



# COUNCIL WORK SESSION

Wednesday, December 03, 2025 at 3:00 PM

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## COUNCIL MEMBERS:

Mayor Jennifer Massey  
Council President Jessica Chilton  
Councilor Mark Gundersen  
Councilor Russell Hubbard  
Councilor Brandon Sundeen

## LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)

Website | [www.sthelensoregon.gov](http://www.sthelensoregon.gov)

Email | [kpayne@sthelensoregon.gov](mailto:kpayne@sthelensoregon.gov)

Phone | 503-397-6272

Fax | 503-397-4016

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## AGENDA

### CALL WORK SESSION TO ORDER

### CLEARING CONFUSION AND SETTING THE FACTS STRAIGHT

- [1.](#) Response to November 5 Visitor Comments

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

### DISCUSSION TOPICS

- [2.](#) 3:10PM - Employee Length of Service Recognition - Pati Askelson (5 Years) and Mouhamad Zaher (5 Years)
- [3.](#) 3:15PM - Quarterly Reports from City Departments/Divisions - Public Works, Library, and Police (Informational)
- [4.](#) 3:25PM - Review Staff Report regarding WWTP Local Limits Evaluation - *Water Quality Manager Aaron Kunders*
5. 3:40PM - Discussion Regarding Frequency of Joint Meetings with Boards and Commissions - *City Planner Jacob Graichen*
- [6.](#) 3:55PM - Review Request for Leak Adjustment at 196 S. River Street - *City Administrator John Walsh*
- [7.](#) 4:05PM - Discussion Regarding Allowing Side-by-Sides in City Limits - *Mayor Jennifer Massey*
8. 4:20PM - Update on Parks and Trails Signage - *Mayor Jennifer Massey*
9. 4:35PM - Follow-Up on Potential Amendments to the Parks and Trails Master Plan - *Mayor Jennifer Massey*
- [10.](#) 4:50PM - Report from City Administrator John Walsh

### ADJOURN

### EXECUTIVE SESSION

*Following the conclusion of the Council Work Session, an Executive Session is scheduled to take place to discuss:*

- *Labor Negotiations, under ORS 192.660(2)(d);*
- *Real Property Transactions, under ORS 192.660(2)(e);*

- *Exempt Records/Confidential Attorney-Client Privileged Memo, under ORS 192.660(2)(f); and*
- *Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h).*

*Representatives of the news media, 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.*

## **FOR YOUR INFORMATION**

Upcoming Dates to Remember:

- November 27 & 28, Thanksgiving Holiday, City Offices Closed
- December 3, 3:00PM, Council Work Session, Council Chambers/Zoom
- December 3, 7:00PM, Council Regular Session, Council Chambers/Zoom
- December 8, 4:00PM, Parks & Trails Commission, Council Chambers/Zoom
- December 8, 7:15PM, Library Board, Zoom
- December 9, 6:30PM, Planning Commission, Council Chambers/Zoom
- December 10, 4:00PM, Joint Council & Planning Commission, Council Chambers/Zoom

Future Public Hearing(s)/Forum(s):

- PH: January 21, 6:40PM, Annexation of Approximately 6.57 Acres (Stutzman)

## **VIRTUAL MEETING DETAILS**

Join: <https://us02web.zoom.us/j/85806548429?pwd=8awciOFcgBofnl7xCxvhBhmIoJwtP1.1>

Passcode: 779209

Phone one-tap: +12532158782

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

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

# CLARIFICATION MEMO TO PUBLIC COMMENT

## For City Council Meetings held on November 5, 2025

There are no responses to visitor comments for the November 5, 2025, City Council meetings.



## LENGTH OF SERVICE RECOGNITION



To: Mayor and City Council

From: Kathy Payne, Human Resources Coordinator/City Recorder

Date: December 3, 2025

I am happy to announce that we have two employees who has reached a milestone in their employment with the City of St. Helens. The following individuals will be recognized at the December 3 Work Session.

### **5 Years!**

**Pati Askelson** (fka: Pati Ruiz) started working with the City on November 10, 2020 as a Police Support Specialist. In May of 2021, her position was reviewed and reclassified as a Records and Evidence Specialist, where she continues to serve the City and community of St. Helens.

**Mouhamad Zaher** started working with the City on November 16, 2020 as our Public Works Director where he continues to serve the City and the community of St. Helens, tackling large public improvement projects and developing a successful team to work with.

**Congratulations Pati and Mouhamad** and **thank you** for your service to our community!

# QUARTERLY REPORT TO COUNCIL

**Meeting Date:** Wednesday, Dec 03, 2025

**Prepared by:** Public Works Director - Zaher

**Department:** Public Works

**Reporting Period:** November 2025 Report

**CC:** City Administrator John Walsh



## 1. General Operations

The Public Works Department continued to deliver daily essential services across the City throughout November 2025, with a focus on water distribution, wastewater management, stormwater system maintenance, and infrastructure development.

In addition, Public Works crews performed extensive maintenance and repair work throughout the city, including meter replacement, sewer repairs, storm drain cleaning, vegetation management, and response to callouts related to weather events and infrastructure issues.

Crews completed significant maintenance work including:

- **Water Division:** Replaced 7 meters, repaired a shut-off at 104 Halsey St, and replaced a meter box at 2535 Columbia Blvd.
- **Sewer Division:** Conducted jetting, repaired sewer lines at 174 Lee St, and cleared multiple blockages citywide.
- **Stormwater:** Continued cleaning and CCTV inspection of storm drain lines as part of the SD-201 program.
- **ROW Maintenance:** Mowed city rights-of-way, cleared blackberry overgrowth, and removed hazardous trees at Old Portland Rd. & Gable Rd. and S. 9th St.

## Wastewater Treatment Plant

- **Repaired Line to Aerator #6:** A line to Aerator #6 was repaired after being chewed through by nutria.
- **Secondary Totalizer Issue:** The secondary totalizer was not reading correctly. A technician has been scheduled to troubleshoot the issue.
- **Contact Tank Flow Meters:** Ken Buell came onsite to troubleshoot both the secondary totalizer and contact tank flow meters.
- **Scrap Metal Removal:** Three dump truck loads of scrap metal were removed from around the plant to improve safety and aesthetics.

- **Contact Tank Flow Meter Adjustment:** Ken Buell returned to reset the zero point on the contact tank flow meters to ensure more accurate readings.

