



COUNCIL REGULAR SESSION

Wednesday, June 05, 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*

EMERGENCY ORDINANCE

- 1. Ordinance No. 3301:** An Ordinance Amending St. Helens Municipal Code Chapter 8.24.120 and 8.24.200 Regarding Alcohol in City Parks, Specifically in McCormick Park, and Declaring an Emergency

GENERAL RESOLUTIONS

- 2. Resolution No. 2005:** A Resolution Authorizing an Interagency Agreement for Reimbursement of Materials and Services for Activities Relating to Preparation, Adoption, and Implementation of the St. Helens Urban Renewal Plan
- 3. PUBLIC COMMENT - Increase in Planning Department Fees**
Resolution No. 2013: A Resolution of the St. Helens City Council to Set Planning Department Fees

FY 2023/2024 BUDGET RESOLUTIONS

- 4. Resolution No. 2006:** A Resolution of the Common Council of the City of St. Helens, Oregon, Adopting and Appropriating Funds for a Supplemental Budget for Fiscal Year 2023-2024
- 5. Resolution No. 2007:** A Resolution of the Common Council of the City of St. Helens Authorizing a Transfer of Appropriations for Fiscal Year 2023-2024
- 6. Resolution No. 2008:** An Appropriations Resolution of the Common Council of the City of St. Helens for FY2024

FY 2024/2025 BUDGET RESOLUTIONS

- 7. Resolution No. 2009:** A Resolution of the City of St. Helens Declaring the City's Election to Receive State Revenues
- 8. Resolution No. 2010:** A Resolution of the Common Council of the City of St. Helens, Oregon Adopting Budget, Making Appropriations, and Levying and Certifying Taxes for the Fiscal Year Beginning July 1, 2024

9. Resolution No. 2011 - A Resolution of the St. Helens City Council, Establishing the City Employee Compensation Schedule for Fiscal Year 2024-2025

10. PUBLIC COMMENT - Increase in Utility Rates

Resolution No. 2012: A Resolution to Establish Water, Sewer, Storm Drainage Utility Rates and Charges, and Administrative Rules

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

- [11.](#) First Amendment to ORPD Local Government Grant Program Agreement for St. Helens Riverwalk Phase I
- [12.](#) Agreement with the State of Oregon for the St. Helens Scappoose Refinement Trail Project
- [13.](#) Agreement with Columbia County for the St. Helens Scappoose Refinement Trail Project
- [14.](#) Agreement with Scappoose for the St. Helens Scappoose Refinement Trail Project

CONSENT AGENDA FOR ACCEPTANCE

- [15.](#) Library Board Minutes dated April 8, 2024
- [16.](#) Parks and Trails Commission Minutes dated April 8, 2024
- [17.](#) Planning Commission Minutes dated April 9, 2024
- [18.](#) Urban Renewal Agency Budget Committee Minutes dated January 5, 2022

CONSENT AGENDA FOR APPROVAL

- [19.](#) Utility Bill Leak Adjustment Request for 555 Commons Drive (Columbia River Foursquare Church) in the Amount of \$2,680.15
- [20.](#) City Council Minutes dated April 10, April 17, May 9, and May 14, 2024
- [21.](#) Animal Facility Licenses
- [22.](#) 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/81183680609?pwd=MIVTaGd4WGQ3SkcwTUxHUXc1ZVFjdz09>

Passcode: 214384

One tap mobile: +12532158782

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.

ORDINANCE NO. 3301

AN ORDINANCE AMENDING ST. HELENS MUNICIPAL CODE CHAPTER 8.24.120 AND 8.24.200 REGARDING ALCOHOL IN CITY PARKS, SPECIFICALLY IN MCCORMICK PARK, AND DECLARING AN EMERGENCY

WHEREAS, Ordinance No. 2430 as amended by Ordinance No. 2957, prohibits possession or consumption of intoxicating liquor in City Parks except Columbia View Park by concessions agreement, with the exception of Sand Island; and

WHEREAS, Ordinance No. 2942 authorizes concession agreements for use of City facilities by for-profit businesses and not-for-profit organizations, provided such negotiated agreements are in the public interest and revenues are shared with the City; and

WHEREAS, St. Helens Municipal Code Chapter 8.24.190 (f) states no person shall consume or have in their possession any intoxicating beverage or narcotics while in or upon the property of a city park, and

WHEREAS, St. Helens Municipal Code Chapter 8.24.200 (2) prohibits the drinking of alcoholic beverages in McCormick Park; and

WHEREAS, the City Council desires to amend St. Helens Municipal Code Chapter 8.24 to authorize alcohol sales, possession and use in specified areas in City Parks including McCormick Park.

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

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

Section 2. **Amendments.**

A. St. Helens Municipal Code Chapter 8.24.120(4) is hereby amended to read as follows:

(4) No corporation, organization or person shall bring, possess, consume, or permit any person to bring, possess or consume any intoxicating liquor, beverage or substance on City park premises, except in Columbia View Park and McCormick Park as authorized in a negotiated Park Concession Agreement or if it is a City-sponsored event, and only in strict compliance with the terms and conditions of that Agreement. At a minimum, the concessionaire shall strictly abide by all parks rules and regulations, including specifically permit requirements for exclusive use and commercial activity. All required OLCC licenses and permits shall also be obtained by the concessionaire. A valid Park

Concession Agreement serves as the exclusive use/commercial activity permit. No corporation, organization or person shall violate the terms and conditions of the approved Parks Concession Agreement. The alcohol possession and consumption prohibitions of this Section do not apply to Sand Island.

B. St. Helens Municipal Code Chapter 8.24.200(2) is hereby amended to read as follows:

(2) No drinking of alcoholic beverages allowed in McCormick Park **except as permitted in Section 8.24.120(4).**

Section 3. **Severability.** If any section, provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other sections, provisions, clauses or paragraphs of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 4. **Savings Clause.** Notwithstanding this amendment/repeal, the City ordinances in existence at the time any criminal or civil enforcement actions were commenced, shall remain valid and in full force and effect for purposes of all cases filed or commenced during the times said ordinance(s) or portions thereof were operative. This section simply clarifies the existing situation that nothing in this Ordinance affects the validity of prosecutions commenced and continued under the laws in effect at the time the matters were originally filed.

Section 5. **Codification.** Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", or another word, and the sections of this Ordinance may be renumbered, or relettered, provided however that Whereas clauses and boilerplate provisions need not be codified.

Section 6. **Emergency.** Conditions in the City of St. Helens are such that this Ordinance is necessary for the immediate preservation of the public health, peace, and safety. A fiscal emergency exists because delaying the passage of this ordinance by using standard ordinance adoption procedures would result in the loss of valuable City revenues. An emergency is hereby declared to exist by unanimous vote of the Council, and this ordinance shall be in full force and effect after its passage and approval by the Mayor.

Read the first time: June 5, 2024

Must pass by unanimous vote to declare an emergency:

Ayes:

Nays:

APPROVED, ADOPTED, AND EFFECTIVE this 5th day of June 2024.

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
RESOLUTION NO. 2005

**A RESOLUTION AUTHORIZING AN INTERAGENCY AGREEMENT FOR
REIMBURSEMENT OF MATERIALS AND SERVICES FOR ACTIVITIES
RELATING TO PREPARATION, ADOPTION, AND IMPLEMENTATION OF THE
ST. HELENS URBAN RENEWAL PLAN**

WHEREAS, the St. Helens Urban Renewal Plan (the "**Plan**") was approved and adopted by the St. Helens City Council by Ordinance No. 3217, dated August 16, 2017, establishing the Urban Renewal Agency for the City of St. Helens (the "**Agency**").

WHEREAS, the City of St. Helens has experience in the provision of administrative services for local governmental activities including the areas of budgeting, financial reporting, planning, project management, engineering, and constructing public improvements, and desires, pursuant to ORS 457.320, to assist the Agency in the planning and carrying out the Plan by providing all administrative and development services necessary and proper for carrying out the Agency's duties and responsibilities related to administering and implementing the Plan; and

WHEREAS, Chapter three of the Plan states that revenues obtained by the Agency may be used to pay or repay the costs, expenses, advancements, and indebtedness incurred in the Plan preparation, undertaking project activities, and exercising any of the powers granted by ORS Chapter 457 in connection with the implementation of the Plan; and

WHEREAS, ORS 190.010 authorizes the City and the Agency, and the City and Agency desire, to enter into an Agreement whereby the City provides administrative and development services to the Agency; and

WHEREAS, ORS 294.468 allows local governments to borrow money internally, provided such a loan is authorized by an official resolution; and

WHEREAS, the City and the Agency desire to clarify the relationship between them with respect to administrative services provided by the City to the Agency, the Agency's obligation to pay for those services, and various other issues related to their relationship as separate legal entities working towards completion of the Plan;

NOW, THEREFORE, the Urban Renewal Agency of the City of St. Helens resolves as follows:

Section 1. Exhibit A, Intergovernmental Agreement between the City of St. Helens and the St. Helens Urban Renewal Agency is hereby adopted.

Section 2. This resolution shall take effect immediately upon adoption.

Approved and adopted by the City Council on the 5th day of June 2024, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

INTERGOVERNMENTAL AGREEMENT**between the****CITY OF ST HELENS AND THE ST HELENS URBAN RENEWAL AGENCY**

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is dated June 5, 2024, and is entered into between the City of St. Helens, Oregon ("**the City**"), and the Urban Renewal Agency of the City of St. Helens, ("**the Agency**"), established under ORS Chapter 457 and duly activated by the City. The parties hereby agree as follows:

Findings

- 1) The St. Helens Urban Renewal Plan ("**the Plan**") was approved and adopted by the St. Helens City Council by Ordinance No. 3217, dated August 16, 2017, establishing the Agency.
- 2) The Agency is a public body, corporate and politic, duly activated by the City, exercising its powers to engage in urban renewal activities as authorized under ORS 457, the St. Helens Municipal Code, and the Plan.
- 3) The City has experience in the provision of administrative services for local governmental activities including the areas of budgeting, financial reporting, planning, project management, engineering, and constructing public improvements, and desires, pursuant to ORS 457.320, to assist the Agency in the planning and carrying out the Plan by providing all administrative and development services necessary and proper for carrying out the Agency's duties and responsibilities related to administering and implementing the Plan.
- 4) Chapter 3 of the Plan states that revenues obtained by the Agency may be used to pay or repay the costs, expenses, advancements, and indebtedness incurred in the Plan preparation, undertaking project activities, and exercising any of the powers granted by ORS Chapter 457 in connection with the implementation of the Plan.
- 5) ORS 190.010 authorizes the City and the Agency, and the City and Agency desire, to enter into an Agreement whereby the City provides administrative and development services to the Agency.
- 6) The City and the Agency desire to clarify the relationship between them with respect to administrative services provided by the City to the Agency, the Agency's obligation to pay for those services, and various other issues related to their relationship as separate legal entities working towards completion of the Plan.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Article 1: Term and Termination.

Section 1.1: Term and Termination. This Agreement becomes effective upon the date of the last signature hereon, and continues in full force and effect until the Agency is dissolved or terminated, unless sooner terminated as provided herein. This Agreement may be terminated at any time by either party by giving the other party not less than 30 days written notice of that party's intent to terminate this Agreement.

Article 2: Duties of the City

Section 2.1: Employees Provided by the City. The City shall provide, where available by the City, administrative and development services on an as-needed basis to the Agency to undertake urban renewal activities as set forth in adopted urban renewal plans, including but not limited to: staff support for public meetings including the preparation of meeting notices, agendas, minutes and mailings; record keeping including filing Agency resolutions; budget preparation, accounting, and financial reporting; contract procurement and administration; real estate procurement and property management; project engineering and project management services; planning related to plan administration and implementation, project development; and economic development services and other duties and functions as may from time to time be required by the Agency. In so doing, the City shall provide such services in compliance with the laws of the State of Oregon, and in accordance with the Plan and this Agreement. Nothing herein shall be construed as prohibiting the Agency from contracting with third parties to provide all or a portion of staff services.

Section 2.2: Consideration. The Agency may reimburse the City for all reasonable costs incurred by the City in providing administrative and development services pursuant to this Agreement. This includes expenses to provide services to the Agency to prepare the Plan, any amendments, financial projections updates, and any other consultant fees related to the Plan's implementation. No interest will be charged during this time for repayment.

The City shall provide to the Agency as provided in Section 2.5, an invoice made by the City in providing administrative and development services pursuant to this Agreement. As set forth below, personnel costs shall be determined by hourly rate, and by position, according to the City's annual budget, inclusive of wages, salary, and benefits costs.

Section 2.3: City Staff Time. City staff time spent on providing services to the Agency shall be separately recorded and documented for purposes of determining the appropriate reimbursement to the City in accordance with Section 2.2. It is the intent of the parties that the services performed by City employees on behalf of the Agency shall not interfere with the ability of such employees to carry out their duties and responsibilities for the City.

Section 2.4: City Facilities and Equipment. City staff working on behalf of the Agency are authorized to utilize City office space, furnishings and equipment, including but not limited to telephones, fax machines, printers, photocopiers, computers, office supplies and similar equipment, to carry out Agency business.

Section 2.5: Invoices. The City shall submit to the Agency invoices detailing the specific services rendered by the City and other expenses incurred by the City on behalf of the Agency.

Section 2.6: Employee Status of City Staff. The parties agree that City Staff assigned to perform services and duties for the Agency as part of this Agreement are employees of the City only and that the City has final and exclusive authority over decisions to hire, terminate and discipline City Staff employed by the City and assigned to support and implement the Agency Plan.

Article 3: Duties of the Agency

Section 3.1: Agency Reimbursement of City Costs. The Agency shall reimburse the City for costs incurred by the City in providing services and supplies pursuant to this Agreement. Unless the Agency objects to an invoice submitted by the City within 30 days of the date of the invoice, the Agency shall be deemed to approve the invoice for payment to the City and the Agency must make payment to the City as required in Section 2.2.

Article 4: Conflicts

Section 4.1: Conflict. The City reserves the right to withhold any administrative support due to conflicts of interest and/or instances in which limited resources are available.

Article 5: Non-Agency Relationship

Section 5.1: Non-Agency Relationship. Nothing in this Agreement is to be interpreted as creating or constituting an agency relationship between the parties. Each party remains separate and neither assumes the debts or obligations of the other by entering into this Agreement. Each party is solely responsible for carrying out its duties and functions in accordance with all applicable laws and regulations.

Article 6: Indemnification

Section 6.1: Indemnification. The City agrees to save and hold harmless the Agency against all claims, suits, or actions whatsoever which arise out of the or result from the negligent or intentional acts of the City's officials, employees and agents as providing the services pursuant to this Agreement.

Article 7: Insurance

Section 7.1: Insurance. Each party shall maintain in force, at its own expense, worker compensation insurance for all covered workers of that party in compliance with Oregon law, and general liability insurance in amounts not less than the limits of the Oregon Tort Claims Act as it may be amended from time to time.

Article 8: Modification

Section 8.1: Modification. This Agreement may not be altered, modified, supplemented, or amended in any manner whatsoever except by mutual Agreement of the parties in writing. Any such alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by the parties.

Section 8.2: Either party may cancel this agreement at any time with or without cause by giving thirty (30) day notice in writing and delivered in person or by certified mail to the other party.

Article 9: Waiver

Section 9.1: Waiver. No provision of this Agreement may be waived except in writing by the party granting a waiver of compliance with this Agreement. A waiver of a provision of this

Agreement shall not constitute a waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision of any other provision.

Section 10: Severability.

Section 10.1: Severability. The parties agree that if any term or provision of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Article 11: Entire Agreement

Section 11.1: Entire Agreement. This Agreement sets forth the entire understanding between the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the City and the URA have executed this Intergovernmental Agreement as of the date indicated above.

For the City of St. Helens, Oregon

For the St. Helens Urban Renewal Agency

Rick Scholl, Mayor

Jessica Chilton, URA Chair

City of St. Helens
RESOLUTION NO. 2013

A RESOLUTION OF THE ST. HELENS CITY COUNCIL TO SET PLANNING
DEPARTMENT FEES

WHEREAS, Ordinance No. 3095 authorizes the City Council to establish Planning Department fees by resolution; and

WHEREAS, the City Council and staff finds it necessary from time to time to review these fees and adjust them accordingly based on the current estimated and actual costs of materials, staff time, and other related expenses.

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

Section 1. The Planning Department fees set forth in the exhibit, attached, are hereby adopted.

Section 2. This Resolution supersedes Resolution No. 1967 and any previous Resolution setting forth Planning Department fees.

Section 3. This Resolution is effective July 1, 2024.

Approved and adopted by the City Council on June 5, 2024, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder



PLANNING DEPARTMENT FEE SCHEDULE

Accessory Structure (detached)	\$159
Amended decision (post amendment of proposed decision)	\$316
Amendment	
Quasi-judicial or Legislative	\$1,263
+Deposit for special notice (covers mailing expense); and/or	\$3,744 ^(D)
+Deposit for proposed text amendments	\$3,744 ^(D)
Annexation	
Annexation application (consent to annex)	\$1,263 + \$63/acre
+Election deposit (to cover election costs if applicable)	\$3,744 ^(D)
Appeal	
Administrative decision	\$250 ⁽¹⁾
Non-administrative decision (excludes cost of transcript, see below)	\$632
Expedited Land Partition or Subdivision	\$300 ^{(1) (D)}
Home Occupation	60% / applicable fee ⁽²⁾
+Transcript deposit (for non-administrative appeal)	\$500 ^{(1) (D)}
Building Permit Planning Release (fee associated with building permits)	\$63
Conditional Use Permit	
Minor Modification of Major CUP	\$316
Minor Modification of existing use (value of project <\$10,000)	\$316
Minor Modification of existing use (value of project >\$10,000)	\$380
Major (value of project is <\$250,000)	\$632
Major (value of project is \$250,000 to \$500,000)	\$821
Major (value of project \$500,000 to \$1,000,000)	\$1,010
Major (value of project >\$1,000,000)	Project Value x \$0.0008 + \$316 ⁽³⁾
Development Agreement or Contract (in add. to other application fees)	\$3,744
Easement Extinguishment (per ORS 221.725)	\$632
Expedited Land Division	Application fees same as Partition or Subdivision ⁽²⁾
Historic Resource Review	\$159
Home Occupation	\$190

Land Use Letter / Planning Director Signature	\$34
Lot Line Adjustment	\$316 + \$63/adj. acres
Measure 49	\$3,744
Notice (not as required, but requested—must be renewed annually)	\$127/calendar year
Parklet, Temporary	
Permit fee, administrative (excludes other permits needed for use of ROW)	\$190
Renewal (excludes other permits needed for use of ROW)	\$127
Partition	
Preliminary Plat	\$632 + \$34/parcel
Final Plat	\$63 + \$18/parcel
Planned Development (fee is same as use—e.g., SUB, SDR, CUP)	n/a
Preapplication Conference	\$127 ⁽⁴⁾
Public Passageway Permit	\$17 per 50' of street frontage used for street furniture ⁽⁵⁾
Recordation fee	Same as County Clerk
Referral of administrative decision to Planning Commission	+\$230 to base fee(s)
Revocation	\$316
Sensitive Lands Permit	
Administrative (except Tree Removal Permit—see below)	\$316
With public hearing	\$632
Sign Code Adjustment	\$569
Sign Permit	
Permanent [wall painted or adhered (i.e. sticks out less than 1”)]	\$63
Permanent (all except as above)	\$127
Temporary	\$34
Temporary (nonprofit organization)	\$0
Permit issued after sign has begun to be constructed	X2 base fee(s) ⁽²⁾
Sign Plan, Comprehensive	\$190 + \$34/sign
Site Development Review	
Minor Modification of Major SDR	\$159
Minor Modification of existing use (value of project <\$10,000)	\$159
Minor Modification of existing use (value of project >\$10,000)	\$316
Major (value of project is <\$250,000)	\$380
Major (value of project is \$250,000 to \$500,000)	\$569
Major (value of project \$500,000 to \$1,000,000)	\$757

Major (value of project >\$1,000,000)	Project Value x \$0.0008 ⁽³⁾
Scenic Resource	\$316
Street Vacation	
Application materials (provided by staff—optional)	\$63
Application fee	\$885 + Recordation fee ⁽⁶⁾
Subdivision	
Preliminary Plat	\$885 + \$34/lot
Final Plat	\$316 + \$18/lot
Supplemental Application pursuant to ORS 227.184	\$3,744
Temporary Use Permit	
One year	\$190 + ⁽⁷⁾
One month (within a 30 consecutive day time period)	\$63 + ⁽⁷⁾
One week (within a 7 consecutive day time period)	\$34
Time Extension	\$123 + ⁽⁸⁾
Tree Removal Permit (sensitive lands)	\$190/tree
Unlisted Use / Parking Use / Nonconforming Use Determination	\$190
Variance	\$569
<hr/>	
Development Code, etc.	Per Photocopy / Printout Fee (see Universal Fee Schedule)
Zoning District or Comprehensive Plan Map (hard copy)	\$29 each
<hr/>	

Notes:

- ^(D) Deposit to cover city time, materials, and expenses. Any portion not used is refundable.
- ⁽¹⁾ Indicates maximum per Oregon Revised Statutes.
- ⁽²⁾ Indicates per St. Helens Municipal Code.
- ⁽³⁾ Project value requires an estimate from a qualified professional. If value is determined to be greater at time of Building Permit issuance, the difference shall be paid prior to issuance. **Max project value fee is \$5,980** (additional CUP fee still applies).
- ⁽⁴⁾ Fee may be deducted from application fee(s) if application is submitted within six months of preapplication conference.
- ⁽⁵⁾ Fee is per 50 feet of street frontage used rounded up. For example, using 51 feet would count as 100 feet for the purpose of administering the fee. This does not include temporary parklets.
- ⁽⁶⁾ Base fee is required to accept an application. If approved, recordation fees are required to be paid in advance of recording final documents with the County Clerk.
- ⁽⁷⁾ For food/vender carts/trucks/trailers add \$63 per unit in addition to the first.
- ⁽⁸⁾ Add \$34 per 100' of notice area required by application type. For example, notice area less than 100' would not include this added fee, whereas a 300' notice area would triple this added fee.



CITY COUNCIL MEMO

TOPIC: FY2024 BUDGET

DATE: 6/5/2024

BACKGROUND

There are three resolutions relating to the FY2024 budget. One is for a supplemental budget for which requires a public hearing. The other two resolutions are to either appropriate grants or to adjust appropriates between categories.

DISCUSSION

A supplemental budget resolution is required because the original budget did not appropriate for capital outlay and the city purchased property on Kaster Rd within the Industrial Business Park. This does not increase spending, but to properly categorize the expenditure.

The budget transfers resolution is to transfer appropriations between budgeted categories as shown on the exhibit. This does not increase the budget expenditure; it only changes how it is expended.

The supplemental appropriations resolution appropriates for the expenditure of grants that were unanticipated at the time the FY2024 budget was adopted.

RECOMMENDATION

Staff recommend adoption of the supplement budget resolutions as presented.

City of St. Helens
RESOLUTION NO. 2006

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ST. HELENS,
OREGON, ADOPTING AND APPROPRIATING FUNDS FOR A SUPPLEMENTAL
BUDGET FOR FISCAL YEAR 2023-2024

WHEREAS, a supplemental budget for the Community Development Fund for the fiscal year 2023-24 has been prepared, published, and submitted as provided by ORS 294.471: and,

WHEREAS, on June 5, 2024, the City Council held a duly noticed public hearing, providing an opportunity for interested persons to comment on the proposed supplemental budget for FY2023-2024.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of St. Helens hereby adopts the supplemental budget for fiscal year 2023-2024 for an increase expenditure of \$202,000, and

BE IT FURTHER RESOLVED that the increase for the fiscal year 2023-2024 is hereby appropriated as follows:

Community Development Fund		
Industrial Business Park – Capital Outlay		\$202,000
	Total	\$202,000

Approved and adopted by the City Council on June 5, 2024, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder



CITY COUNCIL MEMO

TOPIC: *FY2024 BUDGET*

DATE: 6/5/2024

BACKGROUND

There are three resolutions relating to the FY2024 budget. One is for a supplemental budget for which requires a public hearing. The other two resolutions are to either appropriate grants or to adjust appropriates between categories.

DISCUSSION

A supplemental budget resolution is required because the original budget did not appropriate for capital outlay and the city purchased property on Kaster Rd within the Industrial Business Park. This does not increase spending, but to properly categorize the expenditure.

The budget transfers resolution is to transfer appropriations between budgeted categories as shown on the exhibit. This does not increase the budget expenditure; it only changes how it is expended.

The supplemental appropriations resolution appropriates for the expenditure of grants that were unanticipated at the time the FY2024 budget was adopted.

RECOMMENDATION

Staff recommend adoption of the supplement budget resolutions as presented.

City of St. Helens
RESOLUTION NO. 2007

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ST. HELENS
AUTHORIZING A TRANSFER OF APPROPRIATIONS FOR FISCAL YEAR 2023-2024

WHEREAS, in accordance with 294.463, City of St. Helens, Oregon may transfer appropriations within or between funds for Fiscal Year 2023-2024 that were authorized by the St. Helens City Council pursuant to Resolution No. 1984; and

WHEREAS, ORS 294.463 allows an appropriation transfer within or between a fund to be approved by resolution if the proposed changes do not change the total appropriations within a fund and if the transfer from contingency, if applicable, is less than 15% of the total appropriations in a fund; and

WHEREAS, it is necessary to change appropriations within funds for purposes as noted in Exhibit A; and

WHEREAS, OAR 294.463 allows for transferring appropriations via resolution.

NOW, THEREFORE, the Common Council of the City of St. Helens resolves that the appropriations transfers in the attachment Exhibit A, which by this reference is made part of this Resolution are authorized.

Approved and adopted by the City Council on June 5, 2024, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

EXHIBIT A

Appropriation Transfers - FY2023-2024

<u>Fund</u>	<u>Dept/Category</u>	<u>Adj Amount</u>	<u>Appropriation Transfer From</u>
General Fund			
Administration	Materials & Services	30,000.00	Personnel Services For Professional Services - attorney
City Recorder/HR	Materials & Services	10,000.00	Personnel Services For Public Information - records requests
City Council	Personnel Services	4,000.00	Materials & Services Council president retro pay
Finance	Materials & Services	40,000.00	Personnel Services Bank fees and audit costs
	Materials & Services	105,000.00	Contingency Bank fees and audit costs
Community Development Fund			
Industrial Bus Park	Materials & Services	62,000.00	Debt Service Utilities at mill
Forestry	Materials & Services	60,000.00	Contingency Logging expenses
Community Enhancement Fund			
Transitional Housing		21,000.00	Recreation CAT loan payoff
Street Fund			
Operations	Materials & Services	15,000.00	Capital Outlay Increased electricity costs
Water Fund			
Water Distribution	Materials & Services	350,000.00	Capital Outlay FY2023 franchise fees
Sewer Fund			
Sewer Collection	Materials & Services	200,000.00	Capital Outlay FY2023 franchise fees
Primary Treatment	Materials & Services	5,000.00	Capital Outlay Insurance & operating supplies
Pump Services	Materials & Services	7,000.00	Capital Outlay Increased electricity costs
Storm Fund			
Operations	Materials & Services	80,000.00	Capital Outlay FY2023 franchise fees
Public Works Fund			
Facilities Maintenance	Personnel Services	35,000.00	Operations Adjusting allocations of personnel services



CITY COUNCIL MEMO

TOPIC: FY2024 BUDGET

DATE: 6/5/2024

BACKGROUND

There are three resolutions relating to the FY2024 budget. One is for a supplemental budget for which requires a public hearing. The other two resolutions are to either appropriate grants or to adjust appropriates between categories.

DISCUSSION

A supplemental budget resolution is required because the original budget did not appropriate for capital outlay and the city purchased property on Kaster Rd within the Industrial Business Park. This does not increase spending, but to properly categorize the expenditure.

The budget transfers resolution is to transfer appropriations between budgeted categories as shown on the exhibit. This does not increase the budget expenditure; it only changes how it is expended.

