Undergrounding Electrical Services on the S. 1st Street
   Strand Street Road and Utilities Extension Project

**Motion:** Motion made by Council President Chilton and seconded by Councilor Sundeen to approve '7' through '14' above. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

#### **CONSENT AGENDA FOR ACCEPTANCE**

- 15. Abstract of Votes from May 21, 2024 Election
- 16. Findings in Support of an Emergency Procurement of Forestry Management Services
- 17. Amend Agreement with Mason, Bruce & Girard for Forest Management Services to Extend Agreement Month-to-Month beginning July 1, 2024

**Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to approve '15' through '17' above. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

#### **CONSENT AGENDA FOR APPROVAL**

- 18. City Council Minutes dated June 5, June 12, and June 17, 2024
- 19. Accounts Payable Bill Lists

**Motion:** Motion made by Council President Chilton and seconded by Councilor Sundeen to approve '18' and '19' above.

There was clarification on payment for the Police report writing system in the Accounts Payable Bill list.

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

#### **WORK SESSION ACTION ITEMS**

None

#### **COUNCIL MEMBER REPORTS**

**Council President Chilton** reported Citizen's Day had been a wonderful event with huge turnout due to hard work by staff and volunteers. She had represented St. Helens and spoke briefly at the City-County Dinner. She also provided details on upcoming events at the County Fair.

**Councilor Sundeen** reported on the successful 4<sup>th</sup> of July event held at McCormick Park.

**Councilor Gundersen** had nothing to report.

**Councilor Hubbard** reported that Councilor Sundeen would attend the interviews for the new Youth Librarian. He looked forward to working with Treadway and Arcadia.

#### MAYOR SCHOLL REPORT

Noted he would be attending the Mayor's Conference and reported the Waterfront development was moving forward and the grant award for the park at the Waterfront was more than anticipated. He addressed the form of government in St. Helens, noting the only power he had was to change the meeting agenda, and he would not apologize for his style of getting things done. He discussed the process of changing the form of government in the Charter, and announced the deadline to run for Mayor was August 16, 2024.

#### **OTHER BUSINESS**

**ADJOURN - 7:33 p.m.** 

Council Regular Session	Draft Minutes	July 16, 2 <del>027</del>
eodricii Regulai Session	Didit Finates	July 10, 2021
Respectfully submitted by Lisa Sc	choll, Deputy City Recorder.	
ATTEST:		

Rick Scholl, Mayor

Lisa Scholl, Deputy City Recorder



# **COUNCIL SPECIAL SESSION**

Tuesday, August 27, 2024

# **DRAFT MINUTES**

#### **MEMBERS PRESENT**

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

#### **STAFF**

John Walsh, City Administrator Lisa Scholl, Deputy City Recorder Jacob Graichen, City Planner Ashley Wigod, Contracted City Attorney David Rabino, Contracted City Attorney

#### **OTHERS**

Matt Eason	Steve Topaz	Don Hibbs
Doug Knight	Al Wolfe	Steve C.
John Burnside	Rory Moore	Craig Allen
Scott Ashley	Brady Preheim	Steve Toschi
Paul Vogel	Bill Lain	Eric O.
Greg Gilbert	Kielly	Brittany

Robyn

#### CALL SPECIAL SESSION TO ORDER - 6:00 p.m.

#### **DISCUSSION TOPICS**

- 1. Sale of approximately 35-acres of City-Owned Property at 1300 Kaster Road described as:
  - -Tax Account No. 13249, Map No. 4N1W-9-00101
  - -Tax Account No. 13215, Map No. 4N1W-9-00101

#### RECESS SPECIAL SESSION TO ENTER PUBLIC HEARING - 6:00 p.m.

#### **RECONVENE SPECIAL SESSION - 6:51 p.m.**

#### **DELIBERATIONS**

Mayor Scholl stated the new jobs offered were a win-win for everyone.

Councilor Hubbard mentioned \$7.4 million in repair costs were noted in the appraisal, Arcadia would be good stewards in bringing something viable back to the market, and the City needed to get out of the landlord business.

Councilor Gundersen agreed Project Arcadia was a perfect fit.

Council President Chilton thanked Project Arcadia for their patience during the process and noted her confidence in this opportunity to bring industry back to St. Helens.

Page 1 of 2

Councilor Sundeen stated this was the best thing that could happen to the site and the mill's 100-year anniversary was coming up and he hoped to see it operating by then.

City Administrator Walsh said tax revenue and jobs would be good for the community.

Mayor Scholl spoke about meeting the investors and team behind Project Arcadia, and noted the mill had treated the community well in the past.

#### **RESOLUTION**

**2. Resolution No. 2020:** A Resolution of the City Council of St. Helens, Oregon Declaring City Owned Properties at 1300 Kaster Road, Tax Account Nos. 13249 and 13215, as Surplus and Authorizing Sale of the Properties in Compliance with ORS 221.725

City Attorney Wigod advised amending the Resolution to authorize the Mayor to sign the purchase and sale agreement.

**Motion:** Motion made by Councilor Gundersen and seconded by Council President Chilton adopt Resolution No. 2020 with the Mayor as the signatory. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

#### **ADJOURN - 7:02 p.m.**

Respectfully submitted by Lisa Scholl, Deput	y City Recorder.
ATTEST:	
Lisa Scholl, Deputy City Recorder	Rick Scholl, Mayor



# **COUNCIL PUBLIC HEARING**

Tuesday, August 27, 2024

# **DRAFT MINUTES**

#### **MEMBERS PRESENT**

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

#### **STAFF**

John Walsh, City Administrator Lisa Scholl, Deputy City Recorder Jacob Graichen, City Planner Ashley Wigod, Contracted City Attorney David Rabino, Contracted City Attorney

#### **OTHERS**

Don Hibbs Matt Eason Steve Topaz Al Wolfe Doug Knight Steve C. John Burnside Rory Moore Craig Allen Scott Ashley Brady Preheim Steve Toschi Paul Vogel Bill Lain Eric O. Greg Gilbert **Kielly Brittany** 

Robyn

#### **OPEN PUBLIC HEARING – 6:01 p.m.**

#### **TOPIC**

- 1. Sale of approximately 35-acres of City-Owned Property at 1300 Kaster Road described as:
  - -Tax Account No. 13249, Map No. 4N1W-9-00101
  - -Tax Account No. 13215, Map No. 4N1W-9-00101

City Planner Graichen presented the staff report on the property, noting the property lines were still undefined. He provided information about the parcelization plan, the Portland General Electric (PGE) parcel that would provide power to the site, proposed easements and public rights of way, plans for access to the property, and shared utilities.

City Attorney Wigod reviewed the legal matters for sale of City-owned property, noting the Council was responsible for disclosing the terms of sale and the appraised market value of the property, declaring the property surplus, and confirming noticing requirements had been met.

City Attorney Rabino reviewed the purchase and sale agreement including the appraised market value of \$5.13 million, the terms of sale of the property to Arcadia Paper Mills, LLC for \$7.5 million, as well as the payment schedule and boundary line adjustment.

City Administrator Walsh clarified that the declaration of surplus property was included in the Resolution 2020.

Mayor Scholl stated the property was not needed by the City.

City Attorney Rabino outlined the City's obligation to allocate water to the mill for operation.

Questions and comments from the Council were addressed regarding the due diligence period and Office Max transferring indemnity to the purchaser of the property.

#### **PUBLIC COMMENT**

Council Public Hearing

- ♦ <u>Craig Allen</u>, Project Arcadia, Project Manager. Spoke about ensuring the Office Max indemnity was in place with the City while they retained the title to the property.
- ♦ <u>Steve Topaz</u>. Questioned whether attorneys represented the City or Council, noting there were no meeting minutes showing the property was declared surplus, a full description of the property was not given, and the appraisal was not made public. He shared further concerns about the Department of Environmental Quality (DEQ) rules, water rights, the price of using the lagoon, informing the buyer of water contamination, and removing contamination after the sale.
- ♦ <u>Steve Toschi</u>. Expressed support for Project Arcadia, and encouraged Council to continue honing the agreement, including the terms of the water supply agreement, and to retain an attorney specializing in water law to protect the City's water rights. The City should not include a prepayment penalty in the financing arrangement with Arcadia.

City Attorney Rabino confirmed the City would not relinquish any water rights and provided clarification on the water supply agreement.

- ♦ <u>Steve Krouse</u>, Number 3 Paper Machine, Former Manager. Stated he worked for EcoLab which was prepared to bring in its expertise to help manage and utilize water resources.
- ♦ <u>Brady Preheim</u>. Supported the sale but was concerned about selling the property above market value compared to another ongoing sale; the Office Max clean-up; informing Arcadia the property had previously been damaged, and items had been stolen due to lack of security; the property having been surplus when purchased by the City, and issues surrounding Cascade Tissue leaving. He urged Council and the attorneys to ensure the contract was done correctly to avoid lawsuits.

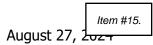
Mayor Scholl stated Cascade Tissue had leased and never wanted to purchase the property adding the City had nothing to do with them leaving.

- ◆ Paul Vogel, Columbia Economic Team (CET). Stated the original purpose of the mill was being reactivated, and explained the difference in the market for this company becoming its own supplier. The purchase was a big investment, the people involved in the project had direct experience running the mill and due diligence had been done. It was a rare opportunity to be able to restart the mill, and CET was happy to assist in any way.
- <u>Greg Gilbert</u>. Asked whether Arcadia Paper Mill represented First Quality, if they would be installing new machines, and when they would begin operation.

Mayor Scholl estimated new jobs would likely be available in six months.