### Water Filtration Facility

- **Neutralization Flow Meter Issue:** The Neutralization flow meter continued to present challenges and is under ongoing monitoring.
- **Building Maintenance:** The facility's gutters were cleaned to prevent drainage issues.
- **Calibration:** The Finish Water pH probe was calibrated to maintain consistent water quality.
- **Entrance Gate Repair:** Metro Gate was onsite to troubleshoot the entrance gate, repairing a loose wire.
- **Chlorine Monitor Issue:** A low-flow warning on the chlorine monitor was addressed by flushing the feed lines, which resolved the alarm.
- **Neutralization Flow Meter Troubleshooting:** Brock from Taurus worked on the Neutralization flow meter. After resetting the flow numbers, they will be monitored daily to ensure accuracy.
- **Air Compressor Service:** Rogers Machinery performed routine servicing of the air compressor and drying units. During the service, the fire alarm was unintentionally triggered, prompting a response from the fire department. The situation was resolved quickly, though a follow-up on the alarm notification system is pending.

### Pump Stations

- **PS#1:** A successful test run was conducted on the generator, which transferred power seamlessly after an Automatic Transfer Switch alarm.
- **PS#5:** A meeting was held with contractors and the engineering department to discuss potential capacity improvements for the station.

### Key Metrics (October 2025):

- 8 active capital projects under management
- 44 meetings held by Engineering Division
- 216 door hangers delivered for delinquent accounts
- 30 delinquent water accounts disconnected/reconnected
- 63 utility locates marked

## 2. Staffing & Personnel

- The Public Works team continues to operate efficiently despite a hiring freeze currently in effect. The Engineering Division would like to request an authorization to hire a full-time Construction Inspector to support the upcoming Sewer Capacity Project scheduled for Spring 2026. Or look at professional services to address the inspection role which is on Freeze.
- All Public Works staff participated in CPR and safety training in October, with additional FEMA training scheduled for the Engineering Manager in early December. Internal staff development included technical sessions on erosion control, design standards, and field safety awareness.
- The Public Works team received the prestigious APWA Oregon 2025 Project of the Year Award in the Transportation category, recognizing excellence in infrastructure improvements and community impact

## 3. Projects & Initiatives

### A. Ongoing Key Projects

- **Sewer Capacity Upgrades (S-679):** Design phase with active permitting and easement acquisition. SRF loan processing is underway. Next steps include finalizing design and securing funding approval for spring 2026 construction start.
- **Reservoir Siting Study (W-484):** Geotechnical investigation complete; environmental review and public outreach in progress. Public open house held **November 13, 2025**.
- **Street Lighting Policy (R-726):** Drafting phase in collaboration with Columbia River PUD and Operations Division. Budget impact limited to internal staff time; no major capital expenditure anticipated.
- **Pump Station #7 Upgrades (S-679A):** Design scope being revised to match CDBG grant limits. Targeting 60% design completion for funding readiness.
- **S 16th St Watermain Replacement (W-486):** In design; replacement of failing galvanized main to be completed by in-house crew.
- **N 6th/Columbia Blvd Improvements (P-540):** Performance bond executed; construction to begin upon building permit approval.
- **Old Portland Rd & S 14th St Storm Drain (SD-203):** Design in progress; construction to be completed by Public Works Operations.
- **Transportation System Management Plan (R-714):** ODOT reviewing contract execution for next phase.
- **Punch List:** 90% complete. Only two items pending are installing the Caps on intersections and planters and fix landscaping along trail.

## B. Upcoming Projects

- **Railroad Avenue Watermain Replacement (W-485):** Planned start in winter 2025/26. Funded through capital improvement budget, bidding documents in preparation.
- **Engineering Design Manual Update:** Expected to improve design standards, ensure consistency across divisions, and enhance compliance with APWA accreditation requirements. Development planned for early 2026.
- **Sewer Capacity Construction Phase:** Planned for spring 2026 pending inspector hire and final permit approvals.
- **Temperature TMDL Plan:** Preliminary work underway with final plan due September 2026.

## 4. Upcoming Events & Important Dates

- **Reservoir Siting Study Open House:** Held November 13, 2025 – St. Helens City Hall. Purpose: Present findings and gather public input on proposed reservoir locations.
  - **Utilities Rate Town Hall:** December 2025 – Stakeholders include City Council, Public Works Department, Finance Division, and community members. Expected outcome: Educate the public on rate adjustments and upcoming infrastructure investments.
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# QUARTERLY REPORT TO COUNCIL

Meeting Date: December 3, 2025

Prepared by: Suzanne Bishop

Department: Library

Division:

Reporting Period: June 11, 2025 – November 29, 2025

CC: City Administrator John Walsh, Kathy Payne,  
Lisa Scholl



## 1. General Operations (unless otherwise noted, figures are for July 1 – October 31, 2025)

- Building use:
  - 23% increase over 2024
  - Library only: 13,535
  - Columbia Center only (hallway, meeting rooms, Makerspace): 3,720
- Open hours: 820
- Library cards issued: 474
  - 53% increase over 2024
- Summer Library Challenge participants and minutes read
  - Youth participants: 336; 83,183 minutes
  - Teen: 63; 33,670 minutes
  - Adult: 156; 148,242 minutes
- Programs (excluding Summer Library Challenge special programs)
  - Children's story times attendance: 394
  - LEGO Free Play: 48
  - Adults and Crafts: 77
  - Monthly Book Club: 48
  - "Birding for Kids" with Tom Myers: 36
- Makerspace users and programs (most Makerspace programming was curtailed during the Summer Library Challenge)
  - Maker Monday (drop-in hours)
  - Makerspace appointments
  - Maker Friday (drop-in hours)
  - Junior Makers (ages 10 – 14): 28
  - Maker Kids (ages 6 – 10): 13
  - Teen Makers (ages 13 – 18): 20
- Hallway displays:
  - Library Adults and Crafts "Bad Art" competition
  - Artwork by Art Happens group

## 2. Staffing & Personnel

- **Library Assistant:** Hiring is underway for a Library Assistant to fill the position recently vacated.