The supplemental appropriations resolution appropriates for the expenditure of grants that were unanticipated at the time the FY2024 budget was adopted.

RECOMMENDATION

Staff recommend adoption of the supplement budget resolutions as presented.

City of St. Helens
RESOLUTION NO. 2008

AN APPROPRIATIONS RESOLUTION OF THE COMMON COUNCIL OF THE
CITY OF ST. HELENS FOR FY2024

WHEREAS, it is necessary to appropriate for expenditure of specific purpose grants in the General Fund and the Community Enhancement Fund for FY2024; and

WHEREAS, OAR 294.338(2) allows for appropriations authorizing expenditure of specific purpose grants via resolution; and

WHEREAS, the City of St. Helens has received a COPS grant for provisioning of forensics workstations; a Department of Energy grant for a solar project; and a Department of Land Conservation & Development grant for an Economic Opportunities Analysis,

NOW, THEREFORE, the Common Council of the City of St. Helens hereby appropriates the amounts for the fiscal year beginning July 1, 2023, and for purposes as follows:

General Fund	
Planning	\$ 20,000
Community Enhancement Fund	
Police	\$350,000
Library	\$200,000

Approved and adopted by the City Council on June 5, 2024, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
RESOLUTION NO. 2009

**A RESOLUTION OF THE CITY OF ST. HELENS DECLARING THE
CITY'S ELECTION TO RECEIVE STATE REVENUES**

The City of St. Helens resolves as follows:

Section 1. Pursuant to ORS 221.770, the City hereby elects to receive state revenues for fiscal year 2024-2025.

Approved and adopted by the City Council on June 5, 2024, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder



CITY COUNCIL MEMO

TOPIC: FY2025 BUDGET
DATE: 6/5/2024

BACKGROUND

The budget committee met on April 25, 2024, to receive the budget message and proposed budget for fiscal year 2025. The committee met again on May 2, 2024, to review committee questions and answers from staff. During this time, the committee deliberated and approved the proposed budget. Additionally, the budget committee approve an additional \$1M to the General Fund for sale of surplus property, added back 3 of the unfunded public works positions, and recommended approval of an additional \$15 per EDU public safety fee to be used for police services if the special option levy failed, increasing the public safety fee from \$10.00 to \$25.00 per EDU (equivalent dwelling unit).

The committee approved budget also included utility (water, sewer, and storm) rate adjustments and a 3% COLA for unrepresented staff. COLA's for represented staff are according to their contracts.

In addition to the budget committee's approval, staff recommend adding back the previously ARPA funded position in Parks at part-time and decreasing the remaining IT position from full-time to part-time.

DISCUSSION

The budget resolution adopts the FY 2025 budget in the amount of \$84,708,335, with appropriated expenditures of \$79,207,601.

The approved budget includes the recommended utility rates that are on a separate resolution before you.

It does not include the committee recommended public safety fee increase, to allow for Council discussion and public input.

Reductions of the approved budget to the adopted budget are: \$800,000 revenue reduction for removal of police service levy, reduction of \$800,000 from the police department budget, to include personnel services and related equipment, services, and vehicles for 4 additional police officers; reduction in personnel services in IT department and increase of personnel services in parks department. All adjustments are in the General Fund.

RECOMMENDATION

Staff recommend adoption of the approved budget as adjusted for failure of the local option levy for police services and staff recommendations concerning previously funded ARPA positions.

Suggested motions:

“I move to adopt Resolution No. 2010, a resolution adopting the City of St. Helens FY2025 budget in the amount of \$84,708,335; to adopt appropriations in the amount of \$79,207,601; to impose the ad valorem property taxes at the rate of \$1.9078 per \$1,000 of assessed value for the permanent rate for tax year 2024-2025; and to categorize the taxes.”

City of St. Helens
RESOLUTION NO. 2010

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ST. HELENS,
OREGON ADOPTING BUDGET, MAKING APPROPRIATIONS, AND LEVYING AND
CERTIFYING TAXES FOR THE FISCAL YEAR BEGINNING JULY 1, 2024

BE IT RESOLVED that the Common Council of the City of St. Helens, Oregon, hereby adopts the budget for fiscal year 2024-2025 in the total of \$84,708,335 now on file in the office of the City Recorder of said City.

BE IT FURTHER RESOLVED that the amounts for the fiscal year beginning July 1, 2024, and for the purposes shown below are hereby appropriated as follows:

FUND

General Fund		Community Development Fund	
Administration	602,500	Economic Planning	295,000
City Recorder/HR	409,900	Industrial Business Pa	2,634,100
City Council	127,000	Riverfront	9,711,620
Municipal Court	484,400	Forestry	130,500
Police	6,074,000	Central Waterfront	500,000
Library	839,700	Transfers	500,000
Finance	1,004,500	Contingency	<u>1,142,219</u>
Parks	595,000		14,913,439
Recreation	406,800	Community Enhancement Fund	
Planning	497,000	Library	741,500
Building	416,200	Recreation	381,318
Information Technology	532,400	Building	<u>4,000</u>
General Services	366,500		1,126,818
Contingency	<u>1,000,000</u>	Street Fund	
	13,355,900	Operations	1,317,600
Visitor Tourism Fund		Capital Outlay	150,000
Operations	370,000	Debt Service	60,740
Contingency	<u>4,681</u>	Contingency	<u>334,637</u>
	374,681		1,862,977

Street SDC Fund	
Materials & Services	110,000
Contingency	<u>1,894,252</u>
	2,004,252
Water SDC Fund	
Materials & Services	53,000
Capital Outlay	200,000
Contingency	<u>1,009,330</u>
	1,262,330
Sewer SDC Fund	
Materials & Services	6,500
Capital Outlay	341,800
Contingency	<u>1,836,948</u>
	2,185,248
Storm SDC Fund	
Materials & Services	53,000
Capital Outlay	200,000
Contingency	<u>336,713</u>
	589,713
Parks SDC Fund	
Materials & Services	2,000
Capital Outlay	992,000
Contingency	<u>188,034</u>
	1,182,034
Water Fund	
Water Distribution	3,500,960
Water Filtration	814,800
Capital Outlay	1,200,000
Debt Service	462,560
Contingency	<u>1,653,434</u>
	7,631,754

Sewer Fund	
Sewer Collection	2,789,800
Primary Treatment	396,000
Secondary Treatment	597,300
Pump Services	171,100
Capital Outlay	2,939,200
Debt Service	668,480
Contingency	<u>3,276,311</u>
	10,838,191

Storm Fund	
Operations	1,843,450
Capital Outlay	300,000
Contingency	<u>421,315</u>
	2,564,765

Public Works Operations	
Engineering	761,000
PW Operations	2,953,500
Facilities Maintenance	747,900
Contingency	<u>488,358</u>
	4,950,758

Public Safety Fund	
Materials & Services	300,000
Capital Outlay	10,000,000
Debt Service	752,750
Transfer	1,000,000
Contingency	<u>2,311,991</u>
	14,364,741

Total Appropriations	79,207,601
Unappropriated	<u>5,500,734</u>
Total Budget	84,708,335

BE IT FURTHER RESOLVED that the ad valorem property taxes are hereby imposed for tax year 2024–2025 upon the assessed value of all taxable property within the city at the rate of \$1.9078 per \$1,000 for permanent tax rate.

BE IT FURTHER RESOLVED that the taxes imposed are hereby categorized for the purposes of:

General
Government Limitation
 \$1.9078 / \$1,000

Excluded from the General
Government Limitation
 N/A

Approved and adopted by the City Council on June 5, 2024, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
RESOLUTION NO. 2011

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

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

Section 1. The Salary Schedules, attached as **Exhibit A**, represent the wages for the AFSCME Union Employees, Unrepresented Employees, Hourly Employees, and Elected Officials effective July 1, 2024.

Approved and adopted by the City Council on June 5, 2024, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

AFSCME UNION EMPLOYEES Effective June 21, 2024 4%	MONTHLY SALARY RANGE				
	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					
Recreation Program Specialist					
Parks & Recreation Administrative Assistant					
Library Assistant / Communications Support Special	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					
Utility Worker I					
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					
Municipal Court Clerk					
Public Works Office Assistant					
Engineering Technician I					
WWTP Operator I					
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					
Parks Utility II					
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 - updated	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					
Mechanic II					
Building Maintenance Utility Worker					
Utility Plumber					
Water Systems Operator					
Water System Filtration Operator					
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					
Building Inspector					
Communications Officer					
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

Grade	UNREPRESENTED EMPLOYEES Effective 6-21-2024 3% COLA	Unrep Leave	MONTHLY SALARY RANGE								
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
U-1	Accountant I	C	5117.65	5248.51	5383.70	5521.05	5662.73	5808.73	5956.90	6110.47	6266.21
U-2			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	C	5521.05	5662.73	5808.73	5956.90	6110.47	6266.21	6427.35	6591.74	6761.53
U-5	Accountant II	C	5662.73	5808.73	5956.90	6110.47	6266.21	6427.35	6591.74	6761.53	6934.57
	IT Specialist I	C									
U-6			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	7481.82
U-9	Accountant III	C	6266.21	6427.35	6591.74	6761.53	6934.57	7111.94	7294.71	7481.82	7673.24
U-10	Government Affairs Specialist	C	6427.35	6591.74	6761.53	6934.57	7111.94	7294.71	7481.82	7673.24	7870.08
U-11	IT Specialist II	B	6591.74	6761.53	6934.57	7111.94	7294.71	7481.82	7673.24	7870.08	8072.31
	Parks Field Supervisor	B									
	Public Works Supervisor	B									
U-12	PW Field Sup./Safety Coordinator	B	6761.53	6934.57	7111.94	7294.71	7481.81	7673.24	7870.08	8072.31	8278.88
	HR Coordinator/City Recorder	A									
U-13	Facilities Maintenance Supervisor	B	6934.57	7111.94	7294.71	7481.81	7673.24	7870.07	8072.31	8278.88	8490.85
U-14			7111.94	7294.71	7481.81	7673.24	7870.07	8072.31	8278.88	8490.85	8708.24
U-15			7294.71	7481.81	7673.24	7870.07	8072.31	8278.88	8490.85	8709.32	8932.11
U-16	IT Specialist III	B	7481.81	7673.24	7870.08	8072.31	8278.88	8490.85	8709.32	8932.11	9161.39
U-17	Sergeant	C	7605.85	7800.95	8001.40	8206.15	8416.28	8632.82	8853.64	9080.92	9313.55
	Building Official	A									
U-18	Water Quality Manager	B	7870.07	8072.31	8278.88	8490.85	8709.31	8932.10	9161.38	9396.07	9637.24
U-19		B	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	B	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	A									
U-23	City Planner	A	8932.10	9161.38	9396.07	9637.24	9884.91	10137.98	10397.54	10664.67	10938.29
	Lieutenant	A									
U-24	Engineering Manager	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			10137.98	10397.54	10664.67	10938.29	11218.39	11506.07	11801.32	12103.06	12413.45
	Finance Director	A									
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	A	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	A	12103.06	12413.45	12732.49	13059.11	13393.29	13737.21	14088.70	14449	

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

ELECTED OFFICIALS	
Effective July 1, 2023	MONTHLY
Mayor	1,388.25
Council President	1,110.60
Councilor	925.50



CITY COUNCIL MEMO*TOPIC: UTILITY RATES**DATE: 6/5/2024*

BACKGROUND

In May 2022, the Council received presentation of a water, sewer, and storm utility rate study performed by Steve Donovan of Donovan Enterprises. The rate study considers the long-range needs of each system; these include the operating budget, growth forecasts, capital improvement plan, cash flow, and debt management.

All three utilities require major capital improvements and expansion to meet the needs of the community. The capital improvement plans are based on the master plans prepared for each utility.

DISCUSSION

Based on comparisons with 11 other area utilities, St. Helens rates are mid-range: Fairview, Forest Grove & Rainier being the lowest rates and Portland, Cornelius & Scappoose having the highest rates.

For the average household, the rate adjustments will be about a \$3.76 per month increase.

RECOMMENDATION

They rate study recommended increase every year for 5 years. This is the third year, and the proposed increase is per the rate study recommendation. The FY2025 budget as approved by the budget committee includes the proposed increase for each utility.

Staff recommends adoption of the proposed utility rates as outlined in the resolution:

“I move to adopt Resolution No. 2012 for utility rate adjustments as recommended by Donovan Enterprises for FY2025 effective on July 15, 2024 billing.”

City of St. Helens
RESOLUTION NO. 2012

**A RESOLUTION TO ESTABLISH WATER, SEWER, STORM DRAINAGE
UTILITY RATES AND CHARGES, AND ADMINISTRATIVE RULES**

WHEREAS, St. Helens Municipal Code Chapter 13, Section 02.040 states rates, fees, and other charges for utility services, including, but not limited to, delinquent fees, reinstatement fees, and any other account fees, shall be set or amended by Council in a public forum after considering a staff report to provide an overview and allowing for public comments and testimony. Council shall pass a rate resolution after the forum; and

WHEREAS, the St. Helens City Council conducted a work session concerning utility rates and charges on May 4, 2022. At that work session, a staff report on utility rates and charges was presented and a quorum of the Council was present and accepted the facts and findings contained in that staff report; and

WHEREAS, on June 5, 2024, a public meeting was held by the City Council to consider changes to the current schedule of utilities rates and charges. At that meeting, the Council afforded the public time to comment on the proposed utilities rates and charges.; and

WHEREAS, the City Council concludes it is appropriate to charge utilities rates, fees, and service charges to fund the operations, maintenance, and capital improvement of the City's municipal utilities systems; and

WHEREAS, the City Council has determined the proposed schedule of utilities rates, fees, and service charges hereinafter specified and established are just, reasonable, and necessary.

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

Section 1: Amendment and updating of utilities rates, fees, and service charges. In accordance with St. Helens Municipal Code Chapter 13, this Resolution reaffirms the methodology and provides the basis for utilities rates, fees, and service charges.

Section 2: Scope of amendment and update of utilities rates, fees, and service charges. The utilities rates, fees, and service charges established by this Resolution are separate from, and in addition to, any other applicable taxes, fees, assessments, or charges, including but not limited to system development charges, which are required by the City of St. Helens or represent a condition of a land use or development approval.

Section 3: Effective date. This Resolution shall become effective upon its adoption by the St. Helens City Council.

Section 4: Review. This Resolution may be reviewed at the pleasure of the City Council, and the rates may be amended as appropriate.

Section 5: Repeal of prior resolution. Resolution No. 1981 (June 7, 2023) is hereby rescinded and replaced with new rates, fees, and service charges effective immediately.

Section 6: Schedule of new rates. Itemized in the following Exhibits is the schedule of utilities rates, fees, and service charges effective for the first full billing cycle beginning on or after July 15, 2024.

APPROVED AND ADOPTED by the City Council this 5th day of June 2024, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
Utility Billing Administrative Rules
Approved by City Council as of June 5, 2024
Rates to be applied for the first full billing cycle beginning on or after July 15, 2024

1. NEW ACCOUNTS AND DEPOSITS

To begin service, a Utility Account Application must be filled out and turned into the Utility Billing office. The application is available at the office and online. There is no deposit required to start service. Water service will not be turned on until an application is reviewed and approved by the Utility Billing staff. A renter is required to receive a signature from the property owner/property manager approving the renter to begin service. With the owner's signature, the owner is acknowledging responsibility for any unpaid bill that is remaining on the account when service ends.

Water Service can be turned on/off by Public Works employees from Monday through Friday 9 AM – 4 PM for no charge. Outside of those hours, water service can be turned on/off by request for a flat fee of \$100. The \$100 will be placed as a charge on the account.

When a customer is new, any old account at the service address must be paid in full before a new account is started and water service is turned on. In the case of renters, an old account bill responsibility will fall to the homeowner to be paid before a new renter's service will be turned on. It is the owner/renter's responsibility to notify the utility billing department when a renter is moving out so that a final bill can be processed.

2. UTILITY ASSISTANCE PROGRAM

The Utility Assistance Program, formally known as the Senior Citizen Discount, was permanently discontinued in December 2013. Customers who previously qualified and were receiving assistance prior to December 2013 will continue to receive a fixed discount of \$10 per month as long as they continue to meet the following criteria each year:

1. Account holder is age 65 or older
2. Currently resides in the residence that receives the Utility Assistance Program
3. Residence is within city limits
4. Provides proof of residency at property (i.e., Electric bill, tax form, etc.)

Failure to show proof of this criteria will result in a loss of the Utility Assistance Program without the option of reapplying. A review of the Utility Assistance Program and participants may be done periodically by City staff as directed by the Finance Director, City Administrator, or City Council.

3. MONTHLY BILLING

Monthly billings are due on the 10th of every month. Payments can be made by cash, check, money order, credit/debit card, online, and by our automated phone payment system. Payments over the phone are not allowed to be taken by staff but can be forwarded to our automated phone payment system. Payments made online are posted to our accounting system daily.

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 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 3rd 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.

5. **DELINQUENT ACCOUNTS**

Late Fee Assessment

A \$25 late fee is assessed on the 21st of every month. Customers who carryover a balance of equal or less than \$25 will not be charged a late fee or shut off during the billing process.

Shut-Off Procedure

General Process for Shut-off account status:

- 1) Official due date of billing > 10th of every month (or next available business day)
- 2) Late Fee Assessed > 21st of every month (or next available business day)
- 3) Shut-Off Process > Begins on the 1st of every month for the previous billing cycle

On the actual shut-off day, if an account is still in shut-off status, an additional \$75 disconnection fee is placed onto the account and the account must be paid in full by cash, debit, money order, cashier's check, or credit card. Payments via check at this time will not be accepted. Payments made online during shut-off may be required to wait until the next business day and posting of the payment is made by Utility Billing staff before service is restored.

Utility Workers are not allowed to accept any form of payment. Account "past due" amounts must be paid before the meter and water service is turned back on.

Once an account has their water service shut-off, all past due amounts and fees must be paid for service to be turned back on. Once water service has been shut off for one week or more, Utility Billing will notify the City Building Official to begin a notice to vacate the property.

6. FINAL BILLING

The City requires that all homeowners and/or tenants give the City at least a one-day notice prior to moving out of the intent to vacate a property to prepare a final bill and close the account. A forwarding address is required for the final bill to be mailed. Final billings, if not paid by the scheduled due date, will be sent to a collection agency for processing and a utility lien is placed on the property for outstanding payments.

7. TEMPORARY SERVICES FOR NEW CONSTRUCTION

The City allows temporary service during construction of a new structure needing water, sewer, and storm drainage. The contractor will be required to complete an application just like a new customer. All of the Administration Rules contained herein remain in effect. A \$25.00 non-refundable deposit is required.

8. NSF PAYMENTS

Accounts will only be allowed two NSF (non-sufficient funds) before a note is placed on the account to no longer accept checks as payment. If the City receives an NSF notice for a utility payment, the payment is immediately reversed, and the account is charged a \$25 processing fee. A notice will go out to the owner/renter and payment must be made within three business days of notification or water service will be shut off until full payment is received.

9. TAMPERING WITH METERS & BLOCKING METER ACCESS

It is illegal to tamper with City meters. This includes turning on/off your meter. City staff should be the only people addressing meters on site. If tampering is found to have happened on a meter, the homeowner is ultimately responsible and will be charged a minimum of \$50 up to and possibly including the cost of the meter and labor time.

If a customer is currently on the City's shut-off list and it is found that the water meter was turned on illegally after City staff turned the service off for non-payment, the account will be charged a minimum of \$100 up to and possibly including the cost of the meter plus labor time if it needs to be replaced. The \$100 fee will be placed on the account and must be paid immediately before service will be properly restored.

If a customer's meter is currently on "lock" status by City staff and it is found that the meter and/or shut-off attachment has been tampered in any way to turn water service on illegally, the account will be charged a minimum of \$200 up to and including the cost of replacing the meter, labor time and potentially including a ticket from the Police Department for tampering which will include a separate fee amount and an appearance day in Municipal Court.

If an account is in shut-off status and the meter is blocked, a fee up to \$75 will be assessed including potential towing/moving costs if necessary, that will be the responsibility of the registered owner of the property moved.

Exhibit 2

**City of St. Helens
Water Utility Rates and Charges Amended June 5, 2024
Rates to be applied for the first full billing cycle beginning on or after July 15, 2024**

Billings for customers includes two components: Fixed rate and a volume charge for the amount consumed. The two components are added together to compute an invoice for each customer.

Fixed rates include the price the customer pays as a base charge to help cover fixed costs associated with maintaining existing infrastructure, repaying debt used to build that infrastructure, the costs associated with maintaining/reading meters, and the costs associated with billing. Fixed rates are charged for the connections to the water system and are applied based on combination of connection and Equivalent Dwelling Units (EDU) associated to the water connection. Volume rates are based on the customer class for each 100 cubic feet (CCF) of water. The following table lists rates for customers within the City of St. Helens, retail customers outside the City of St. Helens, and wholesale customers.

City of St. Helens rates and charges are effective for billing cycles starting on or after dates shown above. Rates and charges shall be applied to all accounts on a monthly or bi-monthly basis.

WATER UTILITY RATE COMPONENTS	INSIDE CITY LIMITS	OUTSIDE CITY LIMITS
Fixed Rate		
Residential	12.05	24.10
Multifamily	12.05 multiplied by number of Equivalent Dwelling Units (EDU)	24.10 multiplied by number of Equivalent Dwelling Units (EDU)
Commercial / industrial	12.05	24.10
Wholesale		24.10
Volume Rate		
Residential	5.9985	11.9970
Multifamily:		
Duplex	5.7905	11.5811
Apartments	5.6743	11.3487
Commercial / Industrial	4.8643	9.7285
Wholesale		3.6251

Outside the City limits of the City of St. Helens

Except as indicated in the Enterprise Zone Ordinance No. 2500, all properties outside the city limits shall be charged rates identified above.

Application for new service connection outside the city limits for surplus City water shall be reviewed by the Public Works Director and the City Council for facilities planning. Such application shall not be approved by the City Council unless the necessary size of main is extended to serve anticipated growth in the relevant area of the City’s Urban Growth Boundary.

No Connection for new service outside the city limits for City water shall be installed unless a consent to annex is submitted to the Planning Department and an outside City water user agreement is signed and received by the City Administrator.

Hydrant Meter

Any customer who receives a permit for a hydrant meter shall pay a deposit of \$200 and shall pay Commercial/Industrial rates for such water usage. Such customer shall also pay a monthly rental fee for the meter of \$25 per month, or portion thereof. Meters must be returned every 12 months for assessment of condition, meter readings, and billings of usage.

Meter Testing

A customer may request the meter providing water service to their property be tested for accuracy. The test will require the following deposits to be collected before testing:

METER SIZE	DEPOSIT
One inch or less	\$100
> One inch and < One and a half inches	\$150
> One and a half inches	\$200

If testing results show the meter was faulty, the deposits will be refunded; if not, then no refund will be given. Adjustments will be governed by the Utility Billing Administrative Rules.

Exhibit 3

City of St. Helens
Sewer Utility Rates and Charges Amended June 5, 2024
Rates to be applied for the first full billing cycle beginning on or after July 15, 2024

Billings for customers include two components: Fixed rate and a volume charge for the amount consumed. The two components are added together to compute an invoice for each customer. Fixed rates include the price the customer pays as a base charge to help cover fixed costs associated with maintaining existing infrastructure, repaying debt used to build that infrastructure, the costs associated with maintaining/reading meters, and the costs associated with billing. Fixed rates are charged for the connections to the sewer system and are applied based on combination of connection and Equivalent Dwelling Units associated to the sewer connection.

Volume rates are based on the customer class for each 100 cubic feet (CCF) of water. The following table lists rates for customers within the City of St. Helens, retail customers outside the City of St. Helens, and wholesale customers.

City of St. Helens rates and charges are effective for billing cycles starting on or after dates shown above. Rates and charges shall be applied to all accounts on a monthly or bi-monthly basis. Certain designated accounts that may be deemed “Large Volume” accounts are billed monthly.

SEWER UTILITY RATE COMPONENTS	INSIDE CITY LIMITS	OUTSIDE CITY LIMITS
Fixed Rate		
Residential (SFR)	20.12	25.14
Multifamily	20.12 multiplied by number of Equivalent Dwelling Units (EDU)	23.41 multiplied by number of Equivalent Dwelling Units (EDU)
Commercial	20.12	25.14
Wholesale	20.12	25.14
Volume Rate		
Residential (SFR)	7.8608	9.6528
Multifamily		
Duplex	6.1667	7.6984
Apartments	5.9290	7.4212
Commercial		
Low Strength	6.9328	8.2660
Medium Strength	8.7680	10.9602
High Strength	12.013	15.2383
Wholesale		2.3506

Residential Sewer Accounts – Winter Averaging

Volume will be based on a 2-month winter averaging of water consumption. The winter average period will be defined as the 2-month period starting with the first full billing cycle starting on or after January 15 of each year.

Accounts with an average usage of less than one CCF of water consumption are automatically assessed at the 5.50 CCF average.

Customers may request in writing to have the sewer based on actual usage if the property is vacant or consistently averages below one CCF per billing cycle over a 12-month period.

The assigned average for water consumption may be appealed to the Finance Director and could be modified pending a review of the account and findings thereof.

Table Utilized to Define Commercial Strengths

Strength Classification	BOD (mg/l)	TSS (mg/l)
Low	0-250	0-300
Medium	251-500	301-600
High	501-1,000	601-1,200
Special	1,001+	1,201+

The responsible person for paying the sewer charge may appeal the strength classification made by the City. Such appeal shall be made in writing to the Finance Director. The person appealing must provide sufficient information as to the strength of the sewer discharge created by their use so that the Finance Director or designee may evaluate the evidence and determine the proper strength of the waste generated.

Outside City Limit Customers

Except as indicated in the Enterprise Zone Ordinance No. 2500, all properties outside the city limits shall be charged rates identified above or designated specifically by address in Exhibit 5 of this resolution.

Application for new service connection outside the city limits for City sewer shall be reviewed by the Public Works Director and the City Council for facilities planning. Such application shall not be approved by the City Council unless the necessary size of main is extended to serve anticipated growth in the relevant area of the City’s Urban Growth Boundary.

No connection for new service outside the city limits for City sewer shall be installed unless a consent to annex is submitted to Planning Department and an outside City sewer user agreement are signed and received by the Utility Billing Department.

Dormant Sewer Lines

Testing of a dormant existing sewer line connected to an old building or to be reused for a new building will be at a cost of time and materials.

Surcharges – Special Strength

All surcharges shall be based on total metered water supply into the premises for flow and customers will provide to the City regular testing results of samples. A sewer flow meter and alternative sampling or re-sampling at customer expense may be approved by the Water Quality Manager. The concentration

of each pollutant in excess of the above limits shall be used to determine the monthly surcharge for the period throughout the time interval between sample periods.

The concentration shall be the average value of five consecutive daily tests taken over a period of five days, except when another period is specified by the Water Quality Manager. Samples shall be taken at an approved manhole or other location determined by the Water Quality Manager to be suitable so that samples will be representative.

Surcharges – Special Strength charges are as follows:

<u>BOD (mg/l)</u>	<u>TSS (mg/l)</u>	<u>Rate per ccf of Usage</u>
1,001-2,000	1,201-2,400	\$15.72
2,001-4,000	2,401-4,800	\$24.37
4,001-8,000	4,801-9,600	\$40.22
8,001-16,000	9,601-19,200	\$70.34
16,001-32,000	19,201-38,400	\$130.07

Acceptance and pricing for loads in excess of table above will be at the discretion of the Water Quality Manager.

Exhibit 4

**City of St. Helens
Storm Utility Rates and Charges Amended June 5, 2024
Rates to be applied for the first full billing cycle beginning on or after July 15, 2024**

Billings for customers are based upon either measured impervious surface or number of Drainage Residential Units (DRU) for a property. The measurements are broken down into components of single-family units or equivalent residential units.

Rates and charges shall be applied to all accounts on a monthly basis.