Craig Allen noted Project Arcadia had been ongoing since February 2024, transparency had been provided, and the next 90 days would be the due diligence period with an optional 60-day extension if the purchase and sale agreement was accepted today. He described the plan to start operating Number

#### **Draft Minutes**



2 Paper Machine as soon as possible, estimating that would bring in 60 family-wage jobs. He explained the circumstances of the property purchase by the City, discussed the water agreement, confirmed the mill had nothing to do with First Quality, and noted over 100 jobs were anticipated when the mill was fully operational.

## **CLOSE PUBLIC HEARING – 6:51 p.m.**

Respectfully submitted by Lisa Scholl, Deputy Ci	ity Recorder.	
ATTEST:		
Lisa Scholl Deputy City Recorder	Rick Scholl Mayor	

# City of St. Helens

Consent Agenda for Approval

# **OLCC LICENSES**

The following businesses submitted a processing fee to the City for a Liquor License:

## 2024 RENEWALS

<u>Licensee</u> <u>Tradename</u> <u>Location</u> <u>Purpose</u>

#### 2024 NEW & CHANGE IN PRIVILEGE OR OWNERSHIP

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

<u>Licensee</u> <u>Tradename</u> <u>Location</u> <u>Purpose</u>
Anomoly Brewing Crooked Creek Brewery 343 S 1<sup>st</sup> St New License

# City of St. Helens

# Declare Surplus Property September 18, 2024

If approved, the following items will be disposed of per St. Helens Municipal Code Chapter 2.04.120(10).

Police Department					
		Estimated			
Item Description	Manner of Disposal	Value			
Police K9 Jax	Possible placement	N/A			
	with other jurisdiction				

# **Council Action Sheet**

To: Mayor and City Council Members

From: Kathy Payne

Human Resources Coordinator/City Recorder

Date: October 2, 2024

Subject: Official Newspaper of Record

#### **Background**

A Newspaper of Record establishes where the City will publish notices for the general public.

The City has used The Chronicle newspaper for many, many years, except during a short time in 2008-2009 when we used The Spotlight because we were having serious billing issues with The Chronicle.

In January of this year, Country Media merged the Clatskanie Chief with The Chronicle and changed the name of the newspaper to the Columbia County Chronicle & Chief.

Establishing a Newspaper of Record is a formality. On September 25, Country Media, Inc., will publish the last edition of the Columbia County Chronicle & Chief. This means that the Columbia County Spotlight will be the only newspaper of general circulation in the County.

#### Recommendation

Staff recommends that the Council approve changing to the Columbia County Spotlight as our Newspaper of Record.



# County paper to close

STAFF REPORT Country Media, Inc.

Eight months ago, Country
Media, Inc. merged the two
weekly newspapers it owned in St.
Helens and Clatskanie into a new
publication, the weekly Columbia
County Chronicle & Chief.

The Salem-based corporation had acquired the St. Helens paper in February 2009 and the Clatskanie paper in August 2014.

"When we decided to combine these two publications, we had been experiencing declining revenues in Columbia County, along with a difficulty recruiting and retaining experienced reporters and advertising sales employees," said Country Media president Steve Hungerford.

"Combining the two newspapers into one was a last-ditch effort to reduce expenses and reestablish profitability," he said. "Sadly, that wasn't successful."

The final edition of the Chronicle & Chief will be published the last week in September, on Sept. 25.

The company's chief executive for operations, Joe Warren, said subscribers will be receiving a refund.

Country Media currently owns ten community newspapers in Oregon and one in Northern California, most of them along the Pacific coastline. Employees of the Chronicle & Chief are being offered positions at other company locations.





St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
CMG OREGON LLC	08.31.24	09/05/2024	ACCOUNT 104819 JOB POST	100-702-52014	357.00
MOLLY MATCHAK	13	09/05/2024	JANITORIAL SERVICES - REFU	100-705-52023	71.41
MOLLY MATCHAK	13	09/05/2024	JANITORIAL SERVICES	100-705-52023	1,540.50
MOLLY MATCHAK	13	09/05/2024	JANITORIAL SERVICES - REFU	100-715-52023	71.42
MOLLY MATCHAK	13	09/05/2024	JANITORIAL SERVICES	100-715-52023	1,452.00
ALLSTREAM	20817102	09/05/2024	ALLSTREAM PHONE ACCT 75	100-712-52010	175.28
CHAVES CONSULTING INC	214167	09/05/2024	MONTHLY USER FEE PER USE	100-702-52019	185.10
TRUVIEW BSI	7200078535	09/05/2024	REPORT CHARGES	100-702-52014	269.30
INGRAM LIBRARY SERVICES	83420960	09/05/2024	BOOKS 20C7921	100-706-52033	13.32
INGRAM LIBRARY SERVICES	83420961	09/05/2024	BOOKS 20C7921	100-706-52033	16.62
INGRAM LIBRARY SERVICES	83420962	09/05/2024	BOOKS 20C7921	100-706-52033	23.08
INGRAM LIBRARY SERVICES	83420963	09/05/2024	BOOKS 20C7921 CREDIT INV	100-706-52033	-16.80
INGRAM LIBRARY SERVICES	83420963	09/05/2024	BOOKS 20C7921	100-706-52033	687.05
ABC TRANSCPRIPTION SERVI	STH0924026	09/05/2024	ST HELENS CITY COUNCIL TR		548.10
KJ SECURITY SOLUTIONS & L	0006086	09/06/2024	REPAIR	100-706-52023	100.00
CHRISTOPHER PASTEUR	0006087	09/06/2024	REFUND PUBLIC RECORDS R	100-000-36002	20.00
STEVEN LESKIN	00326	09/06/2024	COURT ATTORNEY FEES	100-704-52019	2,000.00
BLUE HERON SEPTIC AND DR		09/06/2024	PUMP SEPTIC TANK	100-708-52019	800.00
PAUL EBERT	08.01.24	09/06/2024	JURY DUTY PAY	100-704-52019	10.00
MONICA TAGABUEL	08.01.24	09/06/2024	JURY DUTY PAY	100-704-52019	10.00
DAVID WILLIAMSON	08.01.24	09/06/2024	JURY DUTY PAY	100-704-52019	10.00
CARRIE BISSELL	08.01.24	09/06/2024	JURY DUTY PAY	100-704-52019	10.00
JUSTIN SCHLOCKER	08.01.24	09/06/2024	JURY DUTY PAY	100-704-52019	10.00
BLAIR ROTHWILSON	08.01.24	09/06/2024	JURY DUTY PAY	100-704-52019	10.00
CHRISTOPHER SLOAN	08.01.24	09/06/2024	JURY DUTY PAY	100-704-52019	10.00
GLORIA BROWN	08.01.24	09/06/2024	JURY DUTY PAY	100-704-52019	10.00
CAELISH TARRHAM	08.01.24	09/06/2024	JURY DUTY PAY	100-704-52019	10.00
ARTHUR KNIGHT	08.01.24	09/06/2024	JURY DUTY PAY	100-704-52019	10.00
ELIZABETH JOHNSTON	08.01.24	09/06/2024	JURY DUTY PAY	100-704-52019	10.00
CRAIG CADE	08.01.24	09/06/2024	JURY DUTY PAY	100-704-52019	10.00
DIANE MANLEY	08.01.24	09/06/2024	JURY DUTY PAY	100-704-52019	20.00
JAY LANE	08.01.24	09/06/2024	JURY DUTY PAY	100-704-52019	10.00
NANCY NORRIS	08.01.24	09/06/2024	JURY DUTY PAY	100-704-52019	20.00
PAMELA PARSONS	08.01.24	09/06/2024	JURY DUTY PAY	100-704-52019	20.00
AMANDA DELACUADRA	08.01.24	09/06/2024	JURY DUTY PAY	100-704-52019	20.00
DAN HALSTEAD	08.01.24	09/06/2024	JURY DUTY PAY	100-704-52019	20.00
RK RICHARTZ	08.01-24	09/06/2024	JURY DUTY PAY	100-704-52019	20.00
COMCAST	08.21.24	09/06/2024	COMCAST CABLE 877810899		1,989.54
DAHLGREN'S DO IT BEST BUI		09/06/2024	BUILDING SUPPLIES ACCT 10		309.83
CENTURY LINK	08.26.24 333822307	09/06/2024	966B	100-708-32001	338.14
		09/06/2024			132.89
ACE HARDWARE - ST. HELENS	08.31.24 60176		MATERIALS ACE ACCT 60176 MATERIALS ACE ACCT 60176		
ACE HARDWARE - ST. HELENS	08.31.24 60176	09/06/2024	MATERIALS ACE ACCT 60176 MATERIALS ACE ACCT 60176		-45.79
ACE HARDWARE - ST. HELENS	08.31.24 60176 08.31.24 60177	09/06/2024			316.87 38.68
ACE HARDWARE - ST. HELENS ACE HARDWARE - ST. HELENS		09/06/2024	ACE ACCT 60177 MATERIALS	100-705-52001	
	08.31.24 60180	09/06/2024	MATERIALS ACCT 60181	100-715-52023	11.99
ACE HARDWARE - ST. HELENS	08.31.24 60181	09/06/2024	ACE MATERIALS ACCT 60181	100-708-52001	62.97
ACE HARDWARE - ST. HELENS	08.31.24 60181	09/06/2024	ACE MATERIALS ACCT 60181	100-708-52047	-23.14
ACE HARDWARE - ST. HELENS	08.31.24 60181	09/06/2024	ACE MATERIALS ACCT 60181	100-708-52047	92.01
HUDSON GARBAGE SERVICE	09.01.24	09/06/2024	2046-1287547	100-705-52023	130.50
HUDSON GARBAGE SERVICE	09.01.24	09/06/2024	2046-1001554	100-706-52003	97.60
HUDSON GARBAGE SERVICE	09.01.24	09/06/2024	2046-1287636	100-708-52023	223.60
HUDSON GARBAGE SERVICE	09.01.24	09/06/2024	2046-1287598	100-708-52023	638.20
HUDSON GARBAGE SERVICE	09.01.24	09/06/2024	2046-71905273	100-709-52023	85.00

Packet: APPKT( Item #19.