### 3. Projects & Initiatives

#### A. Ongoing Key Projects

- **Oregon Heritage Grant:** \$4,383 awarded to support digitization of the *St. Helens Chronicle* (2019 – 2024), research at the University of Oregon Archives, and community outreach. The project is administered by Patron Services Librarian Brenda Herren-Kenaga.
- **New Makerspace hours:** To better align Youth/Makerspace Librarian Jana Wiersma's hours with the job description, regular Makerspace hours have been reduced, focusing on the most frequently used hours and types of service.
- **Many Lands, Many People Biennial Columbia County Genealogy Conference:** Presented on September 20, 2025. It included two tracks and nationally recognized speakers in a hybrid format. Approximately 40 participants. Mayor Massey and Councilor Sundeen spoke.
- **Local history room:** Continue inventory and catalog of local history materials to make available to the public. Public Services Librarian Brenda Herren-Kenaga has regular office hours and is available for appointments.
- **Library Board:** Met on April 14 and May 12. The Board is continuing their review of the 2023-2028 strategic plan to recommend updated focus areas. Board member Kelsey Knutson was approved by City Council.
- **Extensive community outreach:** Highlights include presentations to several SHPL classes, a meet and greet with Amani Mental Health, Head Start story times, Kiwanis Children's Fair, and Recreation summer camps.
- **Spanish language translation:** this initiative includes translations of Summer Library Challenge schedules, the library welcome brochure and others.
- **Friends of the St. Helens Public Library:** Staff attended their monthly meetings. Provided funds and volunteers to support the Columbia County Biennial Conference, the Summer Library Challenge, and other programs.
- **Seed exchange:** Continuing a successful collaboration with the Master Gardeners of Columbia County.
- **Puzzle exchange:** free exchange, no check out required.
- **Building maintenance:** Annual inspection of security and fire suppression systems. Miscellaneous building repairs included ADA pads.
- **Federal funding:** Future funding for the State Library of Oregon remains contingent on the results of the Congressional reconciliation bill. Funding for the current state fiscal year (ending June 30, 2026) is secured. Potential impacts to the library include extensive services, especially by SLO staff consultation.
- **State Library Board:** Library Director spoke before the State Library of Oregon board about the importance of State Library staff and other resources to the library, especially staff support and online databases.

#### B. Upcoming Projects

- **Columbia County Authors Special Collection:** the library has established a special collection containing books by authors living or working in Columbia County, and members of the St. Helens Writers Guild and the Scappoose Writers Group. The collection will open in February 2026. Library Technician Nicole Woodruff is managing the initiative.

- **First annual Stories by the River Festival:** month-long event will include writers' workshops, arts and crafts programs, events for the public and will culminate in the introduction of *Hidden World*, the first anthology of works by members of the St. Helens Writers' Guild and the Scappoose Writers' Group.
- **Summer Library Challenge:** Staff preparation for the Challenge including scheduling and planning for 2026.

#### 4. Key upcoming Events & Important Dates

*(Provide information on city-related events, meetings, and deadlines relevant to the department.)*

- Friends of the St. Helens Public Library meeting: December 3
- "Raising Kids in a Digital World" Sesame Street Workshop Family Storytime: December 6
- Library Board meeting: December 8
- Adults and Crafts "Yarn Gnome Ornament": December 9
- Book Club "Four Agreements" by Don Miguel Ruiz: December 16
- ?? Festival: February 14 – March 14, 2026

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**Attachments – n/a**

# QUARTERLY REPORT TO COUNCIL



Meeting Date: December 3, 2025  
Prepared by: Chief Matthew Smith  
Department: Police  
Division:  
Reporting Period: September 3, 2025 to December 3, 2025  
CC: City Administrator John Walsh

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## 1. General Operations

- *The St. Helens Police Department has two officers attending the Department of Public Safety, Standards, and Training [DPSST] during this reporting period. Officer Payton Rue and Officer Jennifer Stratton are both scheduled to graduate from DPSST during the first quarter of 2026*
- *The St. Helens Police Department responded to 3,990 calls for service during this reporting period. This included 139 Welfare Checks, 117 Suspicious Circumstances, 14 suspected overdoses, 85 calls involving non-familial disturbances, and 84 Domestic Disturbances.*
- *St. Helens Police Officers conducted 91 traffic stops during this reporting period*
- *Detectives executed two different search warrants related to referrals from the Internet Crimes Against Children [ICAC] Taskforce*
- *Keegan Gollehon plead guilty to two counts of Sexual Abuse in the Second Degree related to a report that that Gollehon sexually assaulted two different women in 2023*

## 2. Staffing & Personnel

- *The St. Helens Police Department has tendered three conditional offers of employment to three highly qualified applicants. One applicant has successfully passed their Background Investigation is scheduled to attend their medical and psychological evaluations on December 8<sup>th</sup>, 2025. The other two applicants should complete their Background Investigations by the end of December of 2025.*
- *Officer Raethke completed training related to Background Investigations and has been selected as a new background investigator*
- *Detective Edwards and Officer Raethke attended the Southern Police Institute's Homicide Investigation course*
- *Detective Edwards attended and graduated from the Reid Interviewing and Interrogation Program*
- *Officers attended and completed firearms training this quarter*
- *Sergeants Gaston and Eustice, as well as Officers Raethke, Marshall, and Coy, completed the Taser Instructor Program*
- *Officers Sprinzel and Stratton attended Wickland-Zulawski's Interview and Interrogation course*
- *Officer Marshall attended and graduated from a Defense Tactics Instructor Program*
- *Sgt. Eustice and Patti Ruiz attended a Property/Evidence Course that was hosted by the Oregon Peace Officer's Association*
- *Sgt. Eustice was also selected as a board member for the Oregon Peace Officer's Association*
- *Dylan Gaston was promoted to Sergeant and is being assigned to Patrol*

### 3. Projects & Initiatives

#### A. Ongoing Key Projects

- *Drone Program: Officer Sprinzi is continuing his work in conceptually developing a Drone Program at the St. Helens Police Department*
- *Fleet Reduction: Lt. Treat is continuing his efforts to reduce the size and cost of the vehicle fleet. Lt. Treat is planning on selling three additional vehicles during the first quarter of 2026.*

#### B. Upcoming Projects

- *The St. Helens Police Department is hosting an interviewing and interrogation course on December 10, 2025 that is being taught by Paul Carroll, retired Detective from the Chicago Police Department*
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## STAFF REPORT (Item Specific)

Item #4.

Meeting Date:	December 3, 2025
Author:	Aaron Kunders
Department:	Public Works
Division:	Water Quality
Subject:	Local Limits Evaluation
Type of Item:	Council Action
CC:	City Administrator John Walsh

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**Introduction:** The Department of Environmental Quality (DEQ) is requiring the City to perform an evaluation of the local limits as part of our recent NPDES permit.

**Background:** The local limits refer to a list of pollutants that must be monitored by industries that utilize the wastewater treatment plant. The evaluation determines the effectiveness of the treatment plant to remove the pollutants and set the limits the industries must meet in order to discharge. They were last performed in 2017 and with the closure of industries, they need to be updated. These limits apply to all categorical industries that discharge to the Wastewater Treatment Plant.

**Staff Analysis:** The Local Limits evaluation is required in our NPDES permit and is outside the current staff's expertise.