STORM DRAINAGE UTILITY RATES	MONTHLY Fixed charge*
Residential	16.97
Single Family Home (1 DRUs)	16.97
Duplex (2 DRUs)	16.97 multiplied by number of Equivalent Dwelling Units (EDU)
Triplex (3 DRUs)	
Fourplex (4 DRUs)	
Five or more (Based on Impervious surface)	
Commercial (Based on impervious surface)	16.97
Industrial (Based on impervious surface)	16.97
All other Users (Based on impervious surface)	16.97

*Fixed charge represents one DRU or 2,500 sq. ft. of impervious surface. As dwelling units or impervious surface measurements increase the fixed charge increases accordingly.

Exhibit 5**City of St. Helens****McNulty PUD Water Users – Sewage Charges by City of St. Helens Amended June 5, 2024
Rates to be applied for the first full billing cycle beginning on or after July 15, 2024**

The City of St. Helens is establishing Sewage rates for customers that have locations outside of city limits that are receiving water from McNulty PUD. Volume rates are based on each 100 cubic feet (CCF) of water averaged over a calendar's previous year.

Estimated Schedule of Utility Rates:

McNulty Usage Reports on Volume from previous calendar year cycle will determine Sewage rates to be effective July 15, 2024.

The following table lists rates for customers outside the city limits of St. Helens receiving water from McNulty PUD:

LOCATION OF CUSTOMER	CITY SEWAGE RATE
35369 Millard Road	115.23
58581 Columbia River Highway	93.02
58606 Kavanagh Avenue	75.54
58563 Columbia River Highway	32.06
35531 Firway Lane	46.12
35031 Millard Road	49.32
58209 Columbia River Highway	132.96
35285 Millard Road	31.00
34950 Pittsburg Road	204.27
35092 Pittsburg Road	25.14

**AMENDMENT TO STATE/LOCAL AGREEMENT
LOCAL GOVERNMENT GRANT PROGRAM**

This Amendment No. 1, to OPRD Local Government Grant Program Agreement #**LG20-007 St. Helens Riverwalk Phase 1**, hereinafter referred to as “Agreement”, between the State of Oregon, acting by and through the Oregon Parks and Recreation Department, hereinafter referred to as the “State”, and the City of St. Helens acting by and through its City Council, or designated representative, hereinafter referred to as the “Grantee”, effective as of **April 2, 2021**;

WHEREAS, both parties wish to amend the agreement;

NOW, THEREFORE, State and Grantee agree as follows:

A. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

B. **Amendment.** The Agreement is hereby amended as follows (unless otherwise indicated, new language is indicated by underlining and deleted language is italicized and bracketed):

1) Unless otherwise terminated or extended, the Project shall be completed by [*May 31, 2024*] **June 30, 2025**.

Except as expressly amended above, all other terms and conditions of the original Agreement remain in full force and effect. Recipient certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be properly executed by their authorized representatives as of the day and year hereinafter written.

Grantee Title

Oregon Parks and Recreation Department

Grantee Signature

Stephanie Coons, Deputy Director of Administration

Grantee Printed Name

Date

Date

Recommended by:

Mark Cowan, Grant Program Coordinator, OPRD

Date

Michele Scalise, Grants Section Manager, OPRD

Date

**ODOT Delivered Federal Project
On Behalf of City of St Helens**

Project Name: Oregon Community Paths – St Helens Scappoose Refinement Trail
Project

Key Number: 23515

THIS AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as “State” or “ODOT,” and the **City of St Helens**, acting by and through its elected officials, hereinafter referred to as “Agency,” both herein referred to individually as “Party” and collectively as “Parties.”

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
2. St Helens Scappoose Refinement Trail Project is located on property under the jurisdiction and control of Agency.
3. Agency has agreed that State will deliver this project on behalf of the Agency.
4. The Project was selected as a part of the Oregon Community Paths Program and may include a combination of federal and state funds. “Project” is defined under Terms of Agreement, paragraph 1 of this Agreement.
5. The Stewardship and Oversight Agreement On Project Assumption and Program Oversight By and Between Federal Highway Administration, Oregon Division and the State of Oregon Department of Transportation (“Stewardship Agreement”) documents the roles and responsibilities of the State with respect to project approvals and responsibilities regarding delivery of the Federal Aid Highway Program. This includes the State’s oversight and reporting requirements related to locally administered projects. The provisions of that agreement are hereby incorporated and included by reference.

NOW THEREFORE the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, Agency and State agree to State delivering the St Helens Scappoose Refinement Trail Community Paths Project on behalf of Agency, hereinafter referred to as "Project." Project includes project development up to 30% design for a regional path to connect St Helens and Scappoose. The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. Agency agrees that, if State hires a consultant to design the Project, State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.
3. Project Costs and Funding.
 - a. The total Project cost is estimated at \$405,000.50, which is subject to change. Federal funds for this Project shall be limited to \$363,407.00. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal funds, and the 10.27 percent match for all eligible costs. Any unused funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.
 - b. With the exception of Americans with Disabilities Act of 1990-related design standards and exceptions, State shall consult with Agency on Project decisions that impact Total Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. State will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency's concurrence on plans. State shall consult with Agency prior to making changes to Project scope, schedule, or budget. However, State may award a construction contract up to ten (10) percent (%) over engineer's estimate without prior approval of Agency.
 - c. Federal funds under this Agreement are provided under Title 23, United States Code.
 - d. ODOT does not consider Agency to be a subrecipient or contractor under this Agreement for purposes of federal funds. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction. Agency is not eligible to be reimbursed for work performed under this Agreement.

- e. State will submit the requests for federal funding to the Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.
 - f. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
5. Termination.
- a. This Agreement may be terminated by mutual written consent of both Parties.
 - b. State may terminate this Agreement upon 30 days' written notice to Agency.
 - c. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - i. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - iii. If Agency fails to provide payment of its share of the cost of the Project.
 - iv. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - v. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
 - d. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
6. Americans with Disabilities Act Compliance:
- a. Agency shall utilize ODOT standards to assess and ensure that the Project and all

component activities comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all plans and proposed alternatives for future design or construction of pedestrian, bicycle, and transit routes and facilities will result in ADA-compliant facilities and improvements.

- b. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the establishment of any work zone.
7. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
8. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
9. The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party.
10. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are incorporated by this reference and made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
11. Agency shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement.

12. Agency and State are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
13. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
14. Notwithstanding anything in this Agreement or implied to the contrary, the rights and obligations set out in the following paragraphs of this Agreement shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive: Terms of Agreement Paragraphs 3.e (Funding), 5.d (Termination), 9-14, 17 (Integration, Merger; Waiver); and Attachment 2, paragraphs 1 (Project Administration), 7, 9, 11, 13 (Finance), and 37-41 (Maintenance and Contribution).
15. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
16. This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
17. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.
18. State's Contract Administrator for this Agreement is Caroline Crisp, Planner 3, 350 W Marine Dr, Astoria OR 97103, (503) 313-6812, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Agency/State
Agreement No. 73000-00020982

19. Agency's Contract Administrator for this Agreement is Jennifer Dimsho, Community Development Project Manager, 265 Strand Street, St Helens, OR 97051, (503) 366-8207, jdimsho@sthelensoregon.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

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

SIGNATURE PAGE TO FOLLOW

Agency/State
Agreement No. 73000-00020982

This Project is in the 2024-2027 Statewide Transportation Improvement Program (STIP), (Key #23515) that was adopted by the Oregon Transportation Commission on July 13, 2023 (or subsequently by amendment to the STIP).

CITY OF ST HELENS, by and through its
elected officials

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

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

By _____
Recipient's Legal Counsel

Date _____

Agency Contact:

Jennifer Dimsho, Community Development
Project Manager
265 Strand Street
St Helens, OR 97051
(503) 366-8207
jdimsho@sthelensoregon.gov

STATE OF OREGON, by and through its
Department of Transportation

By _____
Public Transportation Division Administrator

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
Program Manager

Date _____

By _____
District Manager

Name _____
(printed)

Date _____

**APPROVED AS TO LEGAL SUFFICIENCY
(For funding over \$150,000)**

By _____
Assistant Attorney General

Date _____

State Contact

Caroline Crisp, Planner 3
350 W Marine Dr
Astoria OR 97103
(503) 313-6812
Caroline.crisp@odot.oregon.gov

EXHIBIT A – Project Location Map



Proposed regional path is indicated by the black line on the map.

ATTACHMENT NO. 1 to AGREEMENT NO. 73000-00020982
SPECIAL PROVISIONS

1. State or its consultant shall conduct all work components necessary to complete the Project, except for those responsibilities specifically assigned to Agency in this Agreement.
 - a. State or its consultant shall conduct preliminary engineering and design work required to produce final plans, specifications, and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; acquire necessary right of way and easements; and arrange for all utility relocations and adjustments.
 - b. State will advertise, bid, and award the construction contract. Upon State's award of the construction contract, a consultant hired and overseen by the State shall be responsible for contract administration and construction engineering & inspection, including all required materials testing and quality documentation. State shall make all contractor payments.
 - c. State will perform project management and oversight activities throughout the duration of the Project. The cost of such activities will be billed to the Project.
2. State and Agency agree that the useful life of this Project is defined as 20 years.
3. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
4. Those provisions of Attachment No. 2 – Federal Standard Provisions which pertain to construction and maintenance do not apply to this Agreement.

ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.
4. Agency may perform only those elements of the Project identified in the special provisions.

PROJECT FUNDING REQUEST

5. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, its consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

6. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or contractor, using the criteria in 2 CFR 200.331.

7. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid, must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash or check submitted to the Oregon Department of Transportation.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
11. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if the following event occurs:

- a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
 - b) .
12. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
 13. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the final total cost of the Project has been computed, State shall furnish Agency with an itemized statement. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total cost of the Project. Any portion of deposits made in excess of the final total cost of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the final total cost of the Project.

DESIGN STANDARDS

14. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or its consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or its consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
15. Agency agrees that if the Project is on the Oregon State Highway System or a State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
16. State and Agency agree that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agree that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retain authority for said approval. FHWA shall review any design exceptions for projects subject to Project of Division Interest and retains authority for their approval.

17. ODOT agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or its consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

PRELIMINARY & CONSTRUCTION ENGINEERING

18. Preliminary engineering and construction engineering may be performed by either a) State, or b) a State-approved consultant. Engineering work will be monitored by State to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, or b) a State-approved consultant. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall offer Agency the opportunity to review the documents prior to advertising for bids.
19. Architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects must follow the State's processes to ensure federal reimbursement. State will award, execute, and administer the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 731-148-0130, OAR 731-148-0220(3), OAR 731-148-0260 and State Personal Services Contracting Procedures, as applicable and as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the state approved consultant prior to receiving authorization from State to proceed.
20. The State or its consultant responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
21. State shall prepare construction contract and bidding documents, advertise for bid proposals, award all construction contracts, and administer the construction contracts.
22. Upon State's award of a construction contract, State shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
23. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

Disadvantaged Business Enterprises (DBE) Obligations

24. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts

entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).”

25. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
26. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

27. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24.
28. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
29. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be entirely responsible for project acquisition and coordination of the right of way certification.
30. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.
31. State and Agency grant each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

32. State shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

UTILITIES

33. State or its consultant shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State or its consultant shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

34. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
35. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
36. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

37. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

38. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of

the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

39. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
40. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

41. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

WORKERS' COMPENSATION COVERAGE

42. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. State and Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

43. Agency certifies by signing the Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing this Agreement, Agency agrees to fulfill the responsibility imposed by 2 CFR Subpart C, including 2 CFR 180.300, 180.355, 180.360, and 180.365, regarding debarment, suspension, and other responsibility matters. For the purpose of this provision only, Agency is considered a participant in a covered transaction. Furthermore, by signing this Agreement, Agency is providing the certification for its principals required in Appendix to 2 CFR part 180 – Covered Transactions.

INTERGOVERNMENTAL AGREEMENT BETWEEN COLUMBIA COUNTY AND THE CITY OF ST. HELENS

This Agreement is made by and between Columbia County, a political subdivision of the State of Oregon (hereinafter the "County"), and the City of St. Helens, a municipality (hereinafter the "City").

RECITALS

WHEREAS, the County and the City are authorized under ORS 190.003 to 190.030 and ORS 221.410 to enter into intergovernmental agreements for the performance of any and all functions that the County and the City have authority to perform; and

WHEREAS, the City applied for and was awarded grant funds by the Oregon Department of Transportation (ODOT) Oregon Community Paths Program to develop up to 30% design for a regional path to connect St. Helens and Scappoose titled the St. Helens Scappoose Refinement Trail Project (Contract No. 73000-0020982); and

WHEREAS, the route will be located within properties and rights-of-way under both the City's jurisdiction and within the County's jurisdiction; and

WHEREAS, the County and the City have determined that it is in the public interest for both parties to coordinate efforts to complete the St. Helens Scappoose Refinement Trail Project; and

WHEREAS, the parties therefore wish to enter into an intergovernmental agreement to set forth each party's duties and obligations.

AGREEMENT

NOW THEREFORE, in consideration of the benefits that will accrue to the County and City, and the covenants set forth herein, the parties agree to the following:

1. **Recitals True.** The recitals set forth above are true and correct and are incorporated herein by this reference.
2. **Purpose.** The purpose of this Agreement is to set forth the duties and obligations of each party for the completion of the St. Helens Scappoose Refinement Trail Project (hereinafter referred to as the "Project"), as described in Contract No. 73000-0020982 between the State of Oregon Department of Transportation and the City of St. Helens (hereinafter referred to as the "Contract"), attached hereto as **Exhibit A**.
3. **Term.** This Agreement shall become effective on the date last signed, below, and shall terminate on the date of the termination of the Contract in **Exhibit A**.
4. **County's Obligation.** The County shall:
 - a. Provide representative(s) that will be point(s) of contact for all interests and speak on behalf of the County at all project meetings.

- b. Coordinate with all parties that are stakeholders in project, including the City, State, and Regulatory Agencies.
 - c. Assist in discussions with all parties that are stakeholders in this project over needed permits, planning approvals, utility relocations, or any other work within the County's jurisdiction.
 - d. Allow the project team to access the County rights-of-way or other properties within the County's jurisdiction property to perform project activities, such as site inspection, field work, environmental investigation, survey, etc. as approved by the County.
 - e. Provide the City with \$13,864.50 to be applied towards the required 10.27 percent match as outlined in the Contract under (3) (a). **The City will issue an invoice to the County after July 1, 2024, for this amount. The invoice shall be paid by the County within 30 days of receiving the invoice.**
5. **City's Obligation.** In accordance with the terms and conditions of the Grant Agreement and this Agreement, the City shall:
- a. Provide representative(s) that will be point(s) of contact for all interests and speak on behalf of the City at all project meetings.
 - b. Coordinate with all parties that are stakeholders in project, including County, City, State, and Regulatory Agencies.
 - c. Assist in discussions with all parties that are stakeholders in this project over needed permits, planning approvals, utility relocations, or any other work within the City's jurisdiction.
 - d. Allow the project team to access the City rights-of-way or other properties within the City's jurisdiction property to perform project activities, such as site inspection, field work, environmental investigation, survey, etc. as approved by the City.
 - e. Coordinate with County on utility relocations discussions on City owned utilities, or connections to City owned utilities within Right of Way.
 - f. Issue an invoice to the County after July 1, 2024, for \$13,864.50 amount. The invoice shall be paid by the County within 30 days of the invoice.
 - g. Pay the required match of \$41,593.50 to the Oregon Department of Transportation (ODOT) as outlined in the Contract under (3) (a).
6. **No Employee/Employer Relationship.** In the performance of this Agreement, County employees shall not be considered City employees, and City employees shall not be considered County employees.
7. **Termination.** This Agreement may be terminated upon the mutual consent of both parties. Unless otherwise agreed by the parties in writing prior to termination, all funds contributed by the County shall remain in the City's possession and be applied to the completion of the

project, as provided in this Agreement. No funds will be returned until the project is completed, and the City in its sole discretion has determined those funds to be in excess of project costs.

8. Contract Representatives. Contract representatives for this Agreement shall be:

City: Jennifer Dimsho, Community Development Project Manager
265 Strand Street
St. Helens, OR 97051
jdimsho@sthelensoregon.gov
503-366-8207

County: Michael Russell, Public Works Director
1051 Oregon Street
St. Helens, OR 97051
Michael.Russell@columbiacountyor.gov
503-397-5090

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

9. Time. Time is of the essence in this Agreement.

10. Indemnity. City agrees to indemnify and hold harmless County, its officers, agents and employees from and against all third party claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected to City's performance of, or failure to perform, its obligations under this Agreement or any other negligent or willful act or omission by City. The indemnification and hold harmless provisions set forth in this paragraph are subject to the limits and provisions of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and as to the County, Article XI, Section 10 of the Oregon Constitution, and, as to the City, its Charter debt limitations.

11. Insurance. The parties shall maintain comprehensive general liability and property damage insurance in amounts up to the limits of the Oregon Tort Claims Act as to any and all work performed under this Agreement.

12. Severability. If any term or provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement, including the application of any term or provision to persons or circumstances other than those as to which the application is declared invalid or unenforceable, shall not be affected.

13. Attorney Fees. If suit or action is instituted arising out of this Agreement, each party shall be responsible for its own attorney fees.

14. Governing Law; Venue. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the State of Oregon (without regard to conflicts of law principles). Venue shall lie exclusively in the Circuit Court of the State of Oregon for Columbia County in St. Helens, Oregon.

15. Amendment. This Agreement may only be amended by a writing signed by the County and

City.

16. **No Waiver.** Waiver by either party of the strict performance of any term or covenant of this Agreement or any right under this Agreement shall not be construed as a continuing waiver.
17. **Successors and Assigns.** This Agreement and the covenants, agreements, obligations, and restrictions herein contained shall be binding upon and shall inure to the benefit of the parties hereto and to their respective representatives, successors, and permitted assigns.
18. **Entire Agreement.** This is the entire agreement between the parties and supersedes all prior agreements, proposals or understandings, whether written or oral. All such previous agreements, proposals or understandings, whether written or oral, are rescinded.
19. **Counterparts.** This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

IN WITNESS WHEREOF the parties have caused this agreement to be executed and do each hereby warrant and represent that their respective officers, whose signatures appear below, have been and are on the date of this agreement authorized by all necessary and appropriate legal action to execute this agreement.

CITY OF ST. HELENS

COLUMBIA COUNTY BOARD OF COMMISSIONERS

Rick Scholl, Mayor

Casey Garrett, Chair

Attest:

Kellie Jo Smith, Commissioner

Kathy Payne, City Recorder

Margaret Magruder, Commissioner

APPROVED AS TO FORM:

By: _____
Office of County Counsel

EXHIBIT A

**ODOT Delivered Federal Project
On Behalf of City of St Helens**

Project Name: Oregon Community Paths – St Helens Scappoose Refinement Trail
Project

Key Number: 23515

THIS AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as “State” or “ODOT,” and the **City of St Helens**, acting by and through its elected officials, hereinafter referred to as “Agency,” both herein referred to individually as “Party” and collectively as “Parties.”

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
2. St Helens Scappoose Refinement Trail Project is located on property under the jurisdiction and control of the cities of St Helens and Scappoose, and Columbia County.
3. Agency has agreed that State will deliver this project on behalf of the Agency.
4. The Project was selected as a part of the Oregon Community Paths Program and may include a combination of federal and state funds. “Project” is defined under Terms of Agreement, paragraph 1 of this Agreement.
5. The Stewardship and Oversight Agreement On Project Assumption and Program Oversight By and Between Federal Highway Administration, Oregon Division and the State of Oregon Department of Transportation (“Stewardship Agreement”) documents the roles and responsibilities of the State with respect to project approvals and responsibilities regarding delivery of the Federal Aid Highway Program. This includes the State’s oversight and reporting requirements related to locally administered projects. The provisions of that agreement are hereby incorporated and included by reference.

NOW THEREFORE the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, Agency and State agree to State delivering the St Helens Scappoose Refinement Trail Community Paths Project on behalf of Agency, hereinafter referred to as "Project." Project includes project development up to 30% design for a regional path to connect St Helens and Scappoose. The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. Agency agrees that, if State hires a consultant to design the Project, State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.
3. Project Costs and Funding.
 - a. The total Project cost is estimated at \$405,000.50, which is subject to change. Federal funds for this Project shall be limited to \$363,407.00. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal funds, and the 10.27 percent match for all eligible costs. Any unused funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.
 - b. With the exception of Americans with Disabilities Act of 1990-related design standards and exceptions, State shall consult with Agency on Project decisions that impact Total Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. State will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency's concurrence on plans. State shall consult with Agency prior to making changes to Project scope, schedule, or budget. However, State may award a construction contract up to ten (10) percent (%) over engineer's estimate without prior approval of Agency.
 - c. Federal funds under this Agreement are provided under Title 23, United States Code.
 - d. ODOT does not consider Agency to be a subrecipient or contractor under this Agreement for purposes of federal funds. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction. Agency is not eligible to be reimbursed for work performed under this Agreement.

- e. State will submit the requests for federal funding to the Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.
 - f. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
5. Termination.
- a. This Agreement may be terminated by mutual written consent of both Parties.
 - b. State may terminate this Agreement upon 30 days' written notice to Agency.
 - c. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - i. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - iii. If Agency fails to provide payment of its share of the cost of the Project.
 - iv. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - v. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
 - d. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
6. Americans with Disabilities Act Compliance:
- a. Agency shall utilize ODOT standards to assess and ensure that the Project and all

component activities comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all plans and proposed alternatives for future design or construction of pedestrian, bicycle, and transit routes and facilities will result in ADA-compliant facilities and improvements.

- b. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the establishment of any work zone.
7. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
8. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
9. The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party.
10. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are incorporated by this reference and made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
11. Agency shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement.

12. Agency and State are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
13. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
14. Notwithstanding anything in this Agreement or implied to the contrary, the rights and obligations set out in the following paragraphs of this Agreement shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive: Terms of Agreement Paragraphs 3.e (Funding), 5.d (Termination), 9-14, 17 (Integration, Merger; Waiver); and Attachment 2, paragraphs 1 (Project Administration), 7, 9, 11, 13 (Finance), and 37-41 (Maintenance and Contribution).
15. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
16. This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
17. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.
18. State's Contract Administrator for this Agreement is Caroline Crisp, Planner 3, 350 W Marine Dr, Astoria OR 97103, (503) 313-6812, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Agency/State
Agreement No. 73000-00020982

19. Agency's Contract Administrator for this Agreement is Jennifer Dimsho, Community Development Project Manager, 265 Strand Street, St Helens, OR 97051, (503) 366-8207, jdimsho@sthelensoregon.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

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

SIGNATURE PAGE TO FOLLOW

Agency/State
Agreement No. 73000-00020982

This Project is in the 2024-2027 Statewide Transportation Improvement Program (STIP), (Key #23515) that was adopted by the Oregon Transportation Commission on July 13, 2023 (or subsequently by amendment to the STIP).

CITY OF ST HELENS, by and through its
elected officials

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

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

By _____
Recipient's Legal Counsel

Date _____

Agency Contact:

Jennifer Dimsho, Community Development
Project Manager
265 Strand Street
St Helens, OR 97051
(503) 366-8207
jdimsho@sthelensoregon.gov

STATE OF OREGON, by and through its
Department of Transportation

By _____
Public Transportation Division Administrator

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
Program Manager

Date _____

By _____
District Manager

Name _____
(printed)

Date _____

**APPROVED AS TO LEGAL SUFFICIENCY
(For funding over \$250,000)**

By Jennifer O'Brien via email
Assistant Attorney General

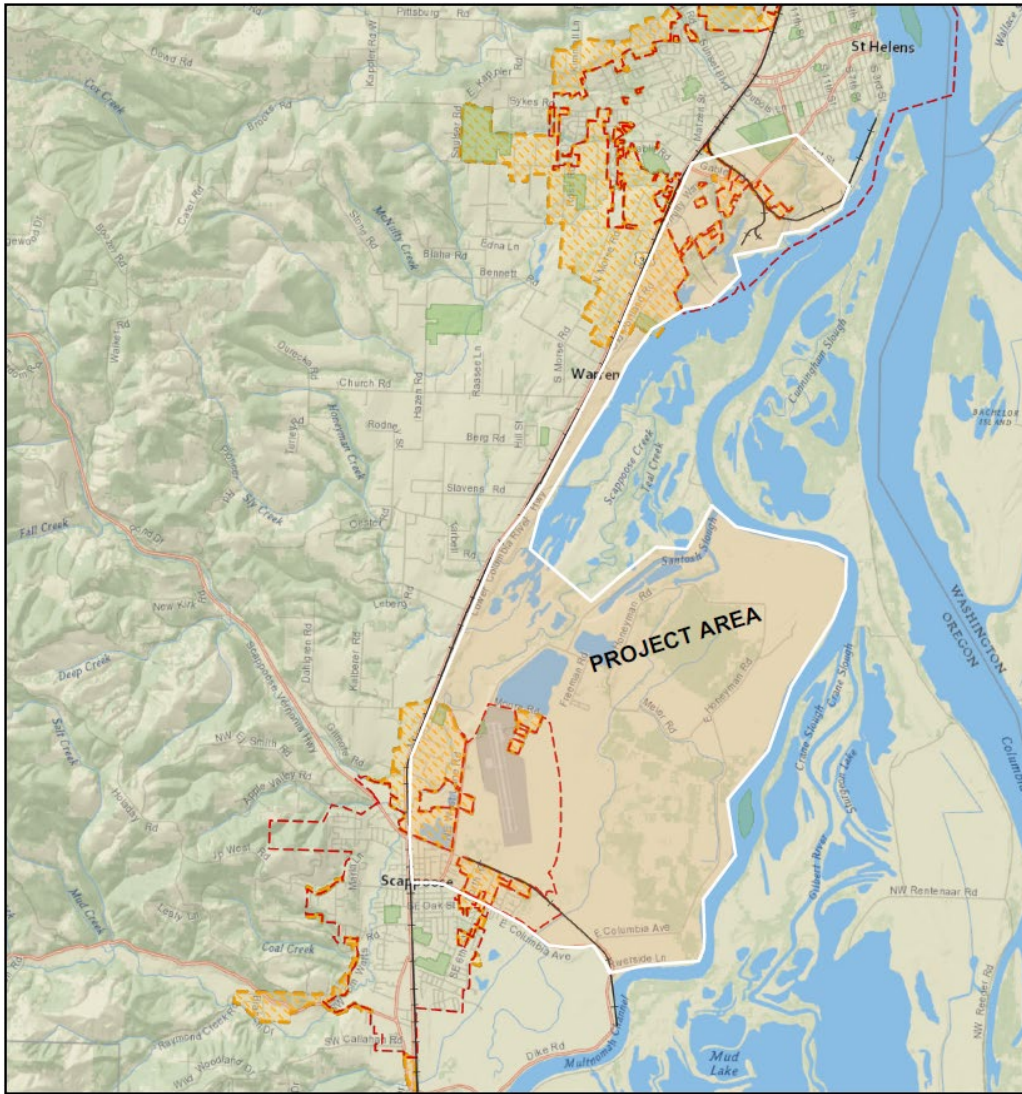
Date April 3, 2024

State Contact

Caroline Crisp, Planner 3
350 W Marine Dr
Astoria OR 97103
(503) 313-6812
Caroline.crisp@odot.oregon.gov

EXHIBIT A – Project Location Map

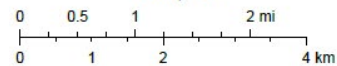
Oregon Community Paths - St. Helens Scappoose Refinement Trail Project



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-  Park Boundaries
-  Railroads
-  City Limits
-  Urban Growth Boundary (UGB)



National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.

Columbia County, OR
National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp. | National Agriculture Imagery Program (NAIP) under contract for

**ATTACHMENT NO. 1 to AGREEMENT NO. 73000-00020982
SPECIAL PROVISIONS**

1. State or its consultant shall conduct all work components necessary to complete the Project, except for those responsibilities specifically assigned to Agency in this Agreement.
 - a. State or its consultant shall conduct preliminary engineering and design work as provided in Terms of Agreement Paragraph 1.
 - b. State will perform project management and oversight activities throughout the duration of the Project. The cost of such activities will be billed to the Project.
2. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
3. Those provisions of Attachment No. 2 – Federal Standard Provisions which pertain to construction and maintenance do not apply to this Agreement.

ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.
4. Agency may perform only those elements of the Project identified in the special provisions.

PROJECT FUNDING REQUEST

5. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, its consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

6. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or contractor, using the criteria in 2 CFR 200.331.

7. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid, must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash or check submitted to the Oregon Department of Transportation.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
11. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if the following event occurs:

- a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
 - b) .
12. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
 13. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the final total cost of the Project has been computed, State shall furnish Agency with an itemized statement. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total cost of the Project. Any portion of deposits made in excess of the final total cost of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the final total cost of the Project.

DESIGN STANDARDS

14. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or its consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or its consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
15. Agency agrees that if the Project is on the Oregon State Highway System or a State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
16. State and Agency agree that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agree that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retain authority for said approval. FHWA shall review any design exceptions for projects subject to Project of Division Interest and retains authority for their approval.

17. ODOT agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or its consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

PRELIMINARY & CONSTRUCTION ENGINEERING

18. Preliminary engineering and construction engineering may be performed by either a) State, or b) a State-approved consultant. Engineering work will be monitored by State to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, or b) a State-approved consultant. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall offer Agency the opportunity to review the documents prior to advertising for bids.
19. Architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects must follow the State's processes to ensure federal reimbursement. State will award, execute, and administer the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 731-148-0130, OAR 731-148-0220(3), OAR 731-148-0260 and State Personal Services Contracting Procedures, as applicable and as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the state approved consultant prior to receiving authorization from State to proceed.
20. The State or its consultant responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
21. State shall prepare construction contract and bidding documents, advertise for bid proposals, award all construction contracts, and administer the construction contracts.
22. Upon State's award of a construction contract, State shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
23. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

Disadvantaged Business Enterprises (DBE) Obligations

24. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts

entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).”

25. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
26. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

27. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24.
28. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State’s Region Right of Way office.
29. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be entirely responsible for project acquisition and coordination of the right of way certification.
30. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.
31. State and Agency grant each other authority to enter onto the other’s right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

32. State shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

UTILITIES

33. State or its consultant shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State or its consultant shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

34. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
35. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
36. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

37. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

38. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of

the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

39. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
40. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

41. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

WORKERS' COMPENSATION COVERAGE

42. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. State and Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

43. Agency certifies by signing the Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

By signing this Agreement, Agency agrees to fulfill the responsibility imposed by 2 CFR Subpart C, including 2 CFR 180.300, 180.355, 180.360, and 180.365, regarding debarment, suspension, and other responsibility matters. For the purpose of this provision only, Agency is considered a participant in a covered transaction. Furthermore, by signing this Agreement, Agency is providing the certification for its principals required in Appendix to 2 CFR part 180 – Covered Transactions.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SCAPPOOSE AND THE CITY OF ST. HELENS

This Agreement is made by and between City of Scappoose, a municipality, and the City of St. Helens, a municipality.

RECITALS

WHEREAS, Scappoose and St. Helens are authorized under ORS 190.003 to 190.030 and ORS 221.410 to enter into intergovernmental agreements for the performance of any and all functions that Scappoose and St. Helens have authority to perform; and

WHEREAS, St. Helens applied for and was awarded grant funds by the Oregon Department of Transportation (ODOT) Oregon Community Paths Program to develop up to 30% design for a regional path to connect St. Helens and Scappoose titled the St. Helens Scappoose Refinement Trail Project (Contract No. 73000-0020982); and

WHEREAS, the route will be located within properties and rights-of-way under both St. Helens' jurisdiction and within Scappoose's jurisdiction; and

WHEREAS, Scappoose and St. Helens have determined that it is in the public interest for both parties to coordinate efforts to complete the St. Helens Scappoose Refinement Trail Project; and

WHEREAS, the parties therefore wish to enter into an intergovernmental agreement to set forth each party's duties and obligations.

AGREEMENT

NOW THEREFORE, in consideration of the benefits that will accrue to Scappoose and St. Helens, and the covenants set forth herein, the parties agree to the following:

1. **Recitals True.** The recitals set forth above are true and correct and are incorporated herein by this reference.
2. **Purpose.** The purpose of this Agreement is to set forth the duties and obligations of each party for the completion of the St. Helens Scappoose Refinement Trail Project (hereinafter referred to as the "Project"), as described in Contract No. 73000-0020982 between the State of Oregon Department of Transportation and the City of St. Helens (hereinafter referred to as the "Contract"), attached hereto as **Exhibit A**.
3. **Term.** This Agreement shall become effective on the date last signed, below, and shall terminate on the date of the termination of the Contract in **Exhibit A**.
4. **City of Scappoose's Obligation.** In accordance with the terms of and conditions of the Contract and this Agreement, the City of Scappoose shall:
 - a. Provide representative(s) that will be point(s) of contact for all interests and speak on behalf of Scappoose at all project meetings.

- b. Coordinate with all parties that are stakeholders in project, including St. Helens, the County, the State, and Regulatory Agencies.
 - c. Assist in discussions with all parties that are stakeholders in this project over needed permits, planning approvals, utility relocations, or any other work within Scappoose's jurisdiction.
 - d. Allow the project team to access Scappoose's rights-of-way or other properties within Scappoose's jurisdiction to perform project activities, such as site inspection, field work, environmental investigation, survey, etc., as approved by Scappoose.
 - e. Provide St. Helens one-third (1/3) of the costs associated with the required 10.27 percent match as outlined in the Contract under (3) (a). The total Project cost is estimated at \$405,000.50, which means the total match requirement shared by the three (3) agencies outlined in the Contract is \$41,593.50. **The City of Scappoose will be responsible for \$13,864.50. The City of St. Helens will issue an invoice to the City of Scappoose after July 1, 2024, for this amount. The invoice shall be paid by Scappoose within 30 days of receiving the invoice.**
5. **City of St. Helens' Obligation.** In accordance with the terms and conditions of the Contract and this Agreement, the City of St. Helens shall:
- a. Provide representative(s) that will be point(s) of contact for all interests and speak on behalf of St. Helens at all project meetings.
 - b. Coordinate with all parties that are stakeholders in project, including the County, the City of Scappoose, the State, and Regulatory Agencies.
 - c. Assist in discussions with all parties that are stakeholders in this project over needed permits, planning approvals, utility relocations, or any other work within the City of Scappoose's jurisdiction.
 - d. Allow the project team to access the City rights-of-way or other properties within the City's jurisdiction to perform project activities, such as site inspection, field work, environmental investigation, survey, etc. as approved by the City.
 - e. Provide one-third (1/3) of the costs associated with the required 10.27 percent match as outlined in the Contract under (3) (a). The total Project cost is estimated at \$405,000.50, which means the total match requirement shared by the three (3) agencies outlined in the Contract is \$41,593.50. **The City of St. Helens will be responsible for \$13,864.50.**
 - f. Issue an invoice to the City of Scappoose after July 1, 2024, for \$13,864.50 amount. The invoice shall be paid by the City of Scappoose within 30 days of the invoice.
 - g. Pay the required match of \$41,593.50 to the Oregon Department of Transportation (ODOT) as outlined in the Contract under (3) (a).
6. **No Employee/Employer Relationship.** In the performance of this Agreement, City of Scappoose employees shall not be considered City of St. Helens employees, and City of St. Helens employees shall not be considered City of Scappoose employees.

7. **Termination.** This Agreement may be terminated upon the mutual consent of both parties. Unless otherwise agreed by the parties in writing prior to termination, all funds contributed by the City of Scappoose shall remain in the City of St. Helens' possession and be applied to the completion of the project, as provided in this Agreement. No funds will be returned until the project is completed, and the City of St. Helens in its sole discretion has determined those funds to be in excess of project costs.

8. **Contract Representatives.** Contract representatives for this Agreement shall be:

City of St. Helens: Jennifer Dimsho, Community Development Project Manager
265 Strand Street
St. Helens, OR 97051
jdimsho@sthelensoregon.gov
503-366-8207

City of Scappoose: Laurie Joseph, Community Development Director
33568 E Columbia Ave.
Scappoose, OR 97056
loliver@scappoose.gov
503-543-7184

All correspondence shall be sent to the above addresses when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

9. **Time.** Time is of the essence in this Agreement.

10. **Indemnity.** City of St. Helens agrees to indemnify and hold harmless City of Scappoose, its officers, agents and employees from and against all third party claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected to City of Scappoose's performance of, or failure to perform, its obligations under this Agreement, or for any other negligent or willful act or omission by City of Scappoose. City of Scappoose agrees to indemnify and hold harmless City of St. Helens, its officers, agents and employees from and against all third party claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected to City of St. Helens' performance of, or failure to perform, its obligations under this Agreement or any other negligent or willful act or omission by City of St. Helens. The indemnification and hold harmless provisions set forth in this paragraph are subject to the limits and provisions of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and to Charter debt limitations.

11. **Insurance.** The parties shall maintain comprehensive general liability and property damage insurance in amounts up to the limits of the Oregon Tort Claims Act as to any and all work performed under this Agreement.

12. **Severability.** If any term or provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement, including the application of any term or provision to persons or circumstances other than those as to which the application is declared invalid or unenforceable, shall not be affected.

13. **Attorney Fees.** If suit or action is instituted arising out of this Agreement, each party shall be

responsible for its own attorney fees.

14. **Governing Law; Venue.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the State of Oregon (without regard to conflicts of law principles). Venue shall lie exclusively in the Circuit Court of the State of Oregon for Columbia County in St. Helens, Oregon.
15. **Amendment.** This Agreement may only be amended by a writing signed by the City of Scappoose and the City of St. Helens.
16. **No Waiver.** Waiver by either party of the strict performance of any term or covenant of this Agreement or any right under this Agreement shall not be construed as a continuing waiver.
17. **Successors and Assigns.** This Agreement and the covenants, agreements, obligations, and restrictions herein contained shall be binding upon and shall inure to the benefit of the parties hereto and to their respective representatives, successors, and permitted assigns.
18. **Entire Agreement.** This is the entire agreement between the parties and supersedes all prior agreements, proposals or understandings, whether written or oral. All such previous agreements, proposals or understandings, whether written or oral, are rescinded.
19. **Counterparts.** This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

IN WITNESS WHEREOF the parties have caused this agreement to be executed and do each hereby warrant and represent that their respective officers, whose signatures appear below, have been and are on the date of this agreement authorized by all necessary and appropriate legal action to execute this agreement.

CITY OF ST. HELENS

CITY OF SCAPPOOSE

Rick Scholl, Mayor

Joe Backus, Mayor

Attest:

Attest:

Kathy Payne, City Recorder

Susan Reeves, City Recorder

EXHIBIT A

**ODOT Delivered Federal Project
On Behalf of City of St Helens**

Project Name: Oregon Community Paths – St Helens Scappoose Refinement Trail
Project

Key Number: 23515

THIS AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as “State” or “ODOT,” and the **City of St Helens**, acting by and through its elected officials, hereinafter referred to as “Agency,” both herein referred to individually as “Party” and collectively as “Parties.”

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
2. St Helens Scappoose Refinement Trail Project is located on property under the jurisdiction and control of the cities of St Helens and Scappoose, and Columbia County.
3. Agency has agreed that State will deliver this project on behalf of the Agency.
4. The Project was selected as a part of the Oregon Community Paths Program and may include a combination of federal and state funds. “Project” is defined under Terms of Agreement, paragraph 1 of this Agreement.
5. The Stewardship and Oversight Agreement On Project Assumption and Program Oversight By and Between Federal Highway Administration, Oregon Division and the State of Oregon Department of Transportation (“Stewardship Agreement”) documents the roles and responsibilities of the State with respect to project approvals and responsibilities regarding delivery of the Federal Aid Highway Program. This includes the State’s oversight and reporting requirements related to locally administered projects. The provisions of that agreement are hereby incorporated and included by reference.

NOW THEREFORE the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, Agency and State agree to State delivering the St Helens Scappoose Refinement Trail Community Paths Project on behalf of Agency, hereinafter referred to as "Project." Project includes project development up to 30% design for a regional path to connect St Helens and Scappoose. The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. Agency agrees that, if State hires a consultant to design the Project, State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.
3. Project Costs and Funding.
 - a. The total Project cost is estimated at \$405,000.50, which is subject to change. Federal funds for this Project shall be limited to \$363,407.00. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal funds, and the 10.27 percent match for all eligible costs. Any unused funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.
 - b. With the exception of Americans with Disabilities Act of 1990-related design standards and exceptions, State shall consult with Agency on Project decisions that impact Total Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. State will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency's concurrence on plans. State shall consult with Agency prior to making changes to Project scope, schedule, or budget. However, State may award a construction contract up to ten (10) percent (%) over engineer's estimate without prior approval of Agency.
 - c. Federal funds under this Agreement are provided under Title 23, United States Code.
 - d. ODOT does not consider Agency to be a subrecipient or contractor under this Agreement for purposes of federal funds. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction. Agency is not eligible to be reimbursed for work performed under this Agreement.

- e. State will submit the requests for federal funding to the Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.
 - f. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
5. Termination.
- a. This Agreement may be terminated by mutual written consent of both Parties.
 - b. State may terminate this Agreement upon 30 days' written notice to Agency.
 - c. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - i. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - iii. If Agency fails to provide payment of its share of the cost of the Project.
 - iv. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - v. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
 - d. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
6. Americans with Disabilities Act Compliance:
- a. Agency shall utilize ODOT standards to assess and ensure that the Project and all

component activities comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all plans and proposed alternatives for future design or construction of pedestrian, bicycle, and transit routes and facilities will result in ADA-compliant facilities and improvements.

- b. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the establishment of any work zone.
7. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
8. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
9. The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party.
10. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are incorporated by this reference and made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
11. Agency shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement.

12. Agency and State are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
13. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
14. Notwithstanding anything in this Agreement or implied to the contrary, the rights and obligations set out in the following paragraphs of this Agreement shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive: Terms of Agreement Paragraphs 3.e (Funding), 5.d (Termination), 9-14, 17 (Integration, Merger; Waiver); and Attachment 2, paragraphs 1 (Project Administration), 7, 9, 11, 13 (Finance), and 37-41 (Maintenance and Contribution).
15. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
16. This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
17. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.
18. State's Contract Administrator for this Agreement is Caroline Crisp, Planner 3, 350 W Marine Dr, Astoria OR 97103, (503) 313-6812, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Agency/State
Agreement No. 73000-00020982

19. Agency's Contract Administrator for this Agreement is Jennifer Dimsho, Community Development Project Manager, 265 Strand Street, St Helens, OR 97051, (503) 366-8207, jdimsho@sthelensoregon.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

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

SIGNATURE PAGE TO FOLLOW

Agency/State
Agreement No. 73000-00020982

This Project is in the 2024-2027 Statewide Transportation Improvement Program (STIP), (Key #23515) that was adopted by the Oregon Transportation Commission on July 13, 2023 (or subsequently by amendment to the STIP).

CITY OF ST HELENS, by and through its
elected officials

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

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

By _____
Recipient's Legal Counsel

Date _____

Agency Contact:
Jennifer Dimsho, Community Development
Project Manager
265 Strand Street
St Helens, OR 97051
(503) 366-8207
jdimsho@sthelensoregon.gov

STATE OF OREGON, by and through its
Department of Transportation

By _____
Public Transportation Division Administrator

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
Program Manager

Date _____

By _____
District Manager

Name _____
(printed)

Date _____

**APPROVED AS TO LEGAL SUFFICIENCY
(For funding over \$250,000)**

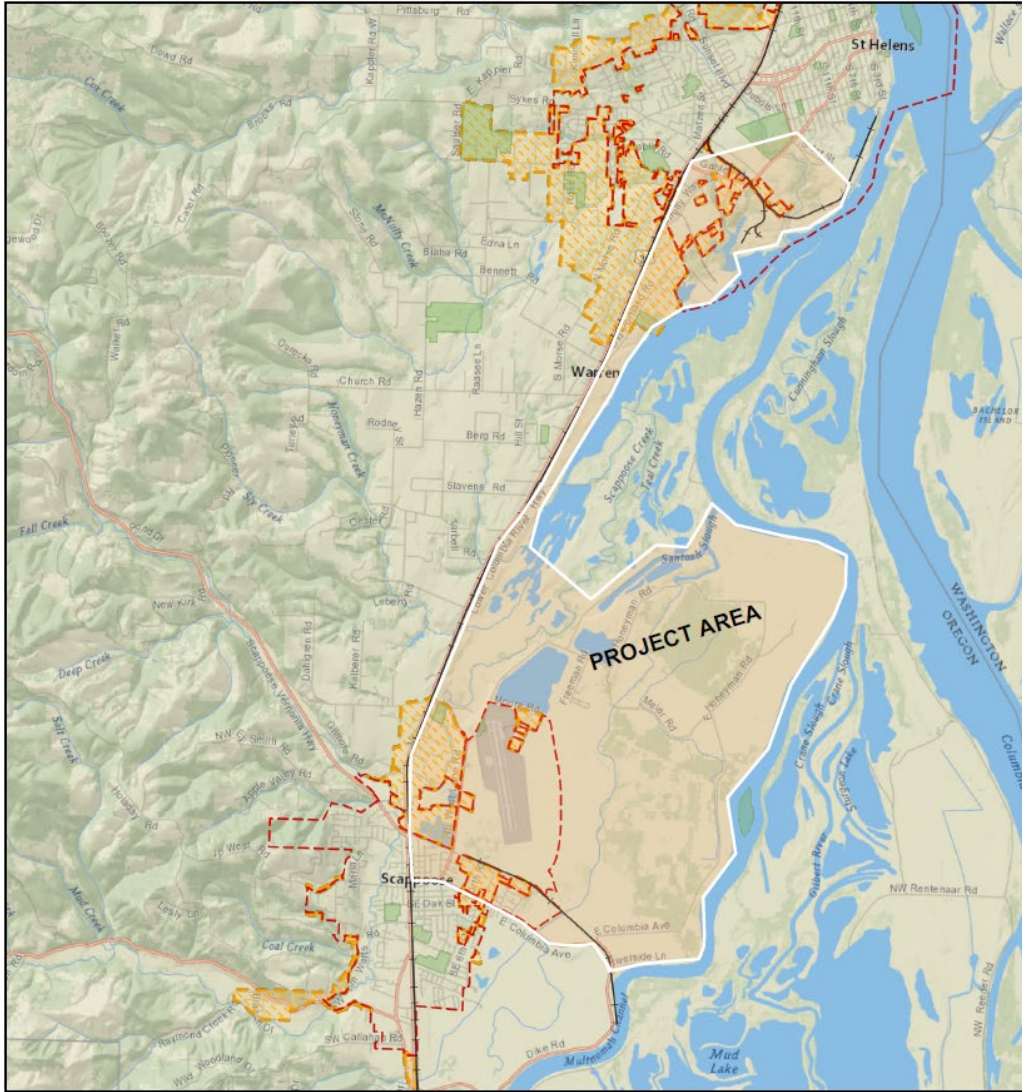
By Jennifer O'Brien via email
Assistant Attorney General

Date April 3, 2024

State Contact
Caroline Crisp, Planner 3
350 W Marine Dr
Astoria OR 97103
(503) 313-6812
Caroline.crisp@odot.oregon.gov


EXHIBIT A – Project Location Map

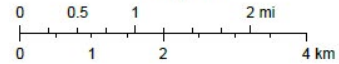
Oregon Community Paths - St. Helens Scappoose Refinement Trail Project



2/12/2024, 1:09:59 PM

1:75,000

-  Park Boundaries
-  Railroads
-  City Limits
-  Urban Growth Boundary (UGB)



National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.

Columbia County, OR
National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp. | National Agriculture Imagery Program (NAIP) under contract for

**ATTACHMENT NO. 1 to AGREEMENT NO. 73000-00020982
SPECIAL PROVISIONS**

1. State or its consultant shall conduct all work components necessary to complete the Project, except for those responsibilities specifically assigned to Agency in this Agreement.
 - a. State or its consultant shall conduct preliminary engineering and design work as provided in Terms of Agreement Paragraph 1.
 - b. State will perform project management and oversight activities throughout the duration of the Project. The cost of such activities will be billed to the Project.
2. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
3. Those provisions of Attachment No. 2 – Federal Standard Provisions which pertain to construction and maintenance do not apply to this Agreement.

ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.
4. Agency may perform only those elements of the Project identified in the special provisions.

PROJECT FUNDING REQUEST

5. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, its consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

6. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or contractor, using the criteria in 2 CFR 200.331.

7. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid, must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash or check submitted to the Oregon Department of Transportation.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
11. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if the following event occurs:

- a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
 - b) .
12. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
 13. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the final total cost of the Project has been computed, State shall furnish Agency with an itemized statement. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total cost of the Project. Any portion of deposits made in excess of the final total cost of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the final total cost of the Project.

DESIGN STANDARDS

14. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or its consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or its consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
15. Agency agrees that if the Project is on the Oregon State Highway System or a State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
16. State and Agency agree that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agree that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retain authority for said approval. FHWA shall review any design exceptions for projects subject to Project of Division Interest and retains authority for their approval.

17. ODOT agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or its consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

PRELIMINARY & CONSTRUCTION ENGINEERING

18. Preliminary engineering and construction engineering may be performed by either a) State, or b) a State-approved consultant. Engineering work will be monitored by State to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, or b) a State-approved consultant. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall offer Agency the opportunity to review the documents prior to advertising for bids.
19. Architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects must follow the State's processes to ensure federal reimbursement. State will award, execute, and administer the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 731-148-0130, OAR 731-148-0220(3), OAR 731-148-0260 and State Personal Services Contracting Procedures, as applicable and as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the state approved consultant prior to receiving authorization from State to proceed.
20. The State or its consultant responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
21. State shall prepare construction contract and bidding documents, advertise for bid proposals, award all construction contracts, and administer the construction contracts.
22. Upon State's award of a construction contract, State shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
23. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

Disadvantaged Business Enterprises (DBE) Obligations

24. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts

entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).”

25. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
26. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

27. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24.
28. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
29. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be entirely responsible for project acquisition and coordination of the right of way certification.
30. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.
31. State and Agency grant each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

32. State shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

UTILITIES

33. State or its consultant shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State or its consultant shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

34. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
35. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
36. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

37. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

38. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of

the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

39. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
40. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

41. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

WORKERS' COMPENSATION COVERAGE

42. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. State and Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

43. Agency certifies by signing the Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

By signing this Agreement, Agency agrees to fulfill the responsibility imposed by 2 CFR Subpart C, including 2 CFR 180.300, 180.355, 180.360, and 180.365, regarding debarment, suspension, and other responsibility matters. For the purpose of this provision only, Agency is considered a participant in a covered transaction. Furthermore, by signing this Agreement, Agency is providing the certification for its principals required in Appendix to 2 CFR part 180 – Covered Transactions.

ST. HELENS PUBLIC LIBRARY BOARD MEETING

Monday, April 8, 2024 at 7:15 PM
Virtually over Zoom

APPROVED MINUTES

Members Present

Chair Jana Mann
Vice Chair Aaron Martin
Member Robert Dunn
Member Ellen Jacobson
Member Lynne Pettit
Member Fatima Salas
Member Diana Wiener

Members Absent

Member Jessica Sturdivant

Staff Present

Library Director Suzanne Bishop
Library Board Secretary Dan Dieter
Councilor Russell Hubbard

Visitors

None

CALL TO ORDER

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

VISITORS COMMENTS

No visitors.

APPROVAL OF MINUTES

Minutes from February 12, 2024 were reviewed.

Motion: Upon Member Jacobson's motion and Vice Chair Martin's second, the Library Board unanimously approved the minutes dated February 12, 2024. [Yeas: Chair Mann, Vice Chair Martin, Member Dunn, Member Jacobson, Member Pettit, Member Salas, Member Wiener; Nays: none]

OLD BUSINESS

SUBCOMMITTEE REPORT ON BOARD APPLICANT: Vice Chair Martin and Member Dunn met with prospective board applicant Colleen Ohler for an interview. The interview was very positive, and it was stated that she would be a very good fit for the board.

Motion: Upon Vice Chair Martin's motion and Member Wiener's second, the Library Board unanimously recommended Board Applicant Colleen Ohler for approval by City Council. [Yeas: Chair Mann, Vice Chair Martin, Member Dunn, Member Jacobson, Member Pettit, Member Salas, Member Wiener; Nays: none]

DISCUSSION OF BOARD MEMBER APPLICATION PROCESS:

Vice Chair Martin wanted to know if there is a convention for the application process. It seems like the timing of creating a subcommittee and holding interviews might be better organized. The group discussed the current process and asked Director Bishop to check with City Recorder Kathy Payne to see if there is a City ordinance that gives that information. The board would like to have a basic process written out for review at a future board meeting.

NEW BUSINESS

Member Jacobson wanted to remind everyone that this is Library Appreciation Week and wanted to let everyone know what a great job Library Assistant Tari Johnson does with the monthly book club. She also invited everyone to write an email to Director Bishop highlighting good experiences they might have had, pleasant experiences they might have witnessed, or programs they have enjoyed. Perhaps Director Bishop can post those in the library to celebrate library staff.

LIBRARY DIRECTOR'S REPORT

Director Bishop stated that the City's Volunteer Appreciation Reception is being held on April 23 at 5:30 pm at the Community Center. Please RSVP to the City so they know how many will be attending. We have received two very nice printers leftover from the Cascades Mill closure. We are also going to have to replace the failed color printer and that will cost about \$1,200. Youth Librarian Keeney's last day was March 22 and we are currently working with City Administrator Walsh and the Union to draft a new job description that would incorporate Makerspace responsibilities as well as traditional youth librarian responsibilities. This position would also be responsible for recruiting guest lecturers, teachers, and instructors for programming. We are trying to preserve the position as full-time. Library Technician Woodruff and I will be presenting the story-time activities that are scheduled every week. I will run the program on Tuesday and Thursday, and she will run the program on Wednesday. She has had training through the American Library Association in the past. Library Assistant Burkhart will run the teen anime program. The Small Business and Entrepreneurs Corner is looking very good. The Growing Rural Oregon (GRO) program has given \$2,000 for that collection. The Libby magazine collection, which was enhanced with GRO funding, is already outperforming our old digital magazine program. We had a great meeting with the solar panel consultant as part of the City's plan to install a solar array next to the library building. There are two options, a smaller one that would be able to power parts of the building and a larger one that would be able to power all of the building. The array would act like a large canopy and might be able to feature a usable space underneath depending on where it is sited. Moving forward, the City would submit a proposal to the Oregon Department of Energy for a design and construction grant, for what might be up to a million dollars. This alternate power supply would reduce current power costs and provide power in cases of emergency. The Library Director's budget narrative is due to the finance department this week. The budget shows a small decrease from last year. The Budget Committee will have it's first meeting on April 25. We are no longer receiving Covid-19 tests, as the Federal government has stopped sending them out. We have a new Automated External Defibrillator (AED) that will replace the one we've had for 15 years. Adults and crafts' next program will be making a votive candle. The Book Club's next selection is *Everything I Never Told You*, by Celeste Ng. The Summer Library Challenge begins on June 17 this year. We will have many events running through the program, including a petting zoo, thanks to Member Sturdivant for the farm animals. The next library closure is May 20 which is Memorial Day. I will be out of town from April 13 through April 20.

COUNCILOR'S REPORT

Councilor Hubbard stated that the solar company has decided not to continue their interest in the Cascades site. Moving right ahead, there is an exciting offer from a company that wants to restart the paper mill. We will meet with them sometime this week and come to some kind of agreement. The first phase would have about 60 -70 employees and up to 150 employees. I will be at the library tomorrow to thank the library workers as part of the National Library Worker's Day.

OTHER BUSINESS

The next regularly scheduled meeting will be Monday, May 13, 2024, at 7:15 p.m. via Zoom.

SUMMARIZE ACTION ITEMS

Director Bishop will research the process for filling board vacancies. Director Bishop will send out information about the solar array. Board members are being asked to email letters to the Library Director thanking library workers for their service.