Expense Approval Register				Раскет: АРРКТ	4
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HUDSON GARBAGE SERVICE	09.01.24	09/06/2024	2046-1287601	100-715-52023	138.20
HUDSON GARBAGE SERVICE	09.01.24	09/06/2024	2046-1287539	100-715-52023	252.10
ERSKINE LAW PRACTICE LLC	09.03.24	09/06/2024	CITY PROSECUTOR MAY 1	100-704-52019	9,162.72
OREGON PATROL SERVICE		• •	COURT SERVICES	100-704-52019	•
	10354	09/06/2024			984.00
ORKIN	264990754	09/06/2024	265 STRAND PEST SERVICE CI		117.99
METRO PLANNING INC	6343	09/06/2024	WEB GIS	100-710-52001	160.00
AMY LINDGREN LAW LLC	646	09/06/2024	JUDICIAL SERVICES AUGUST		9,162.50
INGRAM LIBRARY SERVICES	83473834	09/06/2024	BOOKS 20C7921	100-706-52033	11.71
INGRAM LIBRARY SERVICES	83473835	09/06/2024	BOOKS 20C7921	100-706-52033	77.40
INGRAM LIBRARY SERVICES	83473836	09/06/2024	BOOKS 20C7921	100-706-52033	592.19
CINTAS	8406988198	09/06/2024	PARKS FIRST AID CABINET SE	100-708-52001	103.26
CINTAS	8406988199	09/06/2024	CITY HALL FIRST AID CABINET	. 100-715-52001	78.95
NET ASSETS CORPORATION	95-202408	09/06/2024	ESCROW TITLE SERVICES	100-707-52019	289.00
WILCOX	9641939-IN	09/06/2024	FUEL PARKS DEPT	100-708-52022	618.92
VERIZON	9971970839	09/06/2024	HOT SPOT -8190	100-701-52010	47.07
VERIZON	9971970839	09/06/2024	CRYSTAL KING 0103	100-701-52010	46.39
VERIZON	9971970839	09/06/2024	JOHN WALSH 9898	100-701-52010	40.81
VERIZON	9971970839	09/06/2024	MAYOR SCHOLL IPAD 9627	100-703-52001	40.81
VERIZON	9971970839	09/06/2024	PD JETPACK2 - 8538	100-705-52010	40.81
VERIZON	9971970839	09/06/2024	PD JETPACK1 - 8886	100-705-52010	40.81
VERIZON	9971970839	09/06/2024	SUZANNE BISHOP 1313	100-706-52003	41.29
VERIZON	9971970839	09/06/2024	GLORIA BUTSCH 1986	100-707-52001	38.66
VERIZON	9971970839	09/06/2024	GLORIA BUTSCH HOT SPOT	100-707-52001	89.24
VERIZON	9971970839	09/06/2024	CAMERON PAGE 5027	100-708-52010	41.29
VERIZON	9971970839	09/06/2024	TORY SHELBY 6366	100-708-52010	41.29
VERIZON	9971970839	09/06/2024	RECREATION CENTER 1108	100-709-52010	41.29
VERIZON	9971970839	09/06/2024	RECREATION CENTER 6984	100-709-52010	40.81
VERIZON	9971970839	09/06/2024	REC PHONE 5093	100-709-52010	42.16
VERIZON	9971970839	09/06/2024	MIKE DEROIA 2686	100-711-52010	46.39
VERIZON	9971970839	09/06/2024	BUILDING DEPT IPAD 4081	100-711-52010	40.81
VERIZON	9971970839	09/06/2024	DARIN COX 1016	100-712-52010	46.39
VERIZON	9971970839	09/06/2024	Arlo 2 971-668-9722	100-712-52010	40.81
VERIZON	9971970839	09/06/2024	Arlo 1 971-668-9721	100-712-52010	40.81
ASIFLEX	A000145624HDIQX	09/06/2024	ADMIN FEES	100-707-52019	41.25
ROSS RECREATION EQUIPM	126024	09/06/2024	CAMPBELL PARK CABLE CORE	100-708-52001	564.60
XPRESS SOLUTIONS INC	INV-XPRO015605	09/06/2024	CARD TRANSACTION FEES M	_	3,554.31
			Fi	und 100 - GENERAL FUND Total:	39,719.31
Fund: 202 - COMMUNITY DEV	ELOPMENT				
DEPARTMENT OF CONSUMER.	. 09.1.24	09/05/2024	ACCT 730003027891 BCD BO	. 202-722-52019	2,760.80
COLUMBIA COUNTY ECONO	2024264	09/05/2024	CET ANNUAL MEMBERSHP 2	. 202-721-52019	17,250.00
MASON BRUCE & GIRARD INC	35100	09/05/2024	ST. HELENS FOREST MANAG	202-724-52019	5,405.24
OREGON PATROL SERVICE	10353	09/06/2024	OFFICER ON PREMSISES-ST H		4,395.60
PAULSON PRINTING CO.	4996	09/06/2024	5X3 OPEN SIGN PRINTED 4/0	202-721-52019	245.00
MOORE EXCAVATION INC	P-525 PAYMENT #20	09/06/2024	S 1ST & STRAND ROAD & UTI		93,990.62
		,,		MMUNITY DEVELOPMENT Total:	124,047.26
					,ee
Fund: 205 - STREETS	00.04.04.02.00	00/05/555		205 200 5255	<b>-</b>
ACE HARDWARE - ST. HELENS	08.31.24 60181	09/06/2024	ACE MATERIALS ACCT 60181	205-000-52001	20.74
CLARK & SONS EXCAVATING	2604	09/06/2024	2024 PAVEMENT PATCHING		69,184.00
				Fund 205 - STREETS Total:	69,204.74
Fund: 301 - STREETS SDC					
MOORE EXCAVATION INC	P-525 PAYMENT #20	09/06/2024	S 1ST & STRAND ROAD & UTI	301-000-53102	229,262.08
		, ,		Fund 301 - STREETS SDC Total:	229,262.08
F d. CO4 14/4 TED					-,
Fund: 601 - WATER	00.25.24.40000	00/05/2025	DIMERNIA CUREUTE COST :	604 724 52224	22
DAHLGREN'S DO IT BEST BUI		09/06/2024	BUILDING SUPPLIES ACCT 10		325.42
CITY OF COLUMBIA CITY	08.26.24	09/06/2024	001754-001	601-732-52003	90.98
ACE HARDWARE - ST. HELENS	08.31.24 60180	09/06/2024	MATERIALS ACE ACCT 60180	601-732-52001	-48.61
ACE HARDWARE - ST. HELENS	08.31.24 60180	09/06/2024	MATERIALS ACE ACCT 60180	601-732-52001	397.76
ACE HARDWARE - ST. HELENS	08.31.24 60181	09/06/2024	ACE MATERIALS ACCT 60181	601-731-52001	84.46
EJ USA INC	110240063170	09/06/2024	PARTS ORDER SHOP 8.27.4	601-731-52001	3,124.80

**Expense Approval Register** 

Packet: APPKT( Item #19.