**Budget Impact:** \$150/hour. Estimated \$18,000

**Alternatives:** The other two unsolicited bids were from Black and Veatch for \$37,371 and Geosyntec for \$58,000.

**Requested Action:** Authorize the Personal Service Agreement with Steve Anderson for \$18,000.

**Attachments:**

- Project Description and Cost Estimate from Steve Anderson

## **PROJECT DESCRIPTION AND COST ESTIMATE FOR LOCAL LIMITS EVALUATION FOR THE CITY OF ST. HELENS, OREGON**

Steve Anderson

October 1, 2025

### **PROJECT APPROACH**

- Review data collected by the City and DEQ that will be used in the local limits evaluation. Make recommendations for further sampling if necessary to complete local limits calculations.
- Collect and review information relevant to performing the Maximum Allowable Headworks Loading (MAHL) analysis: the NPDES Permit, DEQ Permit Evaluation Report, Pretreatment Program Annual Reports, Biosolids Management Plan, Biosolids Annual Reports, Discharge Monitoring Reports, Mixing Zone Study reports, Local Limits Sampling and Analysis Plan (SAP), previous Local Limits Evaluation Reports, and monitoring data collected under the Local Limits SAP and NPDES monitoring requirements.
- Utilize monitoring data to calculate removal efficiencies to be used in the MAHL analysis.
- Utilize the DEQ Local Limits Workbook to complete the MAHL analysis and allocate the headworks loadings appropriately to convert to local limits.
- Utilize existing software to calculate applicable Water Quality Criteria for copper using the Biotic Ligand Model, and incorporate these results into the DEQ Local Limits Workbook.
- Conduct mass balance calculations in accordance with DEQ guidance.
- Write the draft local limits evaluation report for the City's review prior to submittal to DEQ.
- Respond to DEQ comments on the draft local limits evaluation report.
- Organize any meetings necessary to educate City staff, communicate the status of the evaluation, and request additional data and information as needed.

### **FEES AND COSTS**

- All work performed to complete this project will be billed at a flat rate of \$150.00/hour (this is the same rate used for the past four years).
- No additional costs will be incurred by the City unless it is required to travel to the City facilities, in which case a fee based on mileage will be charged in addition to the time required to have meetings. If the client desires an initial meeting requiring travel before an agreement is reached, the City will not be charged for the travel time, meeting time, or mileage.
- Estimated number of hours for project completion is 120 hours. Estimated cost is \$18,000.

# City of St. Helens

## 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 Anderson** (“Contractor”).

### RECITALS

**A.** The City is in need of personal services for the Local Limits Evaluation, 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 Local Limits, and Contractor accepts such engagement. The principal contact for Contractor shall be Steve Anderson, phone 503 591-9960.

**2. Scope of Work.** The duties and responsibilities of Contractor, 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 of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on January 31, 2027. 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 C.

**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:** Steve Anderson  
1345 SW 209<sup>th</sup> Ave  
Beaverton, OR 97003

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 Termination for Cause.** 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** Termination for Convenience. 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** Liability of Contractor for Claims Other Than Professional Liability. 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** Liability of Contractor for Claims for Professional Liability. 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 subcontractor.

**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** 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.

**16.8** No person may 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:

**16.8.1** Either:

**16.8.1.1** 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

**16.8.1.2** 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

**16.8.2** For all work performed on Saturday and on any legal holiday specified in ORS 279C.540;

**16.8.3** 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.).

**16.9** 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.

**16.10** 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.

**16.11** 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.

**16.12** Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

**16.13** 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 statutes, rules and regulations.

**16.14** 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.

**16.15** 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.

**16.16** 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.

**16.17** 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.

**16.18** 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.

**16.19** Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017.

**16.20** 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.

**16.21** Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

**16.22** 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:****CITY OF ST. HELENS**

Council Meeting Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CONTRACTOR:****STEVE ANDERSON**

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

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

City Attorney

**ATTACHMENT A**  
**Scope of Work**

To perform a technical evaluation of the local limits and update if necessary for the Wastewater Treatment Plant.

## 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
<b>General Liability</b>	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	YES
Please indicate if Claims Made or Occurrence			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
<b>Workers' Compensation</b>	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
<b>Professional Liability</b>	Per occurrence  Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	YES

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.

## **ATTACHMENT C**

### **Terms of Compensation**

#### **PROJECT DESCRIPTION AND COST ESTIMATE FOR LOCAL LIMITS EVALUATION FOR THE CITY OF ST. HELENS, OREGON**

Steve Anderson  
October 1, 2025

#### **PROJECT APPROACH**

- Review data collected by the City and DEQ that will be used in the local limits evaluation. Make recommendations for further sampling if necessary to complete local limits calculations.
- Collect and review information relevant to performing the Maximum Allowable Headworks Loading (MAHL) analysis: the NPDES Permit, DEQ Permit Evaluation Report, Pretreatment Program Annual Reports, Biosolids Management Plan, Biosolids Annual Reports, Discharge Monitoring Reports, Mixing Zone Study reports, Local Limits Sampling and Analysis Plan (SAP), previous Local Limits Evaluation Reports, and monitoring data collected under the Local Limits SAP and NPDES monitoring requirements.
- Utilize monitoring data to calculate removal efficiencies to be used in the MAHL analysis.
- Utilize the DEQ Local Limits Workbook to complete the MAHL analysis and allocate the headworks loadings appropriately to convert to local limits.
- Utilize existing software to calculate applicable Water Quality Criteria for copper using the Biotic Ligand Model, and incorporate these results into the DEQ Local Limits Workbook.
- Conduct mass balance calculations in accordance with DEQ guidance.
- Write the draft local limits evaluation report for the City's review prior to submittal to DEQ.
- Respond to DEQ comments on the draft local limits evaluation report.
- Organize any meetings necessary to educate City staff, communicate the status of the evaluation, and request additional data and information as needed.

#### **FEES AND COSTS**

- All work performed to complete this project will be billed at a flat rate of \$150.00/hour (this is the same rate used for the past four years).
- No additional costs will be incurred by the City unless it is required to travel to the City facilities, in which case a fee based on mileage will be charged in addition to the time required to have meetings. If the client desires an initial meeting requiring travel before an agreement is reached, the City will not be charged for the travel time, meeting time, or mileage.
- Estimated number of hours for project completion is 120 hours. Estimated cost is \$18,000.

**From:** [Dawn Richardson](#)  
**To:** [Kathy Payne](#); [Lisa Scholl](#)  
**Cc:** [Jamie Ford](#)  
**Subject:** Leak Adjustment Request  
**Date:** Tuesday, November 4, 2025 10:20:47 AM  
**Attachments:** [image001.png](#)  
[doc11018420251104093107.pdf](#)

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Please see attached for council approval at the 11/19/25 meeting. The customer at 196 S River St (Yachts Land-Homeowners Association) has requested a leak adjustment for July and August billings. The total adjustment would come out to a total credit of -\$3873.83

The leak has since been fixed and receipts were provided.

Thank you,  
**Dawn Richardson**  
Administrative Billing Specialist  
City of St. Helens  
Ph: 503-397-6272  
[www.sthelensoregon.gov](http://www.sthelensoregon.gov)



#### 4. BILLING ADJUSTMENTS

##### Misread Meters

If a meter is misread, the City will refund any/all late fees and re-read the meter and adjust the bill accordingly for that period.