ADJOURNMENT

Chair Mann adjourned the meeting at 7:54 p.m.

Respectfully submitted by,

Dan Dieter

Library Board Secretary



PARKS AND TRAILS COMMISSION

Monday, April 08, 2024 at 4:00 PM

APPROVED MINUTES

MEMBERS PRESENT

Commissioner Dana Lathrope
 Chair Lynne Pettit
 Commissioner Paul Barlow
 Commissioner Jerry Belcher
 Commissioner Howard Blumenthal
 Vice Chair Scott Jacobson

STAFF PRESENT

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

VISITORS

Nick Hellmich

CALL TO ORDER 4pm

APPROVAL OF MINUTES

1. Approval of March minutes

Belcher would like to double check the audio to see if he mentioned squatters on Sand Island.

Motion made by Commissioner Blumenthal, Seconded by Commissioner Belcher.

Voting Yea: Chair Lathrope, Vice Chair Pettit, Commissioner Barlow, Commissioner Belcher, Commissioner Blumenthal, Commissioner Jacobson

NEW BUSINESS

2 - Milton Creek Reserve presentation - Chair Pettit

Chair Pettit wants Vice Chair Jacobson to move his part of the presentation to next month in the interest of time.

Chair Pettit gave a presentation on establishing a Milton Creek Reserve.

Belcher pointed out that he thought the Milton Creek sub-committee was about the trail on the other side of the creek not the reserve. It appears that Jacobson was talking about another project.

Barlow is concerned that they should see if the City has plans for the area before putting in the work.

Pettit doesn't feel they need a motion at this time until the sub-committee has met.

Lathrope wants all of the Commissioners to keep in mind the money the City would lose from the tax lots as well as the money it would require to renovate the space.

3 - Citizens Day - Pettit

Pettit has secured a booth space for the event and can provide a tent and table. Most of the other Commissioners are already volunteering for other booths.

4 - Candidate Interviews - Pettit

The interview sub-committee met and interviewed both candidates. Pettit gave a brief review of their achievements and highlights. The sub-committee recommends both.

Motion made by Commissioner Blumenthal, Seconded by Commissioner Belcher.

Voting Yea: Commissioner Lathrope, Chair Pettit, Commissioner Barlow, Commissioner Belcher, Commissioner Blumenthal, Vice Chair Jacobson

5 - Bike lanes & crosswalks - Barlow

Barlow has been riding his bike around town and has been noticing areas that need paint touch-ups.

6 - Planning Commission - Belcher

Belcher made a motion that the Planning Commission obtain input from the Parks & Trails Commission prior to deliberations on construction requests in City parks.

Motion made by Commissioner Belcher, Seconded by Commissioner Jacobson.

Blumenthal would like to extend the motion to any city utility construction in or near the parks as well. Belcher feels that would be included in his motion language.

Lathrope asked how the Planning Commission would notify them about changes. Jacobson feels that information sent to the commission secretary would be sufficient. Belcher prefers a pre-planning consultation.

Lathrope therefore added an addendum to the motion saying that the information be brought to the Parks & Trails Commission via an email to the current chair two weeks before a Parks & Trails Commission meeting prior to the Planning Commission's deliberations giving the Parks & Trails Commission time to discuss and give opinions back to the Planning Commission.

Jacobson thinks Belcher should talk to the Chair of the Planning Commission before making any motion. Belcher seconded addendum. All yea.

7 - Electric bikes - Blumenthal

Blumenthal claims that there is someone who is riding an electric bike on the trails in Nob Hill Park. Tupper says he will get signs that say pedestrian traffic only for all the entry points.

OLD BUSINESS**8 - Memorial bench - Pettit**

Pettit met with the citizen that wants to put a memorial bench at Dalton Lake. They picked out a few spots but are not quite ready to put it in yet.

STAFF REPORT

Tupper reported that they are busy with sports teams and grass mowing.

Pettit wanted to know if her signs for Dalton Lake are in yet. They are not.

Blumenthal wanted to know what the new gravel at McCormick Park was for. Tupper said it is for a proposed crosswalk for 13 Nights.

Barlow mentioned that someone attempted to break into one of the BMX buildings.

COUNCILOR'S REPORT

Sundeen thanked everyone who attended the Nob Hill work party.

He announced that 13 Nights will officially be at McCormick Park.

The City is still looking for volunteers for Citizens Day in the Park. Taylor Thiel would like to meet with Tupper on the 16th of April to walk the parks and talk about removing invasive species.

Tupper mentioned that there will be work done on McCormick Park by PUD to update and upgrade the power at McCormick Park, but it shouldn't be damaging.

DISCUSSION ITEMS

Barlow thinks it is weird that the City would buy back buildings that Sand Island LLC built on Sand Island when we don't do the same for other organizations like BMX and sports leagues that put money into City property.

Belcher informed the Commission that Pettit has removed herself from the Urban Trail sub-committee and therefore he is looking for another member.

Nick Hellmich is a proponent of Liberty Hill but it is not City property.

Pettit gave out the handout for the Annual board appreciation dinner.

Pettit would like to have a clean-up day on Earth Day. Many people are not available.

Jacobson created a proposal for a Milton Creek Trail project. He will be giving a presentation to the Port on April 10th with John Walsh. Jacobson said that if there is an issue he can re-frame it to come from the City to the Port.

Pettit said that she talked to Kathy Payne and that it was not appropriate to go to the Port without making a motion to City Council first.

Barlow thinks it is a good idea, but feels it is odd to be at the point of giving a presentation to the Port when this is the first the Parks & Trails Commission is even hearing about it.

Belcher said that he did go on a walk with Jacobson and others, and he was kept in the loop with the sub-committee. Pettit claims she is on the sub-committee and did not receive an email or phone call about any of this. Belcher feels that this project is different from Pettit's project and since Jacobson already has permission from the City Administrator and the Port has asked for it, it should move forward. Pettit stated again that the process should be followed of bringing it to the sub-committee, Parks & Trails Commission, then the City.

Jacobson says he is okay with John Walsh giving the presentation instead of him. Sundeen said it would be better to come from the Commission. Sundeen asked if it would hurt to sit down on April 10th and just have an informal discussion instead. Jacobson said he could do that.

Blumenthal gave an update of his work party in Nob Hill last weekend.

ADJOURNMENT 6:03pm



PLANNING COMMISSION

Tuesday, April 09, 2024, at 6:00 PM

APPROVED MINUTES

- Members Present:** Chair Dan Cary
 Vice Chair Jennifer Shoemaker
 Commissioner David Rosengard
 Commissioner Brooke Sisco
 Commissioner Scott Jacobson
- Members Absent:** Commissioner Charles Castner
 Commissioner Ginny Carlson
- Staff Present:** City Planner Jacob Graichen
 Associate Planner Jenny Dimsho
 Community Development Admin Assistant Christina Sullivan
 City Councilor Mark Gunderson
- Others:** Julie Wheeler
 Roy Wheeler
 Brady Preheim
 Tina Curry

CALL TO ORDER & FLAG SALUTE

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

Preheim, Brady. Preheim was called to speak. He said he wanted to protest Commissioners Charles Castner and David Rosengard being on the Planning Commission. He said he would like to see the Planning Commission add the Plaza Square and a 50-year water and sewer plan to their Proactive Item list. He said he would like to see the sewer and water systems merged with Scappoose to help both locations with their infrastructure issues.

Curry, Tina. Curry called to speak. She shared some information on the Masonic Building. She said they would like to replace the old second story aluminum windows on the building. She said she would like to get an idea of what the Planning Commission would require for this exterior change. She said there could be other modifications made to the interior of the building instead but would prefer to put more energy efficient windows into the building.

CONSENT AGENDA

A. **Planning Commission Minutes Dated March 12, 2024**

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

B. **Joint Planning Commission / City Council Minutes Dated March 13, 2024**

Motion: Upon Vice Chair Shoemaker's motion and Commissioner Jacobsen's second, the Planning Commission unanimously approved the Draft Minutes dated March 13, 2024, as written. [AYES: Vice Chair Shoemaker, Commissioner Sisco, Commissioner Jacobson, Commissioner Rosengard; NAYS: None]

PUBLIC HEARING AGENDA (times are earliest start time)

C. **6:05 p.m. Variance at 240 N Vernonia Rd - Wheeler**

Chair Dan Cary opened the Public Hearing at 6:13 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter.

Associate Planner Jenny Dimsho presented the staff report dated April 2, 2024. She mentioned it was an L-shaped lot and was a very large lot at over 14,000 square feet. She said this is a corner lot that fronts Mayfair Drive and Vernonia Road. She said the main drive is off Vernonia Road. She said the proposal is part of a remodel of their house.

She said when looking at the plan submitted with the building permit, there were some setback requirements not met. She said they will build a new addition off the back of the house and extend the existing roofline. She said they would like to maintain the existing setback line of the house. Since Mayfair Drive setback is considered an exterior side yard, it has a larger setback requirement of 14 feet. Their house currently sits at eight feet.

She noted that corner lots are more rare than interior lots, helping with the unique circumstance criteria.. She shared a reduction that could be used without a variance which makes the setback request only three and a half feet needed to meet the standard. She said all other setbacks were met and they were meeting their maximum coverage requirements.

Wheeler, Julie. Applicant. Wheeler is the owner of the property. She said the house was built in the year 1930 and Mayfair Drive was built several years after that. She mentioned aesthetically it will look better for the addition to just keep in line with the existing setback line. She also said they planned to keep all their trees and current screening.

In Favor

No one spoke in favor of the application.

In Neutral

No one spoke as neutral of the application.

In Opposition

No one spoke in opposition to the application.

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

Chair Dan Cary said this is a corner lot, but the house is back away from the street, and they are not decreasing what is there already and would just be extending the current setback line. He said it would be a nice addition to the lot.

There was a discussion about the screening. The Commission agreed there was no need for additional, or replacement of screening that may be needed to be removed.

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

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

DISCUSSION ITEMS

D. **Planning Commission Representation on Economic Opportunities Analysis Technical Advisory Committee**

Dimsho shared that the update of the Economic Opportunities Analysis had just started. She said there will be a Technical Advisory Committee for it. She said they would like to have someone from the Planning Commission on the committee. She said there would only be three meetings. She said there would also be discussion of this at two of the Joint Planning Commission and City Council meetings as well. Vice Chair Shoemaker said she would like to be the representative for the Planning Commission. The Commission agreed this was a good choice.

E. **2024 Development Code Amendments Draft Review**

City Planner Jacob Graichen shared that they drafted the text amendments proposal for the Commission to review in detail. He said the Commission would go through each item and then it would go before the City Council to move it forward for legislative approval.

He started with the question of single room occupancy development where there is a building that has multiple sleeping areas but the common areas, such as the kitchen and bathrooms, are shared. He said at the Joint Planning Commission Council meeting, the Mayor had discussed having an option of detached dwellings that may not have a lavatory or kitchen, but those facilities would be in another building. He mentioned that he spoke with the Building Official about this option and Building Code could make this not a feasible option. Graichen asked the Commission to provide feedback on this idea and whether it was an idea to include. Commissioner David Rosengard asked if the goal of this idea was just to increase the housing options available to the citizens? He said he did not think anyone would use this type of detached housing. Graichen said he did think this was the thought behind the idea. It would be different than cottage clusters, as they would have a building where some/all the facilities were located for sharing.

The Commission agreed they did not like the idea of single room occupancy in detached dwellings being allowed.

Graichen moved to the topic of definitions. He talked about some of the wording in the code and updating how they were spelled and adding, changing, or updating the definitions to clarify and make it easier to understand. The Commission agreed with the definition changes proposed.

There was a discussion on the manufactured dwelling definition. Graichen shared the different types and kinds of homes that are included in the definition of manufactured dwelling. Chair Cary asked about where manufactured homes and travel trailers could be located. Graichen said there was a specific code that said where these types of homes could be placed.

There was a small discussion on the types of new technology being created to build houses and how the code will acknowledge them.

He also discussed the definition of single room occupancies (SROs). For each zoning district, he described the density allowed for SROs, as required by the state.

He mentioned they updated the validity periods and added in clarification on the notice areas that should be notified for time extensions.

He talked about the zoning districts and how it states that anywhere there is a single-family dwelling, they will now need to allow single room occupancy with a maximum of six units. He also said the provisions for childcare will not allow them to impose a conditional use permit in a residential area.

He discussed the conditional use permits and specifically the multi-dwelling units and how it could be attached housing and/or detached housing. If there are three or more units, you can mix and match. He discussed the standards for zoning district R5 and that the number of units allowed must be capped.

There was a discussion on using "travel trailer park" versus "recreational vehicle park" as the use listed in the zoning districts. The Commission agreed "recreational vehicle park" was preferred over the code's current "travel trailer park."

He moved the discussion to the Highway Commercial zone and discussed some of the language used to make it easier to understand. He mentioned there was no residential allowed on the ground levels in Highway Commercial. He also said there were no density standards mentioned in the code for this zone. So, he said they updated it to say no more than two units on the property.

Vice Chair Shoemaker asked why congregate care is included in the Riverfront District, Plaza subdistrict. Vice Chair Shoemaker said she would like to strike that from the code if able to. Graichen said he would bring this question to next month's meeting.

He also discussed having to allow prefabricated structures and other types of units in manufactured home parks. He said they had a standard of a 10-foot separation between buildings. To stay consistent with the new rules they put into place in previous years about duplexes and single-family dwellings, they changed the language to match those interior yard standards for buildings within a manufactured home park. Chair Cary said he thought they should keep a larger separation to provide livability for neighbors. There was a small discussion about keeping ten feet between principal living units and allowing six feet between accessory structures. The Commission agreed with this change.

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

- F. Sign Permit (x2) at 465 N Columbia River Hwy – Than Tussing
- G. Site Design Review (Minor) at 134 N River Street – Steve Toschi
- H. Temporary Use Permit at 555 S Columbia River Hwy – Hacienda Las Juanitas, LLC
- I. Temporary Use Permit at 2225 Gable Road – Paintner
- J. Partition (x2) at 475 N 12th Street – Weigandt

There was a small discussion on the Weigandt partitions and the proposed development.

PLANNING DEPARTMENT ACTIVITY REPORT

- K. Planning Department Activity Report – March

There was no discussion on the Planning Department Activity Report.

PROACTIVE ITEMS

- L. Architectural Standards

There was no discussion on Architectural Standards.

- M. Vacant Storefronts

Vice Chair Shoemaker discussed the creation of a sub-committee to discuss and start working on vacant storefronts. She said she met with the Mainstreet group to discuss how to format the committee. She mentioned that Councilor Sundeen agreed to be on the committee, the President of Mainstreet, Erin Salisbury, wanted to be on the committee, and Vice Chair Shoemaker said two or three Planning Commissioners should be a part of the committee as well. She also said they should include two or three citizens. Commissioner Scott Jacobsen and Commissioner Brooke Sisco agreed to be a part of this sub-committee for the Vacant Storefronts.

She also said that the other commissioners should take on the different proactive items, as it doesn't make sense to have one person in charge of all of them.

There was a discussion about removing Architectural Standards. The Commission agreed they should keep it on the agenda but narrow down the district to start with these standards. No one volunteered to take the lead on the item.

There was a discussion on adding the Plaza as a proactive item. They discussed preparing a proposal to present to the County Commissioners on what the plan would be to restore it. The Commission agreed this should be added to the agenda with a possible sub-committee that includes the Parks and Trails Commission.

FOR YOUR INFORMATION ITEMS

There were no For Your Information Items.

ADJOURNMENT

There being no further business before the Planning Commission, the meeting was adjourned at 8:51 p.m.

Respectfully submitted,

*Christina Sullivan
Community Development Administrative Assistant*



URBAN RENEWAL- BUDGET COMMITTEE

Wednesday, January 05, 2022, at 5:00 PM

Approved Minutes

Members Present: Rick Scholl, Mayor
 Doug Morten, Chair
 Jessica Chilton, Vice Chair
 Patrick Birkle, Councilor
 Stephen R. Topaz, Councilor
 Claire Catt, Vice Chair
 Michelle Damis, Committee Member
 Mark Gundersen, Committee Member

Staff Present: John Walsh, City Administrator
 Matt Brown, Finance Director
 Mouhamad Zaher, Public Works Director
 Jenny Dimsho, Associate Planner / Community Development Project Manager
 Jennifer Johnson, Accountant

Members Absent: Garrett Lines, Committee Member
 Lew Mason, Committee Member

CALL TO ORDER

Morten called the meeting to order at 5:06 p.m.

Introductions

Introductions were made.

Election of Budget Chair and Vice Chair

Topaz recommended to continue with the same current officers.

Motion made by Councilor Topaz, Seconded by Appointed Member Catt.

Voting Yea: Mayor Scholl, Council Morten, Council Birkle, Council Topaz, Council Chilton, Appointed Member Damis, Appointed Member Gundersen.

Morten will continue as chair and Chilton will continue as vice chair.

Approval of Minutes April 27, 2020

Correction Michelle Damis will be changed to present.

Motion made by Council Birkle, Seconded by Council Topaz.

Voting Yea: Mayor Scholl, Chair Morten, Vice Chair Chilton, Appointed Member Catt, Appointed Member Damis, Appointed Member Gundersen

Minutes have been approved.

Public Comment on Proposed Urban Renewal Agency Budget

No public comment.

Budget Message

Walsh discussed the new timeline of the Urban Renewal Agency Budget Committee. In years past meetings have been held in the spring in conjunction with the city's budget. The Urban Renewal Agency is getting on a path to sustainability. The Urban Renewal Agency was started in 2008. Walsh discussed the 2008 recession. At that time, the Urban Renewal Agency was on hold. We are at a good place where we can move forward.

Plans

- Gateway Plan
- River Front Connector Plan
- The Waterfront Framework Plan

In 2017 the plan was revisited. The plan is in a good place to move forward. Armstrong was going to kickstart the agency with a \$40 million dollar investment. That did not happen. They closed their doors and left. It took a while for the agency to come back up after that. The plan was amended. The Urban Renewal Agency then went through a plan amendment process. Other properties were added.

The Riverwalk plan is leading the focus. Walsh said the city is working with a special Public Works Opportunity Fund to secure \$14 million of loan money. The agency is in a savings mode. All the funds coming in will be dedicated to debt services. The agency has gone from \$50,000 to \$400,000. As part of the amendment process, there has also been a financial analysis.

The Urban Renewal Agency Budget is changing to a bi-annual budget.

The agency has the authority to call a special meeting at any time, with a minimum one meeting per year.

Motion

A motion was made to approve expenditures for FY 2022-2023 Biennial Budget expenses of \$1,250,000 in 22/23 and \$2,114,000 in 23/24 and to establish the maximum expenditures as shown on the FY 2022/2023 Biennial Proposed Budget.

Motion made by Mayor Scholl, Seconded by Council Topaz.

Voting Yea: Mayor Scholl, Chair Morten, Council Birkle, Council Topaz, Vice Chair Chilton, Appointed Member Catt, Appointed Member Damis, Appointed Member Gundersen

Catt asked what the process for making expenditure decisions. Walsh said it's a simply budget it's all contingency. There are no projects funded at this time. Brown added if a change in appropriation is greater than 10% it requires a public hearing and a resolution. If the change is less than 10% is still requires a resolution but not a public hearing. The full budget amount is \$1.25 million.

Adjournment

The meeting was adjourned at 5:40 p.m.

From: [Jamie Ford](#)
To: [Kathy Payne](#); [Lisa Scholl](#); [John Walsh](#)
Cc: [Dawn Richardson](#)
Subject: Full Leak Adjustment Request
Date: Tuesday, May 21, 2024 1:21:03 PM
Attachments: [image001.png](#)
[CRFC.pdf](#)

Good Morning,

Columbia City Foursquare Church reached out regarding a Full Leak Adjustment. They found that they had a leak from an unusually high Billing Cycle. CCFC called Northwest Plumbing Services & The Leak Detectives. NWPS repaired a break in the 2-1/2" water main located in the concrete sidewalk in front of the building. Repairs were \$567.67. Repair receipt is attached in the packet above. The leak affected 2 billing cycles (04/15 & 05/15). They are seeking a full adjustment for the months affected by the leak. I informed them, per our policy, that any adjustment above \$1,000.00 would require Council Approval and he would need to request that adjustment in writing (attached in packet above).

Columbia City Foursquare Church's account began 03/21/2010 and his average monthly bill prior to the leak was \$570.51.

The months he is requesting an adjustment for, are as follows:

DATE	FULL ADJUSTMENT AMOUNT
04/15/2024	\$ 1,578.25
05/15/2024	\$ 1,101.90
TOTAL ADJUSTMENT OF:	\$ 2,680.15

Thank you,

..Jamie Ford..

Administrative Billing Specialist

City of St. Helens

503-397-6272

275 Strand Street, St. Helens, OR 97051

www.sthelensoregon.gov | jford@sthelensoregon.gov



LEAK ADJUSTMENT REQUEST - Residential

Item #19.

Prepared By: Jamie Ford
 Customer Name: Columbia River Foursquare Church
 Account #: 21-09686-000

Date Filled Out: 05/21/24
 Date of Bill: 05/15/24

Enter Billing Specifics: RESIDENTIAL	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>System Name</u></th> <th style="text-align: left;"><u>Detail</u></th> <th style="text-align: right;"><u>Amount</u></th> <th style="text-align: right;"><u>Volume</u></th> <th style="text-align: right;"><u>Rate</u></th> </tr> </thead> <tbody> <tr> <td>Water</td> <td>Consumption</td> <td style="text-align: right;">485.48</td> <td style="text-align: right;">10,270</td> <td style="text-align: right;">4.7272 Residential</td> </tr> <tr> <td>Water</td> <td>Fixed</td> <td style="text-align: right;">11.71</td> <td></td> <td></td> </tr> <tr> <td>Water</td> <td>Utility Assist</td> <td></td> <td></td> <td style="text-align: right;">No</td> </tr> <tr> <td>Sewer</td> <td>Consumption</td> <td style="text-align: right;">662.94</td> <td style="text-align: right;">10,270</td> <td style="text-align: right;">6.4551 Consumption</td> </tr> <tr> <td>Sewer</td> <td>Fixed</td> <td style="text-align: right;">18.73</td> <td></td> <td style="text-align: right;">Standard Fixed</td> </tr> <tr> <td>Public Safety</td> <td>Fixed</td> <td style="text-align: right;">10.00</td> <td></td> <td></td> </tr> <tr> <td>Storm</td> <td>Fixed</td> <td style="text-align: right;">483.55</td> <td style="text-align: center;">-</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: right;">Original Bill Amount =</td> <td style="text-align: right;">1,672.41</td> <td colspan="2"></td> </tr> </tbody> </table>	<u>System Name</u>	<u>Detail</u>	<u>Amount</u>	<u>Volume</u>	<u>Rate</u>	Water	Consumption	485.48	10,270	4.7272 Residential	Water	Fixed	11.71			Water	Utility Assist			No	Sewer	Consumption	662.94	10,270	6.4551 Consumption	Sewer	Fixed	18.73		Standard Fixed	Public Safety	Fixed	10.00			Storm	Fixed	483.55	-		Original Bill Amount =		1,672.41			
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LEAK ADJUSTMENT REQUEST - Residential

Item #19.

Prepared By: Jamie Ford
 Customer Name: Columbia River Foursquare Church
 Account #: 21-09686-000

Date Filled Out: 05/21/24
 Date of Bill: 04/15/24

Enter Billing Specifics:		<u>System Name</u>	<u>Detail</u>	<u>Amount</u>	<u>Volume</u>	<u>Rate</u>
RESIDENTIAL		Water	Consumption	686.86	14,530	4.7272 Residential
		Water	Fixed	11.71		
		Water	Utility Assist			No
		Sewer	Consumption	937.91	14,530	6.4550 Consumption
		Sewer	Fixed	18.73		Standard Fixed
		Public Safety	Fixed	10.00		
		Storm	Fixed	483.55	-	
Original Bill Amount =				2,148.76		

<u>Previous Years Average</u>	
<u>Month / Year</u>	<u>Consumption</u>
04/15/2023	790
04/15/2022	390
04/15/2021	330
Average =	503

<u>LEAK ADJUSTMENT (50% Leak Amount)</u>					
<u>System Name</u>	<u>Detail</u>	<u>Amount</u>	<u>Volume</u>	<u>Rate</u>	
Water	Consumption	331.53	7,013	4.7272	
Sewer	Consumption	905.42	14,027	6.4550	
			<u>1,236.96</u>		

Adjustment Dollars:	1,236.96
Adj Water Volume	7,013
Adj Sewer Volume	1,305
<u>Finance Director Authorization & Date Above</u>	
<u>Entered By & Date Above</u>	

Notes:
 Columbia City Foursquare Church reached out regarding a Full Leak Adjustment. They found that they had a leak from an unusually high Billing Cycle. CCFC called Northwest Plumbing Services. NWPS repaired a break in the 2-1/2" water main located in the concrete sidewalk in front of the building. Used the last 3 years to aquire consumption average.

Jamie Ford

From: Melissa <melissa@crfoursquare.com>
Sent: Tuesday, May 7, 2024 2:50 PM
To: Jamie Ford; Tim Rotter
Subject: Leak adjustment request
Attachments: Leak adjustment form and docs 2024.pdf

Hello Jamie,

I have completed the utilities adjustment form and am including supporting documents of leak location, and plumbers repair as well as the bill with the increased water usage. I would like to request a full refund of the excess water usage due to the water main leak on our account for Columbia City Foursquare Church.

A typical bill for this time of year is between \$400-\$600 in a month and this statement is for usage of \$2148.78, which is an increase of around \$1550. We would like to have the extra usage adjusted as we have already had the leak located and repaired as quickly as possible.

If you have any questions please let me know.

Thank you,

Melissa Schoen

melissa@crfoursquare.com
Administrative Assistant, Bookkeeper
Columbia River Foursquare Church
503-397-0069

CITY OF ST. HELENS UTILITIES



265 Strand Street

St. Helens, OR 97051

Phone: 503-397-6272

Email: jamiee@ci.st-helens.or.us or dawnr@ci.st-helens.or.us

REQUEST FOR BILLING LEAK ADJUSTMENT FORM

The City of St. Helens Utilities has a policy of issuing partial adjustments 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 will be credited to your account.

DESCRIBE THE REPAIRS OR SPECIFIC CIRCUMSTANCE OF YOUR REQUEST

Received phone call from city on 4/18/24 about high water usage.
Had leak detection completed on 4/22/24.
Had main water shut off when building not in active use.
Repairs completed 5/1/24 by NW Plumbing Services.
Return to normal water use.

Request full refund of obvious water use due to water main failure. Typical bill for this time of year is between \$400-\$600.00

Thank You, Mike Benji, Area

ACCOUNT # 21-09686-000

ACCOUNT NAME: Columbia City Foursquare Church

PHONE NUMBER 503-397-0069

SERVICE ADDRESS: 555 Commons Dr St. Helens OR 97051

MAILING ADDRESS: SAME

X _____
WATER CLERK Jamie Ford

INVOICE

The Leak Detectives LLC
 PO Box 1505
 Battle Ground, WA 98604

office@nwleakdetectives.com
 +1 (360) 798-5698
 http://nwleakdetectives.com



Columbia River Foursquare Church

Bill to

Columbia River Foursquare Church
 555 Commons Dr
 St Helens
 OR
 97051

Ship to

Columbia River Foursquare Church
 555 Commons Dr
 St Helens
 OR
 97051

Invoice details

Invoice no.: 3970
 Terms: Net 30
 Invoice date: 04/22/2024
 Due date: 05/22/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Call Out Fee - Commercial		1	\$50.00	\$50.00
2.		Labor - Commercial		2	\$200.00	\$400.00

Total \$450.00

Ways to pay



Payment -\$450.00

Balance due \$0.00

Note to customer

Located leak on waterline servicing building near bike rack. Marked location with blue paint. If the leak is not within 2 feet of the marked spot, I will refund \$350 or return at no additional cost.