Expense Approval Register				Раскет: АРРКТ	
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON	9971970839	09/06/2024	WFF CREW 1914	601-732-52010	69.39
LAWRENCE OIL COMPANY	CFSI-22623	09/06/2024	247752 WATER	601-732-52022	31.19
		, ,		Fund 601 - WATER Total:	4,075.39
Fund: 603 - SEWER					
ALLSTREAM	20817102	09/05/2024	ALLSTREAM PHONE ACCT 75	603-736-52010	87.65
ALLSTREAM	20817102	09/05/2024	ALLSTREAM PHONE ACCT 75		87.64
DAHLGREN'S DO IT BEST BUI		09/06/2024	BUILDING SUPPLIES ACCT 10	603-735-53402	64.87
ACE HARDWARE - ST. HELENS	08.31.24 60180	09/06/2024	MATERIALS ACE ACCT 60180	603-736-52001	24.28
ACE HARDWARE - ST. HELENS	08.31.24 60180	09/06/2024	MATERIALS ACE ACCT 60180	603-737-52001	24.28
ACE HARDWARE - ST. HELENS	08.31.24 60180	09/06/2024	MATERIALS ACE ACCT 60180	603-738-52001	16.57
HUDSON GARBAGE SERVICE	09.01.24	09/06/2024	2046-1008333	603-736-52023	159.75
HUDSON GARBAGE SERVICE	09.01.24	09/06/2024	2046-1008333	603-737-52023	159.75
COLUMBIA RIVER PUD	09.03.24	09/06/2024	38633 594 S 9 ST POWER	603-737-52003	12,515.22
VERIZON	9971970839	09/06/2024	SAM ORTIZ 1801	603-736-52010	13.75
VERIZON	9971970839	09/06/2024	TYLER HILLS 6492	603-736-52010	13.75
VERIZON	9971970839	09/06/2024	AARON KUNDERS 6376	603-736-52010	13.76
VERIZON	9971970839	09/06/2024	SAM ORTIZ 1801	603-737-52010	13.78
VERIZON	9971970839	09/06/2024	TYLER HILLS 6492	603-737-52010	13.76
VERIZON	9971970839	09/06/2024	AARON KUNDERS 6376	603-737-52010	13.75
VERIZON	9971970839	09/06/2024	TYLER HILLS 6492	603-738-52010	13.78
VERIZON	9971970839	09/06/2024	SAM ORTIZ 1801	603-738-52010	13.76
VERIZON	9971970839	09/06/2024	AARON KUNDERS 6376	603-738-52010	13.78
		,,		Fund 603 - SEWER Total:	13,263.88
Fund: 605 - STORM					,
ACE HARDWARE - ST. HELENS	00 21 24 60100	09/06/2024	MATERIALS ACE ACCT 60180	605-000-52001	13.99
ACL HARDWARE - 31. HELENS	08.31.24 00180	03/00/2024	WATERIALS ACE ACCT 00180	Fund 605 - STORM Total:	13.99
				ruliu 003 - 310kivi Total.	13.55
Fund: 703 - PW OPERATIONS					
CARQUEST AUTO PARTS STO		09/05/2024	AUTO PARTS	703-739-52099	37.98
ACE HARDWARE - ST. HELENS	08.31.24 60174	09/06/2024	ACE MATERIALS ACCT 60174	703-734-52023	15.09
ACE HARDWARE - ST. HELENS	08.31.24 60181	09/06/2024	ACE MATERIALS ACCT 60181	703-734-52023	7.16
SUNSET AUTO PARTS INC - N		09/06/2024	AUTO PARTS ACCT 6355	703-734-52001	6.77
SUNSET AUTO PARTS INC - N		09/06/2024	AUTO PARTS ACCT 6355	703-739-52099	979.65
HUDSON GARBAGE SERVICE	09.01.24	09/06/2024	2046-1287555	703-734-52023	105.60
OREGON OCCUPATIONAL M		09/06/2024	EXAM	703-734-52019	158.00
PAPE MACHINERY	342605	09/06/2024	2024 JOHN DEERE 12" DIG B	703-734-52001	1,154.46
METRO PLANNING INC	6343 8406988197	09/06/2024 09/06/2024	WEB GIS FIRST AID CABINET SERVICE	703-733-52019	185.00 84.99
CINTAS VERIZON	9971970839	09/06/2024	ENGINEERING IPHONE 1068	703-734-52019 703-733-52010	41.29
VERIZON		09/06/2024	SHARON DARROUX 0813	703-733-52010	74.50
VERIZON	9971970839 9971970839	09/06/2024	TIM UNDERWOOD 8524	703-733-52010	41.29
VERIZON	9971970839	09/06/2024	PW CONSTRUCTION INSPEC	703-733-52010	40.81
VERIZON	9971970839	09/06/2024	BUCK TUPPER 3371	703-734-52010	76.38
VERIZON	9971970839	09/06/2024	PW ENGINEERING 0940	703-734-52010	40.81
VERIZON	9971970839	09/06/2024	ETHAN STERLING 6282	703-734-52010	93.78
VERIZON	9971970839	09/06/2024	PW UTILITY 2 - 9923	703-734-52010	40.81
VERIZON	9971970839	09/06/2024	PW UTILITY 1 - 9922	703-734-52010	40.81
VERIZON	9971970839	09/06/2024	SCOTT WILLIAMS 0621	703-734-52010	41.29
VERIZON	9971970839	09/06/2024	ALEX BIRD - 9081	703-734-52010	40.81
VERIZON	9971970839	09/06/2024	CURT LEMONT-2217	703-734-52010	41.29
VERIZON	9971970839	09/06/2024	ALEX BIRD 2000	703-734-52010	41.29
VERIZON	9971970839	09/06/2024	PW SPARE 4 - 8741	703-734-52010	40.81
VERIZON	9971970839	09/06/2024	BRETT LONG 3607	703-734-52010	41.29
VERIZON	9971970839	09/06/2024	SCOTT HARRINGTON 8048	703-734-52010	23.81
VERIZON	9971970839	09/06/2024	PW FACILITY MAINTENANCE		40.81
VERIZON	9971970839	09/06/2024	DAVE ELDER 8523	703-734-52010	41.29
VERIZON	9971970839	09/06/2024	MOUHAMAD ZAHER 3068	703-734-52010	61.11
VERIZON	9971970839	09/06/2024	PW OPERATIONS 3856	703-734-52010	40.81
VERIZON	9971970839	09/06/2024	ROGER STAUFFER 9662	703-734-52010	41.29
VERIZON	9971970839	09/06/2024	RYAN POWERS 7116	703-734-52010	41.29
		• •			

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**Expense Approval Register** 

Packet: APPKT( Item #19.

**Vendor Name Payable Number** Post Date Description (Item) **Account Number Amount** VERIZON 9971970839 09/06/2024 **JULIAN ZIRKLE 6229** 703-734-52010 41.29 VERIZON 9971970839 09/06/2024 PW UTILITY 3 - 9924 703-734-52010 40.81 LAWRENCE OIL COMPANY CFSI-22623 09/06/2024 247748 PUBLIC WORKS 703-734-52022 857.04 Fund 703 - PW OPERATIONS Total: 4,701.51

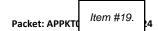
Grand Total: 484,288.16

#### **Fund Summary**

Fund		Expense Amount
100 - GENERAL FUND		39,719.31
202 - COMMUNITY DEVELOPMENT		124,047.26
205 - STREETS		69,204.74
301 - STREETS SDC		229,262.08
601 - WATER		4,075.39
603 - SEWER		13,263.88
605 - STORM		13.99
703 - PW OPERATIONS		4,701.51
	Grand Total:	484,288.16

#### **Account Summary**

Account Summary					
Account Number	Account Name	Expense Amount			
100-000-36002	Fines - Court	20.00			
100-701-52010	Telephone	134.27			
100-702-52014	Recruiting	626.30			
100-702-52019	Professional Services	733.20			
100-703-52001	Operating Supplies	40.81			
100-704-52019	<b>Professional Services</b>	21,559.22			
100-705-52001	Operating Supplies	38.68			
100-705-52010	Telephone	81.62			
100-705-52023	Facility Maintenance	1,742.41			
100-706-52003	Utilities	138.89			
100-706-52023	Facility Maintenance	100.00			
100-706-52033	Printed Materials	1,404.57			
100-707-52001	Operating Supplies	127.90			
100-707-52019	<b>Professional Services</b>	330.25			
100-707-52020	Bank Service Fees	3,554.31			
100-708-52001	Operating Supplies	1,173.55			
100-708-52010	Telephone	82.58			
100-708-52019	<b>Professional Services</b>	800.00			
100-708-52022	Fuel	618.92			
100-708-52023	Facility Maintenance	1,132.88			
100-708-52047	Marine Board	68.87			
100-709-52010	Telephone	124.26			
100-709-52023	Facility Maintenance	85.00			
100-710-52001	Operating Supplies	160.00			
100-711-52010	Telephone	87.20			
100-712-52003	Utilities	1,989.54			
100-712-52010	Telephone	641.43			
100-715-52001	Operating Supplies	78.95			
100-715-52023	Facility Maintenance	2,043.70			
202-721-52019	Professional Services	17,495.00			
202-722-52019	Professional Services	7,156.40			
202-723-53102	Downtown Infrastructure	93,990.62			
202-724-52019	Professional Services	5,405.24			
205-000-52001	Operating Supplies	20.74			
205-000-53001	Capital Outlay (AKA Stre	69,184.00			
301-000-53102	Downtown Infrastructure	229,262.08			
601-731-52001	Operating Supplies	3,534.68			
601-732-52001	Operating Supplies	349.15			
601-732-52003	Utilities	90.98			
601-732-52010	Telephone	69.39			
601-732-52022	Fuel	31.19			
603-735-53402	ANNUAL MAINT OPS	64.87			
603-736-52001	Operating Supplies	24.28			
603-736-52010	Telephone	128.91			
603-736-52023	Facility Maintenance	159.75			
603-737-52001	Operating Supplies	24.28			
603-737-52003	Utilities	12,515.22			



#### **Account Summary**

Account Number	Account Name	Expense Amount
603-737-52010	Telephone	128.93
603-737-52023	Facility Maintenance	159.75
603-738-52001	Operating Supplies	16.57
603-738-52010	Telephone	41.32
605-000-52001	Operating Supplies	13.99
703-733-52010	Telephone	197.89
703-733-52019	<b>Professional Services</b>	185.00
703-734-52001	Operating Supplies	1,161.23
703-734-52010	Telephone	911.88
703-734-52019	<b>Professional Services</b>	242.99
703-734-52022	Fuel	857.04
703-734-52023	Facility Maintenance	127.85
703-739-52099	<b>Equipment Operations</b>	1,017.63
	Grand Total:	484,288.16

#### **Project Account Summary**

Project Account Key		Expense Amount
**None**		484,288.16
	Grand Total:	484.288.16