##### Leak Adjustments

- a) The water leak adjustment form is available on the City's website and at the Utility Billing counter. This form must be completed within 45 days of the billing date in question.
- b) The water leak adjustment form must be accompanied by a 3<sup>rd</sup> party statement (plumbing service, etc.) that says a leak was present and repaired and/or receipts for leak repair materials if completed by the homeowner.
- c) If the water leak adjustment is not approved by Utility Billing staff, Finance Director, or City Administrator, the customer will receive notification from the City with a specific reason why from the Finance Director. A customer can request an appeal process with City Council during a public meeting. If the water leak is approved, the City will use the customer's average seasonal usage for the previous 3 years as a base for consumption. If the customer does not have enough history to complete this, the City will use the previous one to three consecutive months of consumption to calculate the leak and volume adjustment amount. Once approved, the leak adjustment amount will be credited back to the customer's account and the customer will be notified by the City.
- e) The minimum credit issued will be \$15.00.

**LEAK ADJUSTMENT REQUEST - Residential**

Item #6.

Prepared By: Dawn Richardson  
 Customer Name: Yachts Land  
 Account #: 23-04281-000

Date Filled Out: 11/03/25  
 Date of Bill: 07/22/25

<b>Enter Billing Specifics:</b>		<b>System Name</b>	<b>Detail</b>	<b>Amount</b>	<b>Volume</b>	<b>Rate</b>
RESIDENTIAL		Water	Consumption	3,545.11	59,100	5.9985 Residential
		Water	Fixed	12.05		
		Water	Utility Assist	-		No
		Sewer	Winter Avg	-	-	8.4907 Winter Avg
		Sewer	Fixed	-		Standard Fixed
		Public Safety	Fixed	10.00		
		Storm	Fixed	16.97	-	
<b>Original Bill Amount =</b>				<b>3,584.13</b>		

  

<b>Previous Years Average</b>		<b>LEAK ADJUSTMENT (50% Leak Amount)</b>				
<u>Month / Year</u>	<u>Consumption</u>	<u>System Name</u>	<u>Detail</u>	<u>Amount</u>	<u>Volume</u>	<u>Rate</u>
7/15/24	7,580	Water	Consumption	1,618.60	26,984	5.9985
7/15/23	4,970					
7/15/22	2,850					
Average =	5,133	Sewer	Winter Avg			-
				<b>1,618.60</b>		

  

Adjustment Dollars: 1,618.60 Adj Water Volume 26,984 Adj Sewer Volume 1,305	<b>Notes:</b> Customer had multiple leaks fixed by Nick Clark Masonry. They installed new shut off and fixed hose bib that was snapped off. Secured water lines with hangers. Receipt provided.
Finance Director Authorization & Date Above	
Entered By & Date Above	



**LEAK ADJUSTMENT REQUEST - Residential**

Item #6.

Prepared By: Dawn Richardson  
 Customer Name: Yachts Land  
 Account #: 23-04281-000

Date Filled Out: 11/03/25  
 Date of Bill: 06/24/25

<b>Enter Billing Specifics:</b>		<b>System Name</b>	<b>Detail</b>	<b>Amount</b>	<b>Volume</b>	<b>Rate</b>
RESIDENTIAL		Water	Consumption	4,750.81	79,200	5.9985 Residential
		Water	Fixed	12.05		
		Water	Utility Assist	-		No
		Sewer	Winter Avg	-	-	8.4907 Winter Avg
		Sewer	Fixed	-		Standard Fixed
		Public Safety	Fixed	10.00		
		Storm	Fixed	16.97	-	
<b>Original Bill Amount =</b>				<b>4,789.83</b>		

  

<b>Previous Years Average</b>		<b>LEAK ADJUSTMENT (50% Leak Amount)</b>				
<u>Month / Year</u>	<u>Consumption</u>	<u>System Name</u>	<u>Detail</u>	<u>Amount</u>	<u>Volume</u>	<u>Rate</u>
6/15/24	5,960	Water	Consumption	2,255.23	37,597	5.9985
6/15/23	4,570					
6/15/22	1,490					
Average =	4,007	Sewer	Winter Avg			-
				<b>2,255.23</b>		

  

Adjustment Dollars: 2,255.23 Adj Water Volume 37,597 Adj Sewer Volume 1,305	<b>Notes:</b> Customer had multiple leaks fixed by Nick Clark Masonry. They installed new shutoff and fixed hose bib that was snapped off. Secured water lines with hangers. Receipt provided.
Finance Director Authorization & Date Above	
Entered By & Date Above	

# CITY OF ST. HELENS UTILITIES



275 Strand Street

St. Helens, OR 97051

Phone: 503-397-6272

RECEIVED  
OCT 31 2025  
CITY OF ST. HELENS

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

## REQUEST FOR LEAK ADJUSTMENT

The City of St. Helens Utilities has a policy of issuing partial adjustment for water leaks that are repaired by customers in a timely manner. Adjustments issued are based on your average usage for the same period in previous years. This average is deducted from the total consumption used during the time of the leak and an adjustment 50% of the water overage will be credited to your account.

## DESCRIBE THE REPAIRS OR SPECIFIC CIRCUMSTANCE OF YOUR REQUEST

The Marina was notified by the HOA that there is excessive water usage for billing dates 6/24 thru 7/22. The marina contracted Nick Clark Masonry to locate and repair the leaks on 7/27. Repair invoice is attached.

ACCOUNT # 23-04281-000

ACCOUNT NAME: Yachts Landing Homeowners Assoc

PHONE NUMBER                     

SERVICE ADDRESS: 196 S. River St.

MAILING ADDRESS: PO Box 1501 St Helens 97051

SIGNATURE: Pat Olson Treasurer HOA

Nick S Clark Masonry Inc.  
 Po Box 1455  
 Clatskanie, Oregon 97016  
 Phone: (503) 728-2441  
 Fax: (503) 728-2441  
 Email: nick.clark@csnet.net

**Bill To**

Yahts Landing Dock Work  
 St Helens, Or 97051

Payment Terms	Due upon receipt
Invoice #	105
Date	07/26/2025
Business / Tax #	license#182004

Description	Total
Water repair	\$600.00
For repairs to water system. Installed new shut off on 40ft dock. Also fixed hose bid that was snapped off. Then secured the water lines with hangers.	