Paid in Full



Northwest Plumbing Services
 PO Box 492
 St. Helens, Oregon 97051
 503-366-1323

BILL TO
 Columbia River Foursquare
 555 Commons Drive
 St. Helens, OR 97051 USA

INVOICE 27103561	INVOICE DATE May 01, 2024
----------------------------	-------------------------------------

JOB ADDRESS
 Columbia River Foursquare
 555 Commons Drive
 St. Helens, OR 97051 USA

Completed Date: 5/1/2024
Payment Term: Due Upon Receipt
Due Date: 5/1/2024

DESCRIPTION OF WORK

Northwest Plumbing Services (NWPS) repaired a break in the 2-1/2" PVC water main, located in the concrete sidewalk in front of the building.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
1HOURLABOR	First Hour of Labor - Minimum Service Charge	1.00	\$200.00	\$200.00
LABOR JP	Labor - Plumbing	1.50	\$175.00	\$262.50

Materials

MATERIAL	DESCRIPTION	QUANTITY	YOUR PRICE	YOUR TOTAL
Misc Mat	2-1/2" PVC S80 90	4.00	\$18.20	\$72.80
Misc Mat	2-1/2" PVC S80 MIP	1.00	\$24.31	\$24.31
Misc Mat	2-1/2" PVC S80 Pipe	2.00	\$4.03	\$8.06

SUB-TOTAL	\$567.67
TOTAL DUE	\$567.67
BALANCE DUE	\$567.67



CITY OF ST. HELENS
 PO Box 35147 #2748
 SEATTLE, WA 98124-5147
 (503) 397-6272

Item #19.

Account Number	21-09686-000
AMOUNT DUE	Previous Balance Owed
\$2,137.66	\$11.12-
Due Date	Previous Balance Due Date
5/10/2024	4/30/2024
Amount Enclosed	
PAID BY AUTO PAY	

4094
089867

Columbia City Foursquare Church
 555 Commons Dr
 Saint Helens, OR 97051-3739



*request to reduce bill
 lease adjustment form → email
 w/copy of receipts -*

CITY OF ST. HELENS
 P.O. BOX 35147 #2748
 SEATTLE, WA 98124-5147

There will be a charge on all returned checks.
 Please return this portion with your payment.
 When paying in person, please bring both portions of this bill.

21096860000000002137660000002162661

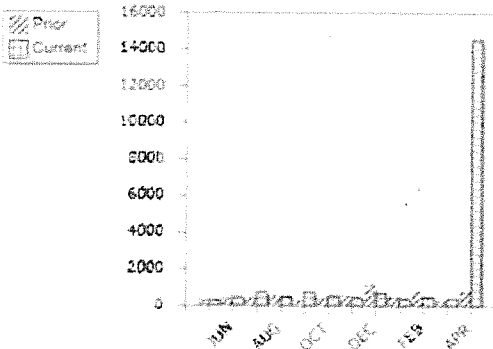
CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name		Service Address			Account Number	
Columbia City Foursquare Church		555 Commons Dr			21-09686-000	
Status	Service Dates			Bill Date	Due Date	Penalty Date
	From	To	# Days			
Active	3/15/2024	4/15/2024	31	4/23/2024	5/10/2024	5/21/2024

PREVIOUS BALANCE	(\$11.12)
PAYMENTS	\$0.00
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
CREDIT BALANCE	(\$11.12)

METER #	CURRENT READING	PREVIOUS READING	USAGE		
10511615	68,230	53,700	14,530	Water-Comm-Fixed	11.71
				Water-Com-Usage	686.86
				Sewer-Com-L-Fixed	18.73
			14,530	Sewer-Com-L-Usage	937.93
				Storm Fixed	483.55
				Public Safety	10.00
				CURRENT BILL	\$2,148.78
				AMOUNT DUE	\$2,137.66

PAID BY AUTO PAY



ONLINE PAYMENTS MAY BE DONE AT: <https://www.sthelensoregon.gov/>. OR PLEASE CALL 1-833-259-4016 TO PAY BY PHONE

City of St. Helens
Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 5th day of June, 2024 are the following Council minutes:

2024

- Special Session and Executive Session Minutes dated April 10, 2024
- Work Session and Regular Session Minutes dated April 17, 2024
- Special Session and Executive Session Minutes dated May 9, 2024
- Special Session and Executive Session Minutes dated May 14, 2024

After Approval of Council Minutes:

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



COUNCIL SPECIAL SESSION

Wednesday, April 10, 2024

DRAFT MINUTES

MEMBERS PRESENT

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

MEMBERS ABSENT

Mayor Rick Scholl

STAFF

John Walsh, City Administrator
Kathy Payne, City Recorder

OTHERS

Craig Allen
Eric Ovanessian
Mike Ovanessian
Ray Ovanessian

CALL SPECIAL SESSION TO ORDER – 4:05 p.m.

RECESS SPECIAL SESSION – 4:05 p.m.

EXECUTIVE SESSION – 4:06 p.m.

- Real Property Transactions, under ORS 192.660(2)(e)

RESUME SPECIAL SESSION – 5:51 p.m.

NEGOTIATE LETTER OF INTENT FOR ACQUISITION OF PORTION OF ST. HELENS INDUSTRIAL BUSINESS PARK

Nothing was discussed under this agenda item.

ADJOURN – 5:52 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Jessica Chilton, Council President

City of St. Helens CITY COUNCIL

Executive Session Summary

April 10, 2024

Members Present:

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

Members Absent:

Rick Scholl, Mayor

Staff Present:

John Walsh, City Administrator
Kathy Payne, City Recorder

Others:

Craig Allen
Eric Ovanessian
Mike Ovanessian
Ray Ovanessian



At 4:06 p.m., Council President Chilton opened the Executive Session pursuant to the ORS numbers listed below and then gave 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)**
 - Potential sale of a portion of St. Helens Industrial Business Park.

The Executive Session was adjourned at 5:51 p.m.



ATTEST:

Kathy Payne, City Recorder

Jessica Chilton, Council President

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



COUNCIL WORK SESSION

Wednesday, April 17, 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	Suzanne Bishop, Library Director
Kathy Payne, City Recorder	Crystal King, Communications Officer
Lisa Scholl, Deputy City Recorder	Darin Cox, IT Specialist II
Jacob Graichen, City Planner	Bill Monahan, Contracted City Attorney
Jenny Dimsho, Associate Planner	Matthew Kahl, Contracted City Attorney

OTHERS

Steve Topaz	Jane Garcia	Ron Trommlitz
Brady Preheim	Willow Bill	Howard Blumenthal
Marci Sanders	Lynne Pettit	Jenn
Mitz	Steve Toschi	Jill

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

DUE TO TIME CONSTRAINTS, THE COUNCIL WILL NOT BE TAKING VISITOR COMMENTS AT THIS MEETING

DISCUSSION TOPICS

1. Employee Length of Service Recognition - Darin Cox - 5 Years

Mayor Scholl presented IT Specialist Darin Cox with a certificate and thanked him for his service.

2. Planning Division Semi-Annual Report - City Planner Jacob Graichen

City Planner Jacob Graichen and Associate Planner Jenny Dimsho reviewed their report.

Dimsho gave updates for the Riverwalk Project, St. Helens Scappoose Trail Plan, grants, Veterans Memorial, Economic Opportunities Analysis, various project management support, and Urban Renewal Agency (URA) support.

A few highlights from Graichen were filling two vacant Planning Commission positions, working with the County Assessor's office to update mapping data, RARE employee to help with the Engineering TMDL project and some Planning assistance, population forecasts, Development Code amendments, PGE parcel, current planning projects, food trucks, Broadleaf Arbor is complete, subdivision time extensions, Police Station update, annexations, project updates, and future projects.

3. Review Request for Proposals (RFP) Document for Special Event Coordination and Management Services including Independent Contractor Agreement - City Administrator John Walsh

Contracted City Attorney Matthew Kahl reviewed the draft RFP, including the deadlines, process, and scope of work. Selection is based on qualifications and not necessarily the lowest bid.

Discussion of rating system and solicitation period.

Contracted City Attorney Bill Monahan pointed out the transition as the current contractor is working on events scheduled past the activation date of this RFP. They will need to clarify that when a decision is made.

Monahan and Kahl spoke about the delays in the RFP development.

4. Discussion regarding Fourth of July

Mayor Scholl does not see how it will work to have 4th of July events here during construction. The deposit for fireworks can be rolled into next year's event. He proposes to cancel this year's event and make it better next year.

Discussion of other 4th of July activities coordinated by Judy Thompson. She is still interested in organizing it this year. Council President Chilton suggested moving it to McCormick Park.

This will be discussed further at tonight's meeting.

ADJOURNING EARLY TO ALLOW COUNCIL TO ATTEND THE JOHN GUMM MEDIA EVENT

ADJOURN – 2:48 p.m.

EXECUTIVE SESSION - None

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL REGULAR SESSION

Wednesday, April 17, 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
Suzanne Bishop, Library Director

OTHERS

Adam St. Pierre	Jenn Massey	Mercedes Massey
Brianna Gaston	Ron Trommlitz	Steve Topaz
Brady Preheim	Erin Salisbury	Lynne Pettit
Steve LeSollen	Willow Bill	Jane Garcia
Judy Thompson	M. Ponce	Jim Coleman
Eric Ovanessian	Steve Toschi	Howard Blumenthal
Nick Hellmich	Jill Adams	TC
Khalid Murphy	Joe Lewis	Braden Ellis
Hannah Woods	Teresa Fox	

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

PLEDGE OF ALLEGIANCE

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

- ◆ Steve Topaz. He talked about the tank farms in the Linton area and how the area will be affected by an earthquake. The City should be monitoring it closely for the effects it will have on the river. Whoever oversees the lagoon project should be investigating a boom from the end of the Waterfront to not burn the docks. They also need to schedule a public meeting about it. If they follow what Maul Foster said, it will be a 20-year wait after it's built.
- ◆ Ron Trommlitz. He talked about the City's lawsuit against Western Partitions and the report done by Walker Consultants. He has spent months trying to obtain a copy of the report but has been denied based on attorney client privilege. The City's participation is contributing to the reservoir failure. The City still has the option of releasing the full document or a condensed version.
- ◆ Jen Massey. She shared about a recent ride-along with Sergeant Jon Eggers. It was an eventful night and led to Sgt. Eggers being assaulted. Officer Jamin Coy showed up quickly to assist. In

response to a comment about community policing, Sgt. Eggers and Officer Coy went over to make sure neighbor kids who had witnessed the incident were okay before leaving. They transported the individual to the jail and she was able to see the redundancy of report writing. She also did a tour of the police station. It is not a safe and healthy work environment and recommends someone go look at it.

- ◆ Teresa Fox. Even though they have dates on the contracts, she thinks they should keep the contractor through the end of Halloween. There is so much already lined up. Spirit of Halloweentown is huge and needs to be worked on now.
- ◆ Joe Lewis, Kiwanis Club. He has been learning about the Flying Eagle Canoe and its educational impact. He agrees with donating it to Main Street to give it to Willow Bill for educational purposes in Columbia County.
- ◆ Erin Salisbury, Main Street Alliance President. Board members are in favor of accepting the Flying Eagle and selling it to Willow Bill for \$1. She explained what makes him the right person to care for it and share it.
- ◆ Willow Bill. He agreed with Erin. He wants to continue to share the Flying the Eagle and honor the kids who carved it in 2006.
- ◆ Adam St. Pierre. FFODDS also submitted interest in the canoe to make sure it stays in the community. They agree with donating it to Main Street. He talked about the work done for Public Records Requests. He does not agree that it takes that much time for attorneys to review it but does agree that it's time conducive for employees. At a recent radio show, the mayor talked about the cost involved in building a new stage. St. Pierre was concerned about a suggestion to avoid prevailing wage by having a subcontractor do it. There are government contracting rules to protect that.

Mayor Scholl encouraged people to listen to the show. His words were taken out of context. The Tourism contractor could hire someone to build the stage as they were the one to acquire the donation and name it the Wauna Credit Union stage. Adam argued that it's on City property and a government project. Mayor Scholl continued to explain that the cost of the stage was not feasible. They are continuing construction of the riverwalk without the stage.

- ◆ Brady Preheim. He agreed that Mayor Scholl did not say that on the radio show. The organization makes up what they don't know, which other cities have called them out. Addressing the Tourism RFP start date, it needs to begin January 1, 2025. They can't switch contractors in the middle of 13 Nights on the River. They also need to decide now if they plan to cancel Spirit of Halloweentown this year due to construction. It's much bigger than 13 Nights on the River and 4th of July. Addressing the canoe, he wants to see it being used. However, it should not be given to Main Street to give to Willow Bill. There needs to be an organization that is willing to take care of it. They need to take the time to make a rational decision.
- ◆ Howard Blumenthal. He talked about the history of the Flying Eagle. Willow Bill will take care of it and share its story.
- ◆ Nick Hellmich. Emphasized the need for Citizens Day in the Park volunteers. Everyone is invited to his second annual S. 4th Street barbecue on July 13, 2024. Looking forward to being appointed to the Parks & Trails Commission.

- ◆ Steve Toschi. The City wanted tourism to be a main point of economic development. Tina created something unique and amazing that's important to businesses and nonprofits. More time should be taken on the RFP to get qualified people. The contract with the RFP needs to be removed. The Council doesn't understand what the contractor is doing and he suggests the contractor provide their own proposal. It would be a big problem to lose the current contractor.

4th of July

Council discussed cancelling 4th of July fireworks this year due to downtown construction. Mayor Scholl suggested the ceremonial pieces and car show move to McCormick Park. Judy Thompson agreed to having it at McCormick Park. She doesn't have the insurance so would need it sponsored by the City. Their theme this year is "Tour of Duty." She talked about the activities that would take place. Discussion ensued. City Administrator Walsh believes the fireworks contract can be rolled over to next year.

Spirit of Halloweentown

Construction will likely continue through the end of the year. Mayor Scholl would like to discuss this at the next Work Session.

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

1. Third Amendment to Agreement with Mackenzie for the Public Safety Facility Project
2. [RATIFY] Agreement with Lower Columbia Engineering, LLC for General Engineering Services
3. Amendment No. 1 to Grant Contract with Oregon Business Development Department for Sewer Capacity Improvement Project
4. Contract with Advanced Excavating Specialists, LLC for Riverwalk Project
5. First Amendment to Contract with Moore Excavation, Inc. for S 1st & St. Helens Intersection Improvements Project

Motion: Motion made by Council President Chilton and seconded by Councilor Gundersen to approve '1' through '5' above.

Discussion.

Item '1' is a time extension. There is no financial impact.

Councilor Hubbard pointed out a drawing for item '4' that showed a sidewalk built in the location of the future stage. He's concerned about the cost to tear it out later. Mayor Scholl said it appears to be existing concrete. Councilor Hubbard wants to make sure they're not wasting money.

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

APPOINTMENTS TO CITY BOARDS AND COMMISSIONS

6. Appoint Colleen Ohler to Library Board

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

7. Appoint Reid Herman and Nick Hellmich to Parks & Trails Commission

Motion: Motion made by Councilor Sundeen and seconded by Councilor Gundersen to appoint Reid Herman and Nick Hellmich to the Parks & Trails Commission. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

CONSENT AGENDA FOR ACCEPTANCE

8. Library Board Minutes dated February 12, 2024

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

CONSENT AGENDA FOR APPROVAL

9. Council Minutes dated January 29, 2024
10. Declare Surplus Property - Flying Eagle Canoe
11. Request for Proposals (RFP) for Special Event Coordination and Management Services including Independent Contractor Agreement
12. Accounts Payable Bill Lists

Motion: Motion made by Council President Chilton and seconded by Councilor Gundersen to approve '9' through '12' above.

Discussion.

Mayor Scholl and Council President Chilton talked about Willow Bill's connection and love for the canoe.

Mayor Scholl thanked Councilor Hubbard and Councilor Sundeen for working on the RFP.

Vote: Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen; Councilor Hubbard recused himself from voting for '10'

WORK SESSION ACTION ITEMS

None

REPORT FROM CITY ADMINISTRATOR JOHN WALSH

- The City holds several DSL Waterway 15-year leases. As the upland owner, the City owns the first right and subleases it to the marinas. DSL said the City doesn't have to be involved. He reviewed maps of the different areas. City Recorder Payne talked about the City releasing the lease and then DSL leasing it to St. Helens Marina and Dillard's Moorage. It's less than \$1,000 for a 15-year lease. There was no objection from Council.
- Staff have been working on repairs at the police station. There is a need for a new roof. There isn't money in this year's budget but they can put it in next year's. There was no objection from Council.
- The high school turf field project has a lot of excess dirt. They have offered it to the City for free. It can be put on the mill site, away from wetlands. There was no objection from Council as long as they obtain the necessary permits.
- Last Tuesday was Library Workers Appreciation Day. He visited the site and saw where they will install the solar panels.
- Attended the Port of Columbia County Board meeting last week. They talked about trails along Milton Creek.
- He will be attending a Marine Board meeting on April 24 in Astoria. The Marine Board is recommending a \$200,000 grant for upgrades to the Courthouse docks.
- Attended the Columbia River PUD meeting last night. The City received a grant of \$7,000 to upgrade power at McCormick Park. CRPUD will do some of the work, City staff will do some, and a contractor will do the rest. The total cost is about \$13,000. It will be done prior to 13 Nights on the River.
- Next week is Volunteer Appreciation Week. There is a Boards and Commission Reception on April 23 at the Community Center.
- The police station is on hold while they determine a site.

- Information sheets are available at City Hall and on the website for the police levy, which is on the May 21 ballot.
- The budget is available for review on the website and the front counter.
- With the departure of Government Affairs Manager Racheal Barry, grant management has landed on him. She will be missed.

COUNCIL MEMBER REPORTS

Council President Chilton reported...

- The hospital property has been listed for sale. Considering questions coming up, she researched how the City obtained the property.
 - Millard Road property was acquired by the Hospital District, which was a taxing district at that time.
 - Funds were generated for the purpose of building a hospital.
 - The State denied them the ability to build the hospital.
 - The District and assets dissolved.
 - The property was transferred legally to the underlining jurisdiction, which is the City of St. Helens.

Councilor Sundeen reported...

- Welcomed new Board and Commission members.
- Parks & Trails Commission met last week.
 - Working to create a joint trail with the Port of Columbia County.
 - Thanked everyone who helped with the Nob Hill work party.
 - Japanese Garden work party at McCormick Park on Saturday.
- Met with Facilities Maintenance Supervisor Buck Tupper a couple times recently about parks needs. He appreciates his responsiveness.
- Did a ride-along with Sergeant Doug Treat on a graveyard shift. It was a quiet night and they were able to visit Columbia 911. Speaking to community policing, even before they left the station, the officers at the station were talking about community members and the needs of people on the street late at night.
- He met with Parks & Recreation Manager Shanna Duggan and visited two after-school programs. It's great to see the kids engaged and having fun.
- Did a ride-along with Code Enforcement Officer Everardo Medina. It was a good opportunity to see what he does.
- They have challenges but there are also good things in store.
- He visited the library last week for National Library Week. He appreciates all they do.
- Congratulations to the Finance Division on their award.

Councilor Gundersen reported...

- Asked if the Council members are interested in purchasing radio spots for the levy. It's \$300 and no City funds can be used.

Councilor Hubbard reported...

- The partnership with Main Street and Willow Bill is ideal.
- Good to see new members on the Library Board.
- Solar panels at the library will be a great benefit to the community.
- Glad to part of CRPUD and see the power at McCormick Park upgraded.

MAYOR SCHOLL REPORTS

- Attended the Merkley Town Hall. They talked about the power needs. It's difficult that they don't have big industry that can provide the needed funds and then wait years to build.
- Council meetings are typically cancelled the week of 4th of July.

Motion: Motion made by Councilor Sundeen and seconded by Councilor Gundersen to cancel the July 3, 2024, City Council meetings. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

- Thanked everyone for their work on the tourism RFP. They will need to figure out what to do with the contract ending in the middle of 13 Nights on the River.
- Lots of construction projects. Public Works Director Mouhamad Zaher is working hard on all the different things that pop up and keeping the budget on task.
- Thanked the Council for working diligently.
- He serves all citizens and does what's best for all, not just the few who show up.
- Thanked Finance Director Gloria Butsch and her team for their work on the budget. The next meeting is April 25.

OTHER BUSINESS

ADJOURN – 8:27 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL SPECIAL SESSION

Thursday, May 09, 2024

DRAFT MINUTES

MEMBERS PRESENT

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

MEMBERS ABSENT

Mayor Rick Scholl

STAFF

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Jacob Graichen, City Planner

OTHERS

Joseph Schaefer, City Attorney with Jordan Ramis PC
 Jamie Howsley, City Attorney with Jordan Ramis PC

CALL SPECIAL SESSION TO ORDER VIA ZOOM ONLY – 4:09 p.m.

RECESS SPECIAL SESSION – 4:09 p.m.

EXECUTIVE SESSION – 4:10 p.m.

- ORS 192.660(2)(h) Consult with Counsel/Litigation

ADJOURN EXECUTIVE SESSION – 4:55 p.m.

RESUME SPECIAL SESSION – 4:56 p.m.

AUTHORIZE NEXT STEPS

1. Action on Next Steps in the Toschi et al v. City of St. Helens matter, LUBA No. 2023-085

Motion: Motion made by Councilor Sundeen and seconded by Councilor Gundersen to reconsider the decision to deny the proposal based on the shortcomings of this specific application meeting the necessary approval standards and authorize Council President Chilton to sign the decision.

Discussion.

Councilor Gundersen stated that he does not think there is anything wrong with the site and it was well mitigated. However, he does not want to spend more money to make everyone happy. It just needs to be built.

Council President Chilton agreed. She believes that site was mitigated property but is not willing to waste taxpayer dollars to prove that. The City is being held hostage by a political agenda.

Councilor Sundeen agreed that this is the best path moving forward. He wants to move forward to build the police station rather than waste money fighting.

Councilor Hubbard stated that it was a critical facility put in a floodplain. That site was not suitable and they need to move forward.

Vote: Yea: Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

APPROVE AND AUTHORIZE FOR SIGNATURE

2. Amendment No. 1 to Agreement with Columbia County for Police Records Management System

Motion: Motion made by Councilor Gundersen and seconded by Council President Chilton to approve '2' above. **Vote:** Yea: Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

OTHER BUSINESS

ADJOURN - 5:05PM

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Jessica Chilton, Council President

City of St. Helens

CITY COUNCIL

Executive Session Summary

May 9, 2024

This meeting was held via Zoom only.

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

Members Absent: Rick Scholl, Mayor

Staff Present: John Walsh, City Administrator
Kathy Payne, City Recorder
Jacob Graichen, City Planner

Others: Jamie Howsley, City Attorney with Jordan Ramis PC
Joseph Schaefer, City Attorney with Jordan Ramis PC



At 4:10 p.m., Council President Chilton opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Other than Labor Negotiator Consultations, representatives of the news media, designated staff, and other persons as approved shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the Council Chambers. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- **Consult with Legal Counsel/Litigation, under ORS 192.660(2)(h)**
 - Discussion regarding the City Council's options in the Toschi et al v. City of St. Helens matter, LUBA No. 2023-085, to either withdraw the challenged decision, reconsider the matter, or take other action.

The Executive Session was adjourned at 4:55 p.m.



ATTEST:

Kathy Payne, City Recorder

Jessica Chilton, Council President

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



COUNCIL SPECIAL SESSION

Tuesday, May 14, 2024

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Councilor Mark Gundersen
 Councilor Russell Hubbard
 Councilor Brandon Sundeen

MEMBERS ABSENT

Council President Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder

OTHERS

Jeff Kapp, City Attorney with Jordan Ramis PC
 Eric Ovanessian, Project Arcadia
 Mike Ovanessian, Project Arcadia
 Ray Ovanessian, Project Arcadia
 John Pierce, Attorney for Project Arcadia (via Zoom)
 Paul Vogel, Columbia Economic Team Executive Director

CALL SPECIAL SESSION TO ORDER – 3:05 p.m.

RECESS SPECIAL SESSION – 3:06 p.m.

EXECUTIVE SESSION – 3:06 p.m.

- ORS 192.660(2)(E) Real Property Transactions

RESUME SPECIAL SESSION – 4:42 p.m.

AUTHORIZE NEXT STEPS

1. Action on Next Steps in the Potential Sale of the Former Paper Mill Site to Project Arcadia

Motion: Motion made by Councilor Gundersen and seconded by Councilor Hubbard to approve the LOI and authorize Mayor Scholl to sign it. **Vote:** Yea: Mayor Scholl, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

OTHER BUSINESS

ADJOURN – 4:44 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens CITY COUNCIL

Executive Session Summary

May 14, 2024

Members Present: Rick Scholl, Mayor
Mark Gundersen, Councilor
Brandon Sundeen, Councilor
Russell Hubbard, Councilor

Members Absent: Jessica Chilton, Council President

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

Others: Jeff Kapp, City Attorney with Jordan Ramis PC
Eric Ovanessian, Project Arcadia
Mike Ovanessian, Project Arcadia
Ray Ovanessian, Project Arcadia
John Pierce, Attorney for Project Arcadia (via Zoom)
Paul Vogel, Columbia Economic Team Executive Director



At 3:06 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)**
 - Discussion regarding the potential sale of the former paper mill site to Project Arcadia

The Executive Session was adjourned at 4:42 p.m.



ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

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

City of St. Helens
Consent Agenda for Approval

ANIMAL FACILITIES

The following facilities have been inspected by City of St. Helens Police Department and are recommended for approval of an Animal Facility License:

<u>Owner Name</u>	<u>Location</u>	<u>Purpose</u>
Kristen Thurman-Hanson	164 S. 3 rd Street	Multiple Ducks



ST. HELENS POLICE DEPARTMENT

150 S. 13th Street, St. Helens Oregon 97051
Office (503)397-3333 FAX (503)397-0619

Brian Greenway
Chief of Police

On Wednesday May 8th at approximately 12:35 hours, I met with Ken Thurman at his residence 164 S 3rd St , St Helens OR 97051 to conduct a prescheduled Animal Facility License inspection. This inspection is to ensure the premise is in compliance with Ordinance 6.04.080, OAR 609.415, OAR 609.420, OAR 603-015-0025 through 603-015-0065. Included with the application was her liability insurance information from State Farm Fire and Casualty Company and Rabies certificate for all animals listed on application.

I noticed that Ken and Kristens' home is a single-family home in a residential neighborhood. Ken explained to me that the facility license is to allow him and Kristen to have a larger number of animals at their residence, not to run a shelter or boarding service. Ken has a total of 1 dog, one cat, two ducks and two more ducks that they will be adding to their coop.

I saw the residence had a very spacious backyard. Ken showed me the Duck coop that they have. The coop is large enough for many ducks to roam about freely and are covered by a tree that provides shade from the sun. They also built a small little house for the ducks to go in if the weather becomes rainy.

Ken explained to me that the ducks are fed anytime the food bowls become empty. They have clean potable water that is changed twice a week. Ken also explained that they clean the coop weekly to avoid rat/vermin infestation and prevent hazardous odor.

I am not aware of any recent complaints received by SHPD regarding noise, odors, stray animals, or other Ordinance Violations regarding the Thurman residence. In my opinion, I think Ken and Kristen Thurman should be granted her Animal Facility License.

Code Enforcement Officer

A handwritten signature in black ink, appearing to read "Everardo Medina", written over a horizontal line.

Everardo Medina

City of St. Helens

265 Strand Street • St. Helens, OR 97051 • 503-397-6272

Application Fee:	Item #21.
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Animal Facility License Application

St. Helens Municipal Code Chapter 6.04

If you own any of the following inside the city limits, you must have an Animal Facility License:

- More than 3 adult dogs; or
- More than 3 adult dogs and one litter of puppies; or
- More than 3 adult hens and/or ducks and 6 chicks or ducklings under 9 weeks; or
- More than 3 adult rabbits and/or 1 litter of bunnies under 9 weeks; or
- An exotic animal

Complete the application and return to the above address with the fee, copies of your dogs' licenses and a copy of your homeowners insurance. You must list each animal separately in the space provided below that you intend to keep at your facility. Your facility, including perimeter fence if required, must be inspected before your application will be forwarded to the City Council for action. The Police Department will contact you within 10 days of application to schedule an inspection. The application fee is \$40 for a two year license and must be renewed prior to expiration.