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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
STEVEN R SCHARFSTEIN	145	05/31/2024	COURT ATTORNEY FEES	100-704-52019	400.00
SCHOLASTIC INC	61300967	09/10/2024	BOOKS	100-706-52028	462.00
PATH POINT MERCHANT SER	08.01.24-08.31.24 3040	09/11/2024	GENERAL SERVICE MERCHAN	100-707-52020	566.82
PATH POINT MERCHANT SER	08.01.24-08.31.24 4520	09/11/2024	UTILITY BILLING MERCHANT	100-707-52020	2,771.61
TROTTER & MORTON FACILI	82511	09/11/2024	C10000 MAINTENANCE AGR	100-715-52023	511.25
TROTTER & MORTON FACILI	82516	09/11/2024	C10630 MAINTENANCE AGR	100-715-52023	1,856.50
TROTTER & MORTON FACILI	82544	09/11/2024	C11184 HVAC COMMUNITY	100-709-52023	650.50
TROTTER & MORTON FACILI	82545	09/11/2024	C11185 HVAC CONTRACT REC	100-709-52023	549.25
CARDINAL SERVICES INC	010608	09/12/2024	REC/COMMUNITY CENTER	100-705-52023	11.64
CARDINAL SERVICES INC	010608	09/12/2024	JANITORIAL-LIBRARY	100-706-52023	1,082.29
CARDINAL SERVICES INC	010608	09/12/2024	TEMPORARY EMPLOYMENT	100-708-52019	1,044.00
CARDINAL SERVICES INC	010608	09/12/2024	TEMPORARY EMPLOYMENT	100-708-52023	58.19
CARDINAL SERVICES INC	010608	09/12/2024	REC/COMMUNITY CENTER	100-709-52023	11.64
CARDINAL SERVICES INC	010951	09/12/2024	REC/COMMUNITY CENTER	100-705-52023	87.28
CARDINAL SERVICES INC	010951	09/12/2024	JANITORIAL-LIBRARY	100-706-52023	802.99
CARDINAL SERVICES INC	010951	09/12/2024	TEMPORARY EMPLOYMENT	100-708-52019	1,044.00
CARDINAL SERVICES INC	010951	09/12/2024	REC/COMMUNITY CENTER	100-709-52023	87.28
CARDINAL SERVICES INC	011281	09/12/2024	REC/COMMUNITY CENTER	100-705-52023	110.55
CARDINAL SERVICES INC	011281	09/12/2024	JANITORIAL-LIBRARY	100-706-52023	698.24
CARDINAL SERVICES INC	011281	09/12/2024	TEMPORARY EMPLOYMENT	100-708-52019	835.20
CARDINAL SERVICES INC	011281	09/12/2024	TEMPORARY EMPLOYMENT	100-708-52023	58.19
CARDINAL SERVICES INC	011281	09/12/2024	REC/COMMUNITY CENTER	100-709-52023	110.56
TYLER TECHNOLOGIES INC	025-471713	09/12/2024	CREDIT MEMO INVOICE 025	100-707-52019	-600.00
TYLER TECHNOLOGIES INC	025-471713	09/12/2024	LICENSING ONLINE COMPON	100-707-52019	1,200.00
PATH POINT MERCHANT SER	07.01.24-07.31.24 3040	09/12/2024	GENERAL SERVICE MERCHAN	100-707-52020	379.29
PORTLAND GENERAL ELECTR	08.07-09.06.24	09/12/2024	0153585940 1820 OLD PORT	100-705-52003	233.75
PORTLAND GENERAL ELECTR	08.07-09.06.24	09/12/2024	0153585940 1820 OLD PORT	100-709-52003	233.75
MAILBOXES NORTHWEST	08.30.24	09/12/2024	POSTAGE 2801 ACCT 1 PD	100-705-52001	33.74
CENTURY LINK	09.03.24 7305	09/12/2024	503-366-1101	100-712-52010	1,398.42
KATHERINE MCCARTER	09.06.24	09/12/2024	DISBURSEMENT OF RESTITUT	100-000-21000	50.00
AINSLEY MANESH	09.10.24	09/12/2024	REFUND AFTERSCHOOL PRO	100-000-35018	340.00
NW NATURAL GAS	09.10.24	09/12/2024	5638	100-705-52003	47.05
CHARLES AKIN BLITZ	09.10.24	09/12/2024	ATTORNEY FEES JUNE 24-AU		2,320.00
NW NATURAL GAS	09.10.24	09/12/2024	7673	100-706-52003	134.92
NW NATURAL GAS	09.10.24	09/12/2024	8563	100-708-52003	25.06
NW NATURAL GAS	09.10.24	09/12/2024	3047	100-708-52003	24.26
NW NATURAL GAS	09.10.24	09/12/2024	6430	100-709-52003	21.73
NW NATURAL GAS	09.10.24	09/12/2024	5285	100-715-52003	19.21
NW NATURAL GAS	09.10.24	09/12/2024	2848	100-715-52003	19.21
RICOH USA INC	108519027	09/12/2024	POLICE EQUIPMENT LEASE 1	100-705-52001	300.29
BIO-MED TESTING SERVICES		09/12/2024	PRE EMPLOYMENT TEST	100-702-52019	50.00
STEVEN R SCHARFSTEIN	146	09/12/2024	COURT ATTORNEY FEES	100-704-52019	600.00
COMCAST BUSINESS	217204097	09/12/2024	FIBER INTERNET ACCT 93457		4,819.73
DEPARTMENT OF TRANSPOR		09/12/2024	DMV SERVICES ACCT 61018	100-702-52019	20.50
JORDAN RAMIS PC ATTORNE		09/12/2024	ST HELENS ASSETS LLC LITIG	100-715-52019	15,996.00
OREGONIAN MEDIA GROUP	2296840	09/12/2024	JOB POSTINGS	100-702-52014	900.00
ORKIN	266433659	09/12/2024	1810 OLD PORTLAND RD PES		96.49
ORKIN	266433659	09/12/2024	1810 OLD PORTLAND RD PES		96.50
ORKIN	267301776	09/12/2024	375 S 18TH ST LIBRARY	100-706-52023	150.00
PEAK ELECTRIC GROUP LLC	29363	09/12/2024	ELECTRICAL WORK AT ST HEL		295.00
ECONORTHWEST	29956	09/12/2024	ST HELENS ECONOMIC OPPO		2,940.00
STAPLES BUSINESS CREDIT	7001921620	09/12/2024	OFFICE SUPPLES	100-704-52001	148.88
STAPLES BUSINESS CREDIT	7001921620	09/12/2024	OFFICE SUPPLES	100-704-52001	45.49
3 ELS 503111233 CILEDIT	. 551521020	55/ 12/ 2027	OTTICE SOLITEES	230 707 32001	43.43

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STAPLES BUSINESS CREDIT	7001921620	09/12/2024	OFFICE SUPPLES	100-711-52001	15.39
STAPLES BUSINESS CREDIT	7001921620	09/12/2024	OFFICE SUPPLES	100-715-52001	638.15
COUNTRY MEDIA INC	712450	09/12/2024	PUBLIC NOTICE	100-710-52011	172.05
VERIZON	9972742736	09/12/2024	CELL SERVICE ACCT 2420601		169.59
METRO PRESORT	IN670322	09/12/2024	UB BILL PRINTING	100-707-52008	1,339.61
					· ·
METRO PRESORT	IN670322	09/12/2024	UB BILL PRINTING -POSTAGE	100-707-52009	3,104.17
L.N CURTIS AND SONS	INV861669	09/12/2024	POLICE UNIFORMS	100-705-52002	328.89
ABC TRANSCPRIPTION SERVI	STH0924027	09/12/2024	TRANSCRIPTION - ST HELENS	_	275.40
			F	und 100 - GENERAL FUND Total:	52,192.50
Fund: 201 - VISITOR TOURISM					
TREADWAY EVENTS & ENTER	. 1635	09/10/2024	ST HELENS TOURISM EVENT	201-000-52039	38,320.00
CORPORATION DIVISION	09.09.24	09/12/2024	TRADE & SERVICE MARK "SPI		50.00
HUDSON GARBAGE SERVICE	14428244S046	09/12/2024	8526 13 NIGHTS ON THE RIV		280.20
TREADWAY EVENTS & ENTER		09/06/2024	ST HELENS TOURISM EVENT		38,320.00
TREADWAT EVENTS & EIVTER	. 1054	03/00/2024		d 201 - VISITOR TOURISM Total:	76,970.20
			Full	u 201 - VISITOR TOOKISIVI Total.	70,370.20
Fund: 202 - COMMUNITY DEV	ELOPMENT				
PORTLAND GENERAL ELECTR	08.07-09.06.24	09/12/2024	1277060585 1300 KASTER RD	202-722-52003	143.11
PORTLAND GENERAL ELECTR	08.07-09.06.24	09/12/2024	7357701000 1300 KASTER RD	202-722-52003	23.31
PORTLAND GENERAL ELECTR	08.07-09.06.24	09/12/2024	1650931000 1300 KASTER RD	202-722-52003	22.63
NW NATURAL GAS	09.04.24	09/12/2024	NATURAL GAS 1300 KASTER	202-722-52003	72.89
CITY OF ST. HELENS	09.10.24	09/12/2024	DEPOSIT TO WAUNA EVENT	202-000-54002	100,000.00
TRAVEL INFORMATION COU		09/12/2024	NATL. DOWNTOWN HISTORI		167.00
MAUL FOSTER ALONGI INC	62676	09/12/2024	BWP ON CALL SERVICES	202-722-52019	1,158.75
MAUL FOSTER ALONGI INC	62677	09/12/2024	CENTRAL WATERFRONT SCO		1,481.25
MOORE EXCAVATION INC	M-532 PAYMENT #3	09/12/2024	UNDERGROUNDING ELECTRI		49,086.98
WOORE EXCAVATION INC	IVI-332 PATIVIEINT #3	09/12/2024			
			Fund 202 - CON	MMUNITY DEVELOPMENT Total:	152,155.92
Fund: 203 - COMMUNITY ENH	ANCEMENT				
CARDINAL SERVICES INC	010608	09/12/2024	TEMPORARY EMPLOYMENT	203-709-52028	328.78
CARDINAL SERVICES INC	010667	09/12/2024	TEMPORARY EMPLOYMENT	203-709-52028	452.07
CARDINAL SERVICES INC	010951	09/12/2024	TEMPORARY EMPLOYMENT	203-709-52028	770.58
CARDINAL SERVICES INC	011281	09/12/2024	TEMPORARY EMPLOYMENT	203-709-52028	698.64
CARDINAL SERVICES INC	10065	09/12/2024	TEMPORARY EMPLOYMENT	203-709-52028	987.98
				IMUNITY ENHANCEMENT Total:	3,238.05
					-,=
Fund: 205 - STREETS					
PORTLAND GENERAL ELECTR	08.07-09.06.24	09/12/2024	4854421000 STREET LIGHTI	205-000-52003	60.25
				Fund 205 - STREETS Total:	60.25
Fund: 601 - WATER					
NW NATURAL GAS	09.10.24	09/12/2024	2942	601-732-52003	2.90
ADVANCED ELECTRICAL	219018	09/12/2024	1215 4 THS T WORK	601-732-52019	324.05
NORTHSTAR CHEMICAL	291603	09/12/2024	SODIUM HYPOCHLORITE 12	601-732-52083	9,893.59
EAGLE STAR ROCK PRODUCTS		09/12/2024	ROCK SENIOR CENTER	601-731-52001	1,124.06
EAGLE STAR ROCK PRODUCTS		09/12/2024	ROCK 13TH ST WATER	601-731-52001	713.92
CORE & MAIN	INV0009797	09/12/2024	MATERIALS	601-732-52001	240.81
				601-732-52001	
CORE & MAIN	INV0009977	09/12/2024	CHLORINE REAGENT		138.09
CORE & MAIN	V560482	09/12/2024	MATERIALS	601-731-52001	2,697.50
				Fund 601 - WATER Total:	15,134.92
Fund: 603 - SEWER					
TROTTER & MORTON FACILI	82521	09/11/2024	C10855 MAINTENANCE AGR	603-736-52023	324.50
TROTTER & MORTON FACILI	82521	09/11/2024	C10855 MAINTENANCE AGR	603-737-52023	324.50
CARDINAL SERVICES INC	010608	09/12/2024	JANITORIAL-WWTP	603-736-52023	29.09
CARDINAL SERVICES INC	010608	09/12/2024	JANITORIAL-WWTP	603-737-52023	29.09
CARDINAL SERVICES INC	010951	09/12/2024	JANITORIAL-WWTP	603-736-52023	46.55
CARDINAL SERVICES INC	010951	09/12/2024	JANITORIAL-WWTP	603-737-52023	46.55
CARDINAL SERVICES INC	011281	09/12/2024	JANITORIAL-WWTP	603-736-52023	23.28
CARDINAL SERVICES INC	011281	09/12/2024	JANITORIAL-WWTP	603-737-52023	23.28
NW NATURAL GAS	09.10.24	09/12/2024	5750	603-736-52003	20.38
NW NATURAL GAS	09.10.24	09/12/2024	5750	603-737-52003	20.37
BUELL CLABRATION & CONT	3639	09/12/2024	BI ANNUAL ON SITE CALIB	603-736-52019	400.00