Subtotal	\$600.00
Total	\$600.00

YACHTS LANDING MARINA ASSOC		2-2606/710	104
P.O. BOX 1501			
SAINT HELENS, OR 97051-0908		DATE 7/27/25	
PAY TO THE ORDER OF	NICK CLARK MASONRY	\$ 600 <sup>00</sup>	
	Six hundred dollars no/100	DOLLARS	
BMO	BMO Bank N.A. Chicago, Illinois		
MEMO	INV#105		

CITY OF ST. HELENS: PERTAINING TO" AUTHORIZING THE OPERATION OF CLASS IV ALL- TERRAIN VEHICLES ON STREETS LOCATED WITHIN THE CITY OF ST. HELENS, OREGON, BUT SUBJECT TO THE PROVISION OF ORS 821.200(1), AND PROVIDING A PENALTY FOR THE VIOLATION THEREOF.

**WHEREAS,** The City of St. Helens to allow Class IV All-Terrain Vehicles (ATVs) side-by-side (SxS) vehicles on designated city streets. This proposal outlines a policy, with an bi-annual permit fee structure and clear regulations for safe and responsible SxS usage; and

**WHEREAS,** the St. Helens City Council has determined that it is necessary to impose certain restrictions on the operation of all-terrain vehicles on such streets for the purpose of protecting the interest and safety of the general public;

**NOW THEREFORE,**

The City of St. Helens does ordain as follows:

**Section 1. - Purpose:**

The purpose of this Ordinance is to authorize the operation of All-terrain vehicles on City streets within the City of St. Helens subject to the terms, provisions, rights and responsibilities as set forth in this Ordinance.

**Section 2. - Definitions:**

For the purpose of this Ordinance, the following definitions are hereby established:

**(a)** All-Terrain Vehicle(s) (ATV(s)), means Class I All-Terrain Vehicles, Class II All-Terrain Vehicles, Class III All-Terrain Vehicles, and/or Class IV All -Terrain Vehicles

**(b)** Oregon ATV Classifications examples:

- Class I ATVs: Quads and 3-wheelers
- Class II ATVs: Off-road trucks, jeeps, and dune buggies
- Class III ATVs: Off-road motorcycles
- Class IV ATVs: Side-by-Sides (e.g., RZR, Pioneer, etc.)

**(c)** Applies only to Class IV ATVs (Side-by-Sides).

**(d)** Excludes quads, motorcycles, and off-road trucks.

**(e)** ATV Operator Permit, means the ATV Safety Education Card issued upon completion of an Oregon Parks and Recreation Departments approved ATV Safety Education course and passage of the minimum standards test of ATV Safety Education competency as established by the Oregon Parks and Recreation Department as set forth in OAR 736-004-0015(10).

Class I All-Terrain Vehicles, as defined by ORS 801.190. is a motorized, off-highway recreational vehicle that (a) is 50 inches or less in width, (b) has a dry weight of 1,200 pounds or less, (c) travels on three or more pneumatic tires that are six inches or more in width and that are designed for use on wheels with a rim diameter of 14 inches or less, (d) uses handlebars for steering, (e) has a seat designed to be straddled for the operator, and (f) is designed for or capable of cross-country travel

on or immediately over land, water, sand, snow, ice, marsh, swampland, or other natural terrain. Class I All-Terrain Vehicles may also be known as quads, three-wheelers, or four wheelers.

**(f)** Class II All-Terrain Vehicles, as defined by ORS 801.193 is any motor vehicle that (a) weighs more than or is wider than a Class I All-Terrain Vehicle, (b) is designed for or capable of cross-country travel on or immediately over land, water, sand, snow, ice, marsh, swampland, or other natural terrain, (c) is not a Class IV All-Terrain Vehicle, and (d) is street-legal, is registered under ORS 803.420, and has a roof or roll bar. Class II All-Terrain Vehicles may also be known as four-by-fours, pickups, jeeps, sand rails, dune buggies, and SUV's.

**(g)** Class III All-Terrain Vehicle and Class IV All-Terrain Vehicle(s), as defined by ORS 801.194. Class III All-Terrain Vehicle means a motorcycle that travels on two tires and that is actually being operated off highway.

**(h)** Class IV is any motorized vehicle that (a) travels on four or more pneumatic tires that are six inches or more in width and that are designed for use on wheels with a rim diameter of 14 inches or less, (b) is designed for or capable of cross-country travel on or immediately over, land, water, snow, ice, marsh, swampland or other natural terrain, (c) Has non-straddle seating (d) Has a steering wheel for steering control, (e) Has a dry weight of 1,800 pounds or less; and (f) Is 65 inches wide or less at its widest point, or current manufacturing standards of width and weight from the factory. Class IV All-Terrain Vehicles may also be known as side-by-sides (SXS).

**(i)** Driver License, has the meaning given that term under ORS 801.245.

**(j)** Motorcycle Helmet, has the meaning given that term under ORS 801.366. ORS

801.366 defines a Motorcycle Helmet as a protective covering for the head consisting of a hard, outer shell, padding adjacent to and inside the outer shell and a chin-strap type retention system with a sticker indicating that the motorcycle helmet meets standards established by the United States Department of Transportation.

**(k)** Traffic Law(s), means any and all Oregon statutes and regulations relating in any way to the operation or use of motorized vehicles, including, without limitation, the Oregon Vehicle Code (ORS Chapters 801 to 826) and any regulations or administrative rules promulgated thereunder.

**(l)** Street(s) means all roads, streets, and alleys, other than Highway 30 as located within the boundaries of the City of St. Helens that are open, used or intended for use of the general public for vehicles or vehicular traffic as a matter of right.

**(m)** Hours of Operations, "daylight hours" means one hour before sunrise to one hour after sunset.

### **Section 3. operation of All-Terrain Vehicles on Streets Authorized.**

Subject to the provisions of this Ordinance, Class IV ATV's may be operated on Streets subject to the conditions and restriction set forth under ORS 821.200. All-Terrain Vehicles are prohibited from operating under this Ordinance on Highway 30 and Highway 30 as located within the City, except

that a person may, while operating a Class IV ATV, cross the above highways to the extent permitted under applicable Oregon law, including, without limitation, ORS 821.200.

#### **Section 4. Regulations for Operation of All-Terrain Vehicles.**

All-Terrain Vehicles operating under this Ordinance must be operated in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, all applicable Traffic Law requirements (including, without limitation, ORS 811.255) and all posted speed limits. Every operator of a permitted Side-by-Side (SxS) vehicle on public streets within the City of St. Helens must maintain liability insurance that meets or exceeds the minimum financial responsibility requirements set forth in ORS 806.010 and ORS 806.070.

Minimum liability coverage must be no less than the amounts required under ORS 806.070:

- (a) \$25,000 for bodily injury or death of one person;
- (b) \$50,000 for bodily injury or death of two or more persons; and
- (c) \$20,000 for injury to or destruction of property of others.”

(Shall mirror Oregon's standard auto insurance minimums.)

#### **Section 5. Licensed Driver 18 Years or Older Required.**

A person operating a Class IV ATV under this Ordinance must be 18 years of age or older and hold a valid Driver License.