If your application is denied, you have two options to obtain compliance: 1) You meet the requirements for an animal facility license; or 2) you have only allowed animals on your property. Once you can prove that you are in compliance for a license, we can seek approval by the City Council. If you have eliminated the need for an animal facility license, you may request a refund of the application fee.

Address at which animal(s) will be kept:					
Applicant Information			Alternate Contact/In Case of Emergency		
Name: <i>Kristen Thurman-Hanson, Dog</i>			Name: <i>Ken Thurman-Hanson</i>		
Mailing address: <i>164 S 3rd</i>			Mailing address: <i>Same</i>		
City/State/Zip: <i>St. Helens, OR 97051</i>			City/State/Zip: <i>Same</i>		
Cell phc _____			Cell phone: _____		
Home p _____			Home phone _____		
Email: _____			Day/time of week that works best _____		
List each animal to be kept at the above address (attach additional paper if more than 6 animals)					
Species/Breed	Name	Sex	Age	County Dog License Expiration Date	
1. <i>Welsh Pembroke Corgi</i>	<i>Gertie Dog</i>	<i>F</i>	<i>5</i>	<i>Columbia 11/03/2026</i>	
2. <i>Domestic LH Cat</i>	<i>Special Cat</i>	<i>F</i>	<i>11</i>	<i>NA</i>	
3. <i>Welsh Harlequin Duck</i>	<i>Reba</i>	<i>F</i>	<i>2</i>	<i>NA</i>	
4. <i>"</i>	<i>Winnie</i>	<i>F</i>	<i>2</i>	<i>NA</i>	
5. <i>Buff Orpington Duck</i>	<i>TBD</i>	<i>F</i>	<i>TBD</i>	<i>NA</i>	
6. <i>"</i>	<i>TBD</i>	<i>F</i>	<i>TBD</i>	<i>NA</i>	
<i>Ducks</i>					
Veterinarian Information					
Name: <i>Robin Reiger (dog & cat)</i>			Phone: <i>503-397-1928</i>		
Address: <i>158 N 15th St</i>			City/State/Zip: <i>St. Helens, OR 97051</i>		
Liability Insurance Information					
Agent's Name: <i>Kameron Whitley</i>			Phone: <i>503-397-0850</i>		
Insurance Company: <i>State Farm</i>			Policy No.: _____		
Attach a copy of the policy indicating applicant is covered while maintaining the described animal(s).					

AUTHORIZATION

I, *Kristen Thurman-Hanson*, understand that I am applying for an animal facility license to keep the above listed animal(s) at *164 S 3rd St.*, St. Helens, Oregon. I have read Municipal Code Chapter 6.04 Animal Control Code, and fully understand my obligation as an animal owner and facility operator and agree to comply with the Code and applicable county, state and federal laws. I further understand that this license, if approved, is valid for a period of two years and must be renewed prior to expiration.

Kristen Thurman-Hanson
Applicant Signature

04/16/2024
Date Signed

FOR OFFICE USE ONLY

Date received: <i>4/19/24</i>	Officer assigned: <i>COE Everard Medina</i>	Date forwarded to City Recorder: <i>5/16/24</i>
Received by: <i>Lisa</i>	Date/Time of inspection: <i>5/8/24</i>	Council meeting date: <i>6/5/24</i>
Receipt No.: <i>R00253058</i>	Officer recommendation: <i>12:35pm</i>	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Dated forwarded to PD: <i>4/22/24</i>	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Deny	If approved, date license issued: _____
Forwarded by: <i>Lisa</i>		Expiration date: _____

Additional Veterinary Information:

Valley Veterinary Clinic

26072 U.S. 30

Rainier, OR 97048

503-556-3084

Expense Approval Register

Packet: APPKT00975 - AP 5.10.24



St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
CENTURY LINK	04.25.24 966B	05/06/2024	966B	100-712-52010	338.14
ACE HARDWARE - ST. HELENS	04.30.24 60174	05/06/2024	ACE MATERIALS ACCT 60174	100-705-52023	1.50
ACE HARDWARE - ST. HELENS	04.30.24 60174	05/06/2024	ACE MATERIALS ACCT 60174	100-715-52023	42.56
ACE HARDWARE - ST. HELENS	04.30.24 60174	05/06/2024	ACE MATERIALS ACCT 60174	100-715-52023	-7.61
ACE HARDWARE - ST. HELENS	04.30.24 60176	05/06/2024	MATERIALS ACE ACCT 60176 ...	100-708-52001	98.80
ACE HARDWARE - ST. HELENS	04.30.24 60177	05/06/2024	ACE ACCT 60177 MATERIALS	100-705-52023	20.75
ACE HARDWARE - ST. HELENS	04.30.24 60180	05/06/2024	MATERIALS ACE ACCT 60180	100-705-52023	42.97
SUNSET AUTO PARTS INC - N...	04.30.24	05/06/2024	AUTO PARTS ACCT 6355	100-708-52001	40.52
HUDSON GARBAGE SERVICE	05.01.24	05/06/2024	2046-1287547 INV #140875...	100-705-52023	213.88
HUDSON GARBAGE SERVICE	05.01.24	05/06/2024	2046-1001554 INV #140873...	100-706-52003	93.52
HUDSON GARBAGE SERVICE	05.01.24	05/06/2024	2046-1287636 INV #140875...	100-708-52023	214.34
HUDSON GARBAGE SERVICE	05.01.24	05/06/2024	2046-1287598 INV #140875...	100-708-52023	611.80
HUDSON GARBAGE SERVICE	05.01.24	05/06/2024	2046-71910892 INV #14088...	100-709-52023	58.00
HUDSON GARBAGE SERVICE	05.01.24	05/06/2024	2046-71905273 INV #14088...	100-709-52023	81.52
HUDSON GARBAGE SERVICE	05.01.24	05/06/2024	2046-1287539 INV #140875...	100-715-52023	241.60
HUDSON GARBAGE SERVICE	05.01.24	05/06/2024	2046-1287601 INV #140875...	100-715-52023	132.48
THE CHRONICLE	05.03.24	05/06/2024	SUBSCRIPTION RENEWAL 1 Y...	100-715-52001	70.00
LUCY HEIL ATTORNEY AT LAW	05.06.24	05/06/2024	LEGAL SERVICES	100-704-52019	2,500.00
CULLIGAN	0801699	05/06/2024	BOTTLED WATER POLICE	100-705-52019	148.40
WILCOX	0866598-IN	05/06/2024	FUEL PARKS DEPT	100-708-52022	553.01
DEPARTMENT OF TRANSPOR...	210035829	05/06/2024	DMV SERVICES ACCT 61018	100-702-52019	4.75
CHAVES CONSULTING INC	213697	05/06/2024	MONTHLY USER FEE PER USE...	100-702-52019	185.10
METRO PLANNING INC	6219	05/06/2024	WEB GIS	100-710-52001	62.50
SWANSON BARK & WOOD P...	INV758948	05/06/2024	PLAYGROUND MULCH	100-708-52001	300.00
SWANSON BARK & WOOD P...	INV764455	05/06/2024	PLAYGROUND MULCH	100-708-52001	324.60
SWANSON BARK & WOOD P...	INV764558	05/06/2024	PLAYGROUND MULCH	100-708-52001	324.60
CARDINAL SERVICES INC	006216	05/08/2024	TEMPORARY EMPLOYMENT-...	100-706-52023	1,035.74
CARDINAL SERVICES INC	006216	05/08/2024	TEMPORARY EMPLOYMENT-...	100-708-52023	46.55
CARDINAL SERVICES INC	006216	05/08/2024	TEMPORARY EMPLOYMENT-...	100-709-52023	151.29
ORKIN	260592450	05/08/2024	375 S 18TH ST LIBRARY	100-706-52023	100.00
AT&T MOBILITY	287302289330X04232024	05/08/2024	287302289330 POLICE PHON...	100-705-52010	1,947.15
SOLUTIONS YES	INV403690	05/08/2024	SERVICE TO COPIER/SCANNE...	100-715-52019	936.72
JOHNSTUN INJURY LAW	04.29.24	05/09/2024	REFUND PUBLIC RECORDS R...	100-000-36002	20.00
GLOBAL PAYMENTS	04.30.24	05/09/2024	BANK FEE FOR CARD TRANS...	100-707-52020	25,295.92
OREGON PATROL SERVICE	10051	05/09/2024	COURT SERVICES	100-704-52019	1,394.00
BIO-MED TESTING SERVICES ...	10789	05/09/2024	PRE EMPLOYMENT TEST	100-702-52019	55.00
RICOH USA INC	108206835	05/09/2024	POLICE EQUIPMENT LEASE 1...	100-705-52019	597.15
BEMIS	10884	05/09/2024	#10 REG ENVELOPES	100-715-52001	710.50
OVERDRIVE	1093MG24033942	05/09/2024	MAGAZINES	100-706-52032	833.33
THE RADAR SHOP INC	15569	05/09/2024	ON SITE RADAR RE CERT	100-705-52019	1,325.00
ULINE	177094189	05/09/2024	EVIDENCE TAPE	100-705-52001	60.78
SIERRA SPRINGS	21814586 042724	05/09/2024	WATER BOTTLED COURT / UB...	100-715-52001	66.99
ORKIN	259220312	05/09/2024	PEST CONTROL POLICE	100-705-52023	190.99
MIDWEST TAPE	505312666	05/09/2024	DVD / ABD 2000010011	100-706-52034	419.84
MIDWEST TAPE	505345297	05/09/2024	DVD / ABD 2000010011	100-706-52034	59.99
MIDWEST TAPE	505348263	05/09/2024	DVD / ABD 2000010011	100-706-52034	62.97
MIDWEST TAPE	505387150	05/09/2024	DVD / ABD 2000010011	100-706-52034	59.99
MIDWEST TAPE	505387152	05/09/2024	DVD / ABD 2000010011	100-706-52034	54.97
JO-ANN STORES LLC	5107860000031011041	05/09/2024	CREATIVEBUG SUBSCRIPTION	100-706-52032	675.00
CANON SOLUTIONS AMERICA..	6007863748	05/09/2024	COPIER MAINTENANCE	100-706-52019	32.24
SHRED-IT C/O STERICYCLE INC	8007055816	05/09/2024	POLICE DEPT SHRED SERVICE	100-705-52019	144.22
INGRAM LIBRARY SERVICES	81179937	05/09/2024	BOOKS 20C7921	100-706-52033	28.62
INGRAM LIBRARY SERVICES	81179938	05/09/2024	BOOKS 20C7921	100-706-52033	53.72

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INGRAM LIBRARY SERVICES	81179939	05/09/2024	BOOKS 20C7921	100-706-52033	124.00
INGRAM LIBRARY SERVICES	81299527	05/09/2024	BOOKS 20C7921	100-706-52033	719.62
INGRAM LIBRARY SERVICES	81389119	05/09/2024	BOOKS 20C7921	100-706-52033	31.94
INGRAM LIBRARY SERVICES	81389120	05/09/2024	BOOKS 20C7921	100-706-52033	276.12
INGRAM LIBRARY SERVICES	81568875	05/09/2024	BOOKS 20C7921	100-706-52033	25.51
INGRAM LIBRARY SERVICES	81568876	05/09/2024	BOOKS 20C7921	100-706-52033	32.07
INGRAM LIBRARY SERVICES	81568877	05/09/2024	BOOKS 20C7921	100-706-52033	944.28
INGRAM LIBRARY SERVICES	81685472	05/09/2024	BOOKS 20C7921	100-706-52033	13.49
INGRAM LIBRARY SERVICES	81685473	05/09/2024	BOOKS 20C7921	100-706-52033	194.00
INGRAM LIBRARY SERVICES	81685474	05/09/2024	BOOKS 20C7921	100-706-52033	74.71
INGRAM LIBRARY SERVICES	81697586	05/09/2024	BOOKS 20C7921	100-706-52033	11.40
INGRAM LIBRARY SERVICES	81697587	05/09/2024	BOOKS 20C7921	100-706-52033	18.18
INGRAM LIBRARY SERVICES	81697588	05/09/2024	BOOKS 20C7921	100-706-52033	14.29
INGRAM LIBRARY SERVICES	81697589	05/09/2024	BOOKS 20C7921	100-706-52033	354.00
COLUMBIA COUNTY TRANSF...	8524	05/09/2024	DUMP FEES ACCT 0017	100-705-52019	28.66
METRO PRESORT	IN665435	05/09/2024	UB BILL PRINTING	100-707-52008	489.18
METRO PRESORT	IN665435	05/09/2024	UB BILL PRINTING -POSTAGE	100-707-52009	2,803.50
SOLUTIONS YES	INV402295	05/09/2024	COO2 COLOR PRINTER	100-706-52006	1,176.13
Fund 100 - GENERAL FUND Total:					50,387.48

Fund: 202 - COMMUNITY DEVELOPMENT

CBRE INC-VALUATION AND ...	029901-1-24	05/06/2024	APPRAISAL 1400 KASTER RO...	202-722-52019	6,000.00
MAYER REED INC	15057	05/06/2024	ST HELENS RIVERWALK	202-723-52055	2,280.39
MASON BRUCE & GIRARD INC	34231	05/06/2024	ST. HELENS FOREST MANAG...	202-724-52019	22,152.35
MOORE SITE SERVICES LLC	24029	05/08/2024	MECHANICAL SUPPORT MILL...	202-722-52019	5,062.40
PORTLAND GENERAL ELECTR...	04.01.24 6248	05/09/2024	POWER AT MILL 1.1.24-4.30...	202-722-52003	107,628.08
NW NATURAL GAS	05.02.24 2316-9	05/09/2024	NATURAL GAS 1300 KASTER ...	202-722-52003	72.89
OREGON DEPT. OF STATE LA...	28024	05/09/2024	WATERWAY LEASE FEE FLAT ...	202-721-52054	9,927.43
MAUL FOSTER ALONGI INC	60490	05/09/2024	WATERFRONT REDEVELOPM...	202-726-52019	6,175.00
MAUL FOSTER ALONGI INC	60491	05/09/2024	CENTRAL WATERFRONT SCO...	202-726-52019	963.75
MAUL FOSTER ALONGI INC	60492	05/09/2024	WWTP LAGOON ON CALL SE...	202-726-52019	7,923.23
Fund 202 - COMMUNITY DEVELOPMENT Total:					168,185.52

Fund: 203 - COMMUNITY ENHANCEMENT

CARDINAL SERVICES INC	006216	05/08/2024	TEMPORARY EMPLOYMENT-	203-709-52028	3,802.23
AMY STOBBE	05.08.24	05/09/2024	TEACHER LIAISON -COLUMB...	203-709-52140	2,579.00
Fund 203 - COMMUNITY ENHANCEMENT Total:					6,381.23

Fund: 205 - STREETS

ACE HARDWARE - ST. HELENS	04.30.24 60179	05/06/2024	60179 ACE ACCT MATERIALS	205-000-52001	5.93
Fund 205 - STREETS Total:					5.93

Fund: 305 - PARKS SDC

MAYER REED INC	15057	05/06/2024	ST HELENS RIVERWALK	305-000-52019	7,815.50
Fund 305 - PARKS SDC Total:					7,815.50

Fund: 601 - WATER

CITY OF COLUMBIA CITY	04.26.24	05/06/2024	001754-001	601-732-52003	87.48
ACE HARDWARE - ST. HELENS	04.30.24 60180	05/06/2024	MATERIALS ACE ACCT 60180	601-731-52001	19.98
ACE HARDWARE - ST. HELENS	04.30.24 60180	05/06/2024	MATERIALS ACE ACCT 60180	601-732-52001	5.88
ACE HARDWARE - ST. HELENS	04.30.24 60181	05/06/2024	ACE MATERIALS ACCT 60181	601-731-52001	-4.48
ACE HARDWARE - ST. HELENS	04.30.24 60181	05/06/2024	ACE MATERIALS ACCT 60181	601-731-52001	36.07
ACE HARDWARE - ST. HELENS	04.30.24 60181	05/06/2024	ACE MATERIALS ACCT 60181	601-732-52023	11.18
SUNSET AUTO PARTS INC - N...	04.30.24	05/06/2024	AUTO PARTS ACCT 6355	601-732-52001	2.08
CORE & MAIN	U698251	05/08/2024	MATERIALS	601-731-52001	67.68
COLUMBIA FEED AND SUPPLY	04.30.24	05/09/2024	INV #28166	601-731-52001	1,029.73
CASCADE WATER WORKS LLC	1526	05/09/2024	PULL & INSPECT PUMP #6	601-731-53302	9,536.00
LAWRENCE OIL COMPANY	CFSI-20280	05/09/2024	247752 WATER	601-732-52022	104.29
Fund 601 - WATER Total:					10,895.89

Fund: 603 - SEWER

ACE HARDWARE - ST. HELENS	04.30.24 60180	05/06/2024	MATERIALS ACE ACCT 60180	603-735-52001	29.98
ACE HARDWARE - ST. HELENS	04.30.24 60180	05/06/2024	MATERIALS ACE ACCT 60180	603-736-52001	92.03
ACE HARDWARE - ST. HELENS	04.30.24 60180	05/06/2024	MATERIALS ACE ACCT 60180	603-737-52001	92.03

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE HARDWARE - ST. HELENS	04.30.24 60180	05/06/2024	MATERIALS ACE ACCT 60180	603-738-52001	12.58
HUDSON GARBAGE SERVICE	05.01.24	05/06/2024	2046-1008333 INV #140874...	603-736-52023	155.60
HUDSON GARBAGE SERVICE	05.01.24	05/06/2024	2046-1008333 INV #140874...	603-737-52023	155.59
HASA	956777	05/06/2024	MULTI CHLOR	603-736-52083	11,151.06
DEPARTMENT OF ENVIRON...	WQWSC2400070	05/06/2024	WW OPCERT PRG SUPPORT ...	603-737-52066	1,913.60
CARDINAL SERVICES INC	006216	05/08/2024	TEMPORARY EMPLOYMENT-...	603-736-52023	40.73
CARDINAL SERVICES INC	006216	05/08/2024	TEMPORARY EMPLOYMENT-...	603-737-52023	40.73
GRATING PACIFIC LLC	0255183-IN	05/09/2024	GRATING FOR CONTACT TANK	603-738-53402	10,961.00
ALS GROUP USA CORP	36-51-645673-0	05/09/2024	PRETREATMENT	603-736-52064	393.00
COLUMBIA COUNTY TRANSF...	8524	05/09/2024	DUMP FEES ACCT 0017	603-737-52001	30.77
Fund 603 - SEWER Total:					25,068.70
Fund: 605 - STORM					
ACE HARDWARE - ST. HELENS	04.30.24 60180	05/06/2024	MATERIALS ACE ACCT 60180	605-000-52001	-23.77
ACE HARDWARE - ST. HELENS	04.30.24 60180	05/06/2024	MATERIALS ACE ACCT 60180	605-000-52001	79.98
SUNSET AUTO PARTS INC - N...	04.30.24	05/06/2024	AUTO PARTS ACCT 6355	605-000-52001	28.33
Fund 605 - STORM Total:					84.54
Fund: 703 - PW OPERATIONS					
ACE HARDWARE - ST. HELENS	04.30.24 60174	05/06/2024	ACE MATERIALS ACCT 60174	703-734-52023	31.98
ACE HARDWARE - ST. HELENS	04.30.24 60181	05/06/2024	ACE MATERIALS ACCT 60181	703-734-52001	12.53
SUNSET AUTO PARTS INC - N...	04.30.24	05/06/2024	AUTO PARTS ACCT 6355	703-734-52001	23.85
SUNSET AUTO PARTS INC - N...	04.30.24	05/06/2024	AUTO PARTS ACCT 6355	703-739-52001	4.11
SUNSET AUTO PARTS INC - N...	04.30.24	05/06/2024	AUTO PARTS ACCT 6355	703-739-52099	1,610.59
HUDSON GARBAGE SERVICE	05.01.24	05/06/2024	2046-1287555 INV #140875...	703-734-52023	101.28
METRO PLANNING INC	6219	05/06/2024	WEB GIS	703-733-52019	87.50
COLUMBIA FEED AND SUPPLY	04.30.24	05/09/2024	INV #28136	703-739-52099	5.95
COLUMBIA RIVER FIRE AND ...	05.02.24	05/09/2024	SHARED COST JOINT MAINT ...	703-739-52099	848.45
LAWRENCE OIL COMPANY	CFSI-20280	05/09/2024	247748 PUBLIC WORKS	703-734-52022	1,269.20
Fund 703 - PW OPERATIONS Total:					3,995.44
Grand Total:					272,820.23

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	50,387.48
202 - COMMUNITY DEVELOPMENT	168,185.52
203 - COMMUNITY ENHANCEMENT	6,381.23
205 - STREETS	5.93
305 - PARKS SDC	7,815.50
601 - WATER	10,895.89
603 - SEWER	25,068.70
605 - STORM	84.54
703 - PW OPERATIONS	3,995.44
Grand Total:	272,820.23

Account Summary

Account Number	Account Name	Expense Amount
100-000-36002	Fines - Court	20.00
100-702-52019	Professional Services	244.85
100-704-52019	Professional Services	3,894.00
100-705-52001	Operating Supplies	60.78
100-705-52010	Telephone	1,947.15
100-705-52019	Professional Services	2,243.43
100-705-52023	Facility Maintenance	470.09
100-706-52003	Utilities	93.52
100-706-52006	Computer Maintenance	1,176.13
100-706-52019	Professional Services	32.24
100-706-52023	Facility Maintenance	1,135.74
100-706-52032	Digital Resources	1,508.33
100-706-52033	Printed Materials	2,915.95
100-706-52034	Visual Materials	657.76
100-707-52008	Printing	489.18
100-707-52009	Postage	2,803.50
100-707-52020	Bank Service Fees	25,295.92
100-708-52001	Operating Supplies	1,088.52
100-708-52022	Fuel	553.01
100-708-52023	Facility Maintenance	872.69
100-709-52023	Facility Maintenance	290.81
100-710-52001	Operating Supplies	62.50
100-712-52010	Telephone	338.14
100-715-52001	Operating Supplies	847.49
100-715-52019	Professional Services	936.72
100-715-52023	Facility Maintenance	409.03
202-721-52054	Offshore Lease	9,927.43
202-722-52003	Utilities	107,700.97
202-722-52019	Professional Services	11,062.40
202-723-52055	Riverwalk Project	2,280.39
202-724-52019	Professional Services	22,152.35
202-726-52019	Professional Services	15,061.98
203-709-52028	Projects & Programs	3,802.23
203-709-52140	Contract Programs	2,579.00
205-000-52001	Operating Supplies	5.93
305-000-52019	Professional Services	7,815.50
601-731-52001	Operating Supplies	1,148.98
601-731-53302	ANNUAL MAINT -OPS	9,536.00
601-732-52001	Operating Supplies	7.96
601-732-52003	Utilities	87.48
601-732-52022	Fuel	104.29
601-732-52023	Facility Maintenance	11.18
603-735-52001	Operating Supplies	29.98
603-736-52001	Operating Supplies	92.03
603-736-52023	Facility Maintenance	196.33
603-736-52064	Lab Testing	393.00

Account Summary

Account Number	Account Name	Expense Amount
603-736-52083	Chemicals	11,151.06
603-737-52001	Operating Supplies	122.80
603-737-52023	Facility Maintenance	196.32
603-737-52066	Permit Fees	1,913.60
603-738-52001	Operating Supplies	12.58
603-738-53402	ANNUAL MAINT OPS	10,961.00
605-000-52001	Operating Supplies	84.54
703-733-52019	Professional Services	87.50
703-734-52001	Operating Supplies	36.38
703-734-52022	Fuel	1,269.20
703-734-52023	Facility Maintenance	133.26
703-739-52001	Operating Supplies	4.11
703-739-52099	Equipment Operations	2,464.99
	Grand Total:	272,820.23

Project Account Summary

Project Account Key	Expense Amount
None	272,820.23
	Grand Total: 272,820.23

Expense Approval Register

Packet: APPKT00981 - AP 5.17.24



St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
PORTLAND GENERAL ELECTR...	MAY 2024	05/10/2024	0153585940 1820 OLD PORT...	100-709-52003	268.94
MCKENZIE MCCLURE -	04.16.24	05/15/2024	TRAVEL REIMBURSEMENT D...	100-705-52018	34.89
CENTURY LINK	05.02.2024	05/15/2024	818	100-712-52010	398.76
CENTURY LINK	05.02.2024	05/15/2024	796	100-712-52010	43.90
CENTURY LINK	05.02.2024	05/15/2024	162	100-712-52010	89.04
CENTURY LINK	05.02.2024	05/15/2024	130	100-712-52010	142.81
CENTURY LINK	05.02.2024	05/15/2024	909	100-712-52010	102.43
CENTURY LINK	05.02.2024	05/15/2024	228	100-712-52010	91.55
CENTURY LINK	05.02.2024	05/15/2024	699	100-712-52010	131.66
CENTURY LINK	05.02.2024	05/15/2024	579	100-712-52010	47.66
CENTURY LINK	05.02.2024	05/15/2024	967	100-712-52010	138.70
OREGON DEPARTMENT OF R...	05.14.24	05/15/2024	STATE DUII DIVERSION	100-000-20800	865.00
OREGON DEPARTMENT OF R...	05.14.24	05/15/2024	STATE DUII CONVICTION FEE	100-000-20800	1,002.00
OREGON DEPARTMENT OF R...	05.14.24	05/15/2024	STATE COURT FACILITY	100-000-20800	7.00
OREGON DEPARTMENT OF R...	05.14.24	05/15/2024	LEMLA	100-000-20800	5.00
OREGON DEPARTMENT OF R...	05.14.24	05/15/2024	MISD SURCHARGE	100-000-20800	35.00
OREGON DEPARTMENT OF R...	05.14.24	05/15/2024	STATE MISD	100-000-20800	375.00
OREGON DEPARTMENT OF R...	05.14.24	05/15/2024	STATE	100-000-20800	169.00
OREGON DEPARTMENT OF R...	05.14.24	05/15/2024	STATE VIOLATION	100-000-20800	1,385.00
COLUMBIA COUNTY TREASU...	05.14.24	05/15/2024	JAIL ASSESSMENT	100-000-20900	74.46
COLUMBIA COUNTY TREASU...	05.14.24	05/15/2024	COUNTY ASSESSMENT	100-000-20900	441.73
COLUMBIA COUNTY TREASU...	05.14.24	05/15/2024	CITY COURT COSTS DEDUCT...	100-000-36002	-51.62
DAWN RICHARDSON	05.14.24	05/15/2024	MILEAGE REIMBURSEMENT ...	100-707-52001	42.88
ORKIN	260591471	05/15/2024	1810 OLD PORTLAND RD PES...	100-709-52023	104.99
CODE PUBLISHING	GC10014093	05/15/2024	MUNI CODE WEB UPDATE	100-702-52019	196.00
RUBENS LAWN SERVICE	0006662	05/16/2024	MONTHLY LAWN SERVICE	100-705-52023	40.00
STEVEN LESKIN	00272	05/16/2024	COURT ATTORNEY FEES	100-704-52019	125.00
STEVEN LESKIN	00273	05/16/2024	COURT ATTORNEY FEES	100-704-52019	125.00
STEVEN LESKIN	00274	05/16/2024	COURT ATTORNEY FEES	100-704-52019	200.00
CARDINAL SERVICES INC	00648	05/16/2024	TEMPORARY EMPLOYMENT	100-706-52023	849.54
CARDINAL SERVICES INC	00648	05/16/2024	TEMPORARY EMPLOYMENT	100-708-52023	46.55
CARDINAL SERVICES INC	00648	05/16/2024	TEMPORARY EMPLOYMENT	100-709-52023	116.38
CARDINAL SERVICES INC	006579	05/16/2024	TEMPORARY EMPLOYMENT	100-706-52023	991.05
CARDINAL SERVICES INC	006579	05/16/2024	TEMPORARY EMPLOYMENT	100-708-52023	54.00
CARDINAL SERVICES INC	006579	05/16/2024	TEMPORARY EMPLOYMENT	100-709-52023	177.35
MAILBOXES NORTHWEST	05.01.24	05/16/2024	POSTAGE 2801 ACCT 1 PD	100-705-52001	164.93
CENTURY LINK	05.06.24	05/16/2024	632B	100-712-52010	43.15
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	150 S 13TH ST- POLICE	100-705-52003	116.38
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	150 S 13 ST POLICE STATION ...	100-705-52003	548.99
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	375 S 18TH ST COLUMBIA CE...	100-706-52003	924.32
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	200 N RIVER ST - GREY CLIFFS...	100-708-52003	98.19
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	264 STRAND ST- COL VIEW P...	100-708-52003	32.26
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	475 S 18TH ST	100-708-52003	60.13
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	200 N 7TH ST - PARK	100-708-52003	36.67
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	475 S 18TH ST- MCCORMICK ...	100-708-52003	39.64
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	475 S 18 ST METER 10220167	100-708-52003	141.60
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	50 PLAZA SQ- PLAZA OUTLETS	100-708-52003	44.40
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	162 MCMICHAEL ST - CAMPB...	100-708-52003	561.35
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	299 N 6TH ST - PARKS	100-708-52003	36.36
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	475 S 18TH ST	100-708-52003	111.46
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	265 STRAND ST. - SPLASH PA...	100-708-52003	14.54
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	475 S 18TH ST - MCCORMICK...	100-708-52003	98.57
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	264 STRAND ST- COL VIEW P...	100-708-52046	32.29