#### **Expense Approval Register**

Packet: APPKT0: Item #19.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BUELL CLABRATION & CONT	3639	09/12/2024	BI ANNUAL ON SITE CALIB	603-737-52019	400.00
ALS GROUP USA CORP	36-51-656834-0	09/12/2024	TESTING AT ORPET	603-736-52064	423.00
HASA	992014	09/12/2024	MULTI CHLOR	603-736-52083	11,262.06
				Fund 603 - SEWER Total:	13,372.65
Fund: 703 - PW OPERATIONS					
TROTTER & MORTON FACILI	82543	09/11/2024	C11183 HVAC SERVICE AGRE.	703-739-52120	1,504.00
CARDINAL SERVICES INC	010608	09/12/2024	TEMPORARY EMPLOYMENT	703-734-52019	817.92
CARDINAL SERVICES INC	010951	09/12/2024	TEMPORARY EMPLOYMENT	703-739-52019	1,022.40
CARDINAL SERVICES INC	011281	09/12/2024	TEMPORARY EMPLOYMENT	703-739-52019	817.92
COLUMBIA RIVER FIRE AND	09.05.24	09/12/2024	SHARED COST JOINT MAINT .	703-739-52099	540.49
NW NATURAL GAS	09.10.24	09/12/2024	7720	703-734-52003	19.21
NW NATURAL GAS	09.10.24	09/12/2024	8675	703-734-52003	19.21
OREGON OCCUPATIONAL M	120906	09/12/2024	EXAM	703-734-52019	60.00
VIRTUAL PROJECT MANAGER	12-4178	09/12/2024	CAPITAL IMPROVEMETN CL	703-733-52019	1,250.00
PAPE MACHINERY	15593504	09/12/2024	PARTS	703-739-52099	876.70
CHRISTOPHER JAMES CAVEN	1955	09/12/2024	ROOF COATING	703-734-52023	1,200.00
			Fu	and 703 - PW OPERATIONS Total:	8,127.85
Fund: 706 - PUBLIC SAFETY					
OTAK INC	000092400087	09/12/2024	PUBLIC SAFETY BUILDING	706-000-52019	1,610.44
				Fund 706 - PUBLIC SAFETY Total:	1,610.44
				Grand Total:	322,862.78

#### **Fund Summary**

Fund	-	Expense Amount
100 - GENERAL FUND		52,192.50
201 - VISITOR TOURISM		76,970.20
202 - COMMUNITY DEVELOPMENT		152,155.92
203 - COMMUNITY ENHANCEMENT		3,238.05
205 - STREETS		60.25
601 - WATER		15,134.92
603 - SEWER		13,372.65
703 - PW OPERATIONS		8,127.85
706 - PUBLIC SAFETY		1,610.44
	<b>Grand Total:</b>	322,862.78

## **Account Summary**

Account Summary				
Account Number	Account Name	<b>Expense Amount</b>		
100-000-21000	Court - Restitution	50.00		
100-000-35018	Fees - Recreation	340.00		
100-702-52014	Recruiting	900.00		
100-702-52019	Professional Services	345.90		
100-704-52001	Operating Supplies	148.88		
100-704-52019	Professional Services	1,000.00		
100-705-52001	Operating Supplies	334.03		
100-705-52002	Personnel Uniforms Equ	328.89		
100-705-52003	Utilities	280.80		
100-705-52019	Professional Services	2,320.00		
100-705-52023	Facility Maintenance	305.96		
100-706-52003	Utilities	134.92		
100-706-52023	Facility Maintenance	2,733.52		
100-706-52028	Projects & Programs	462.00		
100-707-52001	Operating Supplies	45.49		
100-707-52008	Printing	1,339.61		
100-707-52009	Postage	3,104.17		
100-707-52019	Professional Services	600.00		
100-707-52020	Bank Service Fees	3,717.72		
100-708-52003	Utilities	49.32		
100-708-52019	Professional Services	2,923.20		
100-708-52023	Facility Maintenance	116.38		
100-708-52046	Dock Services	295.00		
100-709-52003	Utilities	255.48		
100-709-52023	Facility Maintenance	1,505.73		
100-710-52011	Public Information	172.05		
100-710-52028	Projects & Programs	2,940.00		
100-711-52001	Operating Supplies	15.39		
100-712-52003	Utilities	4,819.73		
100-712-52010	Telephone	1,568.01		
100-715-52001	Operating Supplies	638.15		
100-715-52003	Utilities	38.42		
100-715-52019	Professional Services	15,996.00		
100-715-52023	Facility Maintenance	2,367.75		
201-000-52028	Projects & Programs	330.20		
201-000-52039	Contracted Events-Profe	76,640.00		
202-000-54002 202-721-52019	INTERFUND LOAN Professional Services	100,000.00		
202-721-52019	Utilities	167.00		
202-722-52003	Professional Services	261.94		
202-722-52019	Downtown Infrastructure	1,158.75		
202-723-53102 202-726-52019	Professional Services	49,086.98		
202-726-52019 203-709-52028	Projects & Programs	1,481.25 3,238.05		
205-000-52003	Utilities	60.25		
601-731-52001	Operating Supplies	4,535.48		
601-732-52001	Operating Supplies Operating Supplies	4,333.48 378.90		
001-732-32001	Operating Jupplies	376.30		

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#### **Account Summary**

Account Number	Account Name	Expense Amount
601-732-52003	Utilities	2.90
601-732-52019	Professional Services	324.05
601-732-52083	Chemicals	9,893.59
603-736-52003	Utilities	20.38
603-736-52019	Professional Services	400.00
603-736-52023	Facility Maintenance	423.42
603-736-52064	Lab Testing	423.00
603-736-52083	Chemicals	11,262.06
603-737-52003	Utilities	20.37
603-737-52019	Professional Services	400.00
603-737-52023	Facility Maintenance	423.42
703-733-52019	Professional Services	1,250.00
703-734-52003	Utilities	38.42
703-734-52019	Professional Services	877.92
703-734-52023	Facility Maintenance	1,200.00
703-739-52019	Professional Services	1,840.32
703-739-52099	<b>Equipment Operations</b>	1,417.19
703-739-52120	Facility Maintenance Ot	1,504.00
706-000-52019	<b>Professional Services</b>	1,610.44
	Grand Total:	322,862.78

#### **Project Account Summary**

Project Account Key		Expense Amount
**None**		322,862.78
	Grand Total:	322.862.78

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St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 201 - VISITOR TOURISM					
GOOD DOG PRODUCTIONS I	145785	09/19/2024	KATHY NAJIMY- HALLOWEEN	201-000-52039	22,500.00
			Fund	201 - VISITOR TOURISM Total:	22,500.00

Grand Total: 22,500.00

**Expense Approval Register** 

Packet: APPKT0: Item #19.