#### **Section 6. All Terrain Vehicle Operator Permit Required.**

A person operating a Class IV All-Terrain Vehicle under this Ordinance must hold a valid Class IV ATV Operator Permit issued under ORS 390.577.

#### **Section 7. Safety Equipment Requirements.**

- (a) All side-by-sides must be equipped with a rear facing mirror.
- (b) Class IV vehicles are subject to noise ordinances and environmental impact regulations.
- (c) All-Terrain Vehicles operated under this Ordinance must be equipped with the safety equipment required under all applicable Traffic Laws, including, without limitation, ORS 821.030, ORS821.040, ORS821.220, ORS821.230, and OAR735-116-000.

#### **Section 8. Personal Protection.**

- (a) **Helmets:** All persons must wear a Motorcycle Helmet with a fastened chin strap while riding as a passenger on an ATV operated under this Ordinance.
- (b) **Eye Protection:** Eye protection is required in any vehicle without a windshield.

#### **Section 9. Safety Belt Requirements.**

A person must be properly secured with a safety belt or safety harness while operating or riding as a passenger on an ATV operated under this Ordinance if such ATV as required to be equipped with safety belts or safety harnesses at the time the ATV was manufactured, or safety belts or safety harness have been installed on the ATV.

## **Section 10. Speed Limits.**

All-Terrain Vehicles operated under this Ordinance must be operated in compliance with all posted speed limits and may not be operated (a) at a rate of speed greater than reasonable and proper under the existing conditions, or (b) in a negligent manner so as to endanger or cause injury, death, and/or damage to the operator or person or property of another.

## **Section 11. Prohibition on Operating All-Terrain While Driving Privileges Suspended.**

A person may not operate an ATV under this Ordinance while the person's driving privileges (i.e., Driver License) are suspended or revoked.

## **Section 12. Financial Requirements.**

All-Terrain Vehicles operated under this Ordinance must meet the financial responsibility requirements under ORS 806. For purposes of this Section 12, "financial responsibility requirements" means the ability to respond in damages for liability, on account of accidents arising out of the ownership, operation, maintenance, and/or use of an ATV, in a manner provided under ORS 806. The exemption in 806.020 does not apply to this ordinance.

## **Section 13. Hours of Operation Rules.**

All-Terrain Vehicles may be operated during daylight hours with headlights and taillights. All-Terrain Vehicles may be operated during hours of darkness and when limited visibility conditions exist if it is equipped with lighting equipment required for a motor vehicle under ORS 816.320 (For example, high and low beam headlights, taillights, turn signals, and brake lights).

## **Section 14. Posting.**

The City of St. Helens will post signs giving notice that the operation of ATVs is permitted upon Streets under the provisions of this Ordinance. The City of St. Helens will post such signs at locations necessary to inform the public that ATVs are permitted upon Streets, which sign locations will be determined by the City of St. Helens in its sole discretion.

## **Section 15. Liability.**

The operation of an ATV will be undertaken at the sole risk and responsibility of the owner and/or operator. The City of St. Helens, by passing this Ordinance, assumes no responsibility of the operation of such ATVs and will be held harmless in any action arising from the operation of such ATVs on or off any public way within the City limits, including, without limitation, Streets.

## **Section 16. Penalties.**

- (a) Any violation of this Ordinance that constitutes a violation of a Traffic Law, the penalty shall be the same as provided for by Oregon statute. Any other violation of this ordinance shall be commenced by the issuance of a citation and shall be prosecuted in the St. Helens Municipal Court as a City Violation as now in effect or as may be amended from time to time.

### **Section 17. Reference Statutes and Rules.**

All reference to particular laws, statutes, or rules include that law, statute, or rule as now in effect or as may be amended from time to time.

### **Section 18. Severability.**

To the extent any provision of this Agreement is prohibited by or held invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

### **Section 19. snowmobiles.**

Nothing contained in this Ordinance applies to the operation of snowmobiles as that term is defined by ORS 801.490.

### **Section 20. Modifications.**

The Chief of Police of the City of St. Helens has the authority to modify the provisions of this Ordinance as a result of the occurrence of special events. Such modifications shall be temporary in nature and shall not violate Traffic Laws.

### **Section 21. Fees and Permit Requirement:**

- (a) Class IV All-Terrain vehicles must obtain a Bi-Annual permit from the City of St. Helens.
  - a. To receive a City SxS sticker, residents must provide:
  - b. A valid driver's license
  - c. Proof of insurance meeting ORS requirements
  - d. Proof of ownership or lawful possession
  - e. Payment of the permit fee
- (b) A permit fee shall be determined by majority vote of City Council.
- (c) Permits will be issued with a city-specific St. Helens Class IV ATV (SxS) Sticker to be affixed in a predetermined, highly visible location on the vehicle.





## Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

Subject: **Administration & Community Development Dept. Report**

Date: December 3, 2025

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Business License Report attached.