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	265 STRAND ST. - DOCKS	100-708-52046	202.18
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	264 STRAND ST- PARKS/ GAZ...	100-708-52046	45.65
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	2625 GABLE RD REC CENTER	100-709-52003	202.98
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	277 STRAND ST -	100-715-52003	36.59
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	277 STRAND ST- CITY HALL U...	100-715-52003	71.80
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	275 STRAND ST- CITY HALL U...	100-715-52003	98.67
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	265 STRAND ST- CITY HALL ...	100-715-52003	166.35
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	265 STRAND ST- CITY HALL ...	100-715-52003	504.80
PAMPLIN MEDIA GROUP	05.16.24	05/16/2024	ONE YEAR SUBSCRIPTION-ST...	100-706-52031	52.00
KEY CODE MEDIA INC	115164	05/16/2024	8 KCMP5-206	100-712-52006	1,320.00
ECONORTHWEST	29247	05/16/2024	ST HELENS ECONOMIC OPPO...	100-710-52028	6,935.00
MIDWEST TAPE	505419614	05/16/2024	DVD / ABD 2000010011	100-706-52034	146.17
MIDWEST TAPE	505437276	05/16/2024	DVD / ABD 2000010011	100-706-52034	17.24
COUNTRY MEDIA INC	696666	05/16/2024	PUBLIC NOTICE	100-710-52011	177.00
COUNTRY MEDIA INC	696667	05/16/2024	PUBLIC NOTICE	100-710-52011	166.97
INGRAM LIBRARY SERVICES	81865014	05/16/2024	BOOKS 20C7921	100-706-52033	18.92
INGRAM LIBRARY SERVICES	81865015	05/16/2024	BOOKS 20C7921	100-706-52033	96.50
INGRAM LIBRARY SERVICES	81865016	05/16/2024	BOOKS 20C7921	100-706-52033	114.28
CINTAS	8406819477	05/16/2024	CITY HALL FIRST AID CABINET...	100-715-52001	135.41
CINTAS	8406819746	05/16/2024	PARKS FIRST AID CABINET SE...	100-708-52001	135.80
EATONS TIRE AND AUTO REP...	84927	05/16/2024	BRAKE REPLACEMENT 2019 ...	100-705-52098	652.00
VERIZON	9962965878	05/16/2024	CELL SERVICE ACCT 2420601...	100-712-52010	168.61
L.N CURTIS AND SONS	INV809248	05/16/2024	POLICE UNIFORMS	100-705-52002	132.00
CIS	STH-GASB75-2022-FINAL	05/16/2024	MILLIMAN GASB 75 VALUAT...	100-707-52019	1,547.50
Fund 100 - GENERAL FUND Total:					25,116.30
Fund: 201 - VISITOR TOURISM					
VENTEK INTERNATIONAL	143473	05/16/2024	ANNUAL FEE-DOCK PARKING	201-000-52019	1,140.00
Fund 201 - VISITOR TOURISM Total:					1,140.00
Fund: 202 - COMMUNITY DEVELOPMENT					
PORTLAND GENERAL ELECTR...	MAY 2024	05/10/2024	1277060585 1300 KASTER RD	202-722-52003	155.06
PORTLAND GENERAL ELECTR...	MAY 2024	05/10/2024	7357701000 1300 KASTER RD	202-722-52003	29.29
PORTLAND GENERAL ELECTR...	MAY 2024	05/10/2024	8863163302 1300 KASTER RD	202-722-52003	22.63
PORTLAND GENERAL ELECTR...	MAY 2024	05/10/2024	1650931000 1300 KASTER RD	202-722-52003	22.63
U.S BANK ST. PAUL	2561538	05/16/2024	FULL FAITH AND CREDIT OB ...	202-723-55001	48,790.00
U.S BANK ST. PAUL	2561538	05/16/2024	FULL FAITH AND CREDIT OB ...	202-723-55002	4,660.00
COUNTRY MEDIA INC	696665	05/16/2024	PUBLIC NOTICE	202-721-52051	55.80
Fund 202 - COMMUNITY DEVELOPMENT Total:					53,735.41
Fund: 203 - COMMUNITY ENHANCEMENT					
CARDINAL SERVICES INC	006465	05/15/2024	TEMPORARY EMPLOYMENT	203-709-52028	123.29
CARDINAL SERVICES INC	00648	05/16/2024	TEMPORARY EMPLOYMENT	203-709-52028	3,582.03
CARDINAL SERVICES INC	006579	05/16/2024	TEMPORARY EMPLOYMENT	203-709-52028	2,874.06
MICHELE WILSON	05.16.24	05/16/2024	NW PARENTING HUB GRANT...	203-709-33005	428.75
SCHOLASTIC INC	59012268	05/16/2024	BOOKS	203-706-52090	871.00
Fund 203 - COMMUNITY ENHANCEMENT Total:					7,879.13
Fund: 205 - STREETS					
PORTLAND GENERAL ELECTR...	MAY 2024	05/10/2024	4854421000 STREET LIGHTI...	205-000-52003	59.99
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	495 S 18TH ST - LIGHT SIGNAL	205-000-52003	59.47
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	715 S COLUMBIA RIVER HWY ..	205-000-52003	47.60
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	2198 COLUMBIA BLVD - SIG...	205-000-52003	51.43
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	1370 COLUMBIA BLVD.- FOU...	205-000-52003	50.34
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	1800 COLUMBIA BLVD - SIG...	205-000-52003	116.61
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	191 N MILTON WAY- LANDS...	205-000-52003	36.75
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	265 STRAND ST	205-000-52003	3,708.27
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	58651 COL HWY GATEWAY A...	205-000-52003	36.85
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	191 N MILTON WAY - SIGNAL	205-000-52003	45.88
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	35320 SYKES RD	205-000-52003	44.17
U.S BANK ST. PAUL	2561538	05/16/2024	FULL FAITH AND CREDIT OB ...	205-000-55001	51,180.00
U.S BANK ST. PAUL	2561538	05/16/2024	FULL FAITH AND CREDIT OB ...	205-000-55002	4,890.00
Fund 205 - STREETS Total:					60,327.36

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 601 - WATER					
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	2300 STRAND ST - WELL 2	601-731-52003	145.64
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	END OF KESTREL VIEW DRIVE	601-731-52003	132.43
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	62420 COLUMBIA RIVER HWY..	601-731-52003	201.16
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	57500 OLD PORTLAND RD - ...	601-731-52003	66.15
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	1680 1 ST -	601-731-52003	2,070.58
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	35261 PITTSBURG RD- PW W...	601-731-52003	38.86
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	1215 FOURTH ST - WFF	601-732-52003	4,546.94
U.S BANK ST. PAUL	2561538	05/16/2024	FULL FAITH AND CREDIT OB ...	601-000-55001	389,700.00
U.S BANK ST. PAUL	2561538	05/16/2024	FULL FAITH AND CREDIT OB ...	601-000-55002	37,220.00
Fund 601 - WATER Total:					434,121.76
Fund: 603 - SEWER					
CENTURY LINK	05.02.2024	05/15/2024	600	603-736-52010	23.83
CENTURY LINK	05.02.2024	05/15/2024	688	603-736-52010	23.83
CENTURY LINK	05.02.2024	05/15/2024	654	603-736-52010	23.83
CENTURY LINK	05.02.2024	05/15/2024	293	603-736-52010	23.83
CENTURY LINK	05.02.2024	05/15/2024	600	603-737-52010	23.83
CENTURY LINK	05.02.2024	05/15/2024	293	603-737-52010	23.83
CENTURY LINK	05.02.2024	05/15/2024	688	603-737-52010	23.83
CENTURY LINK	05.02.2024	05/15/2024	654	603-737-52010	23.83
CARDINAL SERVICES INC	00648	05/16/2024	TEMPORARY EMPLOYMENT	603-736-52023	34.91
CARDINAL SERVICES INC	00648	05/16/2024	TEMPORARY EMPLOYMENT	603-737-52023	34.91
CARDINAL SERVICES INC	006579	05/16/2024	TEMPORARY EMPLOYMENT	603-736-52023	40.50
CARDINAL SERVICES INC	006579	05/16/2024	TEMPORARY EMPLOYMENT	603-737-52023	40.50
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	240 CLARK ST PUMP STATION	603-736-52003	36.82
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	451 PLYMOTH ST - WWTP L...	603-736-52003	2,309.35
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	451 PLYMOTH ST - WWTP L...	603-737-52003	2,309.32
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	169 S 4TH ST WATER FLOW ...	603-738-52003	43.23
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	240 MADRONA CT	603-738-52003	185.64
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	35120 MAPLE ST. - PS 11	603-738-52003	111.14
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	134 N 1ST- PS 2 8873519	603-738-52003	121.93
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	110 S 4TH ST - PS 3	603-738-52003	48.69
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	58360 OLD PORTLAND RD - P...	603-738-52003	243.47
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	58791 58725 COL RIV HWY P...	603-738-52003	47.21
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	318 S 1ST ST- PS #1 8805564	603-738-52003	131.61
EUROFINS ENVIRONMENT TE...	1920009081	05/16/2024	QUARTERLY BIOASSAY TESTI...	603-737-52064	6,401.60
U.S BANK ST. PAUL	2561538	05/16/2024	FULL FAITH AND CREDIT OB ...	603-000-55001	79,470.00
U.S BANK ST. PAUL	2561538	05/16/2024	FULL FAITH AND CREDIT OB ...	603-000-55001	395,860.00
U.S BANK ST. PAUL	2561538	05/16/2024	FULL FAITH AND CREDIT OB ...	603-000-55001	-0.05
U.S BANK ST. PAUL	2561538	05/16/2024	FULL FAITH AND CREDIT OB ...	603-000-55002	7,590.00
U.S BANK ST. PAUL	2561538	05/16/2024	FULL FAITH AND CREDIT OB ...	603-000-55002	37,815.00
Fund 603 - SEWER Total:					533,066.42
Fund: 703 - PW OPERATIONS					
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	1230 DEER ISLAND RD - PW	703-734-52003	109.99
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	984 OREGON ST - PW SHOP	703-734-52003	176.58
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	650 OREGON ST -LEMONT P...	703-734-52003	283.39
COLUMBIA RIVER PUD	05.14.23 7493	05/16/2024	984 OREGON ST	703-734-52003	367.07
CINTAS	8406819475	05/16/2024	FIRST AID CABINET SERVICE	703-734-52019	109.15
Fund 703 - PW OPERATIONS Total:					1,046.18
Grand Total:					1,116,432.56

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	25,116.30
201 - VISITOR TOURISM	1,140.00
202 - COMMUNITY DEVELOPMENT	53,735.41
203 - COMMUNITY ENHANCEMENT	7,879.13
205 - STREETS	60,327.36
601 - WATER	434,121.76
603 - SEWER	533,066.42
703 - PW OPERATIONS	1,046.18
Grand Total:	1,116,432.56

Account Summary

Account Number	Account Name	Expense Amount
100-000-20800	Court - State Assessment	3,843.00
100-000-20900	Court - County Assessm...	516.19
100-000-36002	Fines - Court	-51.62
100-702-52019	Professional Services	196.00
100-704-52019	Professional Services	450.00
100-705-52001	Operating Supplies	164.93
100-705-52002	Personnel Uniforms Equ...	132.00
100-705-52003	Utilities	665.37
100-705-52018	Professional Developme...	34.89
100-705-52023	Facility Maintenance	40.00
100-705-52098	Enterprise Fleet Mainte...	652.00
100-706-52003	Utilities	924.32
100-706-52023	Facility Maintenance	1,840.59
100-706-52031	Periodicals	52.00
100-706-52033	Printed Materials	229.70
100-706-52034	Visual Materials	163.41
100-707-52001	Operating Supplies	42.88
100-707-52019	Professional Services	1,547.50
100-708-52001	Operating Supplies	135.80
100-708-52003	Utilities	1,275.17
100-708-52023	Facility Maintenance	100.55
100-708-52046	Dock Services	280.12
100-709-52003	Utilities	471.92
100-709-52023	Facility Maintenance	398.72
100-710-52011	Public Information	343.97
100-710-52028	Projects & Programs	6,935.00
100-712-52006	Computer Maintenance	1,320.00
100-712-52010	Telephone	1,398.27
100-715-52001	Operating Supplies	135.41
100-715-52003	Utilities	878.21
201-000-52019	Professional Services	1,140.00
202-721-52051	Urban Renewal	55.80
202-722-52003	Utilities	229.61
202-723-55001	Principal	48,790.00
202-723-55002	Interest	4,660.00
203-706-52090	LSTA Grant Expense	871.00
203-709-33005	Grants	428.75
203-709-52028	Projects & Programs	6,579.38
205-000-52003	Utilities	4,257.36
205-000-55001	Principal	51,180.00
205-000-55002	Interest	4,890.00
601-000-55001	Principal	389,700.00
601-000-55002	Interest	37,220.00
601-731-52003	Utilities	2,654.82
601-732-52003	Utilities	4,546.94
603-000-55001	Principal	475,329.95
603-000-55002	Interest	45,405.00

Account Summary

Account Number	Account Name	Expense Amount
603-735-52003	Utilities	36.82
603-736-52003	Utilities	2,309.35
603-736-52010	Telephone	95.32
603-736-52023	Facility Maintenance	75.41
603-737-52003	Utilities	2,309.32
603-737-52010	Telephone	95.32
603-737-52023	Facility Maintenance	75.41
603-737-52064	Lab Testing	6,401.60
603-738-52003	Utilities	932.92
703-734-52003	Utilities	937.03
703-734-52019	Professional Services	109.15
	Grand Total:	1,116,432.56

Project Account Summary

Project Account Key	Expense Amount
None	1,116,432.56
	Grand Total:
	1,116,432.56



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Packet: APPKT00984 - COURT AP 5.17.24



St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND Gaede, Eric Manley	INV0007057	05/15/2024	Bail Refund - Gaede, Eric Man..	100-000-20200	625.00
				Fund 100 - GENERAL FUND Total:	625.00
				Grand Total:	625.00

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	625.00
Grand Total:	625.00

Account Summary

Account Number	Account Name	Expense Amount
100-000-20200	Court - Bail	625.00
Grand Total:		625.00

Project Account Summary

Project Account Key	Expense Amount
None	625.00
Grand Total:	625.00

Expense Approval Register

Packet: APPKT00985 - AP 5.24.24



St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
LARRY CONSTANTIN	04.16.24	05/20/2024	JURY DUTY PAY	100-704-52019	10.00
STACI DESHAZER	04.16.24	05/20/2024	JURY DUTY PAY	100-704-52019	10.00
HENRY HEIMULLER	04.16.24	05/20/2024	JURY DUTY PAY	100-704-52019	10.00
AMY ROBITZ	04.19.24	05/20/2024	JURY DUTY PAY	100-704-52019	10.00
JOSEPH HASKETT	04.19.24	05/20/2024	JURY DUTY PAY	100-704-52019	10.00
RICHARD MICKENZIE JR	04.19.24	05/20/2024	JURY DUTY PAY	100-704-52019	10.00
SHERRI DINH	04.19.24	05/20/2024	JURY DUTY PAY	100-704-52019	10.00
M YVETTE BABUSKA	04.19.24	05/20/2024	JURY DUTY PAY	100-704-52019	10.00
RONDA HILLS	04.19.24	05/20/2024	JURY DUTY PAY	100-704-52019	10.00
RON YOUNGBERG	04.19.24	05/20/2024	JURY DUTY PAY	100-704-52019	10.00
ILLINE MAY	04.19.24	05/20/2024	JURY DUTY PAY	100-704-52019	10.00
LARRY WEAVER	04.19.24	05/20/2024	JURY DUTY PAY	100-704-52019	10.00
MICHELLE ROSE	04.19.24	05/20/2024	JURY DUTY PAY	100-704-52019	10.00
MOHAMED MURABET	04.19.24	05/20/2024	JURY DUTY PAY	100-704-52019	10.00
KAREN BOLDT	04.19.24	05/20/2024	JURY DUTY PAY	100-704-52019	10.00
KAREN NABEHET	04.19.24	05/20/2024	JURY DUTY PAY	100-704-52019	10.00
DAVID MCCLURE	04.19.24	05/20/2024	JURY DUTY PAY	100-704-52019	10.00
CARRIE MCCALLUM	04.19.24	05/20/2024	JURY DUTY PAY	100-704-52019	10.00
JACOB ROSS	04.19.24	05/20/2024	JURY DUTY PAY	100-704-52019	10.00
JACK MCCANN	04.193.24	05/20/2024	JURY DUTY PAY	100-704-52019	10.00
ENTERPRISE FM TRUST	FBN5019622	05/20/2024	LEASE	100-705-52097	1,741.85
ENTERPRISE FM TRUST	FBN5019622	05/20/2024	MAINTENANCE	100-705-52098	410.95
ENTERPRISE FM TRUST	FBN5031899	05/20/2024	LEASE	100-705-52097	23,399.60
ENTERPRISE FM TRUST	FBN5031899	05/20/2024	MAINTENANCE	100-705-52098	419.53
ENTERPRISE FM TRUST	FBN5039448	05/20/2024	596107 BUILDING	100-711-52097	522.55
ENTERPRISE FM TRUST	FBN5039449	05/20/2024	PARKS & REC FLEET	100-709-52097	532.97
ENTERPRISE FM TRUST	FBN5039470	05/20/2024	CITY HALL FLEET	100-715-52097	7.00
ENTERPRISE FM TRUST	FBN5039489	05/20/2024	PLANNING FLEET	100-710-52097	451.21
PITNEY BOWES BANK INC PU...	05.12.24	05/23/2024	POSTAGE METER	100-715-52001	1,000.00
LEAGUE OF OREGON CITIES	12794	05/23/2024	JOB POSTING-LIBRARIAN I	100-702-52014	20.00
QWEST DBA CENTURYLINK A...	3263X204-S-24132	05/23/2024	5163X204S3	100-712-52010	80.33
METRO PRESORT	IN665809	05/23/2024	UB BILL PRINTING	100-707-52008	75.00
STEVEN LESKIN	00276	05/24/2024	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN LESKIN	00277	05/24/2024	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN LESKIN	00279	05/24/2024	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN LESKIN	00280	05/24/2024	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN LESKIN	00281	05/24/2024	COURT ATTORNEY FEES	100-704-52019	125.00
S ROBINSON & ASSOCIATES I...	05.20.24	05/24/2024	REFUND PUBLIC RECORDS R...	100-000-36002	20.00
ORKIN	260591280	05/24/2024	265 STRAND PEST SERVICE CI...	100-715-52023	117.99
ORKIN	260591422	05/24/2024	265 STRAND PEST SERVICE CI...	100-715-52023	192.99
ORKIN	260592451	05/24/2024	375 S 18TH ST LIBRARY	100-706-52023	100.00
TROTTER & MORTON FACILI...	82062	05/24/2024	REC CENTER REPLACED FAIL...	100-709-52023	1,158.44
STEVEN R SCHARFSTEIN	90	05/24/2024	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN R SCHARFSTEIN	91	05/24/2024	COURT ATTORNEY FEES	100-704-52019	500.00
STEVEN R SCHARFSTEIN	92	05/24/2024	COURT ATTORNEY FEES	100-704-52019	400.00
STEVEN R SCHARFSTEIN	93	05/24/2024	COURT ATTORNEY FEES	100-704-52019	125.00
STEVEN R SCHARFSTEIN	94	05/24/2024	COURT ATTORNEY FEES	100-704-52019	125.00
L.N CURTIS AND SONS	INV813345	05/24/2024	POLICE UNIFORMS	100-705-52002	286.50
L.N CURTIS AND SONS	INV823461	05/24/2024	POLICE UNIFORMS	100-705-52002	236.78
DEPARTMENT OF TRANSPOR...	L0053438867	05/24/2024	DMV SERVICES ACCT 67431	100-705-52019	12.00
PLAY AND PARK STRUCTURES	PJI-0070944	05/24/2024	MCCORMICK PARK-AIR WAL...	100-708-52001	917.50
Fund 100 - GENERAL FUND Total:					34,178.19

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 201 - VISITOR TOURISM					
E2C	4534	05/24/2024	MONTHLY MARKETING TINA ...	201-000-52019	10,000.00
Fund 201 - VISITOR TOURISM Total:					10,000.00
Fund: 202 - COMMUNITY DEVELOPMENT					
NUISANCE SOLUTIONS	04.24.24-5.21.24	05/23/2024	BEAVER REMOVAL	202-722-52019	1,096.00
OTAK INC	000032400499	05/24/2024	1ST AND STRAND ST P 01982...	202-723-53102	3,072.25
OTAK INC	000042400292	05/24/2024	1ST AND STRAND ST P 01982...	202-723-53102	23,843.65
OTAK INC	000042400441	05/24/2024	1ST AND STRAND ST P 01982...	202-723-53102	1,546.56
KITTELSON & ASSOCIATES INC	0144873	05/24/2024	PROJECT 235440 R-685 1ST &...	202-723-53102	1,047.64
LOWER COLUMBIA ENGINEE...	11507	05/24/2024	3601-CITY ENGINEERING ASS...	202-723-53102	5,755.00
LANDIS & LANDIS CONSTRUC...	240222.1	05/24/2024	R-685A S 1ST & ST HELENS	202-723-53102	100,461.55
MOORE SITE SERVICES LLC	24037	05/24/2024	MECHANICAL SUPPORT-MILL...	202-722-52019	6,784.50
BRIDGE TOWER OPCO LLC	745456638	05/24/2024	P-525 & R-68DAILY JOURNAL...	202-723-53102	808.28
MOORE EXCAVATION INC	P-525 PAYMENT #2C	05/24/2024	S 1ST & STRAND ROAD & UTI...	202-723-53102	13,860.00
MOORE EXCAVATION INC	R-685 PAYMENT #7	05/24/2024	S 1ST & ST HELENS INTERSEC...	202-723-53102	39,879.48
Fund 202 - COMMUNITY DEVELOPMENT Total:					198,154.91
Fund: 203 - COMMUNITY ENHANCEMENT					
CARDINAL SERVICES INC	006638	05/24/2024	TEMPORARY EMPLOYMENT	203-709-52028	231.17
Fund 203 - COMMUNITY ENHANCEMENT Total:					231.17
Fund: 205 - STREETS					
BRIDGE TOWER OPCO LLC	745591606	05/24/2024	R-679 DAILY JOURNAL OF C...	205-000-53101	621.94
BRIDGE TOWER OPCO LLC	745591607	05/24/2024	R-679 DAILY JOURNAL OF C...	205-000-53101	621.94
Fund 205 - STREETS Total:					1,243.88
Fund: 601 - WATER					
TRIANGLE PUMP & EQUIPM...	14637	05/23/2024	SEWAGE PUMP	601-732-53302	3,503.41
NORTHSTAR CHEMICAL	281789	05/24/2024	SODIUM HYPOCHLORITE 12....	601-732-52083	1,971.56
RAILROAD MANAGEMENT C...	504508	05/24/2024	14 IN WATER PIPELINE CORSS..	601-732-52019	379.14
LAWRENCE OIL COMPANY	CFSI-20610	05/24/2024	247752 WATER	601-732-52022	49.85
Fund 601 - WATER Total:					5,903.96
Fund: 603 - SEWER					
CONSOR NORTH AMERICA I...	W233257OR.00-2	05/24/2024	S-679 WASTEWATER COLLEC...	603-000-53034	24,351.06
CONSOR NORTH AMERICA I...	W233257OR.00-2	05/24/2024	S-679 WASTEWATER COLLEC...	603-000-53035	4,803.50
CONSOR NORTH AMERICA I...	W233257OR.00-2	05/24/2024	S-679 WASTEWATER COLLEC...	603-000-53409	17,179.18
Fund 603 - SEWER Total:					46,333.74
Fund: 703 - PW OPERATIONS					
ENTERPRISE FM TRUST	FBN5039474	05/20/2024	ENTERPRISE FLEET LEASE & ...	703-734-52097	783.13
LOWER COLUMBIA ENGINEE...	11507	05/24/2024	3601-CITY ENGINEERING ASS...	703-733-52019	1,015.00
EAGLE STAR ROCK PRODUCTS..	42806	05/24/2024	ROCK	703-734-52001	504.13
LAWRENCE OIL COMPANY	CFSI-20610	05/24/2024	247748 PUBLIC WORKS	703-734-52022	1,387.86
Fund 703 - PW OPERATIONS Total:					3,690.12
Grand Total:					299,735.97

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	34,178.19
201 - VISITOR TOURISM	10,000.00
202 - COMMUNITY DEVELOPMENT	198,154.91
203 - COMMUNITY ENHANCEMENT	231.17
205 - STREETS	1,243.88
601 - WATER	5,903.96
603 - SEWER	46,333.74
703 - PW OPERATIONS	3,690.12
Grand Total:	299,735.97

Account Summary

Account Number	Account Name	Expense Amount
100-000-36002	Fines - Court	20.00
100-702-52014	Recruiting	20.00
100-704-52019	Professional Services	2,475.00
100-705-52002	Personnel Uniforms Equ...	523.28
100-705-52019	Professional Services	12.00
100-705-52097	Enterprise Fleet	25,141.45
100-705-52098	Enterprise Fleet Mainte...	830.48
100-706-52023	Facility Maintenance	100.00
100-707-52008	Printing	75.00
100-708-52001	Operating Supplies	917.50
100-709-52023	Facility Maintenance	1,158.44
100-709-52097	Enterprise Fleet	532.97
100-710-52097	Enterprise Fleet	451.21
100-711-52097	Enterprise Fleet	522.55
100-712-52010	Telephone	80.33
100-715-52001	Operating Supplies	1,000.00
100-715-52023	Facility Maintenance	310.98
100-715-52097	Enterprise Fleet	7.00
201-000-52019	Professional Services	10,000.00
202-722-52019	Professional Services	7,880.50
202-723-53102	Downtown Infrastructure	190,274.41
203-709-52028	Projects & Programs	231.17
205-000-53101	Columbia Blvd Sidewalks	1,243.88
601-732-52019	Professional Services	379.14
601-732-52022	Fuel	49.85
601-732-52083	Chemicals	1,971.56
601-732-53302	ANNUAL MAINT- OPS	3,503.41
603-000-53034	Basin 6 Project	24,351.06
603-000-53035	Basin 5 Pipeline Upsize	4,803.50
603-000-53409	BASIN 4 PIPELINE UPSIZE	17,179.18
703-733-52019	Professional Services	1,015.00
703-734-52001	Operating Supplies	504.13
703-734-52022	Fuel	1,387.86
703-734-52097	Enterprise Fleet	783.13
Grand Total:	299,735.97	

Project Account Summary

Project Account Key	Expense Amount
None	299,735.97
Grand Total:	299,735.97