**Fund Summary** 

 Fund
 Expense Amount

 201 - VISITOR TOURISM
 22,500.00

Grand Total: 22,500.00

**Account Summary** 

Account NumberAccount NameExpense Amount201-000-52039Contracted Events-Profe...22,500.00

Grand Total: 22,500.00

**Project Account Summary** 

Project Account Key Expense Amount

\*\*None\*\* 22,500.00

Grand Total: 22,500.00

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St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
CENTURY LINK	09.06.24 333899231	09/17/2024	632B	100-712-52010	43.15
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	150 S 13TH ST- POLICE	100-705-52003	105.30
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	150 S 13 ST POLICE STATION	100-705-52003	563.36
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	375 S 18TH ST COLUMBIA CE	100-706-52003	1,031.94
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	50 PLAZA SQ- PLAZA OUTLETS	100-708-52003	43.54
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	162 MCMICHAEL ST - CAMPB	100-708-52003	631.07
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	475 S 18TH ST - MCCORMICK	100-708-52003	859.80
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	475 S 18TH ST	100-708-52003	84.14
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	475 S 18 ST METER 10220167	100-708-52003	68.99
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	200 N RIVER ST - GREY CLIFFS		42.22
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	475 S 18TH ST	100-708-52003	23.38
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	200 N 7TH ST - PARK	100-708-52003	36.75
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	475 S 18TH ST- MCCORMICK	100-708-52003	40.73
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	264 STRAND ST- COL VIEW P	100-708-52003	30.54
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	299 N 6TH ST - PARKS	100-708-52003	36.36
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	264 STRAND ST- PARKS/ GAZ	100-708-52046	48.77
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	265 STRAND ST DOCKS	100-708-52046	275.52
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	264 STRAND ST- COL VIEW P	100-708-52046	30.57
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	2625 GABLE RD REC CENTER	100-709-52003	306.43
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	265 STRAND ST- CITY HALL	100-715-52003	157.76
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	265 STRAND ST- CITY HALL	100-715-52003	426.73
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	277 STRAND ST -	100-715-52003	36.59
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	275 STRAND ST- CITY HALL U	100-715-52003	106.94
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	277 STRAND ST- CITY HALL U	100-715-52003	76.96
ANGELA GARRETT	09.16.2	09/17/2024	JURY DUTY PAY	100-704-52019	10.00
OREGON DEPARTMENT OF R	09.16.24	09/17/2024	STATE MISD	100-000-20800	185.00
OREGON DEPARTMENT OF R	09.16.24	09/17/2024	UNITARY	100-000-20800	3.46
OREGON DEPARTMENT OF R	09.16.24	09/17/2024	STATE VIOLATION	100-000-20800	860.00
OREGON DEPARTMENT OF R	09.16.24	09/17/2024	STATE DUII DIVERSION	100-000-20800	215.00
OREGON DEPARTMENT OF R		09/17/2024	STATE DUII CONVICTION FEE	100-000-20800	129.00
COLUMBIA COUNTY TREASU	09.16.24	09/17/2024	COUNTY ASSESSMENT	100-000-20900	210.04
COLUMBIA COUNTY TREASU	09.16.24	09/17/2024	JAIL ASSESSMENT	100-000-20900	2.06
COLUMBIA COUNTY TREASU	09.16.24	09/17/2024	CITY COURT COSTS DEDUCT	100-000-36002	-21.21
MARY DOUTHWAITE	09.16.24	09/17/2024	JURY DUTY PAY	100-704-52019	10.00
LISA BRAATEN	09.16.24	09/17/2024	JURY DUTY PAY	100-704-52019	10.00
LANEY COARD	09.16.24	09/17/2024	JURY DUTY PAY	100-704-52019	10.00
RACHAEL BARRY -	09.16.24	09/17/2024	JURY DUTY PAY	100-704-52019	10.00
RAY DRAKE	09.16.24	09/17/2024	JURY DUTY PAY	100-704-52019	10.00
JOSH SHERE	09.16.24	09/17/2024	JURY DUTY PAY	100-704-52019	10.00
ANTHONY BYLES	09.16.24	09/17/2024	JURY DUTY PAY	100-704-52019	10.00
RICKIE SNIDER	09.16.24	09/17/2024	JURY DUTY PAY	100-704-52019	10.00
SONJA PACHECO	09.16.24	09/17/2024	JURY DUTY PAY	100-704-52019	10.00
DONNA BEELER	09.16.24	09/17/2024	JURY DUTY PAY	100-704-52019	10.00
LAURA STAFFORD	09.16.24	09/17/2024	JURY DUTY PAY	100-704-52019	10.00
PATRICIA OLSON	09.16.24	09/17/2024	JURY DUTY PAY	100-704-52019	10.00
HOLLY CINKOSKY	09.16.24	09/17/2024	JURY DUTY PAY	100-704-52019	10.00
JEANNINE WETHERN	09.16.24	09/17/2024	JURY DUTY PAY	100-704-52019	10.00
PAUL LANGE	09.16.24	09/17/2024	JURY DUTY PAY	100-704-52019	10.00
MARY WALKER	09.16.24	09/17/2024	JURY DUTY PAY	100-704-52019	10.00
DEANNA TINKESS	09.16.24	09/17/2024	JURY DUTY PAY	100-704-52019	10.00
BRENDA BARNARD	09.16.24	09/17/2024	JURY DUTY PAY	100-704-52019	10.00
BECKY STILES	09.16.24	09/17/2024	JURY DUTY PAY	100-704-52019	10.00
CORPORATION DIVISION	09.16.24	09/17/2024	TRADEMARK CITY LOGO	100-715-52001	50.00