ID	PERIOD	NAME	LICENSE CODE	BALANCE
00074	9/20/25- 9/20/26	*NEOTERIC WOOD ART	ART ART	0.00
00089	11/02/25-11/02/26	H & I STONE CASTING LLC	CONTCNC CONTRACTOR-CONCRETE	0.00
00095	11/23/25-11/23/26	COLUMBIA VETERINARY CLINIC	VET VETERINARY	0.00
00353	11/03/25-11/03/26	BLACK HAWK HOMES LLC	CONTGEN CONTRACTOR-GENERAL	0.00
00535	2/09/25- 2/09/26	COHO DISTRIBUTING LLC	DELIVERY DELIVERY SERVICE	0.00
00540	2/12/25- 2/12/26	S & J FOOD DISTRIBUTORS LLC	DELIVERY DELIVERY SERVICE	0.00
00828	3/15/25- 3/15/26	LP FERRELLGAS	DELIVERY DELIVERY SERVICE	0.00
00926	5/24/25- 5/24/26	SECURITAS TECHNOLOGY CORP	SECURITY SECURITY	0.00
00942	10/27/25-10/27/26	CRUNCHY LITTLES CONSIGNMENT	2NDHAND 2ND HAND DEALER/PAWN	0.00
00976	9/07/25- 9/07/26	ISON TRANSPORTATION INC	MARINA MARINA/REPAIR SVC	0.00
00997	10/22/25-10/22/26	HALEY & ALDRICH, INC	CONSULT CONSULTING	0.00
01002	11/12/25-11/12/26	NATIONAL CONST. RENTALS INC.	FENCE FENCE	0.00
01004	11/12/25-11/12/26	HOFFMAN STRUCTURES, INC.	CONTCNC CONTRACTOR-CONCRETE	0.00
01006	11/12/25-11/12/26	HOFFMAN CONSTRUCTION COMPANY	CONTGEN CONTRACTOR-GENERAL	0.00
01009	11/21/25-11/21/26	COLUMBIA COUNTY MOBILE PT	HOME HOME HEALTH CARE	0.00
01147	10/06/25-10/06/26	WESTSIDE LAUNDRY	LAUNDRY LAUNDROMAT/CLEANING	0.00
01148	10/06/25-10/06/26	WESTSIDE LAUNDRY	LAUNDRY LAUNDROMAT/CLEANING	0.00
01149	10/10/25-10/10/26	MILLER TERRY & KIMBERL	RENTRESI RENTAL - RESIDENTIAL	0.00
01185	2/19/25- 2/19/26	CASTLE MASONRY & RESTORATION	CONTMISC CONTRACTOR-MISC.	0.00
01244	8/24/25- 8/24/26	FOSTER MARY	2NDHAND 2ND HAND DEALER/PAWN	0.00
01254	9/13/25- 9/13/26	DIA DE LOS MUERTOS ST. HELENS	NONPROFI NON-PROFIT ORGANIZAT	0.00
01259	9/14/25- 9/14/26	ISLAND CREATIVE PRT & PUB	MARKETIN MARKETING	0.00
01269	9/30/25- 9/30/26	DERING KATHLEEN	MISC MISCELLANEOUS	0.00
01277	11/02/25-11/02/26	COCHRAN, INC.	CONTELEC CONTRACTOR-ELECTRICA	0.00
01377	9/20/25- 9/20/26	GOOD MACHINE LLC	CONSULT CONSULTING	0.00
01382	10/04/25-10/04/26	SALEM FIRE ALARM INC	CONTSAFE CONTRACTOR-SAFETY	0.00
01392	11/19/25-11/19/26	*SAINT HELENS COFFEE ROASTERS	RETAIL RETAIL	0.00
01476	9/09/25- 9/09/26	MCCLENDON JAMIE	CHILDCAR CHILD CARE	0.00
01480	9/16/25- 9/16/26	*GREENSCAPE YARD SOLUTION	LANDSCAP LANDSCAPING	0.00
01481	9/16/25- 9/16/26	THE FARM ON THE ROOF	RESTAURA RESTAURANT	0.00
01482	9/16/25- 9/16/26	UPTOWN WINE & TABLE	RETAIL RETAIL	0.00
01483	9/16/26- 9/16/27	*TWO PAWS TRAPPING	TRAP TRAPPING/FUR	0.00
01484	9/16/25- 9/16/26	G.H. MCCULLOCH, INC	CONTINDU CONTRACTOR-INDUSTRIA	0.00
01485	9/16/25- 9/16/26	YANKTON STORE CO LLC	RESTAURA RESTAURANT	0.00
01486	9/19/26- 9/26/26	DYLAN CRAWFORD CONSTRUCTION	7 DAY 6 MONTH LICENSE	0.00
01489	9/19/25- 9/19/26	LEIGH AMOR, LLC	FOODCART FOOD TRUCK	0.00
01490	9/24/25- 9/24/26	DUNCAN AND DUNCAN INC	CONTPLUM CONTRACTOR-PLUMBING	0.00
01491	9/24/25- 9/24/26	*DAILEY CREATIONS	2NDHAND 2ND HAND DEALER/PAWN	0.00
01493	9/24/25- 3/24/26	DADDY D'S SOUTHERN STYLE BBQ	7 DAY 6 MONTH LICENSE	0.00
01494	9/24/25- 3/24/26	SALSA MAMI	7 DAY 6 MONTH LICENSE	0.00
01495	9/26/25- 9/26/26	TRICK OR TREAT BOWTIQUE	HOBBY HOBBY/CRAFT	0.00
01496	10/01/25-10/01/26	FINAL TOUCH ROOFING & CONST	CONTROOF CONTRACTOR-ROOFING	0.00
01497	10/02/25-10/02/26	WARREN BAY FARMS	TREES TREES	0.00
01499	10/15/25-10/15/26	*DRAGONFLY ZEPHYR JEWELRY	HOBBY HOBBY/CRAFT	0.00

LICENSE CODE	TOTAL	BALANCE
2NDHAND 2ND HAND DEALER/PAWN	3	0.00
7 DAY 6 MONTH LICENSE	3	0.00
ART ART	1	0.00
CHILDCAR CHILD CARE	1	0.00
CONSULT CONSULTING	2	0.00
CONTCNC CONTRACTOR-CONCRETE	2	0.00
CONTELEC CONTRACTOR-ELECTRICA	1	0.00
CONTGEN CONTRACTOR-GENERAL	2	0.00
CONTINDU CONTRACTOR-INDUSTRIA	1	0.00
CONTMISC CONTRACTOR-MISC.	1	0.00
CONTPLUM CONTRACTOR-PLUMBING	1	0.00
CONTROOF CONTRACTOR-ROOFING	1	0.00
CONTSAFE CONTRACTOR-SAFETY	1	0.00
DELIVERY DELIVERY SERVICE	3	0.00
FENCE FENCE	1	0.00
FOODCART FOOD TRUCK	1	0.00
HOBBY HOBBY/CRAFT	2	0.00
HOME HOME HEALTH CARE	1	0.00
LANDSCAP LANDSCAPING	1	0.00
LAUNDRY LAUNDROMAT/CLEANING	2	0.00
MARINA MARINA/REPAIR SVC	1	0.00
MARKETIN MARKETING	1	0.00
MISC MISCELLANEOUS	1	0.00
NONPROFI NON-PROFIT ORGANIZAT	1	0.00
RENTRESI RENTAL - RESIDENTIAL	1	0.00
RESTAURA RESTAURANT	2	0.00
RETAIL RETAIL	2	0.00
SECURITY SECURITY	1	0.00
TRAP TRAPPING/FUR	1	0.00
TREES TREES	1	0.00
VET VETERINARY	1	0.00
TOTAL ALL CODES:	44	0.00

\*\*\* SELECTION CRITERIA \*\*\*

License Range: thru ZZZZZZZZZZ  
License Codes: All  
Balance: 9999999999R thru 9999999999  
Fee Codes: All  
Fee Paid Status: Paid and Unpaid  
Origination Dates: 0/00/0000 thru 99/99/9999  
Effective Dates: 0/00/0000 thru 99/99/9999  
Expiration Dates: 0/00/0000 thru 99/99/9999  
Renewal Dates: 0/00/0000 thru 99/99/9999  
Payment Dates: 0/00/0000 thru 99/99/9999  
Print Dates: 0/00/0000 thru 99/99/9999  
License Status: Active  
Termination Code:  
Paid Status: Paid  
City Limits: Inside and Outside  
Printed: No  
Comment Code:

\*\* END OF REPORT \*\*