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Expense Approval Register				Packet. APPKIO.	
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SKYLINE TITLE	09.17.24	09/17/2024	REFUND PUBLIC RECORDS D	100-000-37004	20.00
MORE POWER TECHNOLOGY	16382	09/17/2024	24TB BCDR APPLIANCE WITH	100-712-52019	902.00
MORE POWER TECHNOLOGY	16477	09/17/2024	24TB BCDR APPLIANCE WITH	100-712-52019	902.00
MORE POWER TECHNOLOGY	16501	09/17/2024	MICROSOFT 365 BUS STAND	100-712-52006	2,858.40
MORE POWER TECHNOLOGY	16573	09/17/2024	PREMIUM AGREEMENT MO	100-712-52019	9,272.17
MORE POWER TECHNOLOGY	16574	09/17/2024	24TB BCDR APPLIANCE WITH	100-712-52019	902.00
QWEST DBA CENTURYLINK A	3263X204-S-24255	09/17/2024	5163X204S3	100-712-52010	80.33
COUNTRY MEDIA INC	716984	09/17/2024	PUBLIC NOTICE	100-707-52019	145.20
SHRED-IT C/O STERICYCLE INC		09/17/2024	CITY HALL SHRED SERVICE	100-715-52001	118.24
SHRED-IT C/O STERICYCLE INC		09/17/2024	POLICE DEPT SHRED SERVICE	100-705-52019	89.76
TAWNI SWANSON	9.16.24	09/17/2024	JURY DUTY PAY	100-704-52019	10.00
	AIE20642	09/17/2024	ANNUAL BILLING	100-703-52018	1,323.95
ENTERPRISE FM TRUST	FBN5137860	09/17/2024	PARKS & REC FLEET	100-709-52097	469.51
ENTERPRISE FM TRUST	FBN5137861	09/17/2024	596107 BUILDING	100-711-52097	522.55
ENTERPRISE FM TRUST	FBN5137867	09/17/2024	CITY HALL FLEET	100-715-52097	7.00
ENTERPRISE FM TRUST	FBN5137911	09/17/2024	PLANNING FLEET	100-710-52097	451.21
MORE POWER TECHNOLOGY		09/18/2024	PREMIUM AGREEMENT MO	100-712-52019	9,272.17
JORDAN RAMIS PC ATTORNE		09/18/2024	GENERAL -AUGUST 2024	100-715-52019	9,510.12
JORDAN RAMIS PC ATTORNE		09/18/2024	EMPLOYMENT MATTERS-AU		1,610.00
JORDAN RAMIS PC ATTORNE JORDAN RAMIS PC ATTORNE		09/18/2024	E2C DISPUTE - AUGUST 2024	100-715-52019	2,680.00
	FBN5121036	09/18/2024	PROJECT ARCADIA SALE AUG		9,357.50
ENTERPRISE FM TRUST ENTERPRISE FM TRUST		09/18/2024	LEASE LEASE	100-705-52097	2,477.78
ENTERPRISE FM TRUST	FBN5130329 FBN5130329	09/18/2024	MAINTENANCE	100-705-52097 100-705-52098	13,888.76 467.18
ENTERPRISE FIVI TRUST	FBN3130329	09/18/2024		und 100 - GENERAL FUND Total:	74,278.72
			r.	and 100 - GENERAL FOND Total.	74,276.72
Fund: 201 - VISITOR TOURISM					
KJ SECURITY SOLUTIONS & L		09/18/2024	REPIN LOCK ON MASONIC BU		156.00
MASONIC BUILDING LLC	09.04.24	09/18/2024	LEASE PAYMENT OCT NOV D		16,500.00
NW NATURAL GAS	09.10.24 3946961-4	09/18/2024	Natural Gas-Masonic Building	201-000-52131	19.21
NW NATURAL GAS	09.10.24 3963776-4	09/18/2024	Natual Gas-Masonic Building	201-000-52131	47.74
IVY HOUSE MEDIA LIMITED	GHM-0624-08	09/18/2024	SPIRIT OF HALLOWEENTOWN	201-000-52019 d 201 - VISITOR TOURISM Total:	5,950.00
			runc	201 - VISITOR TOORISIN TOTAL.	22,672.95
Fund: 202 - COMMUNITY DEVI					
LOWER COLUMBIA ENGINEE		09/17/2024	PROJECT 3568 -RIVERWALK I		390.00
MAYER REED INC	15328	09/17/2024	ST HELENS RIVERWALK	202-723-53103	9,234.25
MOORE SITE SERVICES LLC	24094	09/17/2024	MECHANICAL SUPPORT MILL		5,381.40
ADVANCED EXCAVATING SPE	24033-04	09/18/2024	P-525A ST HELENS RIVERWA	1MUNITY DEVELOPMENT Total:	226,987.35
			Fund 202 - CON	INIONITY DEVELOPMENT Total:	241,993.00
Fund: 205 - STREETS					
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	495 S 18TH ST - LIGHT SIGNAL		58.15
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	265 STRAND ST	205-000-52003	3,708.27
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	35320 SYKES RD	205-000-52003	44.17
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	191 N MILTON WAY - SIGNAL	205-000-52003	45.26
COLUMBIA RIVER PUD	09.13.24 7493 09.13.24 7493	09/17/2024	1800 COLUMBIA BLVD - SIG 58651 COL HWY GATEWAY A	205-000-52003	116.61
COLUMBIA RIVER PUD COLUMBIA RIVER PUD		09/17/2024	1370 COLUMBIA BLVD FOU		36.77 44.71
COLUMBIA RIVER PUD	09.13.24 7493 09.13.24 7493	09/17/2024	191 N MILTON WAY- LANDS	205-000-52003	36.67
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024 09/17/2024	2198 COLUMBIA BLVD - SIG	205-000-52003	50.10
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	715 S COLUMBIA RIVER HWY		46.82
COLOIVIBIA RIVER FOD	09.13.24 7493	03/17/2024	713 3 COLOWIDIA RIVER HWY	Fund 205 - STREETS Total:	4,187.53
From de COA - NAATED					.,_0.
Fund: 601 - WATER	00 12 24 7402	00/17/2024	62420 COLLINADIA DIVED LIVAN	601 721 52002	110.03
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	62420 COLUMBIA RIVER HWY		119.82
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	57500 OLD PORTLAND RD	601-731-52003	42.80
COLUMBIA RIVER PUD COLUMBIA RIVER PUD	09.13.24 7493 09.13.24 7493	09/17/2024 09/17/2024	1680 1 ST - 2300 STRAND ST - WELL 2	601-731-52003 601-731-52003	1,351.91 1,404.37
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	END OF KESTREL VIEW DRIVE	601-731-52003	1,404.37
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	35261 PITTSBURG RD- PW W		38.55
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	1215 FOURTH ST - WFF	601-732-52003	5,746.31
GRANICH ENGINEERED PRO	09.13.24 CSH7	09/17/2024	ACCOUNT CSH7 BI-0373225	601-732-53302	6,826.50
		11			2,220.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LAWRENCE OIL COMPANY	CFSI-22946	09/17/2024	247752 WATER	601-732-52022	50.78
CORE & MAIN	INV0010083	09/17/2024	MATERIALS	601-732-53302	8,353.84
				Fund 601 - WATER Total:	24,045.39
Fund: 603 - SEWER					
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	240 CLARK ST PUMP STATION	603-735-52003	36.75
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	451 PLYMOTH ST - WWTP L	603-736-52003	2,326.05
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	451 PLYMOTH ST - WWTP L	603-737-52003	2,326.03
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	58791 58725 COL RIV HWY P	603-738-52003	44.66
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	169 S 4TH ST WATER FLOW	603-738-52003	43.23
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	134 N 1ST- PS 2 8873519	603-738-52003	84.06
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	110 S 4TH ST - PS 3	603-738-52003	41.90
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	505 S 1ST ST PUMP STATION	603-738-52003	42.42
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	35120 MAPLE ST PS 11	603-738-52003	91.89
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	58360 OLD PORTLAND RD - P	. 603-738-52003	204.28
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	318 S 1ST ST- PS #1 8805564	603-738-52003	81.33
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	240 MADRONA CT	603-738-52003	135.28
MARSHALL ENVIRONMENTAL	1927	09/17/2024	SITE VISIT	603-737-52019	1,448.74
PEAK ELECTRIC GROUP LLC	29385	09/17/2024	ELECTRICAL WORK WWTP	603-737-52019	1,770.00
				Fund 603 - SEWER Total:	8,676.62
Fund: 703 - PW OPERATIONS					
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	1230 DEER ISLAND RD - PW	703-734-52003	73.45
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	984 OREGON ST	703-734-52003	303.76
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	650 OREGON ST -LEMONT P	703-734-52003	370.44
COLUMBIA RIVER PUD	09.13.24 7493	09/17/2024	984 OREGON ST - PW SHOP	703-734-52003	122.39
PAPE MACHINERY	15592392	09/17/2024	TOOL CHISEL	703-734-52001	959.08
LAWRENCE OIL COMPANY	CFSI-22946	09/17/2024	247750 PUBLIC WORKS	703-734-52022	54.56
LAWRENCE OIL COMPANY	CFSI-22946	09/17/2024	247748 PUBLIC WORKS	703-734-52022	757.48
ENTERPRISE FM TRUST	FBN5137890	09/17/2024	<b>ENGINEERING FLEET 619034</b>	703-733-52097	591.08
ENTERPRISE FM TRUST	FBN5137902	09/17/2024	ENTERPRISE FLEET LEASE &	703-734-52097	783.13
			Fur	nd 703 - PW OPERATIONS Total:	4,015.37
				Grand Total:	379,869.58

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#### **Fund Summary**

Fund		Expense Amount
100 - GENERAL FUND		74,278.72
201 - VISITOR TOURISM		22,672.95
202 - COMMUNITY DEVELOPMENT		241,993.00
205 - STREETS		4,187.53
601 - WATER		24,045.39
603 - SEWER		8,676.62
703 - PW OPERATIONS		4,015.37
	<b>Grand Total:</b>	379,869.58

## **Account Summary**

Account Summary					
Account Number	Account Name	Expense Amount			
100-000-20800	Court - State Assessment	1,392.46			
100-000-20900	Court - County Assessm	212.10			
100-000-36002	Fines - Court	-21.21			
100-000-37004	Miscellaneous	20.00			
100-703-52018	Professional Developme	1,323.95			
100-704-52019	Professional Services	210.00			
100-705-52003	Utilities	668.66			
100-705-52019	Professional Services	89.76			
100-705-52097	Enterprise Fleet	16,366.54			
100-705-52098	Enterprise Fleet Mainte	467.18			
100-706-52003	Utilities	1,031.94			
100-707-52019	Professional Services	145.20			
100-708-52003	Utilities	1,897.52			
100-708-52046	Dock Services	354.86			
100-709-52003	Utilities	306.43			
100-709-52097	Enterprise Fleet	469.51			
100-710-52097	Enterprise Fleet	451.21			
100-711-52097	Enterprise Fleet	522.55			
100-712-52006	Computer Maintenance	2,858.40			
100-712-52010	Telephone	123.48			
100-712-52019	Professional Services	21,250.34			
100-715-52001	Operating Supplies	168.24			
100-715-52003	Utilities	804.98			
100-715-52019	Professional Services	23,157.62			
100-715-52097	Enterprise Fleet	7.00			
201-000-52019	Professional Services	6,106.00			
201-000-52131	Contracted Building Leas	16,566.95			
202-722-52019	Professional Services	5,381.40			
202-723-53103	Riverwalk Construction	236,611.60			
205-000-52003	Utilities	4,187.53			
601-731-52003	Utilities	3,067.96			
601-732-52003	Utilities	5,746.31			
601-732-52022	Fuel	50.78			
601-732-53302	ANNUAL MAINT- OPS	15,180.34			
603-735-52003	Utilities	36.75			
603-736-52003	Utilities	2,326.05			
603-737-52003	Utilities	2,326.03			
603-737-52019	Professional Services	3,218.74			
603-738-52003	Utilities	769.05			
703-733-52097	Enterprise Fleet	591.08			
703-734-52001	Operating Supplies	959.08			
703-734-52003	Utilities	870.04			
703-734-52022	Fuel	812.04			
703-734-52097	Enterprise Fleet	783.13			
	Grand Total:	379,869.58			

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#### **Project Account Summary**

Project Account Key
\*\*None\*\*

Expense Amount 379,869.58

**Grand Total:** 

379,869.58





St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUNI	D				
Peterson, Jason Eric	INV0007309	09/19/2024	Bail Refund Peterson, Jason	E 100-000-20200	400.00
Perez Lopez, Mariano	INV0007310	09/20/2024	BAIL REFUND-Perez Lopez,	. 100-000-20200	1,960.00
				Fund 100 - GENERAL FUND Total:	2,360.00
				Grand Total:	2,360.00

**Expense Approval Register** 

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Item #19.

**Fund Summary** 

Fund **Expense Amount** 100 - GENERAL FUND 2,360.00

**Grand Total:** 2,360.00

**Account Summary** 

**Account Number Account Name Expense Amount** 100-000-20200 Court - Bail 2,360.00

**Grand Total:** 2,360.00

**Project Account Summary** 

**Project Account Key Expense Amount** \*\*None\*\* 2,360.00

**Grand Total:** 2,360.00